

# PURCHASING PROCEDURES MANUAL



*Each Child, Every Day*

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## FOREWORD

The purpose of the Purchasing Procedures Manual is to provide the basic information necessary for School District employees to accomplish their purchasing requirements in accordance with the rules and procedures that have been established for public agencies.

## INTRODUCTION

It has been said that public purchasing is getting the right item to the right place at the right time and at the right price. And while that is an oversimplification of the role of the purchasing department, it is the essence of what we do. Public agencies have a central purchasing system for many reasons.

First, it is a means for managing the public funds that have been entrusted to each school and department by insuring that no indebtedness beyond the budgeted amount is created.

Second, it offers the opportunity to achieve economies of scale by being able to buy, in bulk, many of our day-to-day necessities.

Third, it insures that the vendor will be paid for the products or services that have been sold to the District by providing the means to account for each purchase that has been made.

Fourth, it provides a focal point on which vendors can concentrate, minimizing misinformation and reducing the number of people with whom they have to deal.

Fifth, it reduces the potential for vendors trying to establish unethical relationships with District employees.

Sixth, it serves as a resource for employees to utilize in meeting their needs for goods and services.

What follows is the way the School District of St. Lucie County conducts its purchasing business and what is required of employees in the conduct of that business.

**School District of St. Lucie County  
Purchasing Procedures Manual**

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## Chapter 1-Introduction

### I. Overview of Purchasing Procedures Manual

#### A. Purpose

The purpose of this purchasing procedures manual is to provide information necessary to buy goods and services in support of St. Lucie County Public Schools.

#### B. Authority

School Board of St. Lucie County Policies governs purchasing activities within the School District.

#### C. Applicability

School Board Policies address all aspects of materials management to include the acquisition of goods, services, and professional and consultant services; construction contracting; contract administration; and property accountability and disposal.

It is important to note that the competitive requirements set forth in School Board policy also apply to the purchase of goods and services by schools using internal funds (funds raised directly by schools through ticket sales, fund-raising activities, etc.). The rules specifically apply even when students or parents make direct payments to vendors under contracts established by the school.

#### D. Policy

The School Board is dedicated to ensuring that:

1. The District purchases high quality goods and services at reasonable cost.
2. The District conducts all purchasing actions in a fair and impartial manner with no impropriety or appearance thereof.
3. All qualified vendors have access to School District business.
4. No offer is arbitrarily or capriciously excluded.
5. The maximum feasible degree of competition is achieved.

#### E. Definitions

Except as may be otherwise defined in this manual, the following terms shall have the following definitions:

1. Bid - An offer by a vendor to sell a product or service for a specific price that is based on the specifications of the purchaser. When the District solicits bids, vendors must submit them in sealed envelopes that are opened on a specific date at a specific time at a specific place.
2. Bid Threshold - The dollar amount above which sealed bids are required. The threshold for the District is set at \$50,000.00.
3. Competitive Sealed Bidding - A formal method of selecting the lowest responsible and responsive bidder. It includes the issuance of a written Invitation to Bid (ITB) and evaluation based on the requirements stated in the ITB.

4. Competitive Negotiation - A formal method of selecting the top-rated offeror. It includes the issuance of a written Request for Proposal (RFP), public notice, and evaluation based on the criteria stated in the RFP, and it allows negotiation with the top rated offeror(s).
5. Contract - A binding agreement between two parties that consists of an offer and an acceptance, both of which must be in writing.
6. Cost Strip - Our terminology for a budget line item. It consists of Fund, Function, Object Code, Center, Project, Sub-project and Program.
7. Delivery Ticket - Also known as packing slip, bill of lading, or freight bill. It is the document that is signed by the receiving party to acknowledge receipt of the goods. In some instances, it may also be the invoice.
8. Department Heads - Those positions within District that have staff supervision responsibility, but are not administrative positions.
9. Director of Financial Operations - The administrator authorized by the District to act as its agent in matters of procurement.
10. Emergency - When a breakdown in machinery and/or a threatened termination of essential services or a dangerous condition develops or when unforeseen circumstances arises causing loss or reduction of essential services or items that pose a threat to public health and safety.
11. Encumbrance - The commitment of budgeted funds that occurs when a purchase order is approved and issued through the finance system.
12. Firm - Any individual, partnership, corporation, association, or other legal entity permitted by law to practice in Florida or any other individual, firm, partnership, corporation, association, or other legal entity qualified to perform professional services.
13. Fixed Asset - Buildings, and equipment which is a part of, or attached to, a building or building system.
14. Goods - All material, equipment, supplies, printing, textbooks, and automated data processing hardware and software, to include computers.
15. Immediate Family - A spouse, child, parent, brother, sister, and any other person living in the same household as the employee.
16. Internal Funds - Those funds raised directly by a school through its various activities such as ticket sales, fund-raising, and certain vocational education programs.
17. Invitation to Bid- A document containing specifications for goods or services which is sent to vendors inviting them to offer their prices for the goods or services they provide.
18. Responsible Bidder or Offeror - An individual, company, firm, corporation, partnership or other organization who has the capability in all respects to perform fully the contract requirements and the moral and business integrity and reliability that will assure good faith performance.

19. Responsive Bidder or Offeror - An individual, company, firm, corporation, partnership, or other organization that has submitted a bid or offer that conforms in all material respects to the Invitation to Bid or the Request for Proposal.

20. Services - Any work performed by an independent contractor wherein the service provided does not consist primarily of buying equipment or materials or renting equipment, materials, and supplies.

21. Sole Source - A method of procurement that is used when a situation exists in which only one source is practicably available for that which is to be bought.

22. Spamming - is the abuse of electronic messaging systems to indiscriminately send unsolicited bulk messages.

23. Surplus Property - Such property that is no longer of use to the District.

24. Tangible Personal Property - A tangible item (not a component) that has an expected useful life of at least one year and a dollar value in excess of the amount set for Tangible Personal Property, Section 274.02, Florida Statutes.

25. SchoolDude – The warehouse system utilized by the District.

26. Skyward - The finance system utilized by the District.

#### F. Exemption

The policies and procedures discussed in this manual do not apply to the services of architects and engineers. Purchase of these services is conducted under the provisions of Section 287.055, Florida Statutes, entitled the Consultant's Competitive Negotiation Act.

#### G. Responsibilities

The Director of Financial Operations is the principal public purchasing official of the School District of St. Lucie County.

The Superintendent of Schools exercises overall responsibility for the School District of St. Lucie County purchasing processes. This responsibility is managed through the Chief Financial Officer for all non-capital construction-related procurement and for all capital construction-related procurement.

Principals and department managers are responsible for their procurement activities in accordance with School Board policies, administrative rules, and statutes.

Any purchase or contract entered into by any School District official or employee that violates the provisions of School Board resolution, policy, or regulation, shall be the personal responsibility of that individual.

## Chapter 2-Procurement Overview

### I. Purchasing Cycle

#### A. General

The Purchasing Cycle is a series of activities that are undertaken to assure that we receive the goods and services needed to support School District programs in a timely, safe, and economical manner. This cycle consists of the following steps:

1. Recognition of the need for goods or services
2. Preparation of specifications of needed goods or services
3. Preparation of requisition (if being purchased through the Purchasing Department)
4. Determination of proper procurement method (small purchase, competitive bid, competitive negotiation, sole source, emergency)
5. Preparation of solicitation document
6. Receipt of bids or proposals
7. Review of bids for lowest responsible and responsive bidder or selection of proposal that is most advantageous to School Board of St. Lucie County
8. Issuance of purchase order or contract or negotiation of contract with selected offeror
9. Receipt of goods or services
10. Payment to vendor
11. Contract administration to ensure vendor compliance with the terms and conditions of the contract or purchase order

### II. Purchasing Ethics

#### A. General

Public confidence in the integrity of the School District's purchasing activities is critical. Improprieties, or even the appearance of improprieties, can undermine this confidence with very negative consequences. Erosion of trust by St. Lucie County taxpayers could result in decreased community support and revenues. Lack of trust by the vendor community could result in contract award protests or an unwillingness to submit bids, thus decreasing competition and potentially increasing the cost of goods or services.

#### B. Policy

Chapter 112, Part III, Florida Statutes, Code of Ethics for Public Officers and Employees governs ethics in procurement within the School District of St. Lucie County.

### C. Definitions

1. Contract - Any binding agreement to which the School Board of St. Lucie County is a party that consists of an offer and an acceptance, both of which must be in writing.
2. Immediate Family - A spouse and any other person residing in the same household as the employee, who is a dependent of the employee, or of whom the employee is a dependent.
3. Transaction - Any matter considered by the St. Lucie County School Board on which official action is taken or contemplated.

### D. Prohibited Conduct

No School District employee having official responsibility for a procurement transaction shall participate in that transaction on behalf of School District when the employee knows any or all of the following:

1. The employee is contemporaneously employed by a bidder, offeror, or contractor involved in the procurement transaction.
2. The employee, the employee's partner, or any member of the employee's immediate family holds a position with a bidder, offeror, or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five percent.
3. The employee, the employee's partner, or any member of the employee's immediate family has a pecuniary interest arising from the procurement transaction.
4. The employee, the employee's partner, or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment with a bidder, offeror, or contractor.
5. No School District employee having official responsibility for a procurement transaction shall solicit, accept, or agree to accept from a bidder, offeror, contractor, or subcontractor any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged.
6. No bidder, offeror, contractor, or subcontractor shall confer upon any School District employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.
7. No bidder, offeror, contractor, subcontractor or vendor will be allowed to email spam School District employees.
8. No bidder, offeror, contractor, subcontractor or vendor will be allowed to promote their product during School District Board meetings.
9. No School District employee or former School District employee having official responsibility for procurement transactions shall accept employment with any bidder, offeror, or contractor with whom the School District employee or former School District employee dealt with in an official capacity concerning procurement transactions for a period of one year from the cessation of employment with the School Board of St. Lucie

County unless the employee, or former employee, provides written notification to the School Board of St. Lucie County prior to commencement of employment by that bidder, offeror, or contractor. No School District employee having official responsibility for a procurement transaction shall knowingly falsify, conceal, or misrepresent a material fact; knowingly make any false, fictitious, or fraudulent statements or representations; or make or use any false writing or document knowing the same to contain any false, fictitious, or fraudulent statement or entry.

E. Penalty for Violation

Willful violations are considered to be class 1 misdemeanors and, upon conviction any public employee, in addition to any other fine or penalty provided by law, shall forfeit his or her employment.

F. Lobbying

Proposers are hereby advised that lobbying is not permitted with any District personnel or Board members related to or involved with any proposal until the administration's recommendation for award has been made.

Lobbying is defined as any action taken by an individual, firm or association, joint venture, partnership, syndicate, corporation and all other groups who seek to influence the decision of a Board member or District personnel after advertisement and prior to the recommendation of a contract.

Any proposer or any individuals that lobby on behalf of the proposer during the timeframe of this proposal will result in rejection/disqualification of said proposal.

## Chapter 3-Contracting Process

### I. Competitive Sealed Bids

#### A. Purpose

Competitive sealed bidding is the preferred method of acquisition due to its non-subjective nature. This method of procurement is used to establish School District annual requirement contracts.

#### B. Authority

The School Board of St. Lucie County's Policy requires competitive sealed bidding for purchases of goods and services estimated to cost in excess of \$50,000.

#### C. Definition

A competitive sealed bid is a method of source selection for a purchase estimated to be in excess of \$50,000. Award is made to the lowest responsible and responsive bidder.

#### D. Procedures

The procedures for competitive sealed bidding consist of the following steps:

1. Issue a written Invitation to Bid (ITB).
2. Provide public notice of the bid by posting a notice on a public bulletin board.
3. Hold public meeting at the date and time advertised to open bids and announce all bids received.
4. Evaluate bids based on the requirements set forth in the ITB.
5. Award contract to the lowest responsive and responsible bidder meeting the specifications. In the alternative, the District may also choose to award contracts to the lowest responsive and responsible bidder as the primary awardee of a contract and to alternate awardees from whom commodities or contractual services would be purchased should the primary awardee become unable to provide all of the commodities or contractual services required by the District during the term of the contract. Nothing herein is meant to prevent multiple awards to lowest responsive and responsible bidders when such multiple awards are clearly stated in the bid solicitation documentation.

#### E. Responsibilities

##### 1. Schools, Centers, and Offices

Determination of the need for goods and services starts with the requesting department/school. Once the requestor has identified a requirement, he or she should consult with the Purchasing Department to determine if an existing contract is available. If no such contract exists, the requestor must submit written specifications describing the design or performance characteristics to the Purchasing Department. The originating school, center, or office typically is involved in evaluating products for which bids have been submitted in response to the ITB.

##### 2. Purchasing Department

The Purchasing Department is responsible for preparing the bid document based on the written specifications that a requestor provides. Once the document is prepared, the Purchasing Department issues the ITB and receives the vendors' bids. After receiving the bids, the Purchasing Department tabulates them to determine lowest bids. The products that are offered at the best prices are evaluated to ensure that they comply with the

specifications (responsiveness). After this process is complete, award recommendations are made to the School Board for award and execution of the contract.

#### F. Processing Times

The following estimated time line should be considered for the successful completion of a formal competitive bid. This time line assumes that the Purchasing Department is provided with reasonably acceptable specifications.

<u>Activity Responsibility</u>	<u>Time Required</u>
<b>Bid Preparation</b>	<b>10 Days</b>
<b>Bid Submittal Period</b>	<b>30 Days</b>
<b>Bid Opening</b>	<b>30<sup>th</sup> day</b>
<b>Bid Tabulation</b>	<b>2 - 5 Days</b>
<b>Bid Evaluation</b>	<b>7 - 10 Days</b>
<b>Department Recommendation</b>	<b>Due by final Board Agenda</b>
<b>Contract Award</b>	<b>10 Days</b>

Some bids are completed more quickly than the above time line and some bids significantly longer. The requesting department/school should consult with the Purchasing Department once they have identified a requirement in order to establish a reasonable time line for each specific acquisition process. This will take into account the complexity of the solicitation, how many different products and services the employee is purchasing, how many vendors are expected to respond, etc.

#### G. Bid Evaluation Process

Once the bids are opened and tabulated, copies of responsive bids are provided to the user department for evaluation.

For bidders who have offered the specified product, there typically is no need to perform an evaluation of the product to ensure that it meets School District requirements. Often, however, the low bids are for alternative products. When this occurs, the Purchasing Department staff members work with the requestor to conduct the product evaluation. In some cases, this involves reading descriptive literature. In other cases, it requires that the Purchasing Department or Requesting Department's staff members test and evaluate samples. For each line item, the evaluation starts with the low bid and continues until an acceptable product is identified. Documentation must be maintained that supports the rejection of low bid products, and this documentation is forwarded to the School Board along with the actual award recommendations.

#### H. Determination of Non-responsiveness

The following are examples of situations in which a bid may be declared non-responsive:

1. The bidder failed to sign the bid.
2. The bidder did not provide an original signature on the bid form.
3. The bidder failed to complete required forms and certificates.
4. The bidder changed delivery terms; e.g., the bidder changed "FOB destination" to "FOB shipping point".
5. The bidder did not offer the goods or services that complied with the bid specifications.
6. The bidder did not offer firm prices.

## I. Determination of Non-responsibility

The following are examples of situations in which a bidder may be declared non-responsible:

1. The bidder is not a regular dealer or supplier of the goods or services offered.
2. The bidder does not have the ability to comply with the required delivery or performance schedule.
3. The bidder does not have a satisfactory record of performance as documented **prior** to the receipt of bids.
4. The bidder does not have a satisfactory record of integrity, or the bidder is currently debarred or suspended by the School Board of St. Lucie County or another State or Federal jurisdiction.
5. The bidder does not have the necessary facilities, organization, experience, technical skills, or financial resources to fulfill the terms of the purchase order or contract.

## J. Confidentiality

Bids become public record and are available for public review in accordance with Section 119.071, Florida Statutes.

A bidder may request to inspect bid records upon bids becoming public record in accordance with Section 119.071, Florida Statutes. Information designated as trade secrets or proprietary information in accordance with Florida Public Records Act will not be disclosed.

## **II. Competitive Negotiation**

### A. Purpose

Competitive negotiation typically is used in two circumstances. First, it is used when factors other than lowest price are as important or are more important than price. Second, it is used when the Purchasing Department does not have sufficient information about what is required. In these cases, Purchasing Department staff members describe the problem or the objective and request that vendors provide recommended solutions.

### B. Authority

Competitive negotiation is an accepted method of procurement under the School Board of St. Lucie County's Procurement Policy. Competitive negotiation is expressly required when obtaining state-defined professional services and consultant services as described in the Florida Statutes.

**The St. Lucie County School Board encourages the use of competitive negotiation when schools are acquiring class rings, graduation-related products, photography services, and yearbooks.**

### C. Definitions

1. Informal Competitive Negotiation: A method of source selection when the estimated cost is less than the threshold of \$50,000.
2. Formal Competitive Negotiation: A method of source selection when the estimated cost is more than the threshold of \$50,000.

### D. Procedures for Informal Competitive Negotiation

The procedures for informal competitive negotiation consist of the following steps:

1. Prior to issuing a Request for Proposal, the requesting department/school should consult with the Purchasing Department to determine whether a Request for Proposal (RFP) is the appropriate method.
2. Assuming that an RFP is appropriate, an informal RFP can be prepared and issued by a department/school. The informal RFP can be in the form of a letter but must include, at a minimum, the following: Statement of Work (scope), Tasks to be Performed, Time Requirements, and Basis for Award.
3. The RFP must be sent to at least three responsible firms. The firms must be informed of the submission dates and times after which proposals will not be accepted.
4. The originating organization must receive and evaluate the proposals consistent with the basis of award contained in the RFP.
5. Once proposals are ranked, negotiations may be undertaken with the top-ranked offeror.
6. If negotiations are successful, the department/school must send the award recommendation to the Director of Financial Operations with all supporting documentation.
7. The Director of Financial Operations awards the contract.
8. The originating organization enters a purchase requisition into Skyward.
9. The Purchasing Department creates the purchase order.

#### D. Procedures for Formal Competitive Negotiation

The procedures for formal competitive negotiation consist of the following steps:

1. Prior to preparing a RFP, requesting departments/schools should consult with the Purchasing Department to determine whether a Request for Proposal (RFP) is the appropriate mechanism for the procurement.
2. Assuming that an RFP is appropriate, an RFP can be prepared by the requestor with advice and support from the Purchasing Department.
3. Once the draft RFP is ready, the document is sent to the Purchasing Department.
4. The Purchasing Department reviews the RFP and makes changes as appropriate and posts the RFP to the Purchasing Department's website, and informs any specific firms identified by the requestor or the Purchasing Department of the posting.
5. Prior to the closing date of the RFP, the Director of Financial Operations and the Department Head/Principal shall establish the Selection Committee members.
6. The Purchasing Department receives the proposals from offerors. Typically, RFPs require that proposals be submitted in two parts: a technical proposal and a business proposal. The technical proposal addresses the requirements of the RFP. The business proposal identifies the costs.
7. The Purchasing Department reviews the proposals to determine if any proposers are nonresponsive and sets up a date for the Selection Committee to evaluate all responsive proposals.

8. The Selection Committee is briefed by a member of Purchasing, and all members are required to sign disclosure forms prior to receiving proposals for evaluation.
9. Each individual member of the Selection Committee reviews, evaluates, and ranks the proposals in accordance with the evaluation criteria in the RFP.
10. The Selection Committee reaches consensus on the ranking of proposals.
11. The ranking is provided to the Purchasing Department with a request for copies of the business proposals.
12. Members of the Selection Committee re-evaluate and rank offerors based on the technical and the business proposals.
13. The Selection Committee reaches a consensus on the ranking of offerors.
14. Negotiations are undertaken with the top-ranked offeror.
15. Assuming the negotiations are successful, an award recommendation is forwarded to Purchasing Department for action.

#### E. Contracts for Professional or Consultant Services

For professional or consultant services that require the execution of an actual contract document, the Superintendent or Director of Financial Operations is authorized to execute such contract documents, the amounts of which do not exceed \$50,000.00. The School Board prior to issuance of a purchase order must approve professional or consultant contracts with a value greater than \$50,000.00. The Board approval date must appear on the requisition.

#### F. Contract Amendments

If an amendment to an existing contract would result in the total value increasing from less than to more than \$50,000, the School Board must approve the amendment prior to it being approved by the Director of Financial Operations.

### **III. Specifications**

#### A. Definition

The term "specification" refers to that portion of a solicitation that describes the characteristics of a required product or service. A specification may include requirements for samples, descriptive literature, inspection, testing, warranty, and packaging.

#### B. Types of Specifications

Several types of specifications exist. The development, selection, and use of a particular type are dependent on an employee situation, time, and information available, and needs.

#### C. Performance Specifications

Performance specifications (also known as Functional Specifications) are preferred since they communicate what a product is to do, rather than how it is to be built. Performance specification should include the following:

1. A general description

2. Required performance characteristics (minimum/maximum) to include speed, storage, production capacity, usage, ability to perform a specific function
3. Operational requirements, such as limitations on environment, water or air cooling, electrical requirements
4. Site preparation requirements for which the contractor will be responsible, such as electricity, plumbing, or for which the School District will be responsible
5. Compatibility requirements with existing equipment or programs
6. Conversion requirements for maintaining a current equipment or system until switching to the new equipment or system.
7. Installation requirements
8. Maintenance requirements
9. Supplies and parts requirements;
10. Quantity and method of pricing;
11. Warranty; and
12. Service location and response time.

#### D. Design Specifications

Design specifications involve dimensional and other physical requirements and concentrate on how a product is to be built rather than on what it should do. Architects and engineers typically prepare design specifications for construction or custom manufactured products. A design specification includes the following:

1. Dimensions, tolerances, and specific manufacturing or construction processes
2. References to a manufacturer's brand name or model number
3. Use of drawings and other detailed instructions to describe the product

#### E. Brand Name or Equal

Brand name or equal is the most commonly used type of specification. An equal product can be defined as being similar in form, fit, and function and may be substituted for the required items, with no advantage or disadvantage. A brand name or equal specification should include the following:

##### 1. General Requirements

As a standard for purchase, the following requirement is included when brand name or equal specifications are used.

***“Unless otherwise provided in the Invitation to Bid, the name of a certain brand, make, or manufacturer does not restrict bidders to the specific brand, make, or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the public body in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.”***

## 2. Salient Features

The most important part of preparing brand name bid specifications is the use of the product's salient features. Salient features are the inherent qualities of the product that are required for the product to perform its intended application. These characteristics should be stated in the specification, and the equal product must meet these requirements in order to be acceptable. Not all characteristics of a product typically can be categorized as salient features so it is important to identify those that truly are critical to the product's acceptability.

Example:

### Bench, Press, Competition

Specifications: 2" tubular steel, minimum 11 gauge (.120 Wall); low safety catch for bar rest; extension foot for stability; rear bar catch minimum 4" in height with raised front lip to prevent bar displacement; high density foam padding; 29-OZ lock stitch vinyl with 100% polyester backing.

Standard Spec: World Sporting Goods J-301 or equal

## 3. Samples

If a bid is issued with the specifications of a brand name or equal, it is recommended that consideration be given to requiring that vendors who are bidding an alternative "equal" product must submit a sample of their product for evaluation purposes. Failure to submit a requested sample will result in rejection of the bid. At a minimum, descriptive literature should be required for any alternative products. It also is recommended that if the award is made for an alternative product based on the evaluation of a sample, the sample should be retained in order to compare the sample to the actual delivered items when they arrive.

## 4. No Substitutes

It is possible to specify a brand name and to state "no substitutes"; however, this is only acceptable if it can be justified. For example: a high school may desire to replace a percentage of their football uniforms. These uniforms are from a specific manufacturer and are of a specific style and color. It is unlikely that a uniform from another manufacturer could exactly match the existing uniforms. Under these circumstances, it would be acceptable to specify the existing manufacturer, style, and color and to state "no substitutes".

## F. Scope of Work for Services

The following is a list of the types of information that should be included in a scope of work for professional or other services:

### 1. General Requirements

Describe the contractor's responsibility to provide a service or produce a specific study, design, or report.

### 2. Specific Requirements

Address the specific tasks, subtasks, parameters, and limitations that must be considered in producing the service or final project. The following factors should be included:

- i. Details of work environment
- ii. Minimum or desired qualifications
- iii. Amount of service needed
- iv. Location of service
- v. Definition of service unit
- vi. Time limitations

- vii. Travel regulations or restrictions
- viii. Special equipment required
- ix. Other factors affecting working environment

### 3. School District Provided Materials or Services

List any plans, reports, statistics, space, personnel, or other School District -provided items that must be used by the contractor.

### 4. Deliverables, Reports, and Delivery Dates

Identify the specific delivery dates for all documentation or other products the contractor must furnish. Be clear about the expectations for the contractor's performance.

## **IV. Contracts**

### A. General

A contract is a mutually binding legal relationship obligating the seller to furnish the supplies or services and the buyer to pay for them. Under the Uniform Commercial Code, any contract with a value greater than \$500 must meet the following criteria to be legally binding:

1. It must be in writing.
2. There must be consideration, i.e., something of value given or done as recompense that is exchanged by two parties.
3. All persons must have the ability or capacity to make a valid contract.
4. That which is being performed under the contract must be legal.
5. Both parties must have legal escape if a substantial disagreement occurs.
6. Both parties have an obligation to do or to permit something to be done in consideration for the act of the other.

### B. Types of Contracts

There are numerous types of contracts. The following types of contracts are those most commonly used by the District.

#### 1. Annual Requirement Contracts

Annual requirement contracts are established through a competitive bidding process for recurring demand products. Buyers in the Purchasing Department work with schools and departments to develop product specifications and to estimate annual needs. Buyers and schools and departments evaluate vendor bids to ensure that award is made to the lowest responsible and responsive bidders. Vendors are required to supply these products at a fixed price in whatever quantities are requested throughout the year regardless of the original estimated quantities.

Under this type of contract, the vendor assumes certain risks because the actual quantities bought may be greater or less than the original estimate, and any product cost increase to the vendor typically cannot be passed on to the District.

Examples of the products that are purchased under an annual requirement contract include most instructional supplies, custodial cleaning supplies, and classroom furniture.

## 2. Percent Off List Price Contracts

An ITB is issued to request vendors to submit bids that offer percent discounts from list prices. Purchasing certain products in this way can be advantageous to the School District.

Under this type of contract, the School District assumes the risk of price increases to list prices while the vendors assume the risk regarding the quantities of the products that actually will be purchased.

Examples of the products that are purchased under a percent off list price contract include office supplies, custodial supplies and equipment, science supplies, microcomputers/printers, and office furniture.

## 3. Sole Source Contracts

Sole source contracts are established when only one source practicably exists for a product. Under these circumstances, pricing and other contract terms typically are negotiated with vendors.

An example of products that are purchased under a sole source contract is Apple computers. Apple Computer sells its products directly under its K-12 pricing schedule.

Another example of a sole source contract is textbooks that are purchased directly from the publisher.

## 4. Time and Materials Contracts

Using a competitive bidding or negotiating process, a time and materials contract will be established when it is not possible or practical to obtain the needed services and/or materials at a fixed price. This type of contract specifies the fixed hourly rate and establishes how materials will be charged. The obvious disadvantage of this type of contract is that it requires careful oversight because there is no positive incentive for the vendor to control costs.

An example of a time and materials contract is the computer maintenance and repair services contract.

## C. Origins of Contracts

Contracts are established based on specific requests or based on knowledge of recurring demand. The Purchasing Department works with the schools/departments to identify products that are newly required or that are no longer needed due to changes in technology, curriculum, etc.

Requests for the creation of a contract should be submitted in writing to the Purchasing Department.

## D. Authority to Approve and Sign Contracts

Outside of contracts which must be approved and executed by the School Board, or contracts approved and executed by the Superintendent, the Director of Financial Operations is authorized to execute all other contracts.

All items or groups of items that exceed \$50,000.00 must be purchased based on competitive sealed bids unless exempt from competitive sealed bids pursuant to law, regulation or the provisions set forth in this policy.

The Superintendent or Director of Financial Operations may authorize and execute professional or consultant services contracts, the amounts of which do not exceed \$50,000.

**Principals, Department Heads, and all other District employees do not have the authority to enter into or sign contracts on behalf of the District or using District funds.**

**Any unauthorized purchase or contract entered into by any School District employee shall be the personal responsibility of that individual and shall not be binding on the School District.**

E. Independent Service Contracts the St. Lucie County School Board often enters into agreements with individuals to perform a variety of services. These agreements may or may not need to be bid competitively, depending on the cost and type of service being provided. Typically, however, it is necessary that the Director of Financial Operations approve written contracts.

Employees should submit independent service contract requirements to the Purchasing Department along with all relevant information, such as:

1. Date of Service,
2. Description of Service, and
3. Performance Expectations.

F. Contract Administration

It is necessary that contracts be administered to ensure that vendors are complying with the terms and conditions of the contract.

The Purchasing Department is responsible for administration of contracts involving appropriated funds. Problems with vendor performance should be reported to that office.

**V. Vendor Performance**

A. General

All contracts and purchase orders contain vendor performance requirements. These requirements typically include price, quantity, quality, delivery location, and delivery date. An important part of the purchasing cycle is to ensure that vendor's performance is consistent with these requirements.

B. Noncompliance

If vendors fail to meet their contractual obligations, employees should notify the Purchasing Department immediately and complete an online vendor performance form. This office will assume responsibility for trying to resolve the problem and for documenting the situation in the contract file if warranted by the circumstances.

If a vendor consistently fails to perform, it may result in cancellation of the contract. Under certain circumstances, vendors may be suspended or debarred by the Purchasing Department from doing business with the School District.

## Chapter 4-Purchasing Process

### I. Purchase Requisitions

#### A. General

Purchase requisitions are used to begin the process of buying goods and services using appropriated funds. All laws and rules shall be carefully observed in making any purchase, including Federal (2 C.F.R. §§ 200.317 - 200.326), State Statutes and Administrative code, as well as local policies and procedures.

Employees enter purchase requisitions into Skyward as a Purchase Requisition (PR).

#### B. Purchase Requisitions

Purchase Requisitions (PRs) are used to acquire goods and services. PR's are entered directly into Skyward. The procedures for PRs consist of the following steps:

1. The creation of a PR in Skyward. These PRs must be approved by the school administrator or department head. Once the site based administrator approves the requisition, it is routed electronically within Skyward for all approvals (including Grants, Technology, etc). Once all approvals are done, the requisition is sent electronically to the Purchasing Department for processing. A Purchasing Specialist in the Purchasing Department will review the PRs for propriety, price, and vendor. Once approved by the Purchasing Specialist, PRs will be converted to purchase orders, which are mailed or electronically sent to vendors by the Purchasing Department.

2. The status of an order may be tracked by recording the PR number at the time it is authorized.

3. Upon receipt of the goods or services from a vendor, the end user must send the receiving copy of the PO to the Finance Department for payment processing.

#### D. Pre-Planning

The purpose of a requisition is to communicate requirements to procurement staff member in the Purchasing Department. It is important that this communication include all relevant information so that the requisition can be processed in a timely manner. It also is important to understand the different time periods required to process a requisition depending upon the dollar value of the procurement and fund source, which are as follows:

1. \$8,000.00 or less: - Purchases of \$8,000.00 or less do not require three written quotes, although competition is encouraged whenever practical.

2. \$8,000.01 to \$50,000.00 – Invitation to Quotes (ITQ) are issued for all other informal purchases. ITQs are prepared, issued, received, evaluated, and awarded by each school/department. Three written quotes from three firms must be obtained. The entire process from initiation to award and issuance of a purchase order will be completed typically within 5 days.

3. \$50,000.01 and above: Purchases of this value are considered formal and require that the school system follow the procedures governing competitive sealed bidding or competitive negotiation. Once requirements are provided to the Purchasing Department, an Invitation to Bid (ITB) or a Request for Proposals (RFP) will be prepared. The Purchasing Department reviews, issues, and receives responses to the solicitation. Copies of bids or proposals are provided to the user department for review and recommendation. Award recommendations are returned to the Purchasing Department for final review by the Director of Financial Operations.

## II. Purchase Orders

### A. Purpose

Purchase orders provide written authorization for vendors to provide the goods and/or services described on the order. The product or service description, delivery conditions, quantity, and price are all specifically listed on the order. Payment terms also are listed. The purchase order also confirms to vendors that funds have been encumbered to ensure payment after the goods or services have been received.

### B. Signature

Purchase orders issued on behalf of the School District must be authorized and signed by the Director of Financial Operations. **Purchase orders are not valid unless signed by the Director of Financial Operations.**

### C. Preparation

Purchase Orders are created in Skyward after an employee has entered a purchase requisition and the Purchasing Department has approved the requisition.

Skyward will automatically generate a Purchase Order (PO). PO's are printed by the Purchasing Department each day and are mailed or electronically sent immediately to vendors by the Purchasing Department.

## III. Receiving Reports

### A. Purpose

It is vital that departments and schools notify the Finance Department as soon as possible after receipt of goods or services. This can be done by the end user signing a copy of the purchase order or receiving the items within Skyward and sending it to the Finance Department for payment.

Without written approval from the end user, vendors cannot be paid. If vendors do not get paid, they begin to refuse to accept orders or to participate when bids are issued.

### B. Accounts Payable

The Accounts Payable Section of the Finance Department is responsible for processing vendor payments. This task is accomplished by matching purchase orders, vendor invoices, and receiving reports. If all three documents match within established tolerances, payment is made. If mismatches occur, accounts payable must research and resolve the mismatch before processing the payment. If any of the three documents are missing, it must be obtained. Typically, the missing document is the receiving record. The current practice is that accounts payable receives an invoice and checks to determine if a receiving record has been processed. If it has not, they notify the school/department asking for the status of the receipt.

## IV. Exemptions to Competitive Solicitation Requirements

### A. General

Exemptions to competitive solicitation requirements should only be used when fully justified. The lack of competition solicitation often can result in price and service disadvantages.

### B. No Valid or Acceptable Proposal Received

If the District has requested competitive solicitations in accordance with its Policies, and made a finding that no valid or acceptable proposal was received, then it may enter into negotiations with suppliers and execute contracts under whatever terms and conditions it determines to be in the best interests of the District.

### C. Less than Two Proposals Received

If the District has requested competitive solicitations in accordance with its Policies, and less than two responsive proposals are received, the District may negotiate on the best terms and conditions or decide to reject all proposals. The District shall document the reasons that negotiating the terms and conditions with the sole proposer is in its best interest.

#### D. Emergency Purchases

If the Superintendent determines in writing that an immediate danger to the public health, safety or welfare or other substantial loss to the District requires emergency action, the District may dispense with requirements for competitive solicitation. The District shall obtain pricing information from at least two prospective vendors, which must be retained in the contract file, unless the Superintendent also determines in writing that the time required to obtain such information will increase the danger or result in substantial loss to the District. If such a situation occurs, an employee should contact the Purchasing Department to consult with the Director of Financial Operations.

#### E. Sole Source Purchases

Sole source purchases are used when only one source is practicably available for a needed product or service. If there is reason to believe that such a situation exists, the employee should submit a justification for non-competitive procurement form and consult with the purchasing staff in the Purchasing Department. Prior to making a sole source purchase, the District shall electronically or otherwise publicly post a description of the commodities or contractual services sought for a period of at least 7 business days. The description must include a request that prospective vendors provide information regarding their ability to supply the commodities or contractual services described. If the District School Board determines in writing, after reviewing any information received from potential vendors, that the commodities or contractual services are available only from a single source, the District School Board shall provide notice of its intent to enter into a single source contract in the manner specified in Section 120.57(3), Florida Statutes, and may negotiate on the best terms and conditions with the single source vendor.

#### F. Pursuant to Law

A contract for commodities or contractual services may be awarded without competitive solicitations if state or federal law, a grant or a state or federal agency contract prescribes with whom the District School Board must contract or if the rate of payment is established during the appropriations process.

#### G. Regulated Utilities or Government Franchised Services

A contract for regulated utilities or government franchised services may be awarded without competitive solicitations.

#### H. Exemptions under Law

Items purchased pursuant to Florida Statutes 287.057 and Florida Administrative Rule 6A1.012 may be exempt from the competitive bid process.

## Chapter 5-Purchasing Funds Management

### I. Purchasing by Schools

#### A. General

Public purchasing by schools in an educational organization such as the St. Lucie County School District is complicated by the fact that different purchasing mechanisms exist and there are different sources of funds. Schools receive funds that have been appropriated by the School Board, i.e., public funds. They also receive funds from the various fund raising and income-generating activities of the school, i.e., internal funds.

When schools desire to purchase materials, they can do so by placing orders through the Purchasing Department, or in certain limited circumstances as described in Section 5.II below by using District issued Purchasing cards. Purchases using internal funds must follow the same methods of procurement required of appropriated funds.

**Purchases of gift cards are prohibited.**

### II. Procurement (Credit) Cards

#### A. Authority

The District's Business Services Division issues procurement cards. The procurement card is a credit card issued by a financial institution for the purpose of enabling employees to acquire needed materials.

Procurement cards are intended primarily for:

1. Conference registrations, materials, and expenses related to travel on official School Board business;
2. Dual-enrollment textbooks;
3. Electronic media; and
4. Travel (airline tickets, etc)
5. Use for other purposes provided that justification has been supplied to the Chief Financial Officer.

#### B. Use and Limitations

Procurement cards will be used in accordance with established procurement regulations. All holders of purchasing cards are required to sign and abide by the Purchasing Card User Agreement. Purchases must not exceed available credit limits established by the Chief Financial Officer, which may be changed from time to time. Use of the procurement card is expressly forbidden for any of the following types of purchases:

1. Food or beverages for adults;
2. Gifts for adults;
3. Internal Accounts purchases;
4. Alcoholic beverages of any kind;
5. Tobacco products of any kind;

6. Adult entertainment of any kind, including, but not limited to, adult entertainment facilities (e.g., strip clubs, “gentlemans’ clubs”, “ladies’ clubs”, and restaurants housed inside adult entertainment facilities), adult books, adult videos, adult websites, pornographic materials, escort services, or intimate apparel;
7. Food or beverages not provided to students (e.g., meals while traveling on School Board business);
8. Gift cards, gift certificates, vouchers, passes, or the like;
9. Highway toll passes or vouchers, such as SunPass, or the like;
10. Tips or gratuities;
11. Cash advances;
12. Telephone or long distance calling cards, or pre-paid cellular service;
13. Gambling, gaming, wagering, lottery activities, or the like, including restaurants or shops housed in gambling, gaming, or wagering facilities;
14. Medicines of any kind, including, but not limited to, prescription medications, over-the-counter medications, vitamins, or supplements;
15. Medical or dental treatment of any kind;
16. Any purchase which exceeds budgeted funds available for the purchase;
17. Any item for the personal use of the cardholder and/or his/her friends or family;
18. Any item that does not serve the educational mission of the School Board and/or does not serve a public purpose; and
19. Any other use of the card determined by the Board or Superintendent as inappropriate.

#### C. Safekeeping and Required Documentation

Each cardholder is responsible for safekeeping of the card and preventing unauthorized use. Each cardholder is required to submit detailed vendor receipts to Accounts Payable within 14 days of the use of the card. Each cardholder and his/her designee also have access to the issuing bank’s website in order to review transactions.

## Chapter 6- Warehouse

### I. General Services Warehouse

#### A. General

The Warehouse is operated by the Maintenance Department. The primary functions of the warehouse include:

1. Picking up and disposing of surplus equipment and textbooks
2. Performing special projects such as moving offices, classrooms, etc.

#### B. Special Projects

The warehouse performs special projects such as conducting internal District office or program moves; and moving equipment to central locations for special events such as regional science fairs, wrestling tournaments, or band competitions.

A school/department should submit a SchoolDude request, to the Warehouse for special project support no less than ten (10) days of event date. If request is for a trip such as football games or band competition, schools must also submit a trip request form to Warehouse.

#### C. Pickup of Surplus Equipment

A school/department should submit a SchoolDude request for pickup and disposal of surplus equipment. The warehouse will attempt to redistribute useable items within the School District. If this is not possible, the equipment is turned over for sale at public auction onsite or online. If items are broken, damaged, or have no value, they are taken to the landfill. If a large quantity of these items exists, the Purchasing Department may request that a roll-off trash container be placed at the location. Staff members at the location then would be responsible for placing the items in the container.

If employees are uncertain about the condition or potential value of surplus equipment items, they should contact the Property Control Specialist 772-429-3971 for advice and direction.

### II. Disposition of Surplus

#### A. General

The final step in the purchasing cycle is the disposition of items when they are no longer useful to the District.

#### B. Disposition of Textbooks

When it has been determined that textbooks are surplus, surplus textbooks should be disposed of as follows:

1. Surplus textbooks are picked up and handled by the Stores and Distribution Warehouse after a SchoolDude request and inventory list is received from a school.
2. These books are sold as surplus if they have any value.
3. Remaining books are either sold in bulk or donated to nonprofit organizations.
4. Schools are authorized to sell surplus textbooks directly.

5. Schools may retain funds generated from these sales.

C. Disposition of Equipment

When it has been determined that equipment is surplus, surplus equipment should be disposed of as follows:

1. Surplus equipment typically is sold at public auction onsite or online by a firm under contract to the District. Funds generated from these sales are returned to the school system as general fund revenue.

2. If surplus equipment has no resale value due to damage, etc., items are taken to the landfill for disposal. If a school or department has a large quantity of these items, the Purchasing Department will request that a roll-off container be placed at the school or department's location. Site staff will be responsible for placing the items into the container. The cost of these containers is part of our solid waste collection service. Schools/departments may **not** sell or donate surplus equipment directly to any party.

D. Sales to Employees

To ensure that there are no improprieties or appearances of impropriety, the sale of surplus property directly to employees is prohibited. Employees may attend public auctions and bid on items in competition with the general public.

## **Chapter 7- Vendor Debarment**

### **I. Purposes for Debarment**

#### **A. General**

The Director of Financial Operations may debar a vendor, based upon a preponderance of the evidence, for the following reasons:

##### **1. Material Breach or Default**

The vendor has committed a material default or breach on a Board contract or subcontract, or a contract or subcontract funded in whole or in part by Board funds, and has failed to cure after receiving written notice thereof. As used herein, material default or breach shall mean and include any failure to perform that permits the other party to the contract to either compel performance, or collect damages because of the breach.

##### **2. Debarment by another Agency**

The vendor has been debarred for good cause by another governmental agency.

### **II. Effect of Debarment**

#### **A. General**

Debarred vendors are excluded from receiving contracts, and Board departments shall not solicit offers from, award contracts to, or consent to subcontracts with these vendors, unless the Superintendent, in order to avoid immediate and serious danger to the public health, safety, or welfare, determines that an emergency exists that justifies such action, and obtains approval from the Board. Debarment constitutes debarment of all officers, principals, directors, shareholders owning or controlling ten (10) percent or more of the stock, partners, qualifiers, division or other organizational elements of the debarred vendor, unless the decision to debar is otherwise limited by its terms.

### **III. Notice of Debarment**

#### **A. General**

The Director of Financial Operations shall provide written notice to the vendor of the debarment containing the reasons for the debarment, the length of the debarment (up to three years), and instructions for appealing the debarment to the Superintendent.

### **IV. Appeal Procedure**

#### **A. Appeal to Superintendent**

The vendor may appeal the debarment by filing a written appeal with the Superintendent within ten (10) days of receipt of the notice of debarment, which shall contain the following:

1. Name and address of the vendor and the title or position of the person submitting the appeal;
2. A statement of the facts alleged and the rules, regulations, and law entitling the vendor to relief;
3. A statement indicating the relief requested by the vendor;
4. Such other information as the vendor deems to be material to the issues;

5. Supporting documentation, including a copy of the notice of debarment.

**B. Superintendent's Determination**

After reviewing the vendor's written appeal, the Superintendent shall provide the vendor with a written determination and the basis for the determination with instruction for appealing the determination to the School Board.

**C. Appeal to the School Board**

The vendor may appeal the Superintendent's determination by filing a written appeal with the School Board within ten (10) days receipt of the determination, which shall contain the following:

1. Name and address of the vendor and the title or position of the person submitting the appeal;
2. A statement of the facts alleged and the rules, regulations, and law entitling the vendor to relief;
3. A statement indicating the relief requested by the vendor;
4. Such other information as the vendor deems to be material to the issues;
5. Supporting documentation, including copies of the notice of debarment, the vendor's appeal to the Superintendent, and the Superintendent's determination.

**D. Final Determination**

The vendor shall receive advance written notice of, and will have an opportunity to appear before the School Board at, the meeting when the School Board takes final action. The vendor and the Director of Financial Operations will be offered an opportunity to speak in support of their respective positions at the Board meeting. After considering the written appeal of the Superintendent's determination and the presentations of the parties, the School Board will issue a final determination of the issues raised by the vendor's appeal. The School Board is not required to adopt the determination of the Superintendent. Subsequent to this meeting, the vendor will receive a written copy of the School Board's final determination.