

ORDINANCE 2026-18

AN ORDINANCE OF ORANGE COUNTY, FLORIDA PERTAINING TO PROCUREMENT; AMENDING CHAPTER 2 (“ADMINISTRATION”), ARTICLE X (“LOBBYING ACTIVITIES”) OF THE ORANGE COUNTY CODE OF ORDINANCES TO RELOCATE CERTAIN ITEMS TO CHAPTER 17 (“FINANCE”), ARTICLE III (“PROCUREMENT”) AND MAKE NECESSARY CORRESPONDING CHANGES; AMENDING CHAPTER 17 (“FINANCE”), ARTICLE III (“PROCUREMENT”) OF THE ORANGE COUNTY CODE OF ORDINANCES TO PROVIDE UPDATES FOR USE OF ELECTRONIC PROCUREMENT SYSTEM, REVISIONS TO DEFINITIONS, TYPES OF SOLICITATIONS, COMPETITIVE EXEMPTIONS, SUSPENSIONS AND DEBARMENT, THE PROTEST PROCESS AND IMPLEMENTING REQUIREMENT FOR A PROTEST BOND; PROVIDING FOR CODIFICATION AND EFFECTIVE DATE

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY, FLORIDA:

Section 1. Amendments to Chapter 2 (“Administration”), Article X (“Lobbying Activities”). Chapter 2, Article X is hereby amended to read as follows, with additions shown by underlines and deletions shown by ~~striketroughs~~, and asterisks (***) indicate portions of text, which have not changed:

* * *

Sec. 2-351. - Definitions.

~~(a) Black-out period means the period between (1) the time the invitation for bid or the request for proposal or for information, as applicable,~~

~~is issued or promulgated and (2) the time the board selects the successful bidder or proposer.~~

(~~a~~b) *Board* means the Orange County Board of County Commissioners.

(~~b~~e) *Compensation* means fees, retainer, contract payments, salary, wages, any other payment of money, or any other consideration of any kind, either monetary or nonmonetary. Compensation does not include direct reimbursement of actual out-of-pocket expenses.

(~~c~~d) *County* means Orange County, Florida.

(~~d~~e) *County mayor* means the Orange County Mayor.

(~~e~~f) *Development permit* means the same as this term is defined in F.S. § 163.3164.

(~~f~~g) *Expenditure* means the same as this term is defined in F.S. § 112.3215.

(~~g~~h) *Lobbyist* means any person, partnership, corporation or other business entity that receives compensation to lobby on behalf of a principal, or an employee of a principal only when governmental relations, acting as a governmental liaison, or communicating with governmental agencies is a primary or substantial part of the employee's ongoing job responsibilities. Lobbyist does not mean a ~~county~~ County official, ~~county~~ County employee or any other person affiliated with the ~~county~~ County while acting in his or her official capacity.

(~~h~~i) *Lobbying* means:

(1) To communicate or the act of communicating directly with the county mayor, with any other member of the board, or with any member of a procurement committee; or

(2) To communicate indirectly with the county mayor or any other member of the board by communicating with any staff member to a county commissioner, any county employee assigned to the county mayor's staff, the county administrator, any deputy or assistant county administrator, the county attorney, any county department director, or any county division manager.

In either case, lobbying seeks to encourage the approval, disapproval, adoption, repeal, rescission, passage, defeat or modification of any ordinance, resolution, agreement, development permit, other type of permit, franchise, vendor, consultant, contractor, recommendation, decision or other foreseeable action of the board. Lobbying shall include all such communications, regardless of whether initiated by the lobbyist or by the person being lobbied and regardless of whether oral, written or electronic.

(ij) *Ministerial item* means an item presented to the board requiring a mandatory act or duty admitting of no personal discretion or judgment in its performance.

(jk) *Principal* means the person, partnership, joint venture, trust, association, corporation, governmental entity or other entity which has contracted for, employed, retained or otherwise engaged the services of a lobbyist. For purposes of filing the specific project expenditure report, described at subsection 2-354(b) of this Code, this term shall also include those persons, partnerships, joint ventures, trusts, associations, corporations, limited liability corporations, or other entities where they or their employees do not qualify as a lobbyist under the definition set forth in this chapter but do perform lobbying activities on behalf of a business in which they have a personal interest but shall not include any governmental entity.

~~(l) *Procurement committee* means the committee established pursuant to section 9.01.13 of the county's administrative regulations (or any successor regulation or ordinance) for purposes of evaluating the competitive proposals submitted pursuant to a request for proposal, a request for information, or any other similar solicitation for a particular procurement matter.~~

~~(m) *Procurement matter* means any specific procurement decision governed, in whole or in part, by article III of chapter 17.~~

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~~Sec. 2-355. - Prohibition of lobbying in procurement matters.~~

~~Except as expressly set forth in subsections 17-313(g) and 17-313.1(f), during the black-out period, no lobbyist, principal, or other person may lobby, on behalf of a competing party in a particular procurement matter, either (i) the mayor or his or her respective staff; (ii) any member of the board or their respective staff; or (iii) any county employee assigned to the procurement committee (if any).~~

~~Sec. 2-355.1. - Prohibition on campaign contributions in procurement matters.~~

~~During the black-out period, no lobbyist, principal, or other person may provide a contribution, as defined in F.S. § 106.011, on behalf of a competing party acting in a particular procurement matter, to either (i) the mayor or any member of the county commission or (ii) any candidate for mayor or county commission.~~

Section 2. Amendment to Chapter 17 (“Finance”), Article III (“Procurement”). Chapter 17, Article III is hereby amended to read as follows, with additions shown by underlines and deletions shown by ~~strikethroughs~~, and asterisks (***) indicate portions of text, which have not changed:

DIVISION 1. - GENERALLY

* * *

Sec. 17-283. - General purpose.

The purpose of this article is to place the county's ~~purchasing~~ procurement function under a centralized system which will enable the county to:

- (1) Establish policies governing all purchases and contracts;
- (2) Encourage and promote fair and equal opportunity for all persons doing business with the ~~Orange~~ County;

(3) Obtain goods and services of satisfactory quality and quantity at reasonable cost for the Orange County;

(4) Permit the continued development of procurement policies and procedures through the promulgation of administrative regulations and internal procedures of ~~purchasing and contracts~~ procurement;

(5) Foster effective broad-based competition within the free enterprise system; and

(6) Provide safeguards for the maintenance of a procurement system of quality and integrity.

Sec. 17-284. - Supplementary general principles of law applicable.

The ~~county~~ County shall comply with all applicable federal and state laws.

The principles of law and equity, including the Uniform Commercial Code of this state, laws relative to ethics, and laws relative to contract, agency, fraud, misrepresentation, duress, coercion, mistake or bankruptcy shall supplement the provisions of this article.

Procurement information shall be a public record to the extent provided in ~~F.S. ch. 199~~ Florida Statutes and shall be available to the public as provided by law.

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Sec. 17-286. - Application and exclusions.

The provisions of this article shall apply to every ~~purchase/~~ procurement by the ~~board of county commissioners~~ Board and the departments and advisory boards which are under the control of the Board ~~board of county commissioners~~, irrespective of their fund source, including state and federal assistance monies, except as otherwise specified by law. They shall not apply to ~~÷ the following situations unless determined by the Chief Procurement Official that a competitive solicitation is appropriate:~~

(1) Agreements between the Board ~~board of county commissioners~~ and nonprofit organizations or governmental entities including the procurement, transfer, sale or exchange of goods and/or services.

(2) Procurement of dues and memberships in trade or professional organizations; accreditations; subscriptions for periodicals; advertisements; postage; paralegals, expert witnesses, court reporters, and specialized legal services; medical services involving examination, diagnosis, treatment, prevention, medical consultation, or administration; abstracts of titles for real property; title insurance for real property; real property; court reporter services; ~~water, sewer, and electrical utility services~~; copyrighted materials; patented materials; art and artistic services; employment agreements; and fees and costs of job-related travel, seminars, tuition, registration and training.

(3) Real property.

(4) Goods and/or services given, or accepted by the ~~county~~ County via grant, gift or bequest.

(5) Goods purchased with petty cash in accordance with established ~~county~~ County procedures.

(6) Purchases from state or federal GSA term contracts.

(7) Blanket purchase orders issued on an annual basis wherein the exact quantity of items or identification of specific items cannot be determined in advance.

(8) Items purchased for resale to the general public. Such purchases, transactions and expenditures shall be authorized by the ~~chief of purchasing and contracts~~ Chief Procurement Official or delegated to other ~~county~~ County staff in accordance with section 17-299 of this article.

(9) Contracts competitively awarded ~~Awarded bids~~ by any local, state, or national governmental agency, cooperative purchasing organizations, or purchasing associations.

(10) Utility services, including, but not limited to, water, sewer, gas, telephone, data, voice, fiber optic, internet and electrical utilities.

Such purchases, transactions, and expenditures listed above shall be authorized by the ~~chief of purchasing and contracts~~ Chief Procurement Official, or delegated to other ~~county~~ County staff.

Sec. 17-287. - Definitions.

[The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:]

Administrative regulations and internal procedures of ~~purchasing and contracts~~ procurement means those promulgated directives, such as a procurement purchasing procedures manual, having general or particular applicability designed to implement or interpret policy, or describing organization, procedure, or practice requirements.

Administrator means the county administrator, or designee.

Agreement means the bargain of the parties in fact as found in their language or by implication from other circumstances including course of dealing, usage of trade, or course of performance. ~~Whether an agreement has legal consequences is determined by the provisions of the Uniform Commercial Code of Florida, if applicable, otherwise by the law of contracts.~~

Amendment means a modification ~~deletion of addition~~ to an executed contract by means of a formally executed document ~~signed by both parties.~~

Bid means a formal written price offer by a vendor to the ~~county~~ County to furnish specific goods and/or services in response to an ~~i~~n ~~Invitation for b~~ids ~~or a multistep bidding procedure.~~

~~*Bid award* means award of a bid for which funds have lawfully need appropriated by the board of county commissioners.~~

Black-out period means the period between (1) the time the Competitive Solicitation, is issued or promulgated, and (2) the time the board selects the successful bidder or proposer.

Blanket purchase order means a purchase order under which a vendor agrees to provide goods or services to a purchaser on a demand basis; the purchase order generally establishes a maximum dollar limit, prices, terms, conditions and the period

covered, with no specified quantities; shipments are to be made as required by the purchaser.

Board means the Board of County Commissioners of Orange County, Florida.

~~*Business* means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.~~

Capital improvement project (project) means any public improvement which the ~~e~~County undertakes, including the construction or reconstruction, in whole or in part, of any building, road, highway, street improvements, physical plant, structure or facility necessary in carrying out the functions of the ~~e~~County government. It does not include any routine maintenance, operation or repair of existing structures, buildings or real property.

~~*County chairman* means the county chairman who is elected countywide as per the county's Charter, or designee.~~

Change order means a written modification to a contract or purchase order, which normally revises the quantities or scope of services, and may include an extension of time to complete the contract.

Chief Procurement Official means the person holding the position as the head of the Procurement Division of the County.

Consultant services means any narrow discipline wherein a known practitioner has, through education and experience, developed expert advisory and programming skills as a vocation; any service performed primarily by vocational personnel which requires the analysis or certification of a professional before the services are acceptable to the user of the service; or any other advisory, study or programming activity. The Chief Procurement Official ~~chief of purchasing and contracts~~ may determine in writing that the level of skills and/or creativity of the potential or known practitioner(s) warrants procurement in lieu of competitive bid or quotation process. For the purposes of this article, the term consultant services does not include those services defined and prescribed under F.S. § 287.055.

Competitive Solicitation means an open and competitive process for the procurement of goods and/or services, including, but not limited to, Invitations for Bids, Invitations to Negotiate and Requests for Proposal, as provided in Division 3 of this article.

Construction means the process, ~~usually requiring the professional services of an architect and/or engineer~~, of building, altering, ~~repairing~~, improving, or demolishing any public structure or building, or other improvements of any kind to any public real property. It does not include the routine operation, repair, or maintenance of existing structures, buildings, or real property.

~~Construction management services~~ means construction of a capital improvement project whereby the construction manager manages construction of the project by its own trade contractors and construction manager provides services such as estimating, scheduling, constructability review, and value engineering. Generally, the construction manager acts in a fiduciary capacity toward the county and the construction manager's compensation is limited to a guaranteed maximum price as defined in a contract and payment of a management fee.

~~Contract~~ means:

(1) A deliberate verbal or written agreement between two (2) or more competent parties to perform or not perform a specific act or acts;

(2) Any type of agreement regardless of what it is called for the procurement or disposal of goods, services or construction; usually for exchanging goods or services for money or other consideration.

~~Contractor~~ means any person, vendor, firm, or business having a contract with the board of county commissioners.

County means Orange County, Florida, its ~~board of county commissioners~~ Board, and persons duly authorized to act on behalf of the ~~board~~ Board.

Debarment means the exclusion for cause of a vendor or contractor from ~~bidding~~ competing for

and/or receiving a contract to do business with the county.

~~*Design-build services* means the requirement for which a single contract with a design-build firm is entered into for the design and construction of a capital improvement construction project.~~

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

Emergency purchase means a purchase of goods or services, or both, made with or without ~~resort to any~~ a competitive process ~~by the county~~ because, in the sole judgment of the ~~chief of purchasing and contracts~~ Chief Procurement Official (or, if applicable, the ~~Board of county commissioners~~) such acquisition is necessary to remedy or lessen the harmful effects of any actual or threatened occurrence which may interfere with the conduct of normal business operations or remedy or correct conditions which may pose an imminent or existing threat to the health, safety or welfare of persons or property within the ~~county~~ County or with ~~county~~ County governmental operations. Lack of planning or funding surpluses do not constitute emergency purchases.

~~*Employee* means a person employed by the county who is drawing a salary or wages directly from the county.~~

~~*Goods* means any tangible personal property other than services or real property.~~

Invitation for Bids (IFB) means the formal solicitation document and all attachments and addendums used for competitive sealed bidding for the procurement of construction, goods and/or services.

~~*Item* means a single, separate unit, article, product, material or services.~~

Invitation to Negotiate (ITN) means a competitive negotiation process that is used when the procurement authority deems it is in their best interest to negotiate with proposers to achieve "best value." A form of source selection that is similar to the Request for Proposals process. In this process, a short list of acceptable proposers is created. Two

negotiation methods are permitted: single and concurrent.

~~Manager of purchasing and contracts means the person holding the position as the head of the purchasing and contract division of Orange County.~~

~~Mandatory bid amount formal solicitation threshold~~ means the dollar amount established as policy by the ~~b~~ Board of county commissioners at and above which the formal competitive sealed bid process shall be used, except as otherwise provided herein. The mandatory ~~bid amount~~ formal competitive solicitation threshold shall be at the amount promulgated in the administrative regulations and internal procedures of ~~purchasing and contracts procurement.~~

~~May denotes the permissive.~~

~~Minority/women business enterprise means a business firm which is specifically defined as such by county ordinance or code.~~

~~Must denotes the imperative.~~

~~Person means any business, individual, union, committee, club or organization, or group of individuals.~~

Principal means an owner or equity holder in a company.

Procurement means buying, purchasing, renting, leasing or otherwise acquiring any goods and/or services for public purposes in accordance with the law, rules, regulations and procedures intended to provide for the economic expenditure of public funds. It includes, but is not limited to, all functions which pertain to the obtaining of any supplies, materials, equipment and/or services, including construction projects and capital improvement projects, as defined herein, required by any department or agency of ~~county~~ County government regardless of the source of funds or for which payment is made from ~~county~~ County funds. For the purposes of this article, it excludes those items set forth in section 17-286.

Procurement committee means the committee established pursuant to section 9.01.13 of the county's administrative regulations (or any successor

regulation or ordinance) for purposes of evaluating the competitive proposals submitted pursuant to a Request for Proposal, an Invitation to Negotiate, or any other similar solicitation for a particular procurement matter.

Procurement matter means any specific procurement decision governed, in whole or in part, by article III of chapter 17.

Professional services means architectural, professional engineering, landscape architectural, registered ~~land~~ surveying and mapping services, and other services as defined and prescribed under F.S. § 287.055.

Proposal means an executed formal document submitted by an offerer to the ~~county~~ County stating the goods and/or services offered to satisfy the need as requested in the ~~Request for~~ Proposal ~~or request for information.~~

~~Purchase means the same as procurement, as defined herein.~~

Purchase order means the county's document used to authorize a purchase transaction ~~with a vendor~~. It should contain provisions for goods and/or services ordered, applicable terms as to payment, discounts, date of performance, transportation and other factors or conditions relating to the transaction. Acceptance of a purchase order by ~~a vendor~~ the party to whom it is issued shall constitute a contract, except in instances in which a purchase order is used only as an internal encumbrance document.

Quotation means ~~any oral or~~ a written informal offer by a vendor to the county to furnish specific goods and/or services at a stated price.

Request for information (RFI) means a ~~solicitation of responses~~ non-competitive and non-binding process which may be used to obtain comments, feedback or information from interested potential vendors for needed goods or services. Interested and prospective vendors/contractors ~~to~~ may provide information and/or specifications in order to determine qualifications and/or capabilities to satisfy a need rather than a firm specification and in which the respondent may be given latitude in order to develop

a product and/or service which will fulfill the need. ~~Upon receipt of responses to the RFI, the county may develop specifications for an invitation to bid or criteria for a request for proposal, either or which may be issued to qualified proposers who submitted responses to the RFI.~~

Request for proposal (RFP) means a solicitation of responses for a good and/or service for which the scope of work, specifications or contractual terms and conditions cannot reasonably be closely defined. Evaluation of a proposal is based on prior established criteria ~~wherein the RFP shall state the relative importance of price and other evaluation factors.~~

Request for quotation means an informal written request, ~~either oral or written,~~ to solicit prices for specific goods and/or services.

Responsible bidder, offeror, quoter or respondent means an individual or business which has submitted a bid, offer, proposal, quotation or response, which has the capability, as determined by the ~~county~~ County, in all respects to perform fully the contract requirements, and the integrity and reliability which give reasonable assurance of good faith and performance.

Responsive bidder, offeror, quoter or respondent means an individual or business which has submitted a bid, offer, proposal, quotation or response which, as determined by the ~~county~~ County, conforms in all material respects to the solicitation.

Services ~~means the furnishing primarily of labor, time and/or effort by professionals or contractors, wherein the submission of goods or other 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 not include employment agreements or collective bargaining agreements.~~

Shall ~~denotes the imperative.~~

Sole source means the only existing source of the only item or service which meets the needs of the ~~using department~~ County, or a provider of specialized services who is uniquely qualified to

perform such services as determined by a reasonably thorough analysis of the marketplace.

~~Specification means a concise statement of a set of requirements to be satisfied by a product, material or process used in an invitation for bid or request for quotation to describe the goods and/or service to be purchased or otherwise acquired.~~

~~Suspension means temporary debarment for a period not to exceed two (2) years as determined by the Chief Procurement Official.~~

~~Using department means that department within county government which requests and utilizes goods and/or services procured under this article.~~

~~Vendor means an actual or potential supplier of a good and/or service; a "seller"; or a subcontractor or subconsultant to a contractor who has contributed to the good or service purchased from the vendor.~~

~~Vendor list means the compilation by category of goods and/or services of the names and addresses of those appropriate suppliers of goods and/or services who have indicated an interest in doing business with the county.~~

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Sec. 17-289. - Conflict of interest.

Neither the ~~chief of purchasing and contracts~~ Chief Procurement Official nor any member of ~~his/her~~ their staff, nor any other employee of the county engaged in the procurement of goods and/or services, shall be financially interested or have any personal beneficial interest, directly or indirectly, in any purchase or contract of any supplies, materials, equipment or services used by or furnished to the county. Such conflict of interest may include, but may not be limited to, an individual or ownership, in whole or in part, of a firm seeking to contract with the county.

The ~~chief of purchasing and contracts~~ Chief Procurement Official, every member of ~~his/her~~ their staff and any other employee of the county engaged in the procurement of goods and/or services are prohibited from accepting or receiving from any

person, firm or corporation to which any purchase or contract may be awarded any money, rebate, gift or anything of value or any promise, obligation or contract for future reward or compensation.

Sec. 17-291. - Prohibition of lobbying in procurement matters.

During the black-out period, no lobbyist, principal, or other person may lobby, on behalf of a competing party in a particular procurement matter, either (i) the mayor or his or her respective staff; (ii) any member of the board or their respective staff; or (iii) any County employee assigned to the Procurement Committee (if any).

Sec. 17-292. - Prohibition on campaign contributions in procurement matters.

During the black-out period, no lobbyist, principal, or other person may provide a contribution, as defined in F.S. § 106.011, on behalf of a competing party acting in a particular procurement matter, to either (i) the Mayor or any member of the County Commission or (ii) any candidate for Mayor or County Commission.

Secs. 17-291—17-294. - Reserved.

DIVISION 2. - ORGANIZATION

Sec. 17-295. - ~~Purchasing and contracts department~~ Procurement Division.

The ~~purchasing and contracting department~~ Procurement Division shall be the centralized agency through which the county will manage its procurement ~~and contracting~~ program for all supplies, material, equipment, contractual services, professional and consultant services, construction and/or combination of goods and services.

Sec. 17-296. – Chief of purchasing and contracts Procurement Official—Designated.

Subject to the provisions of this article, the ~~chief of purchasing and contracts~~ Chief Procurement Official shall serve as the principal officer for the contracting and/or ~~purchase~~ procurement of goods and services.

Sec. 17-297. - Same—Duties.

The ~~chief of purchasing and contracts~~ Chief Procurement Official shall:

- (1) Administer the central ~~purchasing and contracts~~ procurement system for the county;
- (2) Upon request of any constitutional officer of the county, make available to such officer the services provided for herein subject to the terms of this article and any administrative regulations and internal procedures of ~~purchasing and contracts~~ procurement;
- (3) ~~Maintain a current vendor list of possible sources of supply for all goods and services purchased by the county;~~
 - a. ~~Such vendor list shall be maintained so as to ensure that every business which has requested in writing to be placed on the list is included and that the widest practicable vendor coverage is provided;~~
 - b. ~~A vendor's name may be removed from the vendor list for failing to respond to two (2) consecutive invitations for bid. After such removal, the vendor may be considered for reinstatement upon written request of the vendor;~~
- (43) Provide for the establishment/promulgation of administrative regulations and internal procedures of ~~purchasing and contracts~~ procurement in the county's policies and internal procedures manual which shall be reviewed ~~by the administrator~~ and amended from time to time;
- (54) Take all necessary action to further the objectives of the county with regard to the promotion and encouragement of ~~minority and womens~~ small businesses' participation in the procurement process;
- (65) Determine the method of selection for each type of procurement;

(76) Standardize, to the extent possible, contract clauses, terms and conditions and documents; and

(87) Perform other duties as directed by the board of county commissioners, the county ~~chairman~~ Mayor or the administrator of the county.

Sec. 17-298. - Same—Authority.

All rights, powers, duties and authority relating to the procurement and contracting of goods and/or services for the Board ~~board of county commissioners~~, including the authority to approve all purchases and sign those agreements, contracts, change orders and purchase orders for the ~~purchase~~ procurement of goods and/or services governed by this article, provided they are in conformance with the law and all applicable rules and regulations, are vested in the ~~chief of purchasing and contracts~~ Chief Procurement Official.

Sec. 17-299. - Same—Delegation of authority to other county staff.

The ~~chief of purchasing and contracts~~ Chief Procurement Official may delegate rights, powers and authority vested in ~~him/her~~ them to subordinate ~~purchasing and contracts~~ procurement employees or other county staff when deemed necessary by the ~~chief of purchasing and contracts~~ Chief Procurement Official, provided such staff shall comply with all applicable laws, rules and procedures established by the county.

Secs. 17-300—17-308. - Reserved.

DIVISION 3. - SOURCE SELECTION

Sec. 17-309. - Generally.

The procurement of all goods, material, equipment ~~services and combinations of goods~~ and/or services by or on behalf of the Board ~~board of county commissioners~~, including those transactions through which the Board ~~board of county commissioners~~ shall receive revenue, in an amount equal to or in excess of the mandatory ~~bid amount~~ formal solicitation threshold, shall be awarded ~~by~~ through a competitive ~~bid or competitive proposal~~ process as

specifically provided in this division, except as otherwise provided in this division or by state or federal law. Competitive bidding shall be the preferred method of competition where possible.

Nothing in the foregoing shall prohibit the county from renewing or extending purchase orders or contracts with vendors/contractors originally selected through a competitive selection process, provided such renewal is within the scope of the original purchase order or contract, or from purchasing goods, materials or equipment for inclusion in a capital improvement project whose cost has been incorporated as part of a bid selected in a competitive bidding process provided for herein.

Sec. 17-310. - Competitive sealed ~~bid~~ solicitation process.

(a) *Competitive solicitation.* ~~Invitation for bids~~ An invitation for bids/request for proposals or other competitive solicitation shall be issued ~~which shall to~~ include the specifications and all contractual terms and conditions applicable to the procurement.

(b) *Public notice.* General public notices of ~~invitation for bids~~ Competitive Solicitations shall be published in a newspaper or other media of general circulation in the county for a reasonable period prior to ~~bid~~ solicitation opening.

(c) *~~Bid~~ Competitive Solicitation submission.* ~~Bids~~ Responses must be received no later than the time and date and ~~at the location in the manner~~ specified for ~~bid~~ opening in the ~~invitation for bid~~ solicitation document. No ~~bids responses~~ shall be accepted after such time and date ~~at any other location or in any other manner than specified ; any bids received later or at any other location than specified shall be returned unopened to the bidder.~~ It shall be the ~~bidder's~~ respondent's sole responsibility to ensure that their ~~bids responses~~ reach the specified time and place for receipt of bids. ~~Bidders~~ Respondents shall be allowed to withdraw their ~~bids responses~~ at any time prior to ~~bid~~ opening.

(d) *~~Bid~~ Competitive Solicitation opening.* ~~Bids~~ Competitive Solicitations shall be opened publicly at the time and place specified in the ~~invitation for bids~~ solicitation document. ~~The name of each bidder and~~

~~the amount of each bid shall be announced and recorded at the time of public opening.~~

(e) *Bid Competitive Solicitation cancellation or postponement.* ~~The chief of purchasing and contracts~~ Chief Procurement Official ~~may prior to bid opening~~ elect to cancel ~~an invitation to bid~~ a Competitive Solicitation or postpone the date and/or time of bid opening. A Competitive Solicitation may be canceled at any time ~~prior to award~~ when such action is considered by ~~the chief of purchasing and contracts~~ Chief Procurement Official to be in the best interest of the county.

(f) *Corrections, additions to and withdrawal of bids responses.*

~~(1) The following shall govern the correction of information submitted in a bid when that information is a determinant to the responsiveness of the bid:~~

~~a. Errors in the extension of unit prices stated in a bid or in multiplication, division, addition or subtraction in a bid may be corrected by the chief of purchasing and contracts prior to award. In such cases, the unit prices bid shall not be changed. When bidders quote in words and figures on items on the bid form, and the words and figures do not agree, the words shall govern and the figures shall be disregarded.~~

~~b. No bidder shall be permitted to correct a bid error after bid opening that would cause such bidder to have the low bid, except that any bidder may correct errors in extension of unit prices stated in the bids, or in multiplication, division, addition or subtraction. In such cases, unit prices bid shall not be changed, and such error must be readily apparent on the face of the bid form.~~

~~c. Nothing herein is intended to prohibit the acceptance of a voluntary reduction in price from a low bidder after bid opening, and prior to commencement of work, provided such reduction is not conditioned on, or does not result in, the modification or deletion of any specifications or conditions contained in the invitation for bids.~~

~~(2) A bidder who alleges a judgmental error of fact shall not be permitted to withdraw his/her bid after bid opening. If such bidder unilaterally withdraws~~

~~his/her bid without permission after bid opening, the chief of purchasing and contracts may suspend the vendor from receiving new orders from the county for up to two (2) years, dating from the date of unilateral withdrawal, and retain any bid security submitted with the bid.~~

~~(3) A bidder who alleges a nonjudgmental error of fact may be permitted to withdraw his/her bid only when it is determined by the chief of purchasing and contracts that there is reasonable proof that such a mistake was made and, if the bid is the low bid, that the intended bid cannot be determined with reasonable certainty. If a bidder unilaterally withdraws his/her bid without permission after bid opening, the chief of purchasing and contracts may suspend the vendor from receiving new orders from the county for up to two (2) years, dating from the date of the unilateral withdrawal, and retain any bid security submitted with the bid.~~

(1) Correction or withdrawal of inadvertently erroneous responses before or after award and cancellation of awards or contracts based upon such mistakes shall be permitted in accordance with regulations promulgated by the Chief Procurement Official. After solicitation opening, no changes in prices or other provisions prejudicial to the interest of the county or fair competition shall be permitted. Except as otherwise provided by regulation, all decisions to permit correction or withdrawal of responses or to cancel awards or contracts based upon mistakes shall be supported by a written determination by the Chief Procurement Official.

(24) Information in a bid response, which concerns the responsibility of the bidder respondent, shall not necessarily be considered conclusive at the time of bid opening, except when the invitation for bids solicitation unequivocally states that the bid response shall not be considered responsive unless the particular information is provided in the bid response. When such information has not been so declared as a determinant of responsiveness of the bid response:

a. The chief of purchasing and contracts Chief Procurement Official may determine that the information submitted concerning the responsibility

of the ~~bidder~~ respondent is so administratively inadequate as to warrant a recommendation of rejection of the ~~bid~~ response based on a lack of demonstrated ~~bidder~~ respondent responsibility.

b. ~~The chief of purchasing and contracts~~ Chief Procurement Official may, after ~~bid~~ response opening, request additional information from the ~~bidder~~ respondent for minor clarification of informalities as determined by the Chief Procurement Official concerning his/her responsibility to perform; and the ~~bidder~~ respondent may voluntarily, after ~~bid~~ opening, provide additional or corrective information concerning ~~his/her~~ their responsibility as a ~~bidder~~ respondent. ~~The chief of purchasing and contracts~~ Chief Procurement Official shall consider this and all other information gained prior to the time of award or rejection in making ~~his/her~~ their determinations and recommendations concerning bid acceptance and award.

(35) A ~~bid~~ response to a solicitation shall be considered responsive only if it conforms to the requirements of the ~~invitation for bids~~ Competitive Solicitation concerning all matters unequivocally stated in the ~~invitation for bids~~ solicitation as a determinant of responsiveness. A lack of conformity on these matters which is nonsubstantive in nature may be considered a technicality or irregularity which may be waived by the ~~chief of purchasing and contracts~~ Chief Procurement Official.

(46) Failure of a ~~bidder or proposer~~ respondent to certify the firm as a drug-free workplace, in accordance with F.S. § 287.087, shall result in rejection of the ~~bid or proposal~~ response as nonresponsive provided this requirement is stipulated in the ~~invitation for bid or request for proposal~~ solicitation.

(g) *Bid evaluation.* Bids will be evaluated in accordance with the criteria set forth in the IFB, any applicable provisions in this ordinance, and any applicable statutes or regulations.

(1) The county reserves the right to accept or reject any and all bids and/or to make award to the lowest responsive and responsible bidder whose bid

meets the requirements and criteria set forth in the Invitation for Bids and whose award will, in the opinion of the county, be in the best interest of and most advantageous to the county.

(2) Factors to be considered in determining whether the standard of responsibility has been met include whether, in the county's determination, a prospective vendor/contractor has:

- a. Appropriate financial, material, equipment, facility and personnel resources;
- b. Experience, knowledge, and expertise, or the demonstrated ability to obtain same;
- c. Capability to meet all contractual requirements;
- d. A satisfactory record of performance on similar projects;
- e. A satisfactory record of integrity;
- f. Qualified legally to contract with the county; and
- g. Supplied all necessary information in connection with the inquiry concerning responsibility including, but not limited to, any licenses, permits, insurance or organization papers required.

The prospective vendor/contractor shall supply information requested by the county concerning the responsibility of such vendor/contractor. If such vendor/contractor fails to supply the requested information, the county shall base the determination of responsibility upon any available information or may find the prospective vendor/contractor non-responsible if such information is not submitted within the time specified by the ~~chief of purchasing and contracts~~ Chief Procurement Official.

(3) The county may conduct a prequalification process in which the responsibility of potential vendors/contractors is evaluated and may then limit acceptance of formal solicitations to those vendors/contractors deemed qualified in such process.

~~(4) In the event the lowest responsive and responsible bid submitted in response to any~~

~~invitation for bid is by a bidder whose principal place of business is in a county other than Orange County, and such county grants a bid preference for purchases to a bidder whose principal place of business is in such county, then Orange County may award a preference to the (next) lowest responsive and responsible bidder having a principal place of business within Orange County, Florida. Such preference shall be equal to the preference granted by the county in which the lowest responsive and responsible bidder has its principal place of business.~~

(h) *Bid award.* Award shall be made to the lowest responsive and responsible bidder whose bid meets the requirements and criteria set forth in the ~~invitation for bid~~ Invitation for Bids, and shall be effective upon issuance of a purchase order, contract or written notice of award by the ~~chief of purchasing and contracts~~ Chief Procurement Official or designee. ~~The county may reject any bid prior to such issuance.~~ In the event that only one (1) bid is received, the ~~county~~ County may award to the sole bidder, rebid, or negotiate with the sole bidder. Awards shall be subject to board approval in accordance with the then current thresholds promulgated in the Orange County Administrative Regulations; provided, however, prior authority to award any bid exceeding this amount may be granted to the ~~chief of purchasing and contracts~~ Chief Procurement Official by the ~~board~~ Board with the stipulation that award shall be made to the lowest responsive and responsible bidder within the budget amount for such purchase.

(i) *Amendments/changes after award.* The ~~chief of purchasing and contracts~~ Chief Procurement Official may authorize changes/amendments for construction, professional services, and goods and/or services within the overall scope of the project or procurement subject to board approval in accordance with the then current thresholds promulgated in the Orange County Administrative Regulations. If the change is outside the scope of the original project or procurement as determined by the ~~chief of purchasing and contracts~~ Chief Procurement Official, a new ~~invitation for bid~~ Competitive Solicitation must be issued, unless ~~bidding a new~~ Competitive Solicitation would cause a significant

delay or other adverse impact on the project, wherein a new contract with the existing contractor may be negotiated, provided such contractor is qualified and available to perform on the new project, or is capable of securing the services of a qualified subcontractor. Extensions of time frames for completion of contracts may be authorized by the ~~chief of purchasing and contracts~~ Chief Procurement Official.

~~Sec. 17-311. — Competitive sealed proposal process.~~

~~When it is determined by the Chief Procurement Official that the use of competitive sealed bidding is either not practical or not advantageous to the county, due to the technical or specialized nature of the goods and/or services sought, the county may utilize the following competitive proposal process through a Request for Proposals or an Invitations to Negotiate as an alternative to the competitive bid process:~~

~~(1) — RFPs or ITNs, setting forth the terms and conditions of the goods and/or services sought including evaluation factors, shall be issued.~~

~~a. — Public notice. Public notice shall be the same as for Invitations for Bids.~~

~~b. — Submission. Proposals must be received no later than the specified time, date for submission in the RFP. No proposal shall be accepted after such time specified.~~

~~c. — Proposal opening. Proposals shall be opened publicly at the time and place specified in the RFP.~~

~~d. — Proposal postponement. The Chief Procurement Official may, prior to proposal submission deadline, elect to postpone the date and/or time for opening.~~

~~(2j) *Proposal evaluation.* Proposals will be evaluated in accordance with the criteria set forth in the RFP or ITN, any applicable provisions in this ordinance, and any applicable statutes or regulations.~~
Award shall be made to the most responsive, responsible offerer whose proposal is determined to be the most advantageous to the county in accordance with the evaluation criteria contained in

the RFP or ITN ~~or to the most qualified firm in the case of an RFI~~. Evaluation of offerers and/or proposals may be made in a multistep selection or bidding process as set forth in the RFP or ~~RFI~~ ITN and shall be based upon factors of responsibility set forth in section 17-310(g)(2) and upon factors of responsiveness and quality based upon criteria set forth in the RFP or ~~RFI~~ ITN. The RFP or ~~RFI~~ ITN shall state the relative importance of price and other criteria.

As provided in the RFP or ITN, discussions may be conducted with responsible offerers who submit proposals for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Offerers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no exchange of information regarding the content or feasibility of the proposals by competing offerers.

(31) Shortlist for Invitation to Negotiate only. When utilizing an ITN process, the selection committee may recommend to short-list one or more proposers to negotiate the best value for the County.

(42) Proposal Award. Notice of the intent to award shall be posted at the location set for proposal submission made by electronic posting. The award shall be made in accordance with the provisions of section 17-310(h) process and criteria contained in the RFP or ITN and shall be effective upon issuance of a purchase order, contract or written notice of award by the Chief Procurement Official or designee. The county may reject any response prior to such issuance. In the event that a sole response is received, the county may award to the sole respondent, resolicit, or negotiate with the sole respondent. All awards in excess of the threshold provided in Orange County Administrative Regulation must be approved by the board; provided, however, prior authority to award any contract exceeding this amount may be granted to the Chief Procurement Official by the

board with the stipulation that award shall be made to the lowest responsive and responsible bidder within the budget amount for such purchase. The contract file shall contain the basis on which the award is made.

(k) Request for Information Process.

Based on the statements of interest received from vendors responding to the RFI, the County Department, upon approval from the Chief Procurement Official, may request a trial use of two or more of the products for a limited period of time. Upon receipt of the statements of interest or at the end of the trial period for approved goods, a solicitation may be initiated for the goods or services. A RFI will not result in a purchase without a competitive or alternative source selection process. The procurement division shall have unlimited use of the information included within the statement of interest submitted in response to an RFI.

Sec. 17-311 – Reserved.

Sec. 17-312. - Alternative source selection.

(a) *Small purchases.* Any purchase for an amount less than the mandatory ~~bid amount~~ formal solicitation threshold may be made in accordance with those procedures promulgated in the administrative regulations and internal procedures of ~~purchasing and contracts~~ procurement; provided, however, no purchase shall be artificially divided so as to constitute a small purchase under this section.

(b) *Sole source purchases.* The ~~chief of purchasing and contracts~~ Chief Procurement Official or designee may make or authorize the purchase, under the administrative regulations and internal procedures of ~~purchasing and contracts~~ procurement, of goods and/or services subject to the approval level stipulated in ~~section 17-310(h)~~. Orange County Administrative Regulation, without fulfilling a competitive bid or competitive proposal process when the director or manager of the using department Using Department or ~~his/her~~ designee has documented in writing that such good and/or service is the only item that meets the need and is available through only one (1) source of supply or the provider of the specialized services is uniquely qualified to

perform such service. Such written determinations shall be retained in the appropriate official contract file of the ~~purchasing and contracts department~~ Procurement Division.

(c) *Emergency purchases.* The ~~chief of purchasing and contracts~~ Chief Procurement Official may make or authorize emergency purchases as defined herein in accordance with the administrative regulations and internal procedures of ~~purchasing and contracts procurement~~ subject to the approvals stipulated in section 17-310(h). A ~~record listing and written~~ Written records of emergency purchases shall be maintained by the ~~purchasing and contracts department~~ Procurement Division. A ~~record listing of all emergency purchases exceeding the mandatory bid limit shall be retained in the appropriate official contract file of the purchasing and contracts department.~~

(d) *Cooperative purchases.* Notwithstanding any requirements of this article, the ~~chief of purchasing and contracts~~ Chief Procurement Official may ~~purchase~~ procure goods and/or services under contract with the federal, state or municipal governments ~~or~~, any other governmental agency or political subdivision, or any cooperative procurement organization providing the contracted vendor extends the same terms and conditions of the contract to the county.

(e) *Consultant Services.*

(1) *Estimated value equal to or in excess of mandatory ~~bid amount~~ formal solicitation threshold.* Consultant services as defined herein, when the estimated fee is equal to or in excess of the mandatory ~~bid mount~~ formal solicitation threshold, may be acquired through ~~an invitation for bid or through the a~~ eCompetitive Solicitation process ~~in accordance with section 17-311 herein.~~

(2) *Estimated value less than the mandatory ~~bid amount~~ formal solicitation threshold.* The procurement of consultant services as defined herein, when the estimated fee is less than the mandatory ~~bid amount~~ formal solicitation threshold, shall be awarded in accordance with procedures promulgated for small purchases set forth in section 17-312(a).

(f) *Professional architectural, engineering, landscape architectural or ~~land~~ surveying or mapping services governed by F.S. § 287.055.* The procurement of professional services as governed by F.S. § 287.055 shall be made in accordance with the administrative regulations and internal procedures of ~~purchasing and contracts~~ procurement. Such regulations and procedures shall define and provide for the use of continuing professional service contracts and authorization of tasks within continuing contracts.

(g) *Design-build services.* The procurement of design-build services shall be made in accordance with rules and procedures promulgated in the administrative regulations and internal procedures of ~~purchasing and contracts~~ procurement.

(h) *Construction services.* The procurement of construction services shall be acquired in accordance with section 17-310 herein.

Bid security shall be required for all competitive sealed bidding for construction contracts when the price is estimated by the ~~manager of purchasing and contracts to exceed two hundred thousand dollars (\$200,000.00)~~ Chief Procurement Official to exceed the threshold provided in Section 255.05, Florida Statutes, or a lower threshold set by internal policies and procedures. Bid security shall be an original bid bond executed by a surety company authorized to do business in the State of Florida, or a certified or cashier's check satisfactory to the county. Nothing herein shall prevent the requirement of such bonds on construction contracts under two hundred thousand dollars (\$200,000.00) when the circumstances warrant. ~~Bid security shall be in an amount equal to at least ten (10) percent of the amount of the bid.~~

~~Bids or proposals~~ Solicitation responses which do not comply with the surety requirements shall be rejected.

When a construction contract is awarded in excess of ~~two hundred thousand dollars (\$200,000.00)~~ the bond threshold provided in Section 255.05, Florida Statutes, or a lower threshold set by internal policies and procedures, the following bonds or security shall

be ~~delivered~~ provided to the county and shall become binding on the parties upon the execution of the contract:

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

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

Sureties for all bid bonds, performance bonds and payment bonds must be listed on the U.S. Department of Treasury Listing, and the bond amount shall not exceed the maximum amounts specified therein unless otherwise stipulated in the ~~invitation for bid~~ formal solicitation.

Nothing herein shall prohibit the county from deleting line items within the ~~invitation for bids solicitation~~ and purchasing such items directly from a supplier in an amount not exceeding the ~~bid solicitation~~ amount per line item of the successful bidder, without further bidding, in an effort to benefit from the county's tax exempt status.

~~Final payment of all construction projects shall be approved by the chief of purchasing and contracts after certification of completion from the division director or department manager.~~

~~The procurement of construction management services shall be made via the competitive sealed proposal process.~~

(i) *Negotiated procurements.* Negotiation of contracts and pricing, after selection via the RFP, ITN ~~RFI~~ or methods identified herein which are not competitively bid, shall be by means promulgated in the administrative regulations and internal

procedures of ~~purchasing and contracts~~ procurement. Such regulations and procedures shall include provisions for the right of the county to audit, cost principles to be used to determine the allowability of reimbursing expenses, and the designation of members to selection and negotiation committees.

**Sec. 17-313. - Protested solicitations and awards -
~~Invitation for bids.~~**

(a) *Right to protest.* ~~Any actual or~~ A prospective bidder who is allegedly aggrieved by the solicitation documents or any actual respondent who is allegedly aggrieved in connection with the solicitation or pending award of a contract may protest to the ~~chief of purchasing and contracts~~ Chief Procurement Official.

(b) *Posting.* The ~~purchasing and contracts department~~ Procurement Division shall post a recommendation of award by electronic posting at the location where the bids were opened. ~~The recommendation of award shall be publicly posted at the purchasing and contracts department no less than three full business days after the decision to recommend award to a bidder.~~

(c) *Filing. Notice* ~~A notice of formal written protest of the solicitation documents must be submitted received~~ no later than 5:00 pm on the fifth full business day after the posting of the ~~award recommendation~~ solicitation documents. If a prospective respondent considers a specification contained in a solicitation document to be proprietary or restrictive in nature, thus potentially resulting in reduced competition, they are urged to contact the procurement division prior to submittal deadline. Specifications which are unrelated to performance will be considered for deletion via addendum to the solicitation.

A formal written protest ~~must be filed of a pending award and the required protest bond must be received~~ no later than 5:00 p.m., on the fifth full business day after the date of posting of the award recommendation. For a phased solicitation, a formal written protest of the recommendation in each phase must be received no later than 5:00 p.m., on the fifth full business day after the date of ~~filing the notice of~~

~~protest~~ posting of the total weighted score for each phase. The formal written protest must be sent to the Chief Procurement Official or designee by personal delivery. The formal written protest shall; identify the protesting party and the solicitation involved; include a clear statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds. ~~The protesting party shall mail a copy of the notice and the formal written protest to.~~ If a formal written protest does not contain the minimum required information, is not accompanied by the required protest bond or is not delivered within the required time, it will not be considered. The Chief Procurement Official or designee will notify the protesting party in writing of the failure to meet the minimum requirements within five (5) business days of receipt of the formal written protest.

~~The Procurement Division shall notify all other bidders and to any person with whom he/she is in dispute and shall provide the chief of purchasing and contracts with evidence of such mailing respondents that a protest has been received.~~

A formal written protest is considered filed with the county when it is received by the ~~purchasing and contracts division~~ Chief Procurement Official or designee. Accordingly, a protest is not timely filed unless it is received by the ~~purchasing and contracts division~~ Chief Procurement Official or designee within the times specified above. Failure to file a formal written protest within the time period specified shall result in relinquishment of all rights of protest by the vendor and abrogation of any further bid protest proceedings.

Notwithstanding the above, if the protesting party filed a timely protest and made a public records request to the County before the deadline for filing the protest, the protesting party may utilize any public records received in response to the public records request as evidence in support of the grounds stated in the protest, provided the protesting party files a supplement to the protest within 48 hours after

receipt of the records responsive to the public records request. To be deemed validly filed, any such supplement must specifically identify the information contained within the produced public records that provides the evidence in support of the specific ground(s) stated in the protest. A public records request by the protesting party shall not extend the deadline for filing a protest.

A protesting party filing a protest with the Chief Procurement Official must provide a bond, or a cashier's check, certified check, or money order, to the Chief Procurement Official, payable to the County, in an amount equal to one percent (1%) of the County's estimate of the total annual contract value, or estimated budget, as applicable, or five thousand dollars (\$5,000.00), whichever is less. In lieu of a protest bond, the County will accept a money order or cashier's check, payable to Orange County.

The bond must be conditioned upon the payment of all costs that may be adjudged against the protesting party in the appeal hearing in which the action is brought and in any subsequent court proceeding.

The protest bond for a certified Small Business Enterprise firm shall be reduced by fifty percent (50%). To be entitled to the reduced protest bond, the SBE must be certified by the County at the time of the response submittal deadline of the applicable solicitation.

If, after completion of the protest process the protesting party prevails, the bond or funds will be returned to the protesting party.

These procedures shall be the sole remedy for challenging an award of ~~bid~~ a solicitation. ~~Bidders~~ Respondents are prohibited from attempts to influence, persuade or promote through any other channels or means. Such attempts shall be cause for suspension in accordance with section 17-314(b) of this article.

The time limits in which protests must be filed as specified herein may be altered by specific provisions in the ~~IFB~~ solicitation.

Allegations of misconduct or misrepresentation by a competing respondent shall not be considered a protest, but will be reviewed and, if appropriate in the County's sole discretion, will be used for the purpose of evaluating the qualifications and/or responsibility of the applicable respondent.

(d) *Authority to resolve.* ~~The chief of purchasing and contracts shall~~ Chief Procurement Official may attempt to resolve the protest in a fair and equitable manner and shall render a written decision to the protestant. Alternatively, at the discretion of the Chief Procurement Official, the protest may be referred directly to the protest committee referenced below. For solicitations for awards under the formal solicitation threshold, the Chief Procurement Official's decision will be considered final and there will be no appeals available to the protesting party.

If the protesting party is not satisfied by the decision of the Chief Procurement Official, the protesting party may appeal a decision by the Chief Procurement Official by delivering written notice of appeal of the decision to the ~~chief of purchasing and contracts~~ Chief Procurement Official no later than 5:00 p.m. on the ~~fifth~~ third full business day after the date of the written decision, whereby a protest committee, comprised of ~~chief of purchasing and contracts, a representative of the county attorney, county administration, the M/WBE department, and the using department director or division director~~ the Chief Procurement Official and three members of county staff appointed annually by the County Administrator shall have the authority to settle and resolve the protest

(e) *Proceedings.* ~~The chief of purchasing and contracts~~ Chief Procurement Official shall serve as the presiding officer of the committee in a non-voting capacity and shall give reasonable notice to all substantially affected persons or businesses prior to the date scheduled to consider the appeal of the protest.

(1) ~~At or prior to the protest proceeding, the protesting party may submit and written or physical materials, object, statements, affidavits and arguments which he/she deems relevant to the issues raised. At the protest proceeding, the protesting party~~

will be limited to the written appeal and any other documents submitted with the initial formal written protest.

(2) In the proceeding, the protesting party, or its representative or counsel, may ~~also~~ make an oral presentation of the evidence and arguments. However, neither direct nor cross examination of witnesses will be permitted, although the presiding officer and other committee members may make whatever inquires deemed pertinent to a determination of the protest.

(3) The judicial rules of evidence shall not apply, and the committee shall base its decision on such information adduced in the course of the proceeding upon which reasonable prudent persons rely on the conduct of their affairs.

(4) If the committee determines that the solicitation documents or the recommended award are not in compliance with the law, the county's administrative regulations or internal procedures of the procurement division, then the solicitation or award recommendation may be cancelled or revised. ~~If it is determined that the solicitation or award recommendation is in violation of law or the administrative regulations and internal procedures of procurement, the solicitation or award recommendation shall be canceled or revised.~~

(5) If it is determined that the solicitation or award recommendation should be upheld, the ~~chief of purchasing and contracts~~ Chief Procurement Official shall promptly issue a decision on behalf of the committee in writing stating the reason for the action with a copy furnished to the protesting party and all substantially affected persons or businesses. The decision shall be final and conclusive as to the county unless further action is taken by the board or a party commences action in court. Any party may arrange for the proceedings to be stenographically recorded and shall bear the expense of such recording. The proceedings shall be open to the general public.

(f) *Stay of procurement during protests.* In the event of a timely protest, the ~~chief of purchasing and contracts~~ Chief Procurement Official shall not

proceed further with the solicitation or with the pending award of the contract until the ~~chief of purchasing and contracts~~ Chief Procurement Official, with the advice of the county attorney and after consultation with the using department, makes a determination that the award of the contract without delay is necessary to protect substantial interests of the county government.

~~(g) — Protest to the board.~~

~~(1) — Requirements. If, in a competitive bid procurement where the bid award must be approved by the board, a bidder believes that the protest committee's decision is unfair or incorrect, it may write a letter to the members of the board objecting to the decision. The letter of objection and any and all attachments must be delivered to all board members no later than 5:00 p.m. on the fifth full business day after the chief of purchasing and contracts issues a decision on behalf of the committee. The letter must (1) identify the aggrieved bidder and the solicitation involved; (2) include a clear statement of the legal and factual grounds on which the aggrieved bidder's objection is based; and (3) refer to the statutes, laws, ordinances or other legal authorities which the party deems applicable to such grounds, and (4) specify the relief requested of the board by the aggrieved bidder. The aggrieved bidder shall simultaneously deliver duplicate copies of the letter and all attachments (if any) to the county administrator, the county attorney, and the chief of purchasing and contracts. Thereafter, the aggrieved bidder and any others may lobby members of the board, and the chief of purchasing and contracts shall mail or deliver copies of the aggrieved bidder's letter (including copies of any attachments) to all other bidders. All meetings between bidders and board members which take place after receipt of the letter of objection must be open to the public and, may not take place unless notice of the meeting has been posted at the place designated for such postings at least two full business days prior to the day of the meeting. This noticed meeting may be held only in a county meeting room or office or in an office or meeting room at some governmental building where the public may freely attend. Neither the aggrieved bidder nor any other bidder may communicate or~~

~~attempt to communicate with any member of the board in connection with the particular bid solicitation in any manner other than as set forth expressly in this paragraph.~~

~~(2) *Exclusive method of protest, objection, and appeal.* There is a compelling county interest in procuring goods and services in a timely manner so as to provide county residents and visitors with efficient, cost-effective, and operationally effective county infrastructure, facilities, and services in a timely manner. Consequently, procurement disputes must be resolved by the board with minimal delays. Therefore, in a competitive bid procurement where the bid award must be approved by the board, the procedure set forth in this subsection (g) is the sole means by which a bidder aggrieved by a decision of a protest committee under subsection (e) may seek recourse with the board. Refusal or failure by any aggrieved bidder to pursue its right of objection under this subsection shall constitute a waiver of its right to pursue any further remedies or appeals, either administratively or judicially.~~

~~(3g) *Violation of lobbying ordinance.* No bidding respondent may engage in any effort, either directly or indirectly, to influence the actions of the board with respect to a pending award of a contract for which an invitation for bids competitive solicitation was issued except as set forth in this Section 17-313 subsection (g). Any bidder engaging in a protest to the board as allowed under this subsection (g) shall comply strictly with the requirements and restrictions of this subsection. Any attempt by any bidding respondent to communicate with any board member, directly or indirectly, whether in person or through agents, employees, or lobbyists, or otherwise to influence the vote of any board member, in connection with any pending award of a contract for which an invitation for bids a competitive solicitation has been issued, in any manner not strictly in compliance with the requirements and restrictions of this subsection (g) shall be deemed in violation of the black-out-period restrictions of section 2-355 17-291 and section 2-355.1 17-292 and, therefore, subject to the sanctions of section 2-356 and section 17-314.~~

(hg) *Reservation of powers to settle actions pending before the courts.* Nothing in this section is intended to affect the existing powers of the Board of county commissioners to settle actions pending before the courts.

(ih) *Damages.* In the event of the court upholding the protestant's claim, the court-awarded damages on behalf of the protestant shall be solely limited to the costs of preparation of the response to the solicitation and reimbursement of the amount of the protest bond as stipulated in subsection 17-313(c) herein.

~~Sec. 17-313.1. Same Requests for proposals.~~

~~(a) *Right to protest.* Any proposer who alleges an omission, an error, a mistake, or an incorrect evaluation or scoring of its proposal or other proposals may submit a letter of protest to the chief of purchasing and contracts no later than 5:00 p.m. on the fifth full business day after the initial posting of the listing of short listed firms. Such letter may request a re-evaluation of specific areas of the proposal(s) by the procurement committee; and must specifically delineate the alleged omission, error, mistake, or incorrect evaluation, and include a suggested remedy which could be administered by the selection committee.~~

~~(b) *Posting.* The following protest procedures for the RFP process shall apply: The listing of short listed firms recommended for the project by the procurement committee shall be publicly posted at the purchasing and contracts department for no less than five full business days after the procurement committee evaluation.~~

~~(c) *Notice.* Upon timely receipt of the letter of protest, the chief of purchasing and contracts shall notify all other short-listed firms of the protest by copy of the protest letter, and shall refer the letter of protest to the procurement committee. The procurement committee shall schedule a hearing for appropriate action to be determined by the committee. The procurement committee's hearing shall take place prior to the board's consideration of the award.~~

~~(d) *Proceedings.*~~

~~(1) At the procurement committee's hearing, the protesting party, its representative or counsel, and any other parties affected by the procurement committee's decision may make an oral presentation of the testimony and argument. However, neither direct or cross examination of witnesses will be permitted, although the presiding officer and other committee members may make whatever inquiries are deemed pertinent to a determination of the protest.~~

~~(2) The judicial rules of evidence shall not apply. The procurement committee shall base its decision on such information adduced in the course of the proceeding upon which reasonable prudent persons rely in the conduct of their affairs.~~

~~(3) If it is determined that either the solicitation or award is in violation of law or the administrative regulations and internal procedures of purchasing and contracts, the solicitation or award shall be canceled or revised.~~

~~(4) The chief of purchasing and contracts shall promptly issue the final short list as established by the committee, indicating the confirmed scoring for each selection criteria, with a copy furnished to the protesting party and all other short-listed proposers. The decision as to short list and scoring shall be transmitted to the board of county commissioners for its consideration and approval. Any party may arrange for the proceedings to be stenographically recorded at that party's expense. The proceedings shall be open to the general public.~~

~~(5) During the protest proceedings, proposers are prohibited from attempts to influence, persuade or promote through any other channel or means. Such attempts shall be cause for suspension in accordance with section 17-314 of this article.~~

~~(6) The time limits in which protests must be filed as specified herein may be altered by specific provision in the RFP.~~

~~(e) *Stay of procurement during protest.* In the event of a timely protest, the chief of purchasing and contracts shall not proceed further with the solicitation or with the pending award of the contract unless the chief of purchasing and contracts, with the~~

~~advice of the county attorney and after consultation with the using department, makes a determination that the immediate award of the contract is necessary to protect substantial interests of the county.~~

~~(f) *Protest to the board.*~~

~~(1) *Requirements.* If, in a competitive proposal procurement where the contract award must be approved by the board, a proposer believes that the procurement committee's decision on a protest under subsection (d) is unfair or incorrect, it may write a letter to the members of the board objecting to the decision. The letter of objection and any and all attachments must be delivered to all board members no later than 5:00 p.m. on the third full business day after the chief of purchasing and contracts issues the final short list. The letter must (1) identify the proposer and the solicitation involved; (2) include a clear statement of the legal and factual grounds on which the aggrieved proposer's objection is based; (3) refer to the statutes, laws, ordinances or other legal authorities which the aggrieved proposer deems applicable to such grounds; and (4) specify the relief requested of the board by the aggrieved proposer. The aggrieved proposer shall simultaneously deliver duplicate copies of the letter and all attachments (if any) to the county administrator, the county attorney, and the chief of purchasing and contracts. Thereafter, the aggrieved proposer and any others may lobby members of the board, and the chief of purchasing and contracts shall mail or deliver copies of the aggrieved proposer's letter (including copies of any attachments) to all other proposers. All meetings between bidders and board members which take place after receipt of the letter of objection must be open to the public and, may not take place unless notice of the meeting has been posted at the place designated for such postings at least two full business days prior to the day of the meeting. This noticed meeting may be held only in a county meeting room or office or in an office or meeting room at some governmental building where the public may freely attend. Neither the aggrieved proposer nor any other proposer may communicate or attempt to communicate with any member of the board in connection with the particular competitive proposal~~

solicitation in any manner other than as set forth expressly in this paragraph.

~~(2) Exclusive method of protest, objection, and appeal.~~ There is a compelling county interest in procuring goods and services in a timely manner so as to provide county residents and visitors with efficient, cost-effective, and operationally effective county infrastructure, facilities and services in a timely manner. Consequently, procurement disputes must be resolved by the board with minimal delays. Therefore, in a competitive proposal procurement where the contract award must be approved by the board, the procedure set forth in this subsection (f) is the sole means by which a proposer aggrieved by a decision of a procurement committee under subsection (e) may seek recourse. Refusal or failure by any aggrieved proposer to pursue its rights under this subsection shall constitute a waiver of its right to pursue any further remedies or appeals, either administratively or judicially.

~~(3) Violation of lobbying ordinance.~~ No proposer may engage in any effort to influence the actions of the board with respect to a pending award of a contract under the competitive proposal process set forth in section 17-311 except as expressly set forth in this subsection (f). Any aggrieved proposer engaging in a protest to the board as allowed under this subsection (f), and any other proposer supporting or opposing the protest of an aggrieved proposer as allowed under this subsection (f), shall comply strictly with the requirements and restrictions of this subsection. Any attempt by any proposer to communicate with any board member or otherwise to influence the vote of any board member, in connection with any pending award of a contract, in any manner not strictly in compliance with the requirements and restrictions of this subsection (f) shall be deemed in violation of the black-out period restrictions of section 2-355 and section 2-355.1 and, therefore, subject to the sanctions of section 2-356.

~~(g) Reservation of powers to settle actions pending before the courts.~~ Nothing in this section is intended to affect the existing powers of the board to settle actions pending before the courts.

~~(h) *Damages.* In the event of any court or other proceeding upholding the protestant's claim, any damages, including court awarded damages accruing to the protestant or any other party shall be limited solely to proposal preparation costs.~~

Sec. 17-314. - Suspension and debarment.

(a) *Authority.* ~~The chief of purchasing and contracts~~ Chief Procurement Official may suspend or debar for cause the right of a vendor and its principals ~~to be included on a vendor list and to submit for consideration for award and may also reject any bid or response from that vendor rejected; provided, however the board of county commissioners shall have the power to waive or list such suspension or debarment.~~

(b) *Suspension.* A vendor and its principals may be suspended for a period ~~not to exceed two (2) years~~ as determined by the ~~chief of purchasing and contracts~~ Chief Procurement Official based upon the following:

(1) Vendor defaults or fails to fully comply with the conditions, specifications or terms of a bid, quotation, proposal or contract with the county; or

(2) Vendor commits any fraud or misrepresentation in connection with a bid, quotation, proposal or contract with the county; or

(3) Vendor is charged by a court of competent jurisdiction with the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; or

(4) Vendor is charged by a court of competent jurisdiction with the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously and directly affects responsibility as a county government contractor.

If charges are dismissed or the vendor found not guilty, the suspension shall be lifted automatically

upon written notification and proof of final court disposition provided by the vendor to the county; or

(5) Vendor becomes insolvent, has proceedings in bankruptcy instituted against it, or compounds its debts or assigns over its estate or effects for payment thereof, or has a receiver or trustee appointed over its property; or

(6) Vendor commission of any act or omission to perform any act which is grounds for debarment; or

(7) Vendor violates the ethical standards set forth in local, state or federal law; or

(8) Vendor fails to comply with the M/WBE Small Business Enterprise (SBE) or Service Disabled Veteran (SDV) participation or M/WBE SBE or SDV requirements of an awarded contract; or

(9) Suspension by another government entity; or

(10) Vendor fails to comply with the blackout period restrictions of section 17-291, section 17-292 and 17-313(g); or

(11) Respondent that unilaterally withdraws their response without permission after solicitation opening; or

~~(1012)~~ Any other cause the ~~chief of purchasing and contracts~~ Chief Procurement Official determines on a commercial basis to be so serious and compelling as to materially and adversely affect the capability of a business to function as a county contractor.

(c) *Debarment.* A vendor and its principals may be permanently debarred for the following:

(1) Default or failure to fully comply with the conditions, specifications, drawings or terms of a bid, proposal or contract with the county twice in any three-year period.

(2) Conviction by or judgment obtained in a court of competent jurisdiction for commission of those offenses in connection with the vendor's commercial enterprise stated in subsections (b)(3) and (b)(4). If the conviction or judgment is reversed through the appellate process, the debarment shall be removed immediately upon written notification and proof of final court disposition from the vendor to the county.

(3) Debarment by another entity.

(4) Fraudulent conduct against any government entity.

(d) *Decision.* After the ~~chief of purchasing and contracts~~ Chief Procurement Official has determined to suspend or debar a vendor, the Chief Procurement Official shall notify the vendor in writing of the debarment or the period of suspension and the reasons for the action taken. The ~~chief of purchasing and contracts~~ Chief Procurement Official, prior to issuance of written notification, may schedule an informational hearing with the vendor to determine if suspension or debarment is warranted.

Any decision to suspend or debar a vendor will also be applicable to any other business entity that is owned in part or in full by the principal of a suspended or debarred vendor.

(e) *Public entity crime.* Any vendor who has been convicted of a public entity crime as defined by F.S. § 287.133 shall not be able to transact business with the county to the extent as specified in F.S. § 287.133(3)(a).

~~(f) *Finality of decision.* The suspension or debarment shall be final and conclusive, unless the suspended or debarred vendor initiates protest proceedings pursuant to section 17-313 within twenty-one (21) days after the date of notification.~~

(f) *Appeal of decision.* A vendor may appeal a decision by the Chief Procurement Official to suspend or debar the vendor by delivering written notice of appeal to the Chief Procurement Official no later than 5:00 p.m. on the third full business day after the date the written decision has been rendered.

(g) *Decision.* The Director of Administrative Services or designee, shall have the authority to uphold, overturn, or reduce the decision of the Chief Procurement Official to suspend or debar the vendor, unless otherwise prohibited by law.

(h) *Proceedings.* The Procurement Division shall be responsible for scheduling the vendor's appeal and giving reasonable notice to all substantially affected persons. The vendor or its representative may submit relevant written materials and make an

oral presentation at the appeal hearing. Neither direct nor cross examination of witnesses will be permitted, although the Director of Administrative Services or designee may make whatever inquiries deemed pertinent to a determination of the appeal. Judicial rules of evidence shall not apply. The Director of Administrative Services or designee shall promptly issue a written decision.

(j) The decision by the Director of Administrative Services or designee is final and conclusive as to the county however the county, upon its own initiative, by and through the board of county commissioners, may waive or lift a suspension or debarment when it is in the county's interest to do so, and when it is not otherwise prohibited by law.

Sec. 17-315. – Inspections and tests.

~~(a)~~

~~The chief of purchasing and contracts may inspect, or arrange for the inspection of, all deliveries of supplies, materials, equipment or contractual services to determine conformance with specifications set forth in the order of contract.~~

~~(b) Any using department which has the staff and facilities for adequate inspection may be authorized by the chief of purchasing and contracts to inspect deliveries made to it.~~

~~(c) The chief of purchasing and contracts shall have the authority to require chemical and/or physical tests of samples submitted with bids and samples of deliveries which are necessary to determine their quality and conformance with the specifications. For such tests, the chief of purchasing and contracts shall have the authority to make use of laboratory facilities of an agency of the county government or any outside laboratory. Should the product fail such testing, the county may require the vendor to pay the county for any expense incurred in testing.~~

17-315. – Unsolicited Proposals

(a) Private entities may submit unsolicited proposals to the Chief Procurement Official.

(b) Any unsolicited proposals must contain the information as set forth in the Administrative Regulation addressing unsolicited proposals.

(c) All unsolicited proposals will be processed in accordance with the process set forth in the Administrative Regulation addressing unsolicited proposals and all proposers will be required to pay an application fee as set forth therein.

Sec. 17-316- Reserved.

Section 3. Codification. It is the intention of the Board that the provisions of this Ordinance shall become and be made a part of the Orange County Code; and that the sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 4. Effective Dates and Applicability. All sections of this Ordinance shall take effect on October 1, 2026.

APPROVED AND ENACTED ON THIS 15TH DAY OF SEPTEMBER, 2026.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: _____
Jerry L. Demings
Orange County Mayor

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: _____
Deputy Clerk