

**PASCO HERNANDO WORKFORCE BOARD, INC.**  
**Procurement Standards, Policies and Procedures**  
**Revised 7/1/2019**

I. Purpose - To establish in clear and detailed written form the standards and procedures that will be used by the Pasco-Hernando Workforce Board, Inc. (PHWB) for procuring goods and services for the efficient operations, implementation and administration of programs.

II. Abbreviations

SVPF	Senior Vice President, Finance
SVPO	Senior Vice President, Operations
CEO	Chief Executive Officer
Finance Manager	Finance Manager
APS	Accounts Payable Specialist

III. General Standards

1. All procurement transactions will be conducted in a manner that provides for full and open competition, unless it is determined, as provided for herein, that non-competitive, sole source selection or an emergency situation would be the only effective way to provide the goods or services sought.
2. The procurements must comply with the Uniform Administrative Requirements, Cost Principles, Audit Requirements for Federal Awards, and Stevens Amendment. The standards are contained in section 2 CFR, part 200.
3. Good and services can be purchased using State contract pricing, if available, without the need to obtain additional pricing.
4. Members and staff will avoid personal and organizational conflicts of interest, real or apparent, in procurement matters.
5. Members and staff will conduct themselves in accordance with the PHWB Code of Conduct and Ethics in procurement matters.
6. All procurement must be properly documented through purchase orders, contracts, leases, petty cash receipts, or other means dependent on the type of procurement being transacted and its objectives.
7. All procurement must be readily identifiable and traceable in the accounting records such that a clear audit trail between benefiting accounts is established.
8. Small, handicapped, minority and female-owned businesses will be utilized to the greatest extent possible when procuring goods and services.

IV. General Standards on Competition

1. All procurement transactions will be conducted in a manner providing full and open competition consistent with the standards contained in this Policy in order to fulfill the following objectives:

- a. To assure that prices paid are reasonable.
  - b. To target open access and entry.
  - c. To encourage innovation and quality.
  - d. To support integrity and independence in selection.
2. Some of the situations considered to be restrictive of competition include but are not limited to:
- a. Placing unreasonable requirements on firms in order for them to qualify to do business.
  - b. Requiring unnecessary experience and excessive bonding.
  - c. Non-competitive pricing practices between firms or affiliated companies.
  - d. Non-competitive awards to consultants that are on retainer contracts.
  - e. Organizational conflicts of interest.
  - f. Specifying only "brand name" products instead of allowing "an equal" product to be offered and describing the performance of other relevant requirements of the procurement.
  - g. Overly restrictive specifications.
  - h. Assisting firms in the program design.
  - i. Any arbitrary action in the procurement process.

V. Code of Conduct and Ethics

Attachment A

VI. Definitions

Attachment B

VII. Procurement Methods and Procedures:

Section 200.67 defines micro purchases; Section 200.320 describes the five methods of procurements – (1) micro-purchases (2) small purchases (less than \$150,000), (3) sealed bids purchases (more than \$150,000), (4) competitive proposal purchases (more than \$150,000), and noncompetitive purchase (special circumstances which are applicable for all purchase levels), See Attachment E: Procurement Bear Claw for descriptions.

All four procurement types must comply with the Procurement Standards in section 200.318, which can be summarized generally as follows: (1) the purchase complies with the PHWB's documented procedures in place; (2) purchases are necessary, (3) open competition (to the extent required by each method), (4) conflict of interest policy and (5) proper documentation for the purchases.

1. Procurement procedure, review and solicitation:

- a. Procurement by micro-purchases is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the states micro purchases limit. For single needs which do not exceed the Florida state micro purchases limit, the staff member will accomplish a Request for Purchase for that purchase and will submit it to their Supervisor, who will approve and forward to the FM, who will be responsible for insuring that the items have been budgeted for and funds are available. Once

authorization has been given, the FM will use the Request for Purchase to order the item(s) required. All purchases must be, reasonable in price and most advantageous considering price, quality and other factors. Micro-purchases do not require quotes.

- b. Procurement by small purchase is the acquisition of supplies or services with a cost between .01 above the State of Florida's micro purchases limit - \$150,000. A Purchase Order should be forwarded to an authorized staff member for procurement action, with three quotes attached when possible. The SVPF will be responsible for insuring that funds are available for the proposed procurement action by coordinating the procurement with the CEO. The SVPF will insure that the items have been budgeted for and funds are available. Once SVPF or CEO approval has been given, if quotes were not provided, the FM will begin to solicit quotes based upon the following informal procedures. If bids were given, the APS will issue a purchase order to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous, price, quality and other factors considered, for filling. Three bids are required, if possible. Bids may be obtained through internet searches, websites, or written responses from vendors.
- c. Due to a timing difference between board meetings, chairs being made available to sign documents or other issues that arise that cannot be controlled, the President/CEO is authorized to sign a letter of intent up to 30 days, not to exceed \$150,000, for contracts being finalized.
- d. Procurement by Sealed Bid or Competitive Proposal (Formal Procurement) is the acquisition of supplies or services with a cost of \$150,000.01 or more. A written request should be forwarded to an authorized staff member for procurement action, with three quotes attached, when possible. The SVPF will be responsible for insuring that funds are available for the proposed procurement action by coordinating the procurement with the CEO. The SVPF will insure that the items have been budgeted for and funds are available. Once the CEO's approval has been given, if quotes were not provided, the FM will begin to solicit quotes based upon the following formal procedures. If bids were given, the APS will issue a purchase order to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous, price, quality and other factors considered, for filling. Three bids are required, if possible. For procurements where price is the major consideration, a sealed bid process will be used to obtain the bids. If a competitive proposal is necessary, then an RFP/RFQ process will be initiated to obtain written bids.
- e. Procurement by Sole Source/Proprietary Purchase shall be used in situations where the product or service is unique to one product/company, in the case of a public emergency, or when instructed by a funding source, or when competition is not available. The Sole Source/Proprietary Purchase form must be submitted along with justification as to why quotes were not available. This form will be approved by the SVPF and CEO.
  - i. Handicapped, Minority and Female Business Solicitations - PHWB is committed to involving handicapped, minority and female-owned businesses in its procurement processes. To that extent it is PHWB policy to attempt to solicit quotes, RFP responses or bids from handicapped, minority, female and non-minority firms.
  - ii. Purchases from State Contracts - PHWB is authorized to make necessary purchases from State Contracts as deemed appropriate without further competitive procurement.

f. Solicitation Procedures

- i. Requests for single purchases may be used for purchases of equal to or less than the Florida State micro purchase limit. No quotes are required. If purchase is continual, a purchase order will be required.
  - ii. Telephone/Internet quotes may be used for small purchases between .01 above the state of Florida's micro purchase limit and \$150,000 when the services or supplies desired are easily defined. Quotes must include date and vendor. All efforts should be made to contact different vendors rather than relying on repeat quotes from the same vendors.
  - iii. Written quotes for sealed bids or competitive proposal (more than \$150,000) may be solicited using the written "Request for Quotes" (RFQ) form (See Attached Form A). All written quotes for formal bids may be made on the RFQ form provided and returned sealed in an envelope marked "WRITTEN QUOTE FOR". The form will include the date/time of submittal requirement for the vendor. The Staff Member requesting quotes will complete the form. The RFQ will also include a formal opening date and time which should allow for mail delivery on the day of opening so that interested vendors may be present.
- g. Written Quotes received on forms from vendors are acceptable as appropriate documentation when a quote to provide goods or services does not require an extensive or technical explanation. As in the case of procurement of Legal Services, a Request for Quotes may be accomplished through publication of a Legal Notice. Procedures for Handling Written Quotes - All written quotes received, will be date and time stamped and held in a file related to the Solicitation by whoever is obtaining the quotes. Quotes not received by the published date and time of opening will be returned, unopened, to the vendor.
- h. Review and Approval Procedures - Informal purchases shall be reviewed and approved in the following manner. Following receipt of the appropriate solicitation responses, approval can be accomplished as follows:

FPO/PO Approval

<u>Amount</u>	<u>Review Level</u>	<u>Signature Level</u>
POs / Micropurchase limit and under FM	SVPF	
Contracts .01 above micro purchase limit - 150,000.00	SVPF	CEO
\$150,000.01 and Above	SVPF	CEO, Board Chair

NOTE: The Purchase Order or Purchase Order requisition will be used to document approval and must be accompanied by all information pertaining to the solicitation. These records are attached to the Finance Department's Purchase Order File Copy.

PHWB bylaws are followed for signatory approvals.

2. Formal Procurement Procedures.

- a. Any purchase of goods or services where the estimated aggregate single item cost or

single purchase cost (as defined in the informal section) will exceed \$150,000.01 requires formal procurement processes to be used.

- b. The procedures established in the small purchase section apply to the specification of need, except that such statement must be more detailed, and contain language that allows for "an equal substitution" if brand name products are used to define the need. Approval of the solicitation process is the same, except that prior to advertising, the CEO will review and approve the bid specification.

Advertisement of Bids - All formal purchases will be advertised on the PHWB website and, if deemed appropriate, in major local area newspapers for at least two days prior to closing date. Bid invitations will also be sent to all firms that have identified themselves to PHWB as having an interest in providing that type of product or service. Handicapped, minority and female vendors, being listed in the State of Florida's Approved list of minority and female businesses are automatically considered to have identified themselves to PHWB.

- i. Handling of Quotes - All formal bids will be made on the form provided with the bid specification and returned, sealed in an envelope marked "WRITTEN QUOTE FOR". All responses must be received by the close of business the day prior to the bid opening. Any quote received after that time will be returned, unopened, to the vendor. Quotes will be date and time stamped by PHWB upon receipt in the manner prescribed for informal written quotes.
- ii. Minimum Number of Bids - Normally, a minimum of three bid responses are required for an award to be made. In cases where fewer than three responses are received, the SVPF will contact a sampling of the vendors not responding and document the reason(s) for their non-response. This information will be made available to the CEO. The CEO may either request that the bid be re-solicited or may, if the timing or other matters dictate, ask the PHWB to approve the award based upon the information received from the vendors.
- iii. Awarding Authority - For matters of less than \$150,000, provided that three or more bids exist, the authority to approve is vested in the CEO, SVPF or SVPO dependent upon the dollar amounts. If fewer than three bids are received, dependent upon the total cost amount, the CEO may approve the purchase or submit the item to the PHWB/Executive Committee for its review and approval. For items \$150,000 or more, the awarding authority is the PHWB Executive Committee.
- iv. Authority for Termination of Contracts - Contracts may be terminated by the CEO, for any reason, after receiving the approval of the Executive Committee. The CEO is authorized to suspend contract payments where evidence of Fraud, Waste or Abuse of Funds is brought to light. Final action to terminate or permanently suspend must be approved by the Executive Committee.

### 3. Sole Source Procurement/Non-Competitive Procurement

- a. Sole source or other non-competitive procurement will only be used under the following conditions. Purchases under the sole source provision will not be made without completely documenting the reasons for the sole source/non-competitive procurement and approval of the CEO, prior to procurement action. This will require using the Certification of Proprietary and Sole Source Purchases form (See Attached Form B).

- b. In providing the above certification one of two elements must be established: Either that, only one brand of goods or kind of services will properly fulfill the intended need, or that, it is obtainable (practically) from only one source.
  - c. Emergency Purchasing Authority - There may arise from time to time, an emergency situation which may require action to prevent the disruption of essential services, the resolution of a dangerous situation, or a situation which arose out of totally unforeseen circumstances. When such an emergency exists, the CEO is empowered to procure such goods or services, as necessary, to resolve the emergency, without regard to cost. Except that, to the best of his ability, the CEO/designee will attempt, situation permitting, to receive verbal quotes on the procured goods or services. The CEO/designee will detail the circumstances of the emergency, the actions taken to procure a solution and the ultimate disposition, in writing, for attachment to the Purchase Order. Such information, on items where more than \$150,000 is spent, will be presented to the Executive Committee at its next scheduled meeting for approval/sanction. The Executive Committee may provide additional guidance to the CEO on this matter.
  - d. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity.
  - e. After solicitation of a number of sources, competition is determined inadequate.
4. Negotiation with Governmental Agencies and Institutions - A State or governmental agency or institution may respond to a Request for Proposal Solicitation (RFP) to be considered to provide the services sought. PHWB may also enter into negotiations directly with that agency or institution without any formal procurement process, provided this process is approved by the Board.
5. Basis of Award for Informal and Formal Procurement Actions
- a. For both small purchase procurements and formal procurement actions, the basis of awarding contracts shall be: Awards will be made to the responsible firm, whose proposal is most advantageous to our program, with lowest price and other factors being considered.
  - b. When there is a tie or identical bid from two or more conforming bidders, the award will be made to the local firm. In cases where there are two local firms, the decision will be made by drawing.
6. Professional Services Selection - Professional services are those services such as accounting (RFP), auditing (RFP) and legal services (Legal Notice RFQ only), where the quality of the services cannot be judged by price alone. Such services will be procured using a Request for Proposal Solicitation (RFP) or a Request for Quotes (RFQ), as indicated above.
- a. RFP Solicitation - A detailed solicitation will be prepared by the appropriate staff person and submitted to the CEO for review and approval. The RFP may be forwarded to the PHWB, at the discretion of the CEO or the direction of the Board.
  - b. The RFP will contain at least the following information:
    - i. A detailed description of the professional services sought, including any time frame requirements, special reporting requirements, or other explicit instructions or requirements.

- ii. A statement of what specific professional qualifications are required by PHWB. These may be experience-based or other special qualification requirements of importance to the PHWB.
  - iii. A format for the quote of rates, fees or charges associated with the services.
  - iv. Any specific areas that the respondent is required to address that will be the basis for the selection decision.
  - v. The rating criteria that will be used.
  - vi. The date and time responses are due.
  - vii. The percentage of the total costs of the program or project which will be financed with Federal money.
  - viii. The dollar amount of Federal funds for the project or program; and
  - ix. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.
7. Proposal Review Process - All proposals that are received on or before that closing date and time specified in the RFP will be evaluated using the criteria contained in the RFP. All proposals received after that date and time will be returned to the responding party unopened.
- a. The staff member(s) preparing the RFP will review and rate all responses. This rating will be used to reduce the number of responses to a short list of no more than three.
  - b. The list of professionals will then be scheduled, at the option of the CEO or the PHWB, for interviews. This does not require that interviews be given, if in the opinion of the CEO or the PHWB the rating clearly establishes the most qualified professional to perform the work.
  - c. Approving Authority - For goods or services of less than \$150,000, the CEO is empowered to approve the selection for all services in excess of \$150,000, the PHWB Executive Committee will be the approving authority. Any contract for audit services will be reviewed and approved by the Audit Committee, regardless of the value of the contract.
  - d. Contracting for Services - After obtaining approval of goods or services from a specific respondent, staff will enter into negotiations with the respondent. Such negotiations, the original RFP and the respondent's decision, as modified by the negotiations, will form the basis for the contract. In no instance will delivery of any goods or services be authorized to begin prior to the execution of a contract by all parties.
  - e. Contract Signatures - The PHWB Chairman and the CEO are authorized signatories for contracts. The CEO is authorized by the PHWB Board to sign contracts previously approved by the Board, contracts under \$150,000, and non- financial agreements. PHWB bylaws are followed for signatory approvals.
  - f. Procurement of PHWB Training Services - The selection of PHWB training service providers is similar to but not identical to the professional services process. It uses the same RFP process described above.
    - i. Development of the RFP

- The staff will prepare draft outline(s) of the training needs it feels should be available in the Region. These needs will be presented to the PHWB. The Board will review, amend and approve the training needs outline.
  - A complete Cost/Price Estimate must be completed prior to release of the RFP.
  - Once the outline is approved, the staff will prepare a solicitation package which contains detailed RFP requirements for the training program(s) specified in the training outline. That full RFP solicitation will be presented to the Board for review and approval.
  - Once the RFP is approved, the staff can advertise to solicit responses.
- ii. Advertising/Notification of Interested Parties
- The staff may, if time permits, advertise for potential providers to establish a list of interested respondents to which an RFP would be sent. This procedure can be implemented in the same manner as a specific RFP solicitation. It would establish a list of "eligibles".
  - If such a list as mentioned above is not established, PHWB will, or, in addition to the above list, PHWB may, for at least one weekend, solicit responses to specific RFPs by advertising those RFPs in local area newspapers for one day. Such advertisements will be followed by a period of at least one month (30 calendar days) during which respondents may develop their proposals. This thirty-day period may be waived/decreased by the PHWB in instances where such a time would cause a lack of services to meet an immediate need. One example of such a situation, but not meant to be limiting or all inclusive, would be one involving a plant closing or layoff.
- iii. Review of Responses
- Staff will be assigned by the CEO to review and rate the proposals in accordance with criteria established in the RFP. Those individual ratings will be averaged and combined into a Committee report which will be made available to the appropriate PHWB Committee for their review and selection of service providers to be recommended to the PHWB for its final approval. A cost price analysis will be part of the staff review.
  - The Demonstrated Effectiveness of providers will be reviewed in accordance with PHWB policy and the RFP requirements.
- iv. Approval of Training Services Proposals - All training services proposals, regardless of value, will be reviewed and approved by the PHWB. Upon approval, staff will be charged with negotiation of the contract. The RFP and contract will contain a contractor certification in this regard.
- v. Contract Approval - Staff will negotiate a final contract with the selected provider(s) based upon concerns reported in their review, PHWB concerns, or other relevant issues. Once an acceptable contract has been negotiated, staff will have the contract executed by the Contractor and then by the PHWB Chairman or the CEO. In no event shall contract services be authorized to begin prior to the execution, by both parties, of the full contract document.
- vi. Failure to Negotiate
- If staff determines that negotiations are at an impasse, they will advise the contractor and schedule an appeal before the Executive Committee. The staff

will notify the contractor, in writing of the impasse and the date of their appeal hearing. Staff will prepare a written report outlining the area(s) where they feel an impasse exists and the reason for the staff position. The contractor will have an opportunity to discuss its position during the appeal hearing.

- The hearing will be scheduled within ten work days of the declaration of an impasse. The decision of the Executive Committee is final.

## 8. Appeal /Protest Procedures

### a. Appeals/Protests may be submitted for Formal Procurements Only:

- i. Goods and Services - At the time of Formal Sealed Bid Opening (as advertised in the RFQ/IFB/RFP), a tentative determination of the Apparent Low Bidder will be made and tentative selection of the Goods and Services provider(s) will be made. From that date/time of tentative selection of the apparent low bidder (bid opening), any bidder has 72 hours (3 business days) (unless otherwise specified in writing to all vendors at the time of Sealed bid opening) in which to file a written appeal/protest with the CEO. At the Executive Committee meeting scheduled to review and approve the Staff Recommendations (date, time and location of meeting is included in the RFP Package), any Appeal(s)/Protest(s) will be heard. The decision of the Executive Committee is Final.
- ii. PHWB Training Services - The PHWB Executive Committee meeting, at which Staff Recommendations are presented, (date, time and location of meeting is included in the RFP Package) Appeals/Protests may be submitted for Formal Procurements Only will result in the tentative selection of PHWB Training Services Provider(s). That meeting date/time will be considered the date/time of official bid opening. From that date/time, any bidder has 72 hours (3 business days) in which to file a written appeal/protest with the ED. At the scheduled meeting of the PHWB in which final selection of Service Provider(s) is to be made (date, time and location of meeting is included in the RFP Package), the Board will hear any Appeal(s)/Protest(s). The decision made by the PHWB is Final.

## 9. Documentation of Procurement Actions

- a. All procurement actions will include documentation which will include the request for purchase, all telephone/written quotes received, in a writing, from the appropriate number of firms, an emergency or sole source/proprietary purchase approval (if applicable), and a purchase order. Receiving reports or other vendor related delivery documents will also be maintained to include a signature of the person receiving the goods or services. Copies of formal bid documents will also be made part of the procurement file. These will be held by the Finance Department.
- b. In the case of PHWB training services, originals and copies of the RFP's can be maintained separately from the procurement files and records in the Finance Office files.
- c. Contract Files will be maintained by the APS and will, at a minimum, contain the following: Original Signed Contract, Copy of Signed RFP Proposal, Copy of all correspondence concerning the contract to include monitoring reports, copy of all contract modifications, copy of all cost/price analyses, and reference to location of copy of RFP and any RFP supporting documentation.
- d. RFP Procurement Files will be maintained by the APS, and at a minimum, will contain the following: Original RFP; Bidder's List; copy RFP distribution letters;

copy of Cost/Price Analysis; copy of request for Legal Notice, and copies of actual Legal Notices when received; original of each RFP Proposal received; copies of all correspondence transmitted or received regarding the RFP; and reference to all applicable files filed elsewhere.

10. Third Party Contracts/Subcontracts - No Third Party Contracts or Subcontracts will be allowed, unless specifically approved, in writing, by the PHWB.

11. Cost/Price Analysis Cost Reasonableness Standards for Procurement of Employment and Training Services.

See Attachment C for Cost Reasonable Standards for Procurement of Employment and Training Services:

The Act and regulations require that PHWB costs be necessary and reasonable for the proper and efficient administration of grant programs. In accordance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, a cost or price analysis will be performed in connection with every procurement action above the Simplified Acquisition Threshold. Cost and price estimating is the process of determining, in advance, what the reasonable and fair asking price for goods and services should be. All costs will be reviewed for reasonableness.

- a. The method and degree of analysis depends upon the facts surrounding the particular procurement and pricing situation, but at a minimum, PHWB will perform an independent cost or price estimate before receiving bids or proposals (competitive procurements of a purchase in excess of \$150,000) All procurements, above the Micro-Purchase limit must include an appropriate analysis of the reasonableness of costs and prices.
- b. PHWB will do whatever analysis is appropriate to the particular procurement action. A price analysis alone is allowed under limited circumstances (such as when the reasonableness of price can be established based upon a comparison of catalogue prices or a comparison of prices from an adequate number of suppliers of a commercially available off-the-shelf product.) A price analysis is required whenever a cost analysis is done.
- c. An independent cost and/or price estimate will be performed before each and every procurement action whose costs exceed (or are expected to exceed) the \$150,000 aggregate threshold for small purchases. This is not required for purchases which fall below the \$150,000 Simplified Acquisition Threshold established in Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- d. Cost and price estimates must be documented, in writing, and must be performed by someone who has no financial interest in the outcome of the procurement. PHWB staff may use the CERTIFICATE OF CURRENT COST OR PRICING DATA Form and the COST/PRICE ANALYSIS WORKSHEET Checklist included in this policy to document such cost and/or price estimates having been done.

PRICE ANALYSIS                      Refers to the Total Price without regard to the individual specifics involved in assembling total price.

COST ANALYSIS                      Refers to the Individual Elements that come together to make up the Total Price

## 12. Standard Contract Document

Cost-Reimbursement Boiler Plate Contract with Performance Benchmarks

## 13. Types of Agreements and Usage

- Request for Purchase - All Goods and Services.
- Purchase order - Training Materials/Supplies and Budgeted Program Expenses over the Micro-Purchase limit of \$3,500.
- Formal Contract - PHWB Training Services and Professional Services.

## 14. DEO Prior Approval

- a. All purchases of equipment costing \$5,000 or more shall be submitted to the Florida Department of Economic Opportunity for Prior Approval in accordance with Prior Approval Administrative Policy for DEO Workforce Subrecipients.
- b. All capital improvements
- c. Contracts exceeding \$150,000 between the PWDB and a board member or employee.  
See Attachment D.

Pasco Hernando Workforce Board  
Written Request For Quotes Form

Date of Issuance:	Date Quotes Will Be Opened At PHWB:		
(Submit Quotes No Later Than 5:00 P.M. The Day Prior To Bid Opening Date)			
Items for Quotations:			
A Separate List May Be Provided.			
PHWB Requesting Agent:			
Telephone Number:			
Vendor Name:			
Address:			
State: _____ Zip Code: _____ Phone: _____			
Item Name	Quantity	Unit Cost	Total Cost
Name of Person Submitting Quote _____ Title _____			
*****			
All quotations are understood to be valid for consideration for 45 days from the date of submittal and unless otherwise stated, quoted prices will remain unchanged for a period of one full year from the date of PHWB acceptance of prices for any identical needs. PHWB has 45 days to review quotes and make an award.			

### Certification as To Proprietary and Sole Source Purchases

TO: Jerome Salatino, President and CEO

(CHECK A or B)

A.  Proprietary Purchase available from more than one source.

B.  Sole Source Purchase of a proprietary item available from only one source.

**PROPRIETARY PURCHASE** (Must be filled out if "A" or "B" is checked)

The undersigned certifies that the specific make, brand, model, or vendor specified on the accompanying Purchase Order # \_\_\_\_\_ is the ONLY make, brand, model or vendor that will fulfill the intended need for the following reasons:

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**SOLE SOURCE** (Must be filled out only if "B" is checked)

The undersigned certifies that the specific make, brand, model or vendor specified on the accompanying Purchase Order # \_\_\_\_\_ is obtainable only from the following source, and for the following reason(s):

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**OTHER SOURCES CHECKED** (List the companies contacted to provide purchase item)

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Requestor Signature

Date

**Finance Certification:**

Sign: \_\_\_\_\_  
Title: Senior VP, Finance  
Phone: 352-583-2235 Date: \_\_\_\_\_

**CEO Certification:**

Sign: \_\_\_\_\_  
Title: CEO  
Phone: 352-583-2225 Date: \_\_\_\_\_

**Certificate of Current Cost or Pricing Data** This is to certify that, to the best of my knowledge and belief, the cost or pricing data, submitted, either actually or by specific identification in writing to PHWB, Inc. (PHWB) in support of \* are accurate, complete, and current as of this \_\_\_\_\_ day of 20\_\_\_\_\_.\*\* This certification includes the cost or pricing data supporting any advance agreements between the offeror and PHWB that are part of this proposal.

**Organization**

**Name**

**Title**

**Date of Execution** \_\_\_\_\_ \*\*\*

- \* Identify the proposal, quotation, modification proposal or other submission involved, giving the appropriate identifying number (RFP #, etc.)
- \*\* Insert the day, month, and year when price negotiations were concluded and price agreement was reached.
- \*\*\* Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

**Cost/Price Analysis Worksheet**

**PART I - GENERAL**

**YES NO**

**1. Offeror computations check and verified?**

**Problems/Comments**

**2. All necessary cost elements included?**

**Problems/Comments**

**3. Offeror supporting documentation and justification complete?**

**Problems/Comments**

**4. PHWB Categorization?  
(Training, Administration, Supportive Services)**

**Correctly categorized?**

**Need More Information?**

**Problems/Comments**

<b>PART II - SPECIFIC COSTS</b>		
<b>Cost Element</b>	<b>Necessary/ Reasonable</b>	<b>Basis for Judgment (Check One or More)</b>
<b>1. Staff Costs</b>	<b>YES / NO</b>	<b>Independent Agency Estimate Compared/Other Current Offers Compared/Past Offers Verified Market Price or Quote Other (Specify) _____</b>
<b>Comments/Concerns/Problems:</b> (Explain in detail, salary differentials among respective instructors, if any, percentage of work time devoted to this program and each other program employee(s) is(are) working at the same time.)		
<b>2. Fringe Benefits</b> (For tax-based elements, be sure that rates and bases are current.)	<b>YES / NO</b>	<b>Independent Agency Estimate Compared/Other Current Offers Compared/Past Offers Verified Market Price or Quote Other (Specify) _____</b>
<b>Comments/Concerns/Problems:</b>		
<b>3. Materials Training/ Program</b>	<b>YES / NO</b>	<b>Independent Agency Estimate Compared/Other Current Offers Compared/Past Offers Verified Market Price or Quote Other (Specify) _____</b>

Cost Element	Necessary/ Reasonable	Basis for Judgment (Check One or More)
4. Materials, Office Supplies/ General (PHWB Use Only)	YES / NO	Independent Agency Estimate Compared/Other Current Offers Compared/Past Offers Verified Market Price or Quote Other (Specify) _____
Materials/Office Supplies purchased with PHWB funds may only be used to benefit PHWB participants.		
5. Equipment (PHWB Use Only)	YES / NO  YES/NO	Independent Agency Estimate Compared/Other Current Offers Compared/Past Offers Verified Market Price or Quote Other (Specify) _____
Unless offset funding is used and documented for this program, all equipment purchased with PHWB funds may only be used to benefit PHWB participants. Turn equipment over to PHWB control at 7361 Spring Hill Drive, Spring Hill, FL 34606 as required, upon completion of program if this equipment is not currently in use for PHWB Participant Training.		
6. Facilities	YES / NO	Independent Agency Estimate Compared/Other Current Offers Compared/Past Offers Verified Market Price or Quote Other (Specify) _____
Cost Element	Necessary/ Reasonable	Basis for Judgment (Check One or More)

<b>7. Communications</b>	<b>YES / NO</b>	<b>Independent Agency Estimate Compared/Other Current Offers Compared/Past Offers Verified Market Price or Quote Other (Specify) _____</b>
<b>8. Insurance/ Bonding</b>	<b>YES / NO</b>	<b>Independent Agency Estimate Compared/Other Current Offers Compared/Past Offers Verified Market Price or Quote Other (Specify) _____</b>
<b>9. Staff Travel</b>	<b>YES / NO</b>	<b>Independent Agency Estimate Compared/Other Current Offers Compared/Past Offers Verified Market Price or Quote Other (Specify) _____</b>
<b>Cost Element</b>	<b>Necessary/ Reasonable</b>	<b>Basis for Judgment (Check One or More)</b>

10. Consultants	YES / NO	Independent Agency Estimate Compared/Other Current Offers Compared/Past Offers Verified Market Price or Quote Other (Specify) _____
11. Accounting/ Audits	YES / NO	Independent Agency Estimate Compared/Other Current Offers Compared/Past Offers Verified Market Price or Quote Other (Specify) _____
12. Photocopying/ Printing	YES / NO	Independent Agency Estimate Compared/Other Current Offers Compared/Past Offers Verified Market Price or Quote Other (Specify) _____
Cost Element	Necessary/ Reasonable	Basis for Judgment (Check One or More)

<b>13 Supportive Services</b>	<b>YES / NO</b>	<b>Independent Agency Estimate Compared/Other Current Offers Compared/Past Offers Verified Market Price or Quote Other (Specify) _____</b>
<b>14 Indirect Costs</b> <small>(When proposed, be sure that audit agreement and proposal are attached; ensure that costs not duplicated in direct costs)</small>	<b>YES / NO</b>	<b>Independent Agency Estimate Compared/Other Current Offers Compared/Past Offers Verified Market Price or Quote Other (Specify) _____</b>
<b>15 Subcontracts</b> <small>(Review Subcontractor cost/price proposal)</small>	<b>YES / NO</b>	<b>Independent Agency Estimate Compared/Other Current Offers Compared/Past Offers Verified Market Price or Quote Other (Specify) _____</b>
<b>Cost Element</b>	<b>Necessary/ Reasonable</b>	<b>Basis for Judgment (Check One or More)</b>

16 Application Fees	YES / NO	Independent Agency Estimate Compared/Other Current Offers Compared/Past Offers Verified Market Price or Quote Other (Specify) _____
17 Registration Fees	YES / NO	Independent Agency Estimate Compared/Other Current Offers Compared/Past Offers Verified Market Price or Quote Other (Specify) _____
Give Specific REASON for Registration Fees, what is included with fees, and why fees vary per course, if applicable:		
18 Other (Specify)	YES / NO	Independent Agency Estimate Compared/Other Current Offers Compared/Past Offers Verified Market Price or Quote Other (Specify) _____
Cost Element	Necessary/ Reasonable	Basis for Judgment (Check One or More)
19. Other	YES / NO	Independent Agency Estimate Compared/Other Current Offers

(Specify)		Compared/Past Offers Verified Market Price or Quote Other (Specify) _____
<b>PART III - PROFIT / FEE</b>		
1. Offeror is (Check One)	Non-Profit	For Profit
2. If Non-Profit, No profit is allowable.		
3. If For-Profit, Amount of profit proposed is: \$		
4. Profit is (Check One)	Reasonable Not Reasonable/Excessive	
5. If profit is deemed reasonable, describe basis for judgment: (e.g., agency profit guidelines; application of profit guidelines; other)		
6. If profit is deemed excessive, list profit objective (dollar amount to be negotiated		

**PART IV - CONCLUSIONS**

Prepare a brief narrative citing:

- 1) Specific additional cost justifications needed;
- 2) Recommended adjustments to specific cost elements; and
- 3) Any other comments about cost/price proposal.

(Use another sheet of paper, if additional writing space is needed)

**PART V - SIGNATURES OF EVALUATORS**

**OFFICIAL SIGNATURE**

\_\_\_\_\_  
**Jerome Salatino**  
**President/CEO**

**Code of Conduct and Ethics**

1. PHWB Officers, Members, Employees or Agents shall neither solicit nor accept gratuities, favors or anything of monetary value in excess of \$25.00 from each other or from vendors/contractors or potential vendors/contractors. Violations of this standard will result in disciplinary actions being taken. Appropriate disciplinary actions will be determined by a specially constituted committee of the PHWB whose members will be devoid of any conflict of interest related to the party or parties involved.
2. Any Contractor or PHWB Officer, Member, Employee or Agent that develops or drafts specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Further; Persons, Organizations, and Employers of such Officers, Members, Employees or Agents shall be excluded from competing for such procurements when a conflict of interest situation would be created by such competition.
3. No PHWB Officer, Member, Employee or Agent shall participate in the selection, award, or administration of a contract where, to his knowledge, he or his immediate family, partners or organizations in which he or his immediate family has a financial interest, or with whom he is negotiating or has any arrangement concerning prospective employment.
4. No PHWB Officer or Member shall discuss or vote on a proposal(s) which is in competition with a proposal submitted by any party with whom the member, or his immediate family, has business, organizational or family ties.
5. Arm's length relationships will be maintained between contractors and PHWB Officers, Members, Employees or Agents in the award and administration of contracts.
6. Meetings of the PHWB, its committees, and between members, will comply with the Florida Government in the Sunshine Act, Florida Statutes, Section 286.011.
7. PHWB Officers, Members and Employees shall maintain on file at the PHWB Administrative Office, at all times, a current Conflict of Interest Disclosure Form on which they will certify abidance with the standards of this Code, with a signed copy of this Code of Conduct and Ethics attached.
8. PHWB Officers, Members, Employees or Agents who serve on a Review and Rating Committee for RFPs shall sign a Conflict of Interest Disclosure Form declaring that they have no conflict of interest related to the particular solicitation. This form will be filed with all documents related to the RFP. If it is disclosed that they have a conflict of interest, they will be removed from the Committee.
9. Upon discovery of an actual or potential conflict of interest, a PHWB Officer, Member, Employee or Agent shall promptly file a written statement of disqualification and shall withdraw from further participation in the transaction involved. The Officer, Member, Employee or Agent may, at the same time, apply to PHWB Legal Counsel for an advisory opinion as to what further participation, if any, the Officer, Member, Employee or Agent may have in the transaction.

10. No Employee shall:

- a. Accept any direct or indirect financial benefit from any source other than the PHWB as a result of the performance of official duties.
- b. Accept any position, whether compensated or uncompensated, which will impair independence of judgment in the exercise of official duties.
- c. Accept any position or engage in any business which will require disclosure of information that could provide a competitive advantage to one party over another in procurement matters.
- d. Improperly disclose information acquired in the performance of official duties that could result in personal gain or provide a party a competitive advantage over another party in procurement matters.
- e. Use or attempt to use official position to secure unwarranted privileges or exemptions personally or on behalf of others or give the appearance of such action.
- f. By conduct, give reasonable basis for the impression that any person or organization can improperly influence the performance of official duties.
- g. Pursue a course of conduct which will raise suspicion among citizens that acts engaged in are in violation of public trust.
- h. Pursue a course of conduct which will give rise to a violation of conflict of interest standards.
- i. Take part in any prohibited political activities.
- j. Take part in any religious or anti-religious activity in the discharge of official responsibilities.
- k. Promote or oppose unionization in the discharge of official duties.
- l. Participate in any effort to violate any other applicable Federal, State and Local Laws and Regulations.

Violations of any provision of this Code may be cause for immediate dismissal or other disciplinary actions provided for under the PHWB' Personnel Rules and Policies.

**Definitions**

"Aggregate" is a term used in procurement which means the total dollar amount of a proposed procurement after taking into account the individual amounts of a proposed purchase. Subrecipient shall not break down one purchase into several purchases merely to use small purchase procedures instead of formal bids or proposal solicitations. Subrecipients must determine the total amount of a proposed purchase over the period of the program year (12 months) to arrive at the aggregate amount of the proposed purchase.

"Award or Agreement" means a contract, grant, subcontract, subgrant or other type of legal instrument.

"Awardee" means any one of the entities receiving a PHWB award (e.g. contractors, grantees).

"Commercially Available Off-The-Shelf Training Package" means a training package sold or traded to the general public in the course of normal business operations at prices based on established catalogue or market prices.

"Contract Management" means the process of administering a contract from the initial stages of deciding on the services needed, through the choosing of a provider of services, the negotiation of the actual contract documents, and the monitoring of the service until the contract ends.

"Cost-Reimbursement Contract" means a type of contract which pays for the actual costs of providing services reflected in a line-item budget which is included in the contract. Cost-Reimbursement contracts are used when the subrecipient reimburses the provider for actual allowable costs of providing services rather than a predetermined rate per unit of services provided or specific goods.

"Emergency" is any acquisition made without regard to budgeted cost items or amounts when an imminent threat exists that would

- 1) affect the life and/or health of the employees, clients or the public for which the Corporation could be held liable,
- 2) substantially impair the operations or performance of programs of the Corporation, or
- 3) destroy Corporate assets or records.

"Employment and Training Services" or "Services Delivery" means the acquisition of services to be provided to program clients.

"Employment Generating Activities" are activities designed to increase job opportunities for eligible individuals in the area and are **STRICTLY PROHIBITED BY THE LAW** as amended.

"Expendable Goods" is tangible property having an acquisition unit cost of less than \$200 and a useful life of less than 1 year.

"Field Purchase Order" means a document authorizing a provider to deliver merchandise or

services, to be rendered at a specified price. Upon acceptance by a provider, a field purchase order becomes a contract.

"Fixed-Price Contracts" means a type of contract which provides for a stated number of units of service, for which payment is made on a price per unit basis so that a determination of total contract price can be made.

"Individual Referral" means the referral of an individual participant to classroom training under the sole source exception to competitive procurement contained in the PHWB regulations.

"Intangible Goods/Property" shall be considered cost items such as insurance, bonding, and employee benefits.

"Line-Item Budget" means a method of cost presentation which presents the total cost of the proposed services in detailed cost categories such as salaries, benefits, and expenses. It is always used in a cost-reimbursement contract.

"Non-Expendable Personal Property" is tangible property having a useful life of 1 year or more and an acquisition unit cost classified as one of the following:

Capitalized, Major = \$5000 and Over Non-Capitalized = \$4999.99 or Less

"Offerer" means an individual or organization who submits proposals or bids following distribution of a Request for Proposal (RFP) or a Request for Quotes (RFQ), or who otherwise is considered a potential provider during the selection of the goods and services being procured.

"Offerer's List" means a list of potential providers of the contractual services for which you may contract.

"Personal Services" are those rendered by an individual or an outside entity on a non-professional temporary, periodic or ongoing basis. Costs of labor and materials are included as specified by agreement. Examples include temporary help, janitorial services, pest control, routine prevention and maintenance services etc.

"Procurement" means the process which leads to any award of PHWB funds. "Professional Services" are those rendered by an individual or outside entity on behalf of the Corporation. Examples include legal, auditing, accounting, financial, consulting, etc., services.

"Provider" means an organization or individual providing contractual services in accordance with the terms of a contract.

"Purchase Order" means a document authorizing a provider to deliver merchandise or services, to be rendered at a specified price. Upon acceptance by a provider, a purchase order becomes a contract.

"Qualified Offerer or Responsible Offerer" means a person or organization who has submitted a bid or proposal which conforms in all material respects to the requirements specified in the procurement solicitation and which has the capability in all respects to perform fully the contract requirements and has the integrity and reliability which will assure good faith performance.

"Real Property, Land and Improvements" means land, land improvements, structures and appurtenances thereto acquired through purchase, lease, rent or otherwise excluding movable machinery and equipment. NOTE: The WIOA Law prohibits the Workforce Regions from Owning Land or Buildings and prohibits making Leasehold Improvements using PHWB Funds.

"Request for Proposal (RFP)" means a bid instrument which includes a statement of the services sought and all contractual terms and conditions as they apply to the procurement of contractual services. The RFP also contains a description and relative importance of the evaluation criteria which will be used to evaluate the proposals. Evaluation criteria must include but are not limited to price. The RFP must specify that more than one provider may be selected.

"Request for Quotes" means the bid instrument used for selecting a provider (or providers) of contractual services when the value is equal to or exceeds small purchase thresholds and the subrecipient intends to enter into a fixed price contract and intends to select the qualified responsible bidder primarily on the basis of price.

"Service Provider" means a public agency, private not-for-profit organization, or private for-profit entity that delivers educational, training, employment or supportive services to PHWB participants.

**Cost Reasonableness Standards for Procurement of  
Employment and Training Services**

A cost/price analysis shall be performed on each offer submitted under a procurement for employment and training services unless the offer is tuition- or catalog-based or is the lowest price submitted under the IFB method. All costs will be reviewed for reasonableness.

Price analysis shall be performed when it is possible to compare total price of the offer

- 1) with a similar contract to determine price is fair and reasonable provided that the contract compared with has been determined to be reasonable, or
- 2) with competing offers submitted under the same procurement.

Cost analysis shall be performed when competition is not the determinant of cost. Cost analysis is the analysis of each element of cost in the offer. Cost analysis may also be performed under competitive conditions to test reasonableness of all offers submitted. Such analysis may be performed on all cost elements or selected elements.

When cost analysis is used to determine reasonableness of cost, the standards found on the following pages will apply:

<u>Cost Element</u>	<u>Standard</u>
Salaries	Annual salaries generally do not exceed by more than 10% the higher of:  1) PHWB salary ranges for comparable positions; or  2) Statewide Region averages for comparable positions; or  3) Salary ranges established by State Institutions for comparable positions.
FICA	Rates established by law for regular FICA and the Medicare tax.
Unemployment	Comp Rates established by law.
Worker's Comp	Rates established by insurer.

Leave Accrual	Proposer's rates if established in written policy using PHWB'S rates as the reasonableness guide or PHWB' S rates.
Health/Life/Dental	Rates established by insurer.
Utilities & Phone	Historical experience in the area, utility/phone company estimates, PHWB comparative costs.
Equipment Maintenance	Historical experience, maintenance agreement costs, vendor estimates, PHWB comparative costs.
Space	Historical experience in the area
Facility Maintenance	Historical experience, maintenance agreement costs, vendor estimates, PHWB comparative costs.
In Region Travel	Maximum Cost Reimbursement Rates
Mileage Rate	Per mile pursuant to DEO Policy & IRS regulations. Total
Miles	Historical experience, PHWB comparative costs.
Meals	Pursuant to DEO Policy & IRS regulations.
Out of Region Travel	PHWB will pay from its funds for this cost on a case by case basis.
Liability and Business Insurance	Insurer rates/premiums
Training Materials and Supplies	Historical experience, vendor quotes based on per participant usage. If vendor is also the offeror, offeror must demonstrate that prices proposed are competitive.
Tuition	Published, catalog rates.
Fees	Published cost reimbursement rates provided fees are not cost plus in nature.
Tools	Vendor quotes.

Equipment	Vendor quotes.
Work Experience Wages	Pursuant to Work Site agreement.
Tryout Employment Compensation	Federal Minimum Wage or more.
Participant Support Services, Incentives	PHWB'S adopted policies.
Payments and Insurance Audits	Vendor quotes
Indirect Cost	Pursuant to approved indirect cost plans.
Profit	Up to a maximum of 10%, must be performance based.

Service Provider Procurement: The following is the PHWB'S adopted policy for procuring service providers:

Procurement standards will conform to applicable Federal law and the standards identified in this policy.

- A. Standards of Conduct Governing the Performance of Employees Engaged in the Award & Administration of Contracts: A written code of standards of conduct governing the performance of employees engaged in the award and administration of contracts will be maintained. No employee, officer, or agent of the grantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

**POLICY TO IMPLEMENT 2010 APPROPRIATIONS ACT PROVISO AND  
2010 APPROPRIATIONS IMPLEMENTING BILL CONCERNING REGIONAL  
WORKFORCE BOARD CONTRACTING**

The following policy is established in accordance with proviso language for Specific Appropriation 2214 of the 2010 General Appropriations Act and the 2010 Appropriations Implementation Bill.

The proviso language for Specific Appropriation 2214 prohibits the use of state or federal funds by a regional workforce board "for any contract exceeding \$25,000 between a regional workforce board and a member of that board that has any relationship with the contracting vendor, unless the contract has been reviewed by the Department of Economic Opportunity and CareerSource Florida, Inc." The 2010 Appropriations Implementation Bill further clarifies this prohibition. Both the proviso and implementing legislative language are incorporated into and made a part of this policy.

**I. Definitions**

For the purposes of this policy, the following definitions apply:

- a) "Board" means one of Florida's twenty-four regional workforce boards.
- b) "Contract" means a written agreement, including a purchase order, funded by state or federal funds, to which a regional workforce board is one of the parties. It includes the initial contract and all amendments, renewals or extensions. For purposes of this policy, "contract" includes the proposed contract. This term does not include:
  - 1) retail purchases for which no written contract is executed; and
  - 2) the purchase of utility services for use by a regional workforce board.
  - 3) staff employment contracts (other than contracts with members of the board or relatives of board members)
- c) "Entire board" means the complete membership of the regional workforce board at the time a contract is submitted to a vote. It includes the board member who has a relationship with the contracting vendor and who therefore must abstain on the vote on the contract. Membership of the board includes non-voting members.
- d) "has any relationship with the contracting vendor" means the member is an owner or a principal of the vendor, or a principal of the vendor has retained the member, or the parent organization or subsidiary of a corporate principal of the vendor has retained the member, other than an agency as defined in s. 112.312(2), or a member's known relative or member's business associate is an owner of the vendor. For purposes of this policy, vendor, contractor and subrecipient are the same.
- e) "Benefit financially from a contract" means the special private financial gain to a member, a special private financial gain to any principal which retains the member, the special private financial gain of the parent organization or subsidiary of a corporate principal which retains the member, other than an agency as defined in s. 112.312(2), or the special private financial gain to any member's relative or business associate or to a board employee and such benefit is not remote or speculative.
- f) "Owner" means any ownership interest in a privately owned contracting entity or a majority

interest in a publicly held contracting entity.

- g) "Principal of a contractor" means an owner or high level management employee with decision making authority.
- h) "Relative" means father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law. § 112.3143(1)(b), Fla. Stat.
- i) "Utility services" include telephone, cable, electricity, water, gas, waste and sewage services and other similar services.

## **II. Requirements of Section 445.007(11)**

A board must comply with all requirements of section 445.007 prior to contracting with a board member or other person or entity who could benefit financially from a contract (as defined in paragraph I(e) above). These requirements are:

- a) All contracts between the board and a board member or other person or entity who may benefit financially from a contract (as defined in paragraph I(e) above) must be approved by a two-thirds vote of the entire membership of the board and the approval of such contracts shall not be delegated to staff or committees.
- b) The fact that a board member or other person or entity could benefit financially from the contract (as defined in paragraph I( e) above) must be disclosed in the meeting, and made part of the minutes of the meeting before the vote is taken. The board member's absence from the meeting does not relieve the board from the disclosure and 2/3 vote requirements. All other known conflicts must be disclosed before the vote. If a board member discovers a conflict of interest after the vote, then the conflict must be disclosed in a procedure consistent with s. 112.3143( 4)(b). Board members who could benefit financially from the contract or who have any relationship with the contracting vendor (as defined in paragraph I( d) above) must abstain from voting on the contract. A board member's designee cannot vote in the place of a board member who is required to abstain.
- c) Board contracts equal to or greater than \$25,000 shall not be executed prior to the written approval of CareerSource Florida, Inc. (CSF).
- d) To comply with section 445.007(11), the board must submit all contracts equal to or greater than \$25,000 with persons or entities who could benefit financially from the contract to Department of Economic Opportunity (DEO) along with documentation, as specified by CSF, demonstrating compliance with section 445.007.
- e) Contracts under \$25,000 with a board member or other persons or entities who could benefit financially from the contract (as defined in paragraph I( e) above) are exempt from the review and recommendation process, but must be reported to DEO and CSF within 30 days after approval by the board.
- f) Even though the term "contract" includes the initial contract and all amendments, renewals, or extensions, renewals or extensions of contracts with a board member or persons or entities who could benefit financially from the contract must be approved under the same procedure as if the renewal or extension were an original contract. Any amendments to a contract which could benefit financially a board member or a other person or entity (as defined in paragraph I(e) above) must be approved under the same procedure as if the amendment were an original contract. Any amendments which do not benefit financially a board member or other person or entity (as defined in paragraph I( e) above) may be approved by a regular majority vote

where there is a quorum according to board rules.

- g) All other requirements of section 445.007(1) must be met. For example, a board member must continue to disclose any conflict of interest in a manner that is consistent with the procedures outlined in s. 112.3143.
- h) In order to comply with the requirements of section 445.007, a board's policy shall advise and require board employees to disclose known conflicts of interest and notify the board of any contracts which may benefit them personally. In order to comply with the requirements of section 445.007, a board's policy shall advise and require all parties to a contract to disclose all known conflicts of interest and notify the board of all board members or other persons or entities known to benefit financially from the contract (as defined in paragraph I( e) above).
- i) A contract which is initially subject to the requirements of s. 445.007 due to a board member's, an employee's or another person's or an entity's conflicts of interest at the time of approving the contract is not subject to these procedures after the departure of the member from the board membership, the departure of the employee from the board's employ or other actions has removed the conflicts of interest.

### **III. Review Criteria**

Contracts equal to or greater than \$25,000 with a board member or other person or entity who could benefit financially from the contract (as defined in paragraph I(e) above) must be reviewed by DEO to ensure that these statutory requirements have been met:

- a) The board approved the contract with a two-thirds vote of the entire membership of the board;
- b) Board members who could benefit financially from the contract or board members who have any relationship with the contracting vendor disclosed any such conflicts prior to the board vote on the contract; and
- c) Board members who could benefit financially from the contract or board members who have any relationship with the contracting vendor abstained from voting.

### **IV. Required Documentation**

- a) For contracts under \$25,000, the board must electronically submit a completed contract information form certified by the board chair as correct and true information within 30 days after approval of the contract to [identify mailbox address].
- b) For each contract equal to or greater than \$25,000, the board must electronically submit after the board's approval of the contract a completed contract information form certified by the board chair as correct and true to [identify mailbox address] containing the following information:
  - 1) Identification of all parties to the contract.
  - 2) Description of goods and services to be procured.
  - 3) Value of the contract, contract renewal or contract extension.
  - 4) Contract term
  - 5) Contract number or identifying information, if any
  - 6) Identification of board member or employee whose conflict of interest required the board's approval of the contract by 2/3 vote.

- 7) The nature of the conflict of interest in the contract.
- 8) A certified board membership roster listing all members on the board at the time of the vote on the approval of the contract with a vote tally indicating attendance or absence at the meeting and for those in attendance, the affirmative and negative votes and abstentions for each member.
- 9) Dated and executed conflict of interest forms, which are consistent with the procedures outlined in s. 112.3143, submitted at or before the board meeting, for board members who have any relationship with the contracting vendor (as defined in paragraph I( d) above)
- 10) Other information as specified on the contract information form.

DEO will review this documentation to ensure compliance with the statutory requirements listed in Paragraph II above. Failure to timely provide all required documentation or failure to complete the form shall result in immediate disapproval of the contract and require resubmission of documentation and form. DEO will electronically submit in writing to CSF within five (5) business days of receiving all of the required documentation its recommendation whether the statutory requirements were met. CSF will then electronically transmit in writing within three (3) business days after receipt of the Department's written recommendation its approval or disapproval. The board may not execute the contract until CSF approves the contract.

#### **V. Request for Review When Contract Approval is Denied**

A party to the contract may request a review of CSF's disapproval of a contract. Strict compliance with the following procedures is required.

- a) The request for review must be in writing, must state specific grounds for review, and must provide all information required for review of the stated grounds. Failure to state specific grounds may be cause for denial of the request without further review.
- b) The request for review must be received by CSF not later than ten (10) calendar days from the date of CSF's denial and may be submitted electronically to [identify name of electronic mailbox] or by any other means of delivery, i.e. mail service, hand delivery or facsimile. Any request for review that is not received by CSF within this timeframe will be rejected without further consideration.
- c) Within seven (7) calendar days of receipt, the CSF President or designee will issue a final decision on the request for review. The Chair of Workforce Florida or its Board of Directors may direct the President to present such reviews to the Executive Committee. No review under this policy will be presented to the CSF Board of Directors unless, at the discretion of the Chair, such full board review is deemed to be necessary.

#### **VI. Effective Dates of Policy**

- a) This policy shall be in effect on.
- b) This policy shall expire on.

#### **VII. Revision to Policy –**

**Senate Bill 2156 – Government Reorganization** became effective. It contained the following language:

*“If the regional workforce board enters into a contract with an organization or individual represented on*

*the board of directors, the contract must be approved by a two-thirds vote of the entire board, a quorum having been established, and the board member who could benefit financially from the transaction must abstain from voting on the contract. A board member must disclose any such conflict in a manner that is consistent with the procedures outlined in s. 112.3143.”*

This policy is modified to incorporate the above language effective July 1, 2011.

**VIII. Future Revisions**

The Pasco-Hernando Workforce Board, Inc. will comply with any future revisions incorporated into Florida State Statutes on the effective date of those Statutes.

**CONTRACT INFORMATION FORM**

This form is to seek approval of a contract valued at \$25,000 or more involving a conflict of interest of board members or employees. All requested information is required. Failure to provide complete information may result in disapproval of the contract.

I, \_\_\_\_\_, hereby certify the following information regarding a contract that came before the Pasco-Hernando Workforce Board.

- a) Identification of all parties to the contract:
- b) Description of goods and services to be procured:  
\_\_\_\_\_
- c) Value of the Contract/renewal/extension:
- d) Contract Term: \_\_\_\_\_
- e) Contract number or other identifying information, if any: \_\_\_\_\_
- f) Identification of board member or employee whose conflict of interest required the board's approval of the contract by 2/3 vote: \_\_\_\_\_
- g) The nature of the conflicting interest in the contract: \_\_\_\_\_  
\_\_\_\_\_
- h) The board member with the conflict of interest was/was not present when the board voted to approve the contract.
- i) A certified board membership roster listing all members on the board at the time of the vote on the approval of the contract with a vote tally indicating attendance or absence at the meeting and for those in attendance, the affirmative and negative votes and abstentions for each member.
- j) Dated and executed conflict of interest forms, which are consistent with the procedures outlined in s. 112.3143, submitted at or before the board meeting, for board members who have any relationship with the contracting vendor (as defined in paragraph I(d) of the Workforce Florida, Inc. contracting policy.)

I certify that the information above is true and correct.

\_\_\_\_\_  
Date Filed

\_\_\_\_\_  
Signature of Board Chair\* or designee of the Board

\*Must be certified and attested to by the Board Chair or designee of the Board.

# DISCLOSURE OF BOARD MEMBER'S OR EMPLOYEE'S CONFLICT OF INTEREST IN THE CONTRACT

I, \_\_\_\_\_, am a board member / an employee of the board (circle one). I

hereby disclose that:

I could benefit financially from the following contract (provide name of parties to contract and description of the contract):

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I could benefit financially from the contract in the following manner:

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"Benefit financially from a contract" means the special private financial gain to a member, a special private financial gain to any principal which retains the member, the special private financial gain of the parent organization or subsidiary of a corporate principal which retains the member, other than an agency as defined in s. 112.312(2), or the special private financial gain to any member's relative or business associate or to a board employee and such benefit is not remote or speculative.

\_\_\_\_\_  
Date filed

\_\_\_\_\_  
Signature of Board Member/Employee

NOTICE: CONFLICTS OF INTEREST REGARDING BOARD MEMBERS AND BOARD EMPLOYEES MUST BE DISCLOSED PRIOR TO THE BOARD'S VOTING TO APPROVE THE CONTRACT; BOARD MEMBERS WHO BENEFIT FINANCIALLY OR WHO HAVE A RELATIONSHIP WITH THE CONTRACTING VENDOR MUST ABSTAIN FROM THE VOTE, AND THE CONTRACT MUST BE APPROVED BY A 2/3 VOTE OF THE ENTIRE BOARD. COMPLETION OF THIS FORM DOES NOT IN ANY WAY SUPERCEDE OR SUBSTITUTE FOR COMPLIANCE WITH CONFLICT OF INTEREST DISCLOSURE REQUIREMENTS OF SECTION 112.3143, FLA. STAT.

# CONTRACTOR DISCLOSURE AND CERTIFICATION

For purposes of the contract between Pasco-Hernando Workforce Board and \_\_\_\_\_

\_\_\_\_\_ (contractor), the following disclosure is made: The

principals\* and owners\* of the contracting entity:

\_\_\_\_\_ have no relative who is a member of the board;

\_\_\_\_\_ have a relative who is a member of the board, whose name is

\_\_\_\_\_

There is / is not (circle one) a principal or owner who is a member of the board. If applicable, the principal's or owner's name is \_\_\_\_\_.

There is / is not (circle one) a principal or owner who is an employee of the board. If applicable, the principal's or owner's name is \_\_\_\_\_.

\* "Principal" means an owner or high level management employee with decision-making authority.

\*\* "Owner" means a person having any ownership interest in the contractor.

I hereby certify that the information above is true and correct.

\_\_\_\_\_  
Date filed

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

## Procurement “Claw” (Section 200.320)

