

CFX CODE OF POLICIES

Chapter 10: Procurement

EFFECTIVE DATES

Art.	Title	Adopted By	Last Revision	Version Date
1	Procurement Policy	Res. 2024-440	Res. 2026-460	08/13/2026
2	Protest Resolution Policy	Res. 2024-444	Res. 2026-460	08/13/2026
3	Lobbying Blackout and Debriefing Policy	Res. 2024-444	Res. 2026-460	08/13/2026
4	Business Opportunities Policy	Res. 2025-456	Res. 2026-460	08/13/2026

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CHAPTER 10: PROCUREMENT

ARTICLE 1: PROCUREMENT POLICY

Adopted By: Res. 2024-440

Last Revision: Res. 2026-460

Version Date: 08/13/2026

Division I: General Provisions

Section 10.1.1Title

The provisions of this Article shall be known and cited as the “**Procurement Policy**”.

Adopted: 2024-440.

Section 10.1.2Authority

- 10.1.2.1The Central Florida Expressway Authority (“**CFX**”) is empowered by Chapter 348, Part III, Florida Statutes, to acquire, hold, construct, improve, maintain, and operate the Central Florida Expressway System, and is further authorized to make contracts and to execute all instruments necessary and convenient for conducting its business.
- 10.1.2.2As an expressway authority pursuant to Chapter 348, Florida Statutes, CFX does not meet the definition of “agency” under Section 287.012, Florida Statutes. Therefore, except for specific provisions of Chapter 287, Florida Statutes, which expressly apply to authorities, local governmental entities, or special districts, CFX is not generally subject to the provisions of such Chapter.

Adopted: 2024-440. Revised: 2025-454.

Section 10.1.3Statement of Policy

- 10.1.3.1The Governing Board (“**Board**”) of CFX hereby establishes a centralized procurement system for CFX by adoption of this Article, the purpose of which is to:

(A)Establish the guiding principles and policies governing procurement by CFX;

(B)Promote public confidence in the integrity and transparency of the procedures followed by CFX when procuring goods and services required;

(C)Ensure fair and equitable treatment of all persons who participate in CFX’s procurement process;

(D)Maximize economy in procurement activities and, to the fullest extent possible, the purchasing value of CFX funds; and

(E)Foster efficiency and reduce administrative burden in the day-to-day business functions of CFX.
- 10.1.3.2This Article applies to procurements by CFX solicited and/or entered into after this Article’s most recent version date as approved by the Board. This Article supersedes all previously adopted procurement policies.
- 10.1.3.3Unless otherwise stated in this Article, all purchases of goods and/or services shall be made through or by the Procurement Department.

- 10.1.3.4 Nothing in this Article shall prevent CFX from complying with the terms and conditions of any grant, gift, bequest, or loan, or any cooperative agreement with any local, state, or federal agency provided such terms and conditions are compliant with applicable law. To the extent the requirements of this Article or the Procurement Procedures Manual are inconsistent with any such alternative terms and conditions, such alternative terms and conditions shall take precedence so long as they are consistent with applicable law.
- 10.1.3.5 All changes to this Article require approval of the Board. No process or procedure implementing this Article may conflict with the provisions of this policy in any manner.
- 10.1.3.6 Nothing in this policy may be interpreted as restricting or placing any conditions or limitations on the Board's authority to approve, award, or enter into any procurement contract should the Board make a finding that such action would be in CFX's best interest.

Adopted: 2024-440. Revised: 2025-454; 2026-460.

Section 10.1.4 Definitions

- 10.1.4.1 Wherever used in this Article or in the Procurement Procedures Manual, the following terms shall have the following meanings indicated, unless context provides otherwise, and such meanings will apply to both the singular and plural thereof:
- (A) **"Best Value"** shall mean a procurement technique that considers factors such as quality, service, performance, functionality, market analysis, comparison to internal and external estimates, market opportunities (such as liquidation, closeout, discontinued surplus, or promotional sales), total cost of ownership, or other considerations to achieve the most advantageous overall outcome for CFX. Where Best Value is used, price may be an important consideration; however, the lowest-priced proposal may not necessarily be awarded the contract.
 - (B) **"CFX Area of Service"** shall mean the area served by CFX in accordance with Section 348.754, Florida Statutes; more specifically, the geographical boundaries of Orange, Seminole, Lake, Brevard, and Osceola counties.
 - (C) **"Contract"** shall mean the legal instrument, regardless as to what it is called, by which CFX procures goods and/or services.
 - (D) **"Contractor"** shall mean any person or entity who contracts, intends to contract, or is in the market to contract to sell or lease goods and/or services to CFX. The terms **"Contractor"**, **"Consultant"**, and **"Vendor"** may be used interchangeably throughout this Article.
 - (E) **"Construction Services"** shall have the same meaning as that provided in Section 218.72, Florida Statutes. More specifically, **"Construction Services"** shall mean all labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvements to real property.
 - (F) **"Cooperative Purchasing"** shall mean procurement conducted by or on behalf of CFX and/or more than one public procurement unit or agency. This is distinguished from **"Piggybacking"** as defined below.
 - (G) **"Good"** shall mean any tangible personal property, including without limitation any material, equipment, commodity, item, or product. The term **"good"** shall be read to

specifically exclude any services – other than those directly related to the requisition, transport, delivery, and other of any such goods and any tangential labor associated therewith, real property, or any interest in real property. For the purposes of this Article, software shall be considered a good, while software licenses or subscriptions shall be considered a service.

- (H) **“Multi-Year Contract”** means a contract with an initial term exceeding one year. The terms **“Multi-Year Contract”**, and **“Term Contract”** may be used interchangeably throughout this Article.
- (I) **“Piggybacking”** shall mean the purchase of goods and/or services, other than Professional Services, from the purchasing agreements of special districts, municipalities, or counties, as authorized in Section 189.053, Florida Statutes. This is distinguished from “Cooperative Purchasing”, as defined above.
- (J) **“Procurement”** shall mean the buying, purchasing, renting, leasing, or other acquisition of goods and/or services for public purposes in accordance with all applicable law, rules, regulations, and procedures intended to provide for the economic expenditure of public funds, regardless of the source of funds used. It includes without limitation all transactions which pertain to obtaining any goods and/or services, including those without monetary exchange. **“Procurement”** shall not include:
 - (1) Any real estate transaction, including the sale, lease, exchange, and/or acquisition of real property or any interest therein;
 - (2) Goods and/or services given or accepted by CFX via grant, gift, or bequest;
 - (3) Employment agreements or collective bargaining agreements; or
 - (4) Any agreements between CFX and any other entity that does not involve the purchase of goods and/or services by CFX.
- (K) **“Professional Services”** shall have the same meaning as that found in Section 287.055, Florida Statutes. More specifically, **“Professional Services”** shall mean those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the State of Florida, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
- (L) **“Services”** shall mean the furnishing primarily of labor, time, and/or effort by Contractors, wherein the submission of goods or specific end products – other than reports, studies, plans, advisories, contractual documents, or other documents relating to the required performance – is incidental or secondary. This term shall include without limitation Construction Services, Professional Services, and Specialized Services.
- (M) **“Specialized Services”** shall mean services the value of which are substantially measured by professional competence of the person or entity performing them and which are not susceptible to realistic evaluation/assessment by cost of services alone. **“Specialized Services”** shall include without limitation services customarily rendered by attorneys, certified public accountants, insurance and/or financial personnel, public relations firms, legislative advisors, and/or systems planning and management advisors. For purposes of this Article, **“Specialized Services”** shall not include services that meet the definition of “Professional Services” above.

- (N) **“Standardization”** shall mean the process of establishing and maintaining certain uniform goods, services, and specifications across CFX operations to ensure system compatibility, operational consistency, reliability, and the effective delivery of services to the traveling public.

Adopted: 2024-440. Revised: 2025-454; 2026-460.

Section 10.1.5 Responsibility and Function

10.1.5.1 Procurement Director

- (A) Subject to the provisions of this Article, the Director of the Procurement Department (**“Procurement Director”**) shall serve as the chief procurement official and principal officer for the procurement of all goods and/or services by CFX.
- (B) The Procurement Director shall:
- (1) Administer the central procurement, purchasing, and contracting system for CFX;
 - (2) In a manner consistent with this Article, develop, maintain, review, and, when prudent or necessary, revise, CFX’s Procurement Procedures Manual which shall be annually reviewed and approved by the Executive Director;
 - (3) Ensure that the requirements set forth in this Article and the Procurement Procedures Manual are complied with for all procurements made by CFX;
 - (4) Take all reasonable and practicable action necessary to further the objectives of CFX with regard to the promotion and encouragement of small and local businesses in CFX’s Procurements;
 - (5) In accordance with the directives of this Article, determine the method of selection for each procurement; and
 - (6) Perform other duties as directed by the Board and the Executive Director or designee thereof.

10.1.5.2 Procurement Procedures Manual. The Procurement Procedures Manual shall be reviewed annually and revised as necessary to reflect the current business needs of CFX. The Executive Director is authorized to approve revisions to the Procurement Procedures Manual unless any such revisions would result in a conflict with the letter or intent of this Chapter.

10.1.5.3 Procurement Department. The specific responsibilities and functions of the Procurement Department include:

- (A) Developing purchasing objectives for procurement in a manner that meets CFX’s requirements;
- (B) Working with other CFX departments to establish standardization of goods and/or services where practical within a competitive environment;
- (C) Promoting and maintaining good will between CFX and its contractors, including encouraging full and open competition and assuming fair and equitable business dealings with all contractors;

- (D) Ensuring that all procurements are made in compliance with the applicable statutes, rules, regulations, and policies;
- (E) With the assistance of the purchasing user department, handling complaints and warranties regarding purchases and negotiating the return of merchandise;
- (F) Training CFX personnel regarding this Article and the Procedures Manual, as needed; and
- (G) Managing the operational procedures for the P-Card Program as established in **Section 10.1.15: Purchasing Card Program** below.

Adopted: 2024-440. Revised: 2024-444; 2025-454; 2026-460.

Section 10.1.6 Standard of Conduct

- 10.1.6.1 Except for purchases made in accordance with **Section 10.1.15: Purchasing Card Program** below, CFX employees are prohibited from purchasing any materials, supplies, equipment, or services, or entering into any procurement contract on behalf of CFX unless expressly authorized to do so by the Board.
- 10.1.6.2 Individuals responsible for unauthorized purchases or obligations shall be in violation of this Article and shall be disciplined accordingly. Such disciplinary action may include reimbursement by the individual to CFX for unauthorized purchases or obligations. Depending on the severity of the violation, further disciplinary action may be warranted.
- 10.1.6.3 No employee of CFX shall obligate CFX in any transactions whereby the employee may derive income or benefits other than those provided as compensation from CFX.
- 10.1.6.4 The Standard of Conduct as it relates to this Article and the Procurement Procedures Manual is promulgated in CFX's Code of Ethics, as may be amended by the Board from time to time.
- 10.1.6.5 In addition, all staff employed in the Procurement Department shall adhere to the following ethical principles and values specific to the procurement function:
 - (A) Maintain impartiality and fairness in all procurement activities and avoid any actions that could create the appearance of impropriety
 - (B) Prevent conflicts of interest and disclose any potential or actual conflicts in accordance with applicable laws and policies, including but not limited to the requirements of **Chapter 3: CFX Code of Ethics**.
 - (C) Promote open, fair, and transparent competition
 - (D) Conduct all procurement activities with integrity, accountability, and ethical stewardship of public funds
 - (E) Safeguard confidential and proprietary information
 - (F) Uphold public trust through responsible and ethical procurement practices

10.1.6.6 Vendor Ethics

- (A) It shall be the policy of CFX that all Contractors, Vendors, Consultants, and other entities doing business with CFX conduct such business in a manner that upholds the integrity, fairness, and transparency of CFX's procurement and contracting processes.
- (B) The Board hereby requires that all such entities:
 - (1) Comply with the applicable provisions of Chapter 112, Florida Statutes, Code of Ethics for Public Officers and Employees, including any restrictions applicable to individuals and entities doing business with public agencies.
 - (2) Promptly disclose to CFX any actual or potential conflict of interest, organizational conflict of interest, or other circumstance that could reasonably be expected to impair the entity's objectivity, independence, or ability to perform work in CFX's best interests.
 - (3) Refrain from offering, providing, soliciting, or accepting any gift, gratuity, favor, compensation, employment opportunity, or other thing of value intended to improperly influence any CFX procurement, contracting decision, or official action.
 - (4) Comply with all applicable communication restrictions, including those set forth in **Chapter 10, Article 3: Lobbying Blackout and Debriefing Policy**, and refrain from unauthorized contact during active procurement processes.
 - (5) For Consultants, provide the disclosures required under Section 348.753(8), Florida Statutes, as further provided in **Chapter 3: Ethics** of this Code.

Adopted: 2024-440. Revised: 2025-454; 2026-460.

Division II: Competition and Methods of Procurement

Section 10.1.7 Competition Requirement

- 10.1.7.1 It shall be the policy of this Board that, unless otherwise provided in this Article, all procurements shall generally be competitively solicited.
- 10.1.7.2 The Board hereby recognizes the following:
 - (A) Fair and open competition is a basic tenet of public procurement;
 - (B) Such competition reduces the appearance and opportunity for favoritism and inspires public confidence that contracts are awarded equitably and economically; and
 - (C) Documentation of the acts taken, and effective monitoring mechanisms, are important means of curbing any improprieties and establishing public confidence in the process by which procurements are made.
- 10.1.7.3 The Board additionally finds the following:
 - (A) The expeditious delivery of projects and acquisition of necessary goods and services best serves CFX and its customers;

- (B) Specifically in relation to Small Purchases, the benefits of competition, whether by formal or informal method of competitive procurement, do not outweigh the cost or the administrative burden associated therewith; and
- (C) Formal methods of competitive procurement (e.g., invitations to bid, or requests for proposals, etc.) add additional inefficiencies, administrative burden, and time to the completion of the procurement process; whereas, informal, quote-based procurements assist in streamlining the procurement process while still soliciting competition. Accordingly, formal methods of competitive procurement should generally be reserved for procurements of higher value and impact.

Adopted: 2024-440. Revised: 2025-454.

Section 10.1.8 Procurement Thresholds

10.1.8.1 To balance the benefits of competitive procurement against the cost and administrative burdens associated therewith, the Board hereby sets the following **“Procurement Thresholds”**:

- (A) **“Small Purchase Threshold”** shall mean the maximum aggregate contract award value for which a procurement may be made without soliciting competition in accordance with **Subsection 10.1.10.2** of this Article.
- (B) **“Informal Procurement Threshold”** shall mean the maximum aggregate contract award value for which a procurement may be made using a simplified, quote-based method of competitive procurement in accordance with **Subsection 10.1.10.3** below. The applicable Informal Procurement Threshold shall be the **“Single-Year Award Threshold”** for procurements having contract awards with an initial term of one year or less, and the **“Multi-Year Award Threshold”** for procurements having contract awards with an initial term exceeding one year.
- (C) The Small Purchase Threshold and Informal Procurement Threshold shall each be as shown in **Table 1: Procurement Thresholds** below:

Table 1: Procurement Thresholds	
Threshold	Amount
Small Purchase Threshold	\$15,000.00
Informal Procurement Threshold	<u>Single-Year Award Threshold:</u> \$160,000.00
	<u>Multi-Year Award Threshold:</u> \$300,000.00

10.1.8.2 Any procurement where the total aggregate contract award exceeds the applicable Informal Procurement Threshold shall be made in accordance with **Subsection 10.1.10.4: Formal Procurements** below.

10.1.8.3 The amounts listed in **Table 1: Procurement Thresholds** shall be the initial thresholds as approved by the Board in August of 2026. Such amounts shall be subject to automatic adjustment every July of each even year thereafter, with such adjustment being based upon the Consumer Price Index for All Urban Consumers (CPI-U) in the South, utilizing the latest index data available in June of the adjustment year. The adjusted Small Purchase Threshold shall be rounded up to the next highest multiple of \$1,000, the adjusted Single-Year Award

Threshold shall be rounded up to the next highest multiple of \$5,000, and the adjusted Multi-Year Award Threshold shall be rounded up to the next highest multiple of \$10,000. The Procurement Director shall be responsible for timely updating the Procurement Procedures Manual to reflect the current adjusted Procurement Thresholds accordingly.

- 10.1.8.4 Procurements shall generally not be divided into more than one purchase order, project, or contract solely for the purpose of circumventing either of the Procurement Thresholds; however, procurements may be divided for other legitimate purposes, including without limitation providing small businesses a greater opportunity to participate in CFX's procurements.

Adopted: 2024-440. Revised: 2025-454; 2026-460.

Section 10.1.9 Approval/Execution Thresholds

- 10.1.9.1 To optimize efficiency in the day-to-day business transactions of CFX, the Board hereby delegates the approval and execution authorities as found in **Table 2: Approval/Execution Thresholds** below.

Table 2: Approval/Execution Thresholds		
Total Aggregate Contract Award Value	Approval Authority	Procurement Contract Execution Authority
≤ \$80,000.00	Procurement Director	Procurement Director
> \$80,000.00 ≤ Applicable Informal Procurement Threshold	Procurement Director and Executive Director	Procurement Director with consent of Executive Director
> Applicable Informal Procurement Threshold	Board	Procurement Director or Executive Director

- 10.1.9.2 In addition to the monetary-based approval/execution thresholds above, the Procurement Director is hereby delegated the authority to:
- (A) Negotiate procurements on behalf of CFX within the confines of this Chapter and applicable law; and
 - (B) For proposal-based procurement solicitations:
 - (1) Approve the results of any ranking and/or shortlisting by a Selection Committee, as defined in **Subsection 10.3.4.2(C) of Article 3: Lobbying Blackout and Debriefing Policy** of this Chapter; and
 - (2) Engage in and complete competitive negotiation with each ranked Contractor: (a) in accordance with Section 287.055(5), Florida Statutes, for Professional Services, when applicable; and (b) as otherwise provided in the Procurement Procedures Manual.
- 10.1.9.3 The monetary amounts shown in **Table 2: Approval/Execution Thresholds** above shall be adjusted every two years using the same methodology provided in **Subsection 10.1.8.3** above, rounded up to the next highest multiple of \$5,000.00.

- 10.1.9.4 The Procurement Director is hereby authorized to delegate the authority granted to them in this Chapter, as herein limited, to their designee upon receiving the approval of the Executive Director or their designee to make such delegation.
- 10.1.9.5 The Executive Director is hereby authorized to delegate the authority granted to them in this Chapter, as herein limited, to their designee as they deem reasonably necessary and appropriate.

Adopted: 2024-440. Revised: 2024-444; 2025-454; 2026-460.

Section 10.1.10 Methods of Procurement

- 10.1.10.1 Unless otherwise exempted or otherwise permitted under this Article, procurements shall be made using the methods described below. The specifics of each procurement method shall be included in the Procurement Procedures Manual.

10.1.10.2 Small Purchases

- (A) **“Small Purchase(s)”** shall mean procurements where the aggregate contract award value does not exceed the Small Purchase Threshold as established in **Section 10.1.8: Procurement Thresholds** above.
- (B) Small Purchases may be made without soliciting competition so long as the purchasing user department or individual considers the price to be reasonable based on research, experience, and/or purchase history.
- (C) The user department or individual may secure the necessary pricing for Small Purchases on their own or request the assistance of the Procurement Department.

10.1.10.3 Informal Procurements

- (A) **“Informal Procurement(s)”** shall mean procurements where the aggregate contract award value exceeds the Small Purchase Threshold but does not exceed the applicable Informal Procurement Threshold as established in **Section 10.1.8: Procurement Thresholds** above.
- (B) Competition in the selection of all Informal Procurements is preferred and strongly encouraged; however, the Executive Director and Procurement Director are hereby authorized to waive competition for Informal Procurements: (1) should such individuals jointly decide that doing so would best facilitate the day-to-day business of CFX; and (2) if applicable law does not otherwise require competition.
- (C) Unless exempted, waived, or expressly permitted under this Article, Informal Procurements shall be made using a simplified, quote-based method of competitive procurement.
- (D) At least three written quotes must be solicited before an Informal Procurement may be made. If, for some reason, three quotes cannot be obtained, the good faith attempts to receive three quotes must be documented prior to an Informal Procurement being made.

10.1.10.4 Formal Procurements

- (A) **“Formal Procurement(s)”** shall mean procurements where the aggregate contract award value exceeds the applicable Informal Procurement Threshold as established in **Section 10.1.8: Procurement Thresholds** above.
- (B) Unless otherwise exempted or permitted under this Article, Formal Procurements shall be competitively awarded based on the submission of sealed competitive bids in response to invitations to bid, sealed competitive proposals submitted in response to a request for proposal, sealed competitive proposals submitted in response to a request for qualifications, or sealed competitive proposals submitted for competitive negotiation.

10.1.10.5 Statutory Limitations. When selecting the method by which to make a procurement, the Procurement Director shall be mindful of the limitations of applicable law, including without limitation:

- (A) **Professional Services Consultants.** Professional Services shall be acquired in compliance with the Consultants’ Competitive Negotiation Act (“**CCNA**”), Section 287.055, Florida Statutes, under the procedures detailed in the Procurement Procedures Manual.
- (B) **Construction Managers.** Construction Managers and Program Management Entities shall be acquired in compliance with Section 255.103, Florida Statutes, under the procedures detailed in the Procurement Procedures Manual.
- (C) **Fiscal Agents.** Fiscal Agents are required to be obtained by sealed proposals from at least three persons, firms, or corporations for the performance of any services as fiscal agents under Section 348.753(5), Florida Statutes.
- (D) **External Auditor Selection.** Auditors acquired to conduct the annual financial audit required by Section 218.39, Florida Statutes, shall be acquired in accordance with auditor selection procedures consistent with the requirements of Section 218.391, Florida Statutes.
- (E) **Investment or Management of Public Funds.** Procurements relating to the investment or management of public funds shall comply with the standards established in Section 215.47, Florida Statutes.

10.1.10.6 Unless otherwise specified as an exception in this Chapter, regardless of the method of procurement used, Board approval is required for the award of any contract award with a total aggregate value that exceeds the applicable Informal Procurement Threshold.

Adopted: 2024-440. Revised: 2025-454; 2026-460.

Section 10.1.11 Alternative Methods of Procurement

10.1.11.1 The Board hereby approves the use of alternative methods of procurement to those provided in **Section 10.1.10: Methods of Procurement** above, including without limitation the use of Cooperative Purchasing and Piggybacking so long as such alternative methods of procurement are:

- (A) Competitive (unless otherwise exempt from competition under this Article) or, in the case of Cooperative Purchasing and Piggybacking, are based on contracts or agreements that were competitively procured; and
- (B) Compliant with applicable law, as well as the letter and intent of this Article.

10.1.11.2 Except as provided in this section, Approval/Execution Thresholds, as provided in **Section 10.1.9: Approval/Execution Thresholds** above, shall remain applicable regardless as to the Alternative Procurement Method used.

10.1.11.3 In consultation with the General Counsel or their designee, the Procurement Director shall develop, approve, and incorporate into the Procurement Procedures Manual specific procedures to be followed when using any such Alternative Method of Procurement prior to such Alternative Method of Procurement being used.

Adopted: 2024-440. Revised: 2025-454; 2026-460.

Section 10.1.12 Waivers of Competition Requirements

10.1.12.1 Competition Waiver Requirements

- (A) The Procurement Director may issue waivers from the competition requirements of this Article to the extent authorized in this Section, or as otherwise expressly provided in this policy.
- (B) Even should a specific classification or type of procurement be deemed exempt from the competition requirements of this Article, the Procurement Director may determine that such procurement should instead be obtained by competitive means if they believe so-doing to be practical, reasonable, and in the best interest of CFX.
- (C) Waivers of competition under this Article shall not constitute waivers of any applicable provision of law that otherwise requires competition. As such:
 - (1) Waivers from competition for Construction Services may only be issued for awards where competition for such Construction Services would not otherwise be required under Section 255.20, Florida Statutes.
 - (2) Waivers from competition for Professional Services may only be issued for awards where compliance with the competitive selection and competitive negotiation provisions of Section 287.055, Florida Statutes, would not otherwise be required.
 - (3) No waiver of competition may be granted regarding the procurement of fiscal agents that would otherwise conflict with the requirements of Section 348.753(5), Florida Statutes.
- (D) Unless otherwise expressly provided, a waiver of this Article's competition requirements shall not be considered a waiver of any other requirement of this policy, including without limitation the Procurement Thresholds provided in **Section 10.1.8: Procurement Thresholds** above or the Approval/Execution Thresholds provided in **Section 10.1.9: Approval/Execution Thresholds** above.

- (E) Provided that it is permitted under applicable law, nothing in this Article shall prevent the Board from waiving its own competition requirements based upon a finding consistent with **Subsection 10.1.3.6** above.

10.1.12.2 **Emergency Purchase Waivers**

- (A) **“Emergency”** shall mean:
- (1) A reasonably unforeseen breakdown in machinery, or damage, destruction, or obstruction of machinery, roadway, or any property owned or operated by CFX;
 - (2) A threatened termination of an essential service;
 - (3) The development of a dangerous condition;
 - (4) The development of a circumstance causing the stoppage or slowdown of an essential service;
 - (5) A threat to the public health, welfare, or safety; and/or
 - (6) The opportunity to secure significant financial gain, or avoid significant financial loss, through immediate or timely action.
 - (7) Regarding Construction Services, the definition of **“Emergency”** shall be limited to circumstances that meet the criteria set forth in Section 255.20(1)(c)1., Florida Statutes, more specifically, if the construction project to be procured is undertaken to replace, reconstruct, or repair an existing public building, structure, or other public construction works damaged or destroyed by a sudden unexpected turn of events such as an act of God, riot, fire, flood, accident, or other urgent circumstances, and such damage or destruction creates:
 - (a) An immediate danger to the public health or safety;
 - (b) Other loss to public or private property which requires emergency government action; or
 - (c) An interruption of an essential governmental service.
- (B) **“Emergency Purchase”** shall mean a procurement with limited or no competitive process when such purchase is necessary to remedy or lessen the harmful effects of an Emergency. An Emergency Purchase may also include the temporary extension of an expired contract when necessary to maintain business continuity until a replacement contract can be competitively procured or otherwise awarded in compliance with this policy.
- (C) Waivers of competition may be issued for Emergency Purchases with limited or no competitive process, and without the requisite Board approval, when such purchase is necessary to remedy or lessen the harmful effects of an Emergency.
- (1) Under such Emergency circumstances:
 - (a) The Procurement Director, or their designee, shall be authorized to approve and execute contracts for Emergency Purchases under the Informal Procurement Threshold; and
 - (b) The Executive Director, or their designee, shall be authorized to approve and execute contracts for Emergency Purchases at any amount.

- (2) All Emergency Purchases at or above the Formal Procurement Threshold shall be submitted to the Board for ratification and approval at the next scheduled Board meeting practicable.

10.1.12.3 Sole Source Procurement Waivers

- (A) **“Sole Source Procurements”** shall mean a Procurement where the required goods or services are available from only one source, or where a single source is determined to be necessary to meet CFX’s operational, technical, or functional requirements.
- (B) Sole Source Procurements of services must be limited to situations where a Vendor is uniquely qualified to perform such services or where the services are integral to existing operations, systems, or ongoing service needs, such that no reasonable alternative source exists. Such lack of an alternative source must be determined only after a reasonably thorough analysis of the marketplace.
- (C) Compatibility with existing software or equipment shall be an acceptable justification for a waiver of competition requirements provided the procurement meets the other criteria within the definition of a Sole Source Procurement provided in **Subsection 10.1.12.3(A)**.
- (D) Maintenance agreements, including agreements regarding the maintenance of computers and related equipment, software, copiers, faxes, and other related office equipment, servers, network switches, and firewalls, are permitted Sole Source Procurements when there is a reasonable basis to conclude that such agreements are in CFX’s best interest or when maintenance from other contractors will void an equipment warranty.
- (E) Business continuity requirements may constitute a valid basis for a Sole Source Procurement where there is a reasonable basis to conclude that a change in vendor would result in a material disruption to CFX’s operations, loss of critical functionality, or degradation of service levels, and where such disruption cannot be reasonably mitigated through transition or competition.
- (F) Standardization may constitute a valid basis for a Sole Source Procurement where CFX has established or determined the need for uniformity in goods, services, or systems to support enterprise-wide operations, maintenance, training, public safety, and the level of service provided to the traveling public, and where deviation from such standards would result in inefficiencies, increased lifecycle costs, reduced reliability, or a diminished level of service.

10.1.12.4 **Lack of Adequate Competition.** The Procurement Director may waive the competition requirements of this policy in circumstances where there is an established lack of adequate competition available in the marketplace, as determined after at least one unsuccessful solicitation.

Adopted: 2024-440. Revised: 2025-454; 2026-460.

Section 10.1.13 Exemptions from Competition

10.1.13.1 Due to the specific nature of each of the procurement types and classifications provided for in this Section, they are hereby exempt from this Article’s competition requirements. No

documented waiver of this policy's competition requirements shall be required for any procurement deemed exempt hereunder.

10.1.13.2 Unless otherwise expressly provided, exemption from this Article's competition requirements shall not be considered exemption from any other requirement of this policy, including without limitation the Procurement Thresholds provided in **Section 10.1.8: Procurement Thresholds** above or the Approval/Execution Thresholds provided in **Section 10.1.9: Approval/Execution Thresholds** above.

10.1.13.3 **Exempted Procurement Types and Classifications**

- (A) Small Purchases, as discussed in **Subsection 10.1.10.2: Small Purchases** above;
- (B) The purchase of regulated services, such as telephone, electricity, natural gas, water, or similar services where rates or prices are fixed by legislation or by federal, state, county, or municipal regulations. The purchase of internet services is additionally exempt under this provision;
- (C) P-Card and petty cash purchases made in accordance with established CFX procedures;
- (D) Dues and memberships in trade or professional organizations;
- (E) Subscriptions for periodicals or professional research platforms or databases;
- (F) The direct purchase of advertisement and advertising services; however, not to include the procurement of the services of an advertising agency which must be competed;
- (G) Postage costs;
- (H) Legal services, advocacy services, paralegal services, appraisal services, mediators, hearing officers, expert witnesses, and court reporters;
- (I) Abstracts of titles for real property and title insurance for real property;
- (J) Copyrighted materials and/or patented materials;
- (K) Artistic services, including the rendering by a contractor of its time and effort to create or perform an artistic work in the fields of music, dance, drama, folk art, creative writing, painting, sculpture, photography, graphic arts, craft arts, industrial design, costume design, fashion design, motion pictures, television, radio, or tape and sound recording;
- (L) Job-related travel; seminars; tuition; registration fees; and training;
- (M) Blanket purchase orders issued on an annual basis wherein the exact quantity of items or identification of specific items cannot be determined in advance;
- (N) Direct contracts for goods and/or services between CFX and any other state, county, special district, municipal government, state college or university, and/or any other governmental agency or political subdivision;
- (O) Food related to an authorized function;
- (P) Employment agreements; and

- (Q) Regulatory environmental and wildlife mitigation credits and protected species relocation services.

10.1.13.4 **Budgetary Approvals.** The following categories of procurements shall be deemed authorized through the Board-approved budget, shall not require separate Board approval, and may be approved, regardless of the dollar amount, by the Procurement Director, provided that:

- (A) Procurements exceeding the Informal Procurement Threshold shall require the consent of the Executive Director; and
- (B) Such expenditures are consistent with the Board-approved budget for the applicable fiscal year:
 - (1) Utility and communication services, including but not limited to electricity, water, sewer, stormwater, local solid waste/sanitation assessments, natural gas, telecommunications, internet services, and contracts directly related to the establishment, continuation, maintenance, or modification of such services; and
 - (2) Advertising placements, including the purchase of advertising space, airtime, sponsorship placements, digital advertising, and other media placements.

10.1.13.5 **State of Florida Contracts**

- (A) The Board recognizes the State of Florida's policy of establishing competitively procured purchasing agreements and State Term Contracts for the benefit of its agencies and eligible entities to promote administrative efficiency, competition, and value.
- (B) Accordingly, Board approval shall not be required for procurements made pursuant to Section 287.056, Florida Statutes, through State of Florida contracts or "Alternate Contract Sources" established by a participating addendum executed by the State, provided each procurement does not exceed \$1,000,000.00 and is evaluated in accordance with the Procurement Procedures Manual, including a review of the applicable terms, conditions, and pricing, to determine that the procurement is in the best interest of CFX.

Adopted: 2024-440. Revised: 2025-454; 2026-460.

Section 10.1.14 Emergency Suspension of Procurement Policy

10.1.14.1 The Executive Director is authorized to, during a State of Emergency applicable to any part of the CFX Area of Service as declared by the federal government, state government, and/or any local government, temporarily suspend the applicability of this Article until the earliest of the following dates:

- (A) The date on which the applicable State of Emergency expires, unless renewed by the declaring government; or
- (B) The date of the next Board meeting when such temporary suspension may be approved or rescinded by the Board.

10.1.14.2 In the event of such suspension, waivers of competition shall not be necessary for purchases; however, the Procurement Department shall make a reasonable attempt to maintain control of costs through negotiation and competition whenever practicable.

10.1.14.3 Any procurement made during the time this Article was suspended must:

- (A) Comply with applicable law; and
- (B) Be documented and presented to the Board as an information item at the next Board meeting practicable.

Adopted: 2024-440. Revised: 2025-454.

Division III: Procurement Programs

Section 10.1.15 Purchasing Card Program

- 10.1.15.1 A Purchasing Card Program (“**P-Card Program**”) is hereby established to provide authorized CFX employees with the ability to make minor purchases on behalf of CFX using a CFX charge card, so long as such purchases do not exceed the limit set by the Procurement Procedures Manual as approved by the Executive Director.
- 10.1.15.2 All goods and/or services purchased under this P-Card Program shall be in accordance with the requirements of the Procurement Procedures Manual.
- 10.1.15.3 The Procurement Department shall be responsible for managing the P-Card Program and ensuring compliance with the Procurement Procedures Manual.

Adopted: 2024-440.

Section 10.1.16 Owner Direct Purchase Program

- 10.1.16.1 When a government entity buys materials for use in a public works construction project, such purchases may be exempt from sales tax should such entity follow certain procedures. Direct purchase of materials by a government entity for use in a public works construction project is commonly referred to as an “**Owner-Direct Purchase Program**” (“**ODP Program**”).
- 10.1.16.2 There is hereby established an ODP for CFX. It shall be the policy of CFX to, when reasonable, practical, and appropriate, include language in the project specifications for its public works construction projects that gives CFX the option to make direct purchases of certain materials from a contractor’s vendors at prices quoted to the contractor. This option will allow CFX to take advantage of its exempt status from payment of Florida State Sales Tax, resulting in a cost reduction to CFX.
- 10.1.16.3 All purchases made under the ODP program must comply with applicable Florida law and the procedures outlined in the Procurement Procedures Manual.
- 10.1.16.4 Board approval of an ODP is not required since the Board would have previously approved the award of the construction or other contract from which the funds to pay for the ODP will be taken. The Procurement Director is authorized to approve an ODP regardless of the amount.

Adopted: 2024-440. Revised: 2024-444; 2026-460.

Section 10.1.17 Emerging and Developing Technology Pilot Program

- 10.1.17.1 It is the Board's policy that CFX continues to be on the cutting edge of emerging and developing technologies that may assist CFX in meeting its growing maintenance and operational needs. As such, an Emerging and Developing Technology Pilot Program ("**EDT Pilot Program**") is hereby established so that CFX may engage in pilots of emerging and/or developing technology and/or software solutions without requiring competition.
- 10.1.17.2 Under this EDT Pilot Program, emerging and/or developing technology or software solutions shall be exempt from the competition requirements of this Article so long as:
- (A) The purpose of the subject pilot is to test and/or refine a technology or software solution that is still in development or is not generally available on the commercial market for purchase; and
 - (B) The Chief of Technology/Operations deems CFX's participation in such a pilot program to be of interest to CFX.
- 10.1.17.3 In all pilot program Contracts, CFX shall incorporate provisions:
- (A) Clarifying that CFX's participation in any such pilot shall not be considered an endorsement of the technology and/or software solution by CFX and prohibiting the use of CFX's name or status as a participant in the pilot in any of the Contractor's sales, promotion, and/or marketing efforts;
 - (B) Prohibiting public-facing branding by Contractor or other private entity of the technology and/or software being piloted; and
 - (C) Granting CFX the option to procure or license the use of the applicable emerging and/or developing technology should, after completion of the relevant pilot period, the Chief of Technology/Operations determines:
 - (1) That the pilot program was successful; and
 - (2) In consultation with the Executive Director, that exercising such option would be in the best interest of CFX.

Adopted: 2024-440. Revised: 2025-454; 2026-460.

Section 10.1.18 Rapid Response Program

- 10.1.18.1 It is the Board's policy that expedited procurement for minor public construction, repair, and maintenance projects is often needed to protect the public's health, safety, and welfare, or to otherwise further the mission and interests of CFX. As such, the Board hereby establishes a Rapid Response Program (the "**RR Program**"). The goal of the RR Program is that such expedited procurements will progress from identification of the project to commencement of construction within an estimated 90 days.
- 10.1.18.2 "**Rapid Response Contract(s)**" shall be task-order-based contracts utilized for minor public construction and maintenance projects that require expedited procurement and construction to protect the public's health, safety, and welfare, or to otherwise further the mission and interests of CFX.

- 10.1.18.3 Rapid Response Contracts shall be solicited for specific types of work. Pools of rapid response contractors shall be populated with contractors that meet the specified qualifications and are able to provide expedited work. At least three contractors shall be preferred for each type of work, with each such contractor being awarded a separate Rapid Response Contract.
- 10.1.18.4 Task orders issued under Rapid Response Contracts shall be limited to construction of minor improvements and/or performance of repair or maintenance to a public building, structure, or other public construction works estimated not to exceed the threshold amounts set for construction and electrical work provided in Section 255.20(1), Florida Statutes, as adjusted in accordance with Section 255.20(2), Florida Statutes. No project or requirement shall be artificially divided into multiple task orders for the purpose of avoiding the limitations of this Section, the competitive bidding requirements of Section 255.20, Florida Statutes, or any applicable Approval/Execution Thresholds.
- 10.1.18.5 Rapid Response Contracts shall require that task orders issued thereunder be competed among the task-applicable pool of rapid response contractors.
- 10.1.18.6 The Procurement Director is hereby authorized to approve and execute all task orders issued under any Rapid Response Contract, so long as the aggregate annual amount of all such task orders so-approved and executed does not exceed the limit set forth in **Subsection 10.1.18.4** above.

Adopted: 2024-440. Revised: 2026-460.

Section 10.1.19 Responsible Procurement Practices

- 10.1.19.1 It shall be the policy of the Board to promote the prudent expenditure of public funds through objective, performance-based, responsible procurement practices. In the context of this Section, “practical” is defined as goods and services that are sufficient in performance and reasonably available at a reasonably competitive cost.
- 10.1.19.2 In accordance with Sections 287.05701, Florida Statutes, nothing in this Section shall be construed to authorize the consideration of social, political, or ideological interests in the award of a contract.
- 10.1.19.3 To implement this provision, the Procurement Department shall develop procedures that:
- (A) Encourages the use of recycled supplies/materials when practical, consistent with Section 403.7065, Florida Statutes.
 - (B) Considers lifecycle costs, durability, maintenance requirements, operating efficiency, warranty, compatibility, and other objective factors that contribute to the best value for CFX.
 - (C) Reduces waste by reviewing how supplies, materials and equipment are manufactured, purchased, packaged, delivered, used, and disposed of, when doing so supports operational efficiency, regulatory compliance, or reduced total cost of ownership.
- 10.1.19.4 Nothing in this provision or in the Procurement Procedures Manual shall be construed as requiring the purchase of products that do not perform adequately and/or are not reasonably available at a reasonable cost.
- 10.1.19.5 CFX shall comply with all applicable State of Florida laws governing vendor eligibility, certifications, affidavits, and restrictions on public contracting, as such laws may be enacted,

amended, or repealed from time to time. The Procurement Director, in consultation with the General Counsel, shall develop and periodically update the procedures, forms, certifications, affidavits, representations, and contract provisions necessary to implement such requirements.

Adopted: 2024-440. Revised: 2026-460.

Section 10.1.20 Business Opportunities

10.1.20.1 The Board has adopted a Business Opportunities Policy administered by the Business Opportunities Department in collaboration with the Procurement Department.

10.1.20.2 Refer to **Article 4: Business Opportunities Policy** for more information regarding CFX's procurement programs and initiatives for small and local businesses.

Adopted: 2024-440. Revised: 2024-444; 2025-454; 2025-456.

Division IV: Contracting

Section 10.1.21 Contract Standardization

10.1.21.1 Standard CFX boilerplates for contracts, amendments, supplemental agreements, renewals, and similar documents shall be developed and used whenever possible. The Procurement Director shall work with General Counsel to develop such standardized boilerplates.

10.1.21.2 General Counsel may decide, using their sole professional discretion, to update and revise such standardized boilerplates from time to time. The Procurement Director shall additionally be responsible for making suggested revisions to the standardized boilerplates for approval by General Counsel should the Procurement Director believe such revision would best serve CFX and its procurement objectives.

Adopted: 2024-440.

Section 10.1.22 General Counsel's Review and Approval Obligation

10.1.22.1 Small Purchase and Informal Procurement Review

- (A) Review by General Counsel, or their designee, shall not generally be required for any Small Purchase or Informal Procurement contracts or purchase orders, except as provided in **Subsections 10.1.22.1(C)** and **10.1.22.1(D)** below.
- (B) The foregoing notwithstanding, should the Executive Director, Department Chief, Procurement Director, Risk Management Director, or other applicable Department Director believe that legal review of a particular Small Purchase or Informal Procurement contract or purchase order is merited, General Counsel, or their designee, shall provide such review upon request.
- (C) No contract or purchase order requiring CFX to indemnify another party or waive, limit, or otherwise impair its sovereign immunity protections shall be approved without review by the General Counsel or their designee.

- (D) The General Counsel may establish and periodically revise additional contractual provisions requiring review by the General Counsel or their designee prior to execution. Any such categories shall be communicated in writing to the Procurement Director.

10.1.22.2 Formal Procurement Review

- (A) Once a particular boilerplate has been standardized with the review of General Counsel or their designee, Formal Procurements may be made using such standardized boilerplates without further legal review so long as:
 - (1) No change or amendment has been made to the standardized boilerplate's language as most recently approved by General Counsel or their designee; and
 - (2) The applicable vendor has not added any additional terms and/or conditions.
- (B) General Counsel, or their designee, is required to review Formal Procurements where the applicable standardized boilerplate's language has been altered in any manner from the language most recently approved thereby.
- (C) It is recognized that, due to their specialized nature, agreements with other governmental agencies, certain vendors, and financial institutions may preclude the use of standard CFX boilerplate documents. In such instances, review of such non-standard documents for Formal Procurements must be completed by the General Counsel or their designee.

Adopted: 2024-440. Revised: 2025-454; 2026-460.

Section 10.1.23 Contract Terms and Conditions

10.1.23.1 Contract Terms

- (A) The Procurement Director is hereby granted the authority to, within the limitations set forth in this Subsection, determine the initial and renewal terms of a procurement contract based on the nature of the procurement.
- (B) Unless otherwise provided in this Section, procurement contracts shall, where practicable, be structured with a defined multi-year term, provided such contracts include a termination for convenience provision of no more than 30 calendar days. Contracts with an initial term of up to three years are generally preferred; however, longer or shorter initial terms may be utilized where warranted by the nature of the goods or services, operational considerations, or to achieve greater efficiency or value to CFX. The sum of the initial term and all renewals and extensions thereto may not cumulatively exceed 10 years.
- (C) Both "continuing contracts", as defined in Section 287.055(2)(g), Florida Statutes, and continuing contracts for Specialized Services shall have initial and renewal terms set in compliance with **Subsection 10.1.23.1(B)** above; however, the terms of such continuing contracts may be drafted in a manner that permits their provisions to remain in full force and effect as to any work authorizations or task orders outstanding at the time of contract expiration until either: (1) the Consultant's satisfactory completion of such work authorizations or task orders; or (2) termination of such work authorizations or task orders by CFX.

- (D) Project-specific Professional Services contracts and contracts for Construction Services shall have no fixed term and instead shall be based on project schedules and continue in full force and effect until either the specific project for which the procurement was made has been satisfactorily completed by the Contractor, or the contract is terminated in compliance with the terms and conditions therein.
- (E) Rapid Response Contracts shall have a term no longer than three years with no renewals; however, the terms of such contracts may be drafted in a manner that permits their provisions to remain in full force and effect as to any work authorizations or task orders outstanding at the time of contract expiration until either: (1) the Contractor's satisfactory completion of such work authorizations or task orders; or (2) termination of such work authorizations or task orders by CFX.

10.1.23.2 Major Subcontractor Requirements

- (A) For the purposes of this **Subsection 10.1.23.2** only, "**Major Subcontractor**" shall mean any person or entity engaged by a contractor to perform a specifically identified and substantive portion of the work required under the contract. A Major Subcontractor is responsible for performing a clearly designated portion of the contract scope on behalf of the contractor.
- (B) The term does not include ancillary third-party services obtained in the ordinary course of business, such as delivery and courier services, utility providers, law enforcement services, travel providers, court reporters, mediators, and similar service providers, provided such entities are not responsible for performing any portion of the contract scope.
- (C) All contracts in excess of the applicable Informal Procurement Threshold shall contain a "Major Subcontractor" provision in substantially the following form, with the terms "Contractor" and "Consultant" used as appropriate:

*"If, during the term of this Contract and any renewals hereof, the Contractor/Consultant desires or intends to provide payment to any person or entity engaged by the Contractor/Consultant to perform a specifically identified and substantive portion of the work required under the contract (a "**Major Subcontractor**") that was not disclosed to CFX at the time this Contract was originally awarded, the Contractor/Consultant shall first submit a request to the Procurement Director to add such Vendor to the approved Major Subcontractors under this Contract. CFX shall not be responsible to Contractor/Consultant for any payments made or obligated to any such Subcontractor should Contractor/Consultant have failed to add such Subcontractor to this Contract's Major Subcontractor list in compliance with this provision."*

Adopted: 2024-440. Revised: 2025-454; 2026-460.

Section 10.1.24 Amendments, Renewals, and Extensions

10.1.24.1 Amendments

- (A) The Procurement Director is hereby authorized to approve and execute contract amendments and supplemental agreements related to contracts for Informal Procurement so long as such amendments and supplemental agreements would not

result in the aggregate contract award value exceeding the Informal Procurement Threshold.

- (B) If an amendment or supplemental agreement to an Informal Procurement contract would increase the aggregate contract award value to an amount exceeding the Informal Procurement Threshold, then such amendment or supplemental agreement requires approval from the Board.
- (C) The Procurement Director is hereby authorized to approve and execute contract amendments and/or supplemental agreements that increase the aggregate contract award value for Formal Procurement contracts approved by the Board, provided that the total cumulative dollar amount of any increases approved by the Procurement Director for a particular contract shall not exceed the lesser of 33% of the aggregate contract award value initially approved by the Board or \$300,000.00. Any increase that would cause the total cumulative dollar amount of such increases to exceed this limit shall require Board approval. This authority shall be in addition to any contingencies and allowances already approved by the Board as part of the contract.
- (D) The monetary amount in **Subsection 10.1.24.1(C)** above shall be adjusted every two years using the same methodology provided in **Subsection 10.1.8.3**, rounded up to the next highest multiple of \$10,000.00.
- (E) Amendments or supplemental agreements that only alter a procurement contract's scope, value, and/or time but do not otherwise change any of the underlying legal terms of the procurement contract are not required to be reviewed by General Counsel or their designee.

10.1.24.2 Extensions/Renewals

- (A) The Procurement Director is hereby authorized to approve and execute extensions and renewals of the term of any procurement contract, provided that:
 - (1) If the aggregate contract term, including the extension or renewal, is one year or less, the extension or renewal does not increase the aggregate contract award value above the Single-Year Award Threshold;
 - (2) If the aggregate contract term, including the extension or renewal, exceeds one year, the extension or renewal does not increase the aggregate contract award value above the Multi-Year Award Threshold; and
 - (3) Any increase in aggregate contract award value otherwise complies with the provisions of **Subsection 10.1.24.1: Amendments** above.
- (B) Should there be no remaining renewal periods on a procurement contract's term, an extension may be for additional time only, and only for the reasonable time needed to procure a new contract in compliance with the provisions of this Article, unless otherwise approved by the Board or as provided in **Subsection 10.1.24.2(D)** below.
- (C) The decision to renew or extend a procurement contract or to request that the Board renew or extend a procurement contract shall be made by the appropriate management-level personnel of the purchasing user department in consultation with the Procurement Director.

- (D) Notwithstanding the foregoing, for purposes of business continuity, the Procurement Director is authorized, with the consent of the Executive Director, to approve and execute a one-time extension of any procurement contract for a period not to exceed 90 calendar days where such extension is necessary to allow sufficient time to obtain Board approval of a successor contract or to complete procurement actions, including extended negotiations or coordination related to cooperative, piggyback, or other alternative contracting methods. The aggregate value of any such extension shall not exceed 25% of the most recently approved contract value. This authority is in addition to, and shall not be counted toward, the authority granted for amendments and/or supplemental agreements under **Subsection 10.1.24.1** above.
- (E) Renewals or extensions that only alter a procurement contract's project scope, value, and/or time but do not otherwise change the underlying legal terms of the procurement contract are not required to be reviewed by General Counsel or their designee.

Adopted: 2024-440. Revised: 2025-454; 2026-460.

Section 10.1.25 Termination of Contract

- 10.1.25.1 The Executive Director or any applicable Division Chief is authorized to terminate any procurement contract entered into by CFX with any contractor so long as such termination is in compliance with the terms and conditions of such contract and applicable law.
- 10.1.25.2 The necessary actions for effectuating such termination shall be coordinated with the General Counsel and the Procurement Director.

Adopted: 2024-440.

END OF ARTICLE 1

CHAPTER 10: PROCUREMENT

ARTICLE 2: PROTEST RESOLUTION POLICY

Adopted By: Res. 2024-444

Last Revision: Res. 2026-460

Version Date: 08/13/2026

Division I: General Provisions

Section 10.2.1Title

The provisions of this Article shall be known and cited as the **“Protest Resolution Policy”**.

Adopted: 2024-444.

Section 10.2.2Authority

- 10.2.2.1The Central Florida Expressway Authority (**“CFX”**) is empowered by Chapter 348, Part III, Florida Statutes, to acquire, hold, construct, improve, maintain, and operate the Central Florida Expressway System, and is further authorized to make contracts and to execute all instruments necessary and convenient for conducting its business.
- 10.2.2.2As an expressway authority pursuant to Chapter 348, Florida Statutes, CFX is expressly excluded from the definition of “agency” under Section 120.52, Florida Statutes, and therefore is not subject to the uniform rules of procedure for the resolution of protests arising from the contract solicitation or award process provided in Chapter 120, Florida Statutes.

Adopted: 2024-444.

Section 10.2.3Statement of Policy

- 10.2.3.1The Governing Board (**“Board”**) of CFX hereby establishes this Protest Resolution Policy for the purpose of providing an administrative process through which each Respondent shall be able to, for review and consideration by CFX, raise good faith allegations of any omissions, errors, or mistakes made during CFX’s evaluation of its own or another Respondent’s Solicitation Response that detrimentally impacted the Respondent.
- 10.2.3.2Failure of a Contractor to timely file a Solicitation Response for a particular Procurement Solicitation shall be considered a waiver by such Contractor of any right it has or might have to protest any decision or other action taken by CFX regarding such Procurement Solicitation (e.g., CFX’s decision to issue an award of the underlying project, to reject a Solicitation Response, and/or to cancel the Procurement Solicitation, etc.).
- 10.2.3.3There shall be no right to protest the specifications, terms, or contents of a Procurement Solicitation granted under this Protest Resolution Policy. Instead, Contractors and/or Respondents having concerns or questions regarding the specifications, terms, or contents of the Solicitation Documents of any particular Procurement Solicitation, in lieu of protesting, are required to use such Procurement Solicitation’s provided question-and-answer period to raise any such issues or concerns which may then be addressed by CFX by issuance by Addendum.
- 10.2.3.4There shall be no right to protest any procurement related action or decision made by CFX other than the rights expressly granted by the Board in this Protest Resolution Policy, which shall apply only to Formal Procurements (as defined in **Subsection 10.1.10.4: Formal**

Procurements of Article 1: Procurement Policy of this Chapter). A protest shall only be valid if submitted in accordance with this Article.

- 10.2.3.5 Nothing in this Article may be construed as limiting CFX's ability to enter into a mutually agreed upon settlement with a Protesting Respondent at any time.
- 10.2.3.6 Communications to any CFX Board Member, Chief Officer, employee, and/or any Selection Committee member during an ongoing protest shall at all times be limited to those specifically permitted in **Article 3: Lobbying Blackout Period** of this Chapter.

Adopted: 2024-444. Revised: 2025-454; 2026-460.

Section 10.2.4 Definitions

- 10.2.4.1 Unless otherwise expressly provided in this Article, the definitions found throughout Articles 1 and 3 of this Chapter are hereby incorporated into this Article.
- 10.2.4.2 Additionally, wherever used in this Article, the following terms shall have the following meanings indicated, unless context provides otherwise, and such meanings will apply to both the singular and plural thereof:
- (A) **"Addendum"** shall mean a change, clarification, or correction in the Solicitation Documents issued by CFX prior to the closing of the applicable Procurement Solicitation's submittal period.
 - (B) **"Day"** shall mean one calendar day, unless otherwise specifically referred to as a **"business day"**.
 - (1) A **"business day"** shall mean any day that is an official working day of CFX and excludes Saturdays, Sundays, and CFX-designated holidays.
 - (2) When pluralized, **"days"** and **"business days"** shall mean consecutive calendar or consecutive business days.
 - (3) When any period of time is referred to in this Article by either **"days"** or **"business days"**, it shall be computed to exclude the first day or business day and include the last day or business day of such period.
 - (4) If a period of time is determined by calendar days and the last day of such period falls on a Saturday, Sunday, or CFX-designated holiday, such day shall be omitted from the computation.
 - (C) **"Contractor"** shall have the same meaning as provided in **Subsection 10.1.4.1(D) of Article 1: Procurement Policy** of this Chapter.
 - (D) **"Procurement Solicitation"** shall mean the method of procurement used by CFX to invite Contractors to submit a Solicitation Response for Formal Procurements, including without limitation:
 - (1) **"Invitations to Bid" ("ITB")** shall mean the method of procurement by which CFX solicits sealed competitive bids from Contractors;
 - (2) **"Requests for Proposals" ("RFP")** shall mean the method of procurement by which CFX solicits sealed competitive proposals from Contractors; and

- (3) **“Requests for Qualifications” (“RFQ”)** shall mean the method of procurement by which CFX solicits Contractor qualifications, which may or may not result in an ITB or RFP being issued.
- (E) **“Protesting Respondent”** shall mean a Respondent who files a protest in compliance with this Article.
- (F) **“Respondent”** shall mean a Contractor who timely submitted a Solicitation Response to a Procurement Solicitation issued by CFX.
- (G) **“Solicitation Documents”** shall mean the documents issued by CFX to solicit Solicitation Responses and any related documents (e.g., ITB package, RFP package, RFQ package, etc.), including without limitation any documents therein incorporated or attached thereto.
- (H) **“Solicitation Response”** shall mean a bid, proposal, letter of intent, request for qualifications, or other applicable response submitted by a Contractor or Respondent in response to a Procurement Solicitation issued by CFX.

Adopted: 2024-444. Revised: 2025-454; 2026-460.

Division II: Filing a Protest

Section 10.2.5 Generally

- 10.2.5.1 After CFX completes its evaluation of each Solicitation Response timely received, the Procurement Director shall, in compliance with the Procurement Policy, the Procurement Procedures Manual, and applicable Solicitation Documents, complete one of the following actions:
 - (A) Issue a Notice of Intent to Award; or
 - (B) Cancel the Procurement Solicitation.
- 10.2.5.2 The Procurement Director shall ensure that the Notice of Intent to Award for each Procurement Solicitation allows for a period of no fewer than 13 calendar days to conclude prior to any requisite request for Board approval is made or granted.
- 10.2.5.3 Upon receipt of a written protest that has been filed in compliance with this Article, the Procurement Director, in consultation with the Executive Director, may either halt the award process or, if in the best interest of CFX, continue the award process.
- 10.2.5.4 Any contract executed pursuant to a decision to continue the award process shall be contingent upon the outcome of the protest and contain a “protest contingency provision” whereby the parties acknowledge the ongoing protest and expressly agree that:
 - (A) The contract is contingent upon the outcome of the protest;
 - (B) CFX may modify or immediately terminate the contract depending on the outcome of the protest; and

- (C) The sole remedy against CFX for any such modification or termination shall be limited to payment for goods and/or services provided or performed as of the date of termination.

Adopted: 2024-444. Revised: 2025-454; 2026-460.

Section 10.2.6 Standing and Exclusions

- 10.2.6.1 **Standing.** Standing to protest an award or recommendation of award is limited solely to Respondents who:
 - (A) Submitted a timely Solicitation Response to the Procurement Solicitation under which Notice of Intent to Award was issued by CFX; and
 - (B) Have good faith allegations that:
 - (1) An omission, error, or mistake was made during CFX’s evaluation of its own or another Respondent’s Solicitation Response; and
 - (2) Such omission, error, or mistake detrimentally impacted the Respondent.
- 10.2.6.2 **Exclusions.** The following situations shall not be the basis for a protest:
 - (A) Any decision by CFX to refuse to consider a Solicitation Response received beyond the date/time established in the applicable Solicitation Documents; and
 - (B) Any decision by CFX to cancel a Procurement Solicitation.
- 10.2.6.3 **Timely Filing; Waiver of Protest Right.** The timely filing of a Notice of Protest, Written Protest, and/or any requisite protest bonds shall be jurisdictional requirements. Failure by a Respondent to timely file a Notice of Protest, Written Protest, and/or any requisite protest bonds shall constitute an irrevocable waiver of any right such Respondent has or may have to protest and/or challenge an applicable award or recommendation of award.
- 10.2.6.4 **Withdrawal from Consideration; Waiver of Protest Right.** A Respondent that submits a written withdrawal from further consideration for award, including for the purpose of obtaining an Early Debriefing pursuant to **Section 10.3.10: Early Debriefing of Article 3: Lobbying Blackout and Debriefing Policy** of this Chapter, shall irrevocably waive any right such Respondent has or may have to protest and/or challenge an applicable award or recommendation of award.

Adopted: 2024-444. Revised: 2025-454; 2026-460.

Section 10.2.7 Protest Requirements

- 10.2.7.1 **Notice of Protest**
 - (A) Any Respondent seeking to protest an award or recommendation of award must file a valid written notice to CFX of its intention to file such a protest (“**Notice of Protest**”) no later than 3 calendar days from the date of CFX’s posting of the applicable Notice of Intent to Award (“**Protest Notice Period**”).
 - (B) To be valid, each Notice of Protest must:

- (1) Be written and submitted to CFX by:
 - (a) Certified mail return receipt requested;
 - (b) National courier service with overnight delivery guaranteed; or
 - (c) Electronic mail to the email address provided in the applicable Solicitation Document or, should the Solicitation Document not provide such email, to the email address provided by the Procurement Department upon request.
 - (2) Be timely filed and actually received by the Procurement Director, with a copy to CFX's General Counsel, by 11:59pm eastern time on the 3rd calendar day of the Protest Notice Period – postmark dates will not be contemplated;
 - (3) Identify the Protesting Respondent;
 - (4) Specify the applicable Procurement Solicitation number;
 - (5) Provide a detailed summary of the basis of the protest; and
 - (6) Include an accompanying protest bond in compliance with the requirements of **Subsection 10.2.7.3: Protest Bond Requirements** below.
- (C) Additionally, the Protesting Respondent must:
- (1) Mail a copy of its Notice of Protest to all other Respondents; and
 - (2) Include evidence of such mailing in its Notice of Protest filing to CFX.

10.2.7.2 Written Protest

- (A) A Protesting Respondent having timely filed a valid Notice of Protest is a precondition to their filing of a valid Written Protest.
- (B) The Protesting Respondent shall file a valid formal written statement of protest (“**Written Protest**”) no later than 10 calendar days after its filing of the required Notice of Protest (“**Protest Filing Period**”).
- (C) To be valid, the Written Protest must:
 - (1) Be written and submitted to CFX by:
 - (a) Certified mail return receipt requested;
 - (b) National courier service with overnight delivery guaranteed; or
 - (c) Electronic mail to the email address provided in the applicable Solicitation Document or, should the Solicitation Document not provide such email, to the email address provided by the Procurement Department upon request.
 - (2) Be timely filed and actually received by the Procurement Director, with a copy to CFX's General Counsel, by 11:59pm eastern time on the 10th calendar day of the Protest Filing Period – postmark dates will not be contemplated;
 - (3) Identify the Protesting Respondent;
 - (4) Specify the applicable Procurement Solicitation number;

- (5) State with specificity and particularity both the facts and law upon which the protest is based, specifying the exact nature of any claimed error, omission, mistake, or incorrect evaluation or scoring of a Solicitation Response;
 - (6) Include any and all information, documentation, and/or evidence the Protesting Respondent believes supports their protest; and
 - (7) Specifically identify the relief to which the Protesting Respondent deems itself entitled.
- (D) Additionally, the Protesting Respondent must:
- (1) Mail a copy of its Written Protest to all other Respondents; and
 - (2) Include evidence of such mailing in its Written Protest filing to CFX.

10.2.7.3 **Protest Bond Requirements**

- (A) A protest bond must be simultaneously filed with each Notice of Protest filed with CFX.
- (B) The amount of the required bond shall be calculated as follows:
 - (1) If the Notice of Protest is in relation to an Invitation to Bid, 1% of the lowest bid submitted or \$5,000.00, whichever is greater; or
 - (2) If the Notice of Protest is in relation to a solicitation other than an Invitation to Bid, 1% of CFX's estimated value of the award or \$5,000.00, whichever is greater.
- (C) A separate protest bond must be posted by each Protesting Respondent.
- (D) Each protest bond must:
 - (1) State on its front page:
 - (a) The name, principal business address, and phone number of the protesting Respondent, the surety, and CFX; and
 - (b) The bond number assigned by the surety.
 - (2) Be made payable to the "Central Florida Expressway Authority";
 - (3) Be signed and sealed by the Protesting Respondent and a surety insurer authorized to do business in the State of Florida as surety;
 - (4) Be countersigned by the Florida resident agent of the surety;
 - (5) Have a surety power of attorney attached that is executed under the surety's corporate seal; and
 - (6) Be conditioned upon all of the following:
 - (a) Each protest bond shall be conditioned upon the payment of all costs which may be adjudged against the Protesting Respondent in the administrative hearing in which the action is brought and any subsequent appellate court proceeding.
 - (b) If, after completion of the administrative hearing process and any appellate court proceedings, CFX prevails, it shall recover all costs and charges which shall be included in the final order or judgment, excluding attorney's

fees. Upon payment of such costs and charges by the Protesting Respondent, the bond shall be returned to them.

- (c) If the Protesting Respondent prevails, it shall be entitled to recover from CFX only those damages and/or costs provided in **Subsection 10.2.10.4** below.
- (d) The entire amount of the bonds shall be forfeited if it is determined by the Administrative Hearing Officer or a court of competent jurisdiction that the protest or any subsequent appeal was:
 - 1. Clearly insufficient on its face; and/or
 - 2. Filed for a frivolous or improper purpose, including but not limited to the purpose of harassing, causing unnecessary delay, or causing needless cost for CFX or other parties.
- (7) Bind the Protesting Respondent and surety, their heirs, representatives, successors, and assigns, jointly and severally, and be conditioned upon the satisfaction of any costs and charges included in a final decision or judgment, including appellate court proceedings, in the event CFX prevails.
- (E) All protest bonds must be identical in form to the Bid Protest Bond form approved by CFX, which shall be posted on CFX's website and may otherwise be obtained from the Procurement Director upon request.
- (F) CFX shall be the prevailing party if the Protesting Respondent withdraws the protest at any time before entry of the final decision or judgment. The foregoing notwithstanding, the Executive Director, in consultation with General Counsel, is hereby authorized to waive CFX's claim to any such protest bond upon withdrawal of the Protesting Respondent and to approve and execute any corresponding release of such protest bond, should the Executive Director deem so doing to be in CFX's best interests.

Adopted: 2024-444. Revised: 2025-454; 2026-460.

Division III: Protest Review Process

Section 10.2.8 Resolution by Procurement Director

- 10.2.8.1 Upon receipt of a valid Written Protest, the Procurement Director will review such Written Protest and either:
- (A) Draft and issue a final written decision to Respondent based on the contents of the Written Protest and thereafter post such final written decision to all Respondents; or
 - (B) Schedule a public meeting, in compliance with Section 286.011, Florida Statutes, with the Protesting Respondent to attempt to resolve the protest ("**Protest Resolution Meeting**").
 - (1) A notice establishing the date, time, and location for the Protest Resolution Meeting shall be posted to all Respondents. Any Respondents that may be

detrimentally impacted should the Protesting Respondent be successful shall be provided the opportunity to participate in such public meeting.

- (2) After the Protest Resolution Meeting, the Procurement Director shall draft and issue a final written decision to the Respondent and thereafter post such final decision to all Respondents.

10.2.8.2 Nothing in this Section may be construed as preventing CFX from exercising its right to cancel the Procurement Solicitation at any time for any reason.

Adopted: 2024-444. Revised: 2025-454.

Section 10.2.9 Resolution by Administrative Hearing

10.2.9.1 Administrative Appeal

- (A) The Protesting Respondent shall have 3 business days from the date of its receipt of the Procurement Director's written decision to appeal the Procurement Director's decision for review by an Administrative Hearing Officer ("**Administrative Appeal Period**"). The standard of review of any such Administrative Appeal shall be limited to abuse of discretion by CFX.
- (B) For such an Administrative Appeal to be valid, it must:
 - (1) Be written and submitted to CFX by:
 - (a) Certified mail return receipt requested;
 - (b) National courier service with overnight delivery guaranteed; or
 - (c) Electronic mail to the email address provided in the applicable Solicitation Document or, should the Solicitation Document not provide such email, to the email address provided by the Procurement Department upon request.
 - (2) Be timely filed and actually received by the Procurement Director, with a copy to CFX's General Counsel, by 11:59pm eastern time on the 3rd business day of the Administrative Appeal Period – postmark dates will not be contemplated;
 - (3) Identify the Protesting Respondent;
 - (4) Specify the applicable Procurement Solicitation number;
 - (5) State with specificity and particularity both the facts and law upon which the appeal is based, specifying the exact manner as to how CFX abused its discretion in rendering its final written decision;
 - (6) Include any and all information, documentation, and/or evidence the Protesting Respondent believes supports its appeal; and
 - (7) Specifically identify the relief to which the Protesting Respondent deems itself entitled.
- (C) Additionally, the Protesting Respondent must:
 - (1) Mail a copy of its Administrative Appeal to all other Respondents; and

- (2) Include evidence of such mailing in its Administrative Appeal filing to CFX.
- (D) The timely filing of a valid Appeal for Administrative Hearing is a jurisdictional requirement and failure to timely file such appeal constitutes a waiver of any right a Respondent has or may have to protest and/or challenge an applicable award or recommendation of award.

10.2.9.2 **Administrative Hearing Officer**

- (A) Should the Protesting Respondent file a timely and valid Administrative Appeal, such appeal, and any written response provided by CFX, shall be considered by an Administrative Hearing Officer selected and compensated by CFX. Such Administrative Hearing Officer must meet the following qualification requirements:
 - (1) They must be an independent third party with applicable experience (e.g., as an attorney, mediator, hearing officer, arbitrator, special magistrate, judge, etc.); and
 - (2) They must submit a **CFX-110: Potential Conflict Disclosure Form** to CFX prior to hearing any appeal.

10.2.9.3 **Conduct of Administrative Hearing**

- (A) The Administrative Hearing Officer shall regulate the course of proceedings to assure orderliness and a fair opportunity for each side to present its case. The formal rules of evidence shall not apply and hearsay shall be admissible but shall not serve as the primary basis of the Hearing Officer's final order.
- (B) The Administrative Hearing Officer shall base their final order on such evidence adduced in the course of the proceedings as would be relied upon by reasonable, prudent persons in the conduct of their affairs.
- (C) The Administrative Hearing Officer shall conduct an impartial, public hearing no later than 10 business days after their appointment; however, in the event that the Administrative Hearing Officer believes that more time is necessary, they may reasonably extend such time in writing sent to all parties, with copies to the Procurement Director and CFX General Counsel. Upon receipt of any such extension, the Procurement Director shall post it to all Respondents.
- (D) The parties to the hearing may be represented by counsel and both sides shall be granted the opportunity to present oral, physical, and/or documentary evidence relevant to all issues properly raised in the Administrative Appeal.
- (E) Any Respondents that may be impacted should the Protesting Respondent be successful shall be provided the opportunity to participate in the public hearing, may be represented by counsel, and shall be presented the opportunity to present oral, physical, or documentary evidence relevant to all issues impacting such Respondent.
- (F) Within 5 business days after the hearing is concluded, the Administrative Hearing Officer shall submit their final decision to all parties, with copies to the Procurement Director and CFX General Counsel.

Adopted: 2024-444. Revised: 2025-454; 2026-460.

Section 10.2.10 Resolution by Judicial Appeal

10.2.10.1 Requisite Notice of Judicial Appeal

- (A) The Protesting Respondent and CFX shall each have 5 business days to submit written notice to the other of their intention to appeal the final written decision of the Administrative Hearing Officer (“**Judicial Appeal Notice Period**”).
- (B) For a Notice of Judicial Appeal filed by a Protesting Respondent to be valid, it must be written and submitted to the other party by:
 - (1) Certified mail, return receipt requested; or
 - (2) National courier service with overnight delivery guaranteed.
- (C) Should such notice not be timely received by the other party by 5:00pm eastern time on the last business day of the Judicial Appeal Notice Period, the decision of the Administrative Hearing Officer shall be binding and final and any right of either party to appeal the matter to the Circuit Court shall be considered irrevocably waived.

10.2.10.2 Judicial Appeal

- (A) The standard of any Judicial Appeal shall be abuse of discretion by the Administrative Hearing Officer.
- (B) Judicial review of any final decision made by the Administrative Hearing Officer shall be by certiorari in the Circuit Court of the Ninth Judicial Circuit, in and for Orange County, Florida, and filed with the appropriate Circuit Court no later than 30 calendar days after the date of the Administrative Hearing Officer’s final written decision.

10.2.10.3 The pendency of judicial review proceedings shall not stay the procurement process, nor the award of a contract, unless a temporary injunction is issued by the Circuit Court, or unless CFX determines it is in the best interest of CFX to temporarily or permanently delay the procurement process or contract award.

10.2.10.4 If, after exhaustion of all administrative remedies and appellate rights, a final decision, order, or judgment upholds the Protesting Respondent’s protest, the Protesting Respondent’s damages, including any court-awarded damages to the Protesting Respondent, shall be limited solely to:

- (A) The Protesting Respondent’s reasonable Solicitation Response preparation costs;
- (B) The amount of the protest bond premium paid by the Protesting Respondent, if any; and
- (C) Reimbursement of any court filing fees and reasonable court costs (exclusive of attorneys’ fees and expert witness fees) paid by the Protesting Respondent.

10.2.10.5 Under no circumstances shall CFX be held liable to a Protesting Respondent for any damages or costs (e.g., attorneys’ fees, expert witness, etc.) other than those provided in **Subsection 10.2.10.4** above, regardless as to the theory of law and/or equity under which such claim for damages or costs may be made.

Adopted: 2024-444. Revised: 2025-454; 2026-460.

Section 10.2.11 Publication for Procurement Solicitations

10.2.11.1 A copy of this Article will be posted on the CFX website (<https://www.cfxway.com>) and referenced within all Solicitation Documents that are generated and distributed by the CFX.

Adopted: 2024-444.

END OF ARTICLE 2

CHAPTER 10: PROCUREMENT

ARTICLE 3: LOBBYING BLACKOUT AND DEBRIEFING POLICY

Adopted By: Res. 2024-444

Last Revision: Res. 2026-460

Version Date: 08/13/2026

Division I: General Provisions

Section 10.3.1Title

The provisions of this Article shall be known and cited as the “**Lobbying Blackout Policy**”, “**Debriefing Policy**”, or “**Lobbying Blackout and Debriefing Policy**”.

Adopted: 2024-444. Revised: 2025-454; 2026-460.

Section 10.3.2Authority

10.3.2.1 In accordance with Section 348.754(2)(m), Florida Statutes, the Central Florida Expressway Authority (“**CFX**”) is authorized to “. . . do everything necessary or convenient for the conduct of its business and the general welfare of the authority, in order to comply with [Chapter 348.754, Part III, Florida Statutes] or any other law.”

Adopted: 2024-444. Revised: 2025-454.

Section 10.3.3Statement of Policy

10.3.3.1 The Governing Board (“**Board**”) of CFX hereby establishes this Article for the purpose of protecting the transparency, fairness, and integrity of CFX’s procurement of goods and services.

Adopted: 2024-444. Revised: 2025-454; 2026-460.

Section 10.3.4Definitions

10.3.4.1 Unless otherwise expressly provided in this Article, the definitions found throughout Articles 1 and 2 of this Chapter are hereby incorporated into this Article.

10.3.4.2 Wherever used in this Article, the following terms shall have the following meanings indicated, unless context provides otherwise, and such meanings will apply to both the singular and plural thereof:

- (A) “**Lobbyist**” shall mean any person (e.g., individual, entity, legal counsel, etc.) who, on behalf of and for the benefit of themselves, their employer, principal, client, or any other person, engages in Lobbying activities with the intent of influencing CFX’s decision related to an ongoing or pending Formal Procurement.
- (B) “**Lobby**” shall mean communicating in any manner (e.g., oral, writing, etc.) by a Lobbyist with CFX Board Members, Chief Officers, employees, and/or Selection Committee members directly or indirectly in connection with any Formal Procurement in an effort to influence the decision of such Board Members, Chief Officers, employees, and/or Selection Committee members in connection with such Procurement.

- (C) **"Selection Committee"** shall mean the committee established pursuant to the Procurement Procedures Manual, and/or other applicable law or regulation, for the purposes of:
- (1) Evaluating the Solicitation Responses received by CFX in response to a Procurement Solicitation; and
 - (2) Based on such evaluation, recommending: (a) the shortlisting of certain Respondents; and/or (b) the award of a contract to the highest ranked Respondent (or, in the case of multiple awards, Respondents).
- (D) **"Shortlisted"** shall mean the Respondent(s) identified by CFX as advancing beyond the initial evaluation phase of a competitive procurement to participate in oral presentations, interviews, competitive negotiations, or other subsequent evaluation activities.
- (E) **"Ranked Alternate"** shall mean the Respondent(s) identified in the Notice of Intent to Award, other than the Respondent(s) recommended for award, that CFX may consider for contract award if negotiations with the high-ranked proposer(s) are unsuccessful, terminated, or otherwise fail to result in an executed contract.

Adopted: 2024-444. Revised: 2025-454; 2026-460.

Section 10.3.5 Publication for Procurement Solicitations

- 10.3.5.1 A copy of this Article will be posted on the CFX website (<http://www.cfxway.com>) and referenced within all Solicitation Documents that are generated and distributed by the CFX.

Adopted: 2024-444. Revised: 2026-460.

Division II: Lobbying Blackout

Section 10.3.6 Prohibition of Lobbying

- 10.3.6.1 No Contractor or Respondent may, directly or indirectly, Lobby or otherwise seek to influence any CFX Board Member, Chief Officer, employee, or Selection Committee member regarding a pending contract award except as set forth in **Section 10.3.7: Exceptions to Policy** below.
- 10.3.6.2 Any communication by a Contractor or Respondent with a CFX Board Member, Chief Officer, employee, or Selection Committee member concerning a pending contract award shall, unless expressly permitted by this Article, constitute a violation of this Article and may result in such Contractor or Respondent being suspended from participating in CFX Procurement Solicitations for a period of not less than two years.

Adopted: 2024-444. Revised: 2025-454; 2026-460.

Section 10.3.7 Exceptions to Policy

- 10.3.7.1 The above Prohibition of Lobbying shall not apply in the following instances:
- (A) Any communication expressly permitted in the procurement process for the Procurement Solicitation in question, such as communicating with the CFX

employee who has been identified in the applicable Solicitation Documents as being the person to contact in connection with said Procurement Solicitation.

- (B) Communications initiated by CFX Procurement Department staff for the purpose of requesting clarifications, verifying information, resolving irregularities, confirming responsibility or confirming responsiveness.
- (C) Any communication that occurs on the record at a public meeting held in compliance with Section 286.011, Florida Statutes.
- (D) For an Invitation for Bids, following the issuance of a Notice of Intent to Award, communication between CFX and the lowest responsive and responsible Respondent(s) for the limited purposes of conducting and completing scope confirmation meetings, compliance activities, and other pre-execution activities necessary to finalize the contract for Board consideration and timely execution.
- (E) For competitive proposals, following the final ranking, communications between CFX and the highest ranked Respondent, and thereafter any Ranked Alternate Respondent(s) as applicable, shall be permitted for the limited purposes of conducting and completing competitive negotiations, scope confirmation meetings, compliance activities, and other pre-execution activities necessary to finalize the contract for Board consideration and timely execution.
- (F) Any communication:
 - (1) Required to comply with the "Competitive Negotiation" requirements of Section 287.055, Florida Statutes, when applicable; or
 - (2) Expressly required or strictly necessary to submit a protest in compliance with the requirements of **Article 2: Protest Resolution Policy** of this Chapter.

Adopted: 2024-444. Revised: 2025-454; 2026-460.

Division III: Debriefing

Section 10.3.8 Generally

- 10.3.8.1 **"Debriefing"** shall mean a meeting or other communication between CFX and a Respondent regarding the evaluation of the Respondent's response to a Procurement Solicitation for the purpose of providing constructive feedback and promoting future competition.
- 10.3.8.2 A Debriefing is informational in nature and is not a forum for debating evaluation results, negotiating, appealing procurement decisions, reopening the procurement process, or otherwise challenging the outcome of the Procurement Solicitation.

Adopted: 2026-460.

Section 10.3.9 Timing of Debriefing

- 10.3.9.1 A Debriefing may occur either:
 - (A) Following the conclusion of the Lobbying Blackout Period ("**Standard Debriefing**"); or

- (B) Following the final ranking of Respondents, but prior to the conclusion of the Lobbying Blackout Period, in accordance with **Section 10.3.10: Early Debriefing** below.

Adopted: 2026-460.

Section 10.3.10 Early Debriefing

- 10.3.10.1 Following the final ranking of Respondents, but prior to the conclusion of the Lobbying Blackout Period, CFX may conduct an Early Debriefing with any Respondent that was not Shortlisted, recommended for award, or identified as a Ranked Alternate, provided such Respondent first submits a written and irrevocable withdrawal from further consideration for award and waives its protest rights under **Subsection 10.2.6.4 of Article 2: Protest Resolution Policy** of this Chapter.
- 10.3.10.2 For competitive proposals, under no circumstances shall an Early Debriefing be conducted prior to the final ranking of Respondents.

Adopted: 2026-460.

END OF ARTICLE 3

Division I: General Provisions

Section 10.4.1 Title

The provisions of this Article shall be known and cited as the “**Business Opportunities Policy**”.

Adopted: 2025-456.

Section 10.4.2 Authority

- 10.4.2.1 The Central Florida Expressway Authority (“**CFX**”) is empowered by Chapter 348, Part III, Florida Statutes, to acquire, hold, construct, improve, maintain, and operate the Central Florida Expressway System, and is further authorized to make contracts and to execute all instruments necessary and convenient for conducting its business.
- 10.4.2.2 In accordance with Section 348.754(5), Florida Statutes, CFX is required to encourage the inclusion of local and small businesses in its procurement and contracting opportunities.
- 10.4.2.3 As an expressway authority pursuant to Chapter 348, Florida Statutes, CFX does not meet the definition of “agency” under Section 287.012, Florida Statutes. Therefore, except for specific provisions of Chapter 287, Florida Statutes, which expressly apply to authorities, local governmental entities, or special districts, CFX is not generally subject to the provisions of such Chapter.

Adopted: 2025-456.

Section 10.4.3 Statement of Policy

- 10.4.3.1 Recognizing the significant role CFX plays in creating opportunities for economic growth for the Central Florida region, the Governing Board (the “**Board**”) of CFX hereby establishes this Business Opportunity Policy to foster local innovation, strengthen community partnerships, and support a vibrant Central Florida economy by encouraging the participation of local and small businesses in CFX’s procurement and contracting activities.
- 10.4.3.2 Unless otherwise expressly provided in this Article, the definitions found throughout Articles 1 through 3 of this Chapter are hereby incorporated into this Article.

Adopted: 2025-456.

Division II: Small Business Enterprise (“SBE”) Program

Section 10.4.4 Purpose and Scope

- 10.4.4.1 The purpose of the Small Business Enterprise (“**SBE**”) Program (the “**SBE Program**”) is to promote fair and increased access to contracting opportunities with CFX for qualified small businesses.

- 10.4.4.2 The SBE Program is administered by CFX's Business Opportunities Department and applies to all construction, professional services, maintenance, and commodity procurements funded by CFX.

Adopted: 2025-456.

Section 10.4.5 Eligibility Requirements

- 10.4.5.1 To be eligible for recognition under the SBE Program, a business must:
- (A) Be independently owned and operated, provide a commercially useful function, and possess all required licenses and authorizations;
 - (B) Meet the “**Small Business Size Standards**” (based on three-year average gross receipts):
 - (1) Construction/Maintenance: less than \$25 million;
 - (2) Professional Services: less than \$10 million;
 - (3) Non-Professional Services: less than \$10 million.
 - (C) Hold current small business certification by FDOT, GOAA, Orange County, or the City of Orlando, or obtain direct certification by CFX under procedures established by the Business Opportunities Department.
- 10.4.5.2 All firms must submit an application to CFX's Business Opportunities Department certifying that:
- (A) The firm meets all the above requirements, with supporting documentation attached; and
 - (B) The information submitted with the firm's application is true, complete, and not misleading.
- 10.4.5.3 Businesses actively engaged in the Emerging Business Initiative contemplated in **Division III: Emerging Business Initiative (“EBI”)** below, shall also be considered eligible SBEs.

Adopted: 2025-456.

Section 10.4.6 Graduation

- 10.4.6.1 A business shall graduate from the SBE Program when its three-year average gross receipts exceed the applicable Small Business Size standard provided in **Subsection 10.4.5.1(B)**.
- 10.4.6.2 Graduated firms will remain eligible to participate in CFX procurements but will no longer be counted toward SBE Program participation goals or objectives.

Adopted: 2025-456. Revised: 2026-460.

Section 10.4.7 Vendor Registration Requirement

- 10.4.7.1 All firms participating in the SBE Program must be registered as vendors with CFX through the Agency's Vendor Registry system. Vendor registration is mandatory and free of charge. Registration is required to receive solicitations, notices, and contracting opportunities.
- 10.4.7.2 SBE recognition does not replace vendor registration; firms must maintain both to be eligible for participation.

Adopted: 2025-456.

Section 10.4.8 SBE Direct Contracting

- 10.4.8.1 The Executive Director can authorize awards of non-competitive contracts valued up to \$300,000.00 each to eligible SBEs under the Small Business Enterprise Program to expedite the bidding and award process.
- 10.4.8.2 Each award by the Executive Director exceeding the Informal Procurement Threshold, as established and adjusted in accordance with **Section 10.1.8: Procurement Thresholds** above, shall be submitted to the Board for ratification and approval at the next regularly scheduled Board meeting.

Adopted: 2025-456. Revised: 2026-460.

Section 10.4.9 Participation in Procurement

- 10.4.9.1 The Business Opportunities Department, in collaboration with Procurement and other CFX staff, shall evaluate each Formal Procurement solicitation to determine potential for SBE participation. This includes identifying scopes where qualified small businesses may compete and encouraging participation from firms that have historically been underutilized in CFX contracting.
- 10.4.9.2 Unless waived by the Director of Business Opportunities as provided in **Subsection 10.4.9.4** below:
- (A) The SBE Program shall, unless adjusted by the Director of Business Opportunities as provided in **Subsection 10.4.9.3** below, maintain a 15% SBE participation objective for Formal Procurements made agency-wide. Only SBEs eligible under **Section 10.4.5: Eligibility Requirements** above shall count towards such participation objective.
 - (B) Individual Formal Solicitations shall include SBE participation objectives based on subcontracting potential and availability of certified firms.
 - (1) **Professional Services Contracts:** SBE participation may be incentivized through evaluation scoring and/or bonus points in proposal evaluations and as further set forth in the procedures adopted by the Director of Business Opportunities.
 - (2) **Construction and Maintenance Contracts:** SBE participation objectives are expected to, unless otherwise determined by the Director of Business Opportunities as provided in **Subsection 10.4.9.3** below, generally align with the percent program goal and, when applicable, shall be enforced through subcontracting commitments.

- 10.4.9.3 The Director of Business Opportunities may adjust SBE participation objectives for individual Formal Solicitations to reflect project size, complexity, or availability.
- 10.4.9.4 SBE participation objectives may be waived by the Director of Business Opportunities upon demonstration of good faith efforts as defined in **Section 10.4.11: Good Faith Efforts** below.
- 10.4.9.5 Respondents may not replace or substitute any SBEs listed in their Solicitation Responses under this Article, whether the change occurs before or after contract award, without prior written approval from the Director of Business Opportunities.

Adopted: 2025-456. Revised: 2026-460.

Section 10.4.10 Prompt Payment Requirements

- 10.4.10.1 All prime contractors shall ensure timely payment to subcontractors and suppliers for work satisfactorily performed.
- 10.4.10.2 CFX may withhold payments if evidence of prompt payment is not provided.

Adopted: 2025-456.

Section 10.4.11 Good Faith Efforts

- 10.4.11.1 If a Respondent cannot meet the established SBE participation objective on a procurement solicitation, the Respondent must provide adequate documentation demonstrating that it made a good faith effort to meet such objective at the time of submission of its applicable procurement solicitation response.
- 10.4.11.2 Actions taken that may establish good faith effort include, but are not limited to:
- (A) Providing certified SBEs with adequate advance notice of subcontracting opportunities;
 - (B) Dividing work into feasible portions;
 - (C) Providing adequate project information;
 - (D) Offering assistance with bonding, insurance, or credit needs;
 - (E) Negotiating in good faith; and
 - (F) Submitting documentation of all SBE quotes received.

Adopted: 2025-456.

Section 10.4.12 Oversight and Enforcement

- 10.4.12.1 The Business Opportunities Department, in coordination with Procurement, shall monitor compliance with SBE Program requirements.
- 10.4.12.2 Enforcement actions may include:
- (A) Corrective action requirements;
 - (B) Withholding of payment;

- (C) Suspension from participation in CFX procurement solicitations; and
- (D) Contract termination or debarment.

10.4.12.3 A Respondent's failure to submit any SBE utilization or other SBE program forms required with its Solicitation Response submission may render such Solicitation Response non-responsive.

10.4.12.4 The Director of Business Opportunities is authorized to prescribe procedures, forms, and reporting tools necessary to implement this Article.

Adopted: 2025-456.

Section 10.4.13 Review and Updates

10.4.13.1 The SBE Program shall be reviewed annually. Procedural updates may be implemented by the Director of Business Opportunities Department or designee to the extent that they do not conflict with the provisions of this Article, while policy changes require Board approval.

Adopted: 2025-456.

Division III: Emerging Business Initiative ("EBI")

Section 10.4.14 Purpose and Scope

10.4.14.1 The purpose of the Emerging Business Initiative ("**EBI**") is to expand contracting opportunities for businesses that meet the eligibility requirements by designating certain procurements as EBI set-asides.

10.4.14.2 The initiative is designed to allow qualified businesses to compete as prime contractors on CFX-funded contracts where the scope, size, and complexity are suitable for emerging business participation.

10.4.14.3 EBI is administered by CFX's Business Opportunities Department and applies to construction, maintenance, professional services, and other procurements as determined appropriate.

Adopted: 2025-456.

Section 10.4.15 Eligibility Requirements

10.4.15.1 EBI provides contracting opportunities to emerging businesses on CFX-designated projects estimated up to \$5 million and when at least three EBI registered businesses are available and capable of performing the scope of work identified.

10.4.15.2 To be eligible for recognition under the EBI, a business must:

- (A) Be located within Brevard, Lake, Orange, Osceola, or Seminole Counties;
- (B) Have all owner(s) be legal residents of the State of Florida;
- (C) Provide all required state and local licenses and certificate of business;
- (D) Have annual gross receipts, averaged over the previous three years, that do not exceed the applicable "**EBI Size Standard(s)**", which shall initially be set as follows:

- (1) Commodities – \$5 million
- (2) Professional Services – \$7 million
- (3) Construction – \$15 million

10.4.15.3 The Director of Business Opportunities may annually adjust the EBI Size Standards to reflect current market conditions, provided that such adjustment does not result in any EBI Size Standard meeting or exceeding the amount established in the Small Business Size Standards, as provided in **Subsection 10.4.5.1(B)** above, for the equivalent type of work.

Adopted: 2025-456. Revised: 2026-460.

Section 10.4.16 Graduation

- 10.4.16.1 A business shall graduate from the EBI when its annual gross receipts exceed the applicable EBI Size Standard for three consecutive fiscal years.
- 10.4.16.2 Graduated firms will remain eligible for CFX procurements but will no longer be eligible for EBI set-asides.

Adopted: 2025-456.

Section 10.4.17 Vendor Registration Requirement

- 10.4.17.1 All EBI firms must be registered as vendors with CFX through the Agency's Vendor Registry system.

Adopted: 2025-456.

Section 10.4.18 Participation in Procurement

- 10.4.18.1 The Business Opportunities Department, in collaboration with Procurement, shall evaluate Formal Solicitations to determine if an EBI set-aside designation is appropriate.
- 10.4.18.2 Contracts may be designated as EBI set-asides when sufficient availability of qualified EBI firms exists.
- 10.4.18.3 Only firms registered and eligible under the EBI may submit bids for contracts designated as set-asides under the EBI.

Adopted: 2025-456.

Section 10.4.19 Prompt Payment Requirements

- 10.4.19.1 Should a prime contractor choose to utilize subcontractors and/or suppliers, they must ensure timely payment for work satisfactorily performed.
- 10.4.19.2 CFX may withhold payments if evidence of prompt payment is not provided.

Adopted: 2025-456.

Section 10.4.20 Oversight and Enforcement

10.4.20.1 The Business Opportunities Department, in coordination with Procurement, shall monitor compliance with EBI requirements.

10.4.20.2 Enforcement actions may include:

- (A) Corrective action requirements;
- (B) Withholding of payment;
- (C) Suspension from participating in CFX's procurement solicitations; and/or
- (D) Contract termination or debarment.

Adopted: 2025-456.

Section 10.4.21 Review and Updates

10.4.21.1 The EBI shall be reviewed annually. Procedural updates may be implemented by the Director of Business Opportunities Department or designee to the extent that they do not conflict with the provisions of this Article, while policy changes require Board approval.

Adopted: 2025-456.

END OF ARTICLE 4