Procurement Procedures

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School Board of Brevard County
Procurement and Distribution Services
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A. GENERALLY.

1. Purpose.

The purpose of these procedures is to provide all Schools and Departments with the policies and procedures to be followed related to procurement and to assist School District employees in the performance of their duties. It is intended to serve as a guide for all School District employees who are directly or indirectly associated with the procurement functions of the School District. These procedures are governed by and in accordance with School Board Policies, State Board of Education Rules, Florida Statutes, and Federal law.

Any questions regarding the interpretation of these policies and procedures should be directed to the Procurement and Distribution Services department. It shall be the responsibility of the Director of Procurement and Distribution Services and Procurement Manager to create, implement and maintain the Procurement Procedures.

2. Mission of Procurement & Distribution Services.

To serve, support, and collaborate with our stakeholders and each other; delivering strategic, timely, and sustainable procurement and distribution solutions that result in added value and ethical stewardship of district resources.

3. Responsibility.

All procurement of supplies, materials, equipment, and services paid for from School District funds, Internal Accounts, or other revenue sources shall be the responsibility of the Procurement and Distribution Services department under the general supervision of the Superintendent or designee.

4. Standards of Ethical Conduct.

a. All employees who perform or are anyway associated with procurement functions must comply with all Board Policies, Florida Statutes, and rules related to standards for ethical conduct.

b. Employees involved in procurements for the District reflect their own reputation and the reputation of the District through dealings and contacts with customers and vendors.

c. All employees have a responsibility to maintain a high ethical standard of conduct and a reputation for courtesy and fair dealings.

d. As a representative of the District, in a procurement capacity, a reputation of fairness and honesty is key to establishing a professional atmosphere in which decisions and evaluations are based on sound business judgment.

e. Each transaction shall be handled objectively, without favoritism or discrimination, and without seeking or dispensing personal favors.

f. In addition to the Board Policies, Florida Statutes, and rules related to standards for ethical conduct, the Procurement and Distribution Services department, has adopted the NIGP: The Institute for Public Procurement Code of Ethics.

5. Governing Regulations.

BPS Procurement is governed by several policies, laws, and codes. This list is not all inclusive. You may view the applicable rules by following the links below:

a. School Board Policies https://go.boarddocs.com/fl/brevco/Board.nsf/Public#

i. School Board Policy 3129 – Conflict of Interest
ii. School Board Policy 3210 – Standard of Ethical Conduct
iii. School Board Policy 3214 – Gifts
iv. School Board Policy 6320 – Procurement and Contracting
v. School Board Policy 6340 – Modifications and Alterations to School Buildings
vi. School Board Policy 6610 – Internal Accounts

b. Florida State Board of Education Rules https://www.flrules.org/

i. State Board of Education Rule 6A-1.012 – Purchasing Policies
ii. State Board of Education Rule 6A-1.013 – Pool Purchases

c. Florida Statutes http://www.leg.state.fl.us/statutes/

i. F.S. 112.313 - Standards of conduct for public officers, employees of agencies, and local government attorneys.
ii. F.S. 112.3148 - Reporting and prohibited receipt of gifts by individuals filing full or limited public disclosure of financial interests and by procurement employees.
iii. F.S. 119.0701 - Contracts; public records; request for contractor records; civil action.
iv. F.S. 119.071 - General exemptions from inspection or copying of public records
v. F.S. 120.57(3) - Additional Procedures Applicable to Protests to Contract Solicitation or Award.
vi. F.S. 218 - Local Government Prompt Payment Act
vii. F.S. 255.0516 - Bid protests by educational boards
viii. F.S. 274 - Tangible Personal Property Owned By Local Governments
ix. F.S. 286.011 - Public meetings and records; public inspection; criminal and civil penalties
x. F.S. 287.055 - Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services; definitions; procedures; contingent fees prohibited; penalties.
xi. F.S. 287.056 - Purchases from purchasing agreements and state term contracts.
xii. F.S. 287.057 - Procurement of commodities or contractual services.
xiii. F.S. 287.084 - Preference to Florida Businesses
xiv. F.S. 287.087 - Preference to businesses with Drug-Free Workplace programs.
xv. F.S. 287.133 - Public entity crime; denial or revocation of the right to transact business with public entities.

xvi. F.S. 295.187 - Florida Veteran Business Enterprise Opportunity Act
xvii. F.S. 787.06(13) - Human Trafficking
xviii. F.S. 1006.27 - Pooling of school buses and other vehicles and related purchases by district school boards; transportation services contracts.
xix. F.S. 1010.04 - Purchasing

d. State Requirements for Educational Facilities (SREF) http://www.fldoe.org/finance/edual-facilities/

e. Federal Grant Guidelines https://www.ecfr.gov

B. PROCUREMENT METHODS.

1. Competitive Solicitation.

Except as authorized by law or rule, competitive solicitations shall be issued for the procurement of commodities and contractual services exceeding the amount established in Rule 6A-1.012(7), FAC. Procurements may not be divided so as to avoid this monetary threshold. Any solicitation for the procurement of commodities, contractual services or leases must include a provision notifying vendors that the Board will not request documentation of, consider, or give any preference based on the vendor's social, political, or ideological interests.

a. Invitation to Bid (ITB).

i. The invitation to bid (ITB) is used when the District is capable of specifically defining the scope of work for which the commodity, group of commodities, or contractual service is required or when the District is capable of establishing precise specifications defining the actual commodity or group of commodities required.
ii. Award is made to the lowest responsive, responsible bidder(s) as defined in the solicitation document.
iii. The requesting site will submit a procurement request with scope of work/specifications. Procurement, in collaboration with the requesting school/department, shall develop the ITB document. It is vital that the requesting school/department communicate their requirements to Procurement by providing clear, detailed, and open specifications that promote maximum and fair competition that result in obtaining best value and ensuring good stewardship of the taxpayer funds. The bid shall contain all applicable terms and conditions prescribed by Federal, State, and School Board rules and regulations. A comprehensive solicitation template has been developed for internal use.
iv. The ITB document is posted to OpenGov, the School District's electronic procurement system. A notice is sent to all firms who have registered to receive notification for the specified commodity or service. In addition, a supplemental list of firms that are not registered can be added to the notification system in OpenGov. The firms complete the required ITB Vendor Questionnaire and submit their response electronically through OpenGov. All bids are due at a specific date and time; Procurement will not accept bids received after the established date

and time. Procurement, often with the aid of the requesting school/department, will evaluate the bids to determine the lowest, responsive, responsible bidder(s) that meet all specifications, terms, and conditions.

v. In accordance with F.S. 287.084, Preference to Florida businesses, shall be applied when the ITB is for the purchase of personal property.

vi. In the event of tie bids, F.S. 287.087 – Preference to Business with Drug-Free Workplace Program shall be applied. If a tie bid remains between two bidders, a coin shall be flipped. If a tie bid remains between more than two bidders, names shall be drawn.

vii. A notice of intended decision showing award recommendation will be posted to OpenGov. The purpose of this posting is to give public notice of the School District's intended decision and to allow any adversely affected firm an opportunity to file a protest within 72 hours of the posting. An agenda item will be submitted to the School Board by Procurement to recommend award of the Invitation to Bid (ITB) after the expiration of the protest period. The ITB process takes approximately ten (10) to twelve (12) weeks.

viii. No additional contract document will be issued or signed in result of a competitive sealed bid. The signed bid document serves as the contract between the district and the vendor.

b. Request for Proposal (RFP).

i. The request for proposal (RFP) is used when it is not practicable for the District to specifically define the scope of work for which the commodity, group of commodities, or contractual service is required and when the District is requesting that a responsible vendor propose a commodity, group of commodities, or contractual service to meet the specifications of the solicitation document. Utilization of this process is applicable where a solution may be variable, and negotiation is permitted following selection. A best value decision may result from this process where price is not the sole determinant for award. In awarding to a proposer pursuant to an RFP, the Board or designee may award to one (1) or more responsive, responsible proposers in accordance with the evaluation criteria published in the RFP.

ii. In an RFP, scope of work and evaluation criteria are listed along with any other requirements. These components are electronically evaluated by an evaluation committee according to the evaluation criteria outlined in the proposal.

iii. The requesting site will submit a procurement request with scope of work/specifications. Procurement, in collaboration with the requesting school/department, shall develop the specifications and evaluation criteria to be used in the RFP; this package shall contain all applicable terms and conditions prescribed by the Federal, State, and School Board rules and regulations. A comprehensive solicitation template has been developed for internal use.

iv. The RFP document is posted to OpenGov, the School District's electronic procurement system. A notice is sent to all firms who have registered to receive notification for the specified commodity or service. In addition, a supplemental list of firms that are not registered can be added to the notification system in OpenGov. The firms complete the required RFP Vendor Questionnaire and submit their responses electronically through OpenGov. All RFP responses are due at a specific date and time; Procurement will not accept responses received after the established date and time.

v. After the RFP responses are received by Procurement, the responses are then distributed electronically through OpenGov to the evaluation committee members for independent review and scoring. Procurement staff facilitates evaluation committee meetings, instructs evaluation committee members on their responsibilities, and ensures that the evaluation process is conducted in a fair, open, and equitable manner. All evaluation committee meetings are public meetings and posted to Procurement's website in advance.

vi. The evaluation committee electronically evaluates the proposals in accordance with the evaluation criteria outlined in the RFP. The firms are ranked and the short-listed firms may be invited to give oral presentations or informal interviews with the evaluation committee. After the presentations/interviews, the evaluation committee electronically evaluates the firms in accordance with the evaluation system or ranking process outlined in the RFP. The evaluation committee reaches consensus upon the choice of the top-ranked firm(s). Oral presentations are closed meetings except for evaluation committee discussions which said date and time will be posted to Procurement's website in advance.

vii. After the top-ranked firm(s) have been determined, a notice of intended decision with the evaluation committee's recommendation will be posted to OpenGov. The purpose of this posting is to give public notice of the School District's intended decision and to allow any adversely affected firm an opportunity to file a protest within 72 hours of the posting. Procurement will conduct contract negotiations in conjunction with applicable stakeholders. After the contract is complete, an agenda item will be submitted by Procurement to recommend award of the RFP and associated contract to the School Board. The RFP process takes approximately fifteen (15) to eighteen (18) weeks.

c. Invitation to Negotiate (ITN).

i. The invitation to negotiate (ITN) is used to select one or more vendors with which to commence negotiations for the procurement of commodities or contractual services. The ITN is used when the School District determines that negotiations may be necessary for it to receive the best value. This process may be utilized when specifications cannot be defined, there may be unknown areas such software or other technology, volatile market trend changes, etc.

ii. In an ITN, scope of work and evaluation criteria are listed along with any other requirements. These components are electronically evaluated by an evaluation committee according to the evaluation criteria outlined in the proposal.

iii. The requesting site will submit a procurement request with scope of work/specifications. Procurement, in collaboration with the requesting school/department, shall develop the specifications and evaluation criteria to be used in the ITN; this package shall contain all applicable terms and conditions prescribed by the Federal, State, and School Board rules and regulations. A comprehensive solicitation template has been developed for internal use.

iv. The ITN document is posted to OpenGov, the School District's electronic procurement system. A notice is sent to all firms who have registered to receive notification for the specified commodity or service. In addition, a supplemental list of firms that are not registered can be added to the notification system in OpenGov. The firms complete the required ITN Vendor

Questionnaire and submit their responses electronically through OpenGov. All ITN responses are due at a specific date and time; Procurement will not accept responses received after the established date and time.

v. After the ITN responses are received by Procurement, the responses are then distributed electronically through OpenGov to the evaluation committee members for independent review and scoring. Procurement staff facilitates evaluation committee meetings, instructs evaluation committee members on their responsibilities, and ensures that the evaluation process is conducted in a fair, open, and equitable manner. All evaluation committee meetings are public meetings and are posted to Procurement's website in advance.

vi. The evaluation committee electronically evaluates the proposals in accordance with the evaluation criteria outlined in the ITN. The firms are ranked and the short-listed firms may be invited to give oral presentations or informal interviews with the evaluation committee. After the presentations/interviews, the evaluation committee electronically evaluates the firms in accordance with the evaluation system or ranking process outlined in the ITN. The evaluation committee reaches consensus upon the choice of the top-ranked firm(s). Oral presentations are closed meetings except for evaluation committee discussions which said date and time will be posted to Procurement's website in advance.

vii. After the top-ranked firm(s) have been determined, The Procurement Department will publicly post the "Finalist List" of Proposers selected by the Evaluation Committee to enter into the Negotiation Phase.

viii. A negotiation team appointed by the Director of Procurement and Distribution Services completes the negotiations and finalizes the contract that is most advantageous to the School District. The Negotiation Team may request and consider additional proposals from the finalist(s) pricing and technical alternatives. The Negotiation Team may prepare a list of questions, which will be discussed with the finalists directly or electronically via E-mail. Best and Final Offers (BAFO) may be requested of the finalists. Negotiations may be conducted with selected Proposers by sequential or concurrent negotiation methods, whichever is considered to be in the best interest of the District. Additional meetings for either method may be necessary for all parties. In determining the best value, the Negotiation Team may re-rank the Proposers. The Proposer's replies will evolve into a format that best meets the needs of the District and the capabilities of the firm. At the final negotiation meeting, a presentation and discussion with the Negotiation team, facilitated by Procurement Staff, may be held with all finalists to clarify any issues and to ensure that every person understands the BAFO request. The Negotiation Team's award recommendation of the contract will be made to the Proposer representing the best value to the District.

ix. Procurement Services will publicly post the final ranking to identify the top ranked firm and award recommendation. District staff will prepare a final contract for School Board approval. After the contract is complete, an agenda item will be submitted by Procurement to recommend award of the ITN and associated contract to the School Board. The ITN process takes approximately twenty (20) weeks.

d. Request for Qualifications (RFQ).

i. **Consultant's Competitive Negotiation Act (CCNA) RFQ**

(a) Pursuant to F.S. 287.055, the CCNA sets forth the process for public announcement and qualification, competitive selection, and competitive negotiation that shall be followed when the District determines it requires a person or entity to provide professional services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping. The same process shall be followed for construction services, including design-build, construction management, and program management.

(b) The following basic procedures shall be followed to procure professional services in those situations to which the CCNA applies. For this section of the procedures, the term "Consultant" means an independent contractor who provides professional services that are subject to CCNA.

(c) If an existing continuing contract cannot be utilized, the requesting site will submit a procurement request with scope of work/specifications. Procurement, with the assistance of the using department, shall develop the scope of services, requirements, and evaluation criteria for the Request for Statements of Qualifications (RFQ). Pricing is not a factor in the evaluation and award recommendation per Florida Statute 287.055. These components are reviewed and scored by an evaluation committee according to the evaluation criteria outlined in the RFQ. This package shall contain all applicable terms and conditions prescribed by Federal, State, and School Board rules and regulations. A comprehensive solicitation template has been developed for internal use.

(d) The RFQ document is posted to OpenGov, the School District's electronic procurement system. A notice is sent to all firms who have registered to receive notification for the specified commodity or service. In addition, a supplemental list of firms that are not registered can be added to the notification system in OpenGov. The firms complete the required RFQ Vendor Questionnaire and submit their responses electronically in OpenGov. All RFQ responses are due at a specific date and time; Procurement will not accept responses received after the established date and time.

(e) After the RFQ responses are received by Procurement, the responses are then distributed electronically through OpenGov to the evaluation committee members for independent review and scoring. Procurement staff facilitates evaluation committee meetings, instructs evaluation committee members on their responsibilities, and ensures that the evaluation process is conducted in a fair, open, and equitable manner. All evaluation committee meetings are public meetings and notices of meetings are posted in advance of the meeting(s).

(f) The evaluation committee electronically evaluates the proposals in accordance with the evaluation criteria outlined in the RFQ. The firms are ranked and no fewer than three firms shall be short-listed and invited to give oral presentations or informal interviews with the evaluation committee. After the presentations/interviews, the evaluation committee electronically evaluates the firms in accordance with the evaluation system or ranking process outlined in the RFQ. The evaluation committee reaches consensus upon the choice of the top-ranked firm(s).

(g) After the top-ranked firm(s) have been determined, a notice of intended decision with the evaluation committee's recommendation will be posted to OpenGov. The purpose of this posting is to give public notice of the School District's intended decision and to allow any adversely affected firm an opportunity to file a protest within 72 hours of the posting. Procurement will conduct contract negotiations in conjunction with applicable stakeholders. After the contract is complete, an agenda item will be submitted by Procurement to recommend award of the RFQ and associated contract to the School Board. The RFQ process takes approximately fifteen (15) to eighteen (18) weeks.

ii. **Non-CCNA RFQ**

(a) A Non-CCNA RFQ shall be utilized for commodities and/or services that are required by the School District, and for which price is not a determining factor. This process may be utilized when definite specifications cannot be written, there may be unknown areas, the District wishes to pre-qualify vendor(s), and/or broad specifications/requirements where additional competition from qualified firms on an as-needed basis are required and in the best interest of the School District.

(b) Award shall be made to one or more respondents in accordance with the evaluation criteria published in the solicitation document.

(c) In an RFQ (Non-CCNA), scope of work and evaluation criteria are listed along with any other requirements. These components are electronically evaluated by an evaluation committee according to the evaluation criteria outlined in the proposal.

(d) The requesting site will submit a procurement request with scope of work/specifications. Procurement, in collaboration with the requesting school/department, shall develop the specifications and evaluation criteria to be used in the RFQ; this package shall contain all applicable terms and conditions prescribed by the Federal, State, and School Board rules and regulations. A comprehensive solicitation template has been developed for internal use.

(e) The RFQ document is posted to OpenGov, the School District's electronic procurement system. A notice is sent to all firms who have registered to receive notification for the specified commodity or service. In addition, a supplemental list of firms that are not registered can be added to the notification system in OpenGov. The firms complete the required RFQ Vendor Questionnaire and submit their responses electronically through OpenGov. All RFQ responses are due at a specific date and time; Procurement will not accept responses received after the established date and time.

(f) After the RFQ responses are received by Procurement, the responses are then distributed electronically through OpenGov to the evaluation committee members for independent review and scoring. Procurement staff facilitates evaluation committee meetings, instructs evaluation committee members on their responsibilities, and ensures that the evaluation process is conducted in a fair, open, and equitable manner. All evaluation committee meetings are public meetings and are posted on Procurement's website in advance.

(g) The evaluation committee electronically evaluates the proposals in accordance with the evaluation criteria outlined in the RFQ. The firms are ranked and the short-listed firms may be invited to give oral presentations or informal interviews with the evaluation

committee. After the presentations/interviews, the evaluation committee electronically evaluates the firms in accordance with the evaluation system or ranking process outlined in the RFQ. The evaluation committee reaches consensus upon the choice of the top-ranked firm(s). Oral presentations are closed meetings except for evaluation committee discussions which said date and time will be posted to Procurement's website in advance.

(h) After the top-ranked firm(s) have been determined, a notice of intended decision with the evaluation committee's recommendation will be posted to OpenGov. The purpose of this posting is to give public notice of the School District's intended decision and to allow any adversely affected firm an opportunity to file a protest within 72 hours of the posting. Procurement will conduct contract negotiations in conjunction with applicable stakeholders. After the contract is complete, an agenda item will be submitted by Procurement to recommend award of the RFQ and associated contract to the School Board. The RFQ process takes approximately fifteen (15) to eighteen (18) weeks.

e. Additional Competitive Solicitation Procedures.

i. **Pre-Bid/Pre-Proposal Conference**

(a) In certain circumstances, a pre-bid/pre-proposal conference will be conducted.

(b) A pre-bid/pre-proposal conference is open to all vendors and provides an opportunity to better understand the solicitation process and ask questions. It is preferable that the meeting take place at least one week after the solicitation is released, and at least one week before the question deadline. If attendance at such a meeting is mandatory, this must be stated within the solicitation document and listed in the mandatory criteria. If the conference is mandatory, only the firm(s) in attendance may submit a bid/proposal.

(c) The Procurement Agent serves as the facilitator of the pre-bid/pre-proposal conference. The conference gives prospective vendors an overview of the project, bringing to their attention important sections of the solicitation document.

(d) The end user may have an opportunity to explain their objectives and make any clarifications regarding the specification and scope of work.

(e) Nothing said during the pre-bid/pre-proposal conference is considered binding unless issued in writing through an addendum.

(f) All questions must be submitted in writing and will be answered in an addendum.

ii. **Addenda**

Once a solicitation has been issued, no changes can be made unless all prospective vendors are notified by means of an addendum, clearly pointing out changes to the scope/specifications or to answer questions or concerns from prospective vendors. The addendum should be posted at least 5 working days prior to the solicitation due date when feasible. Addenda will be approved and signed by the Director of Procurement & Distribution Services or designee.

iii. **Receiving of Solicitation Responses.**

All responses to solicitations are due at the date and time indicated in the solicitation document or subsequent addendum via electronic submittal in OpenGov. The School District will not accept mailed responses unless special circumstances outline mailed responses are acceptable in the solicitation.

iv. **Solicitation Openings.**

Solicitation openings will be conducted virtually and are open to the public. The solicitation opening link is provided in the solicitation document. For competitive solicitations for commodities and contractual services, only the names of the respondents will be read aloud. In accordance with Florida Statute 255.0518, sealed responses received for a competitive solicitation for construction or repairs on a public building or public work, the names of the respondents and the price submitted will be read aloud.

v. **Operational Sustainability.**

Solicitations shall consider, when appropriate, total cost of ownership, lifecycle, sustainability, and scalability. Solicitation templates have been revised to request organizational sustainability information (when appropriate) related to the commodities or contractual services from respondents, and to allow the evaluation committee to review and score the proposed information accordingly.

vi. **Specifications.**

Specification refers to the portion of a solicitation that describes the characteristics of a commodity or service required by the School District. A specification may include requirements for samples, prototypes, inspection, testing, warranty, and packaging.

(a) Authority for Specifications

Since the purpose of a specification is to translate a user's need into the delivery of goods or services, the development of specifications must be completed by the end user. However, prior to release of a specification, as part of a solicitation, Procurement staff must be satisfied that it will result in a fair, open, and equitable competitive procurement.

(b) Types of Specifications

There are several types of specifications. The development, selection, and use of a particular type are dependent on the situation, time, information available, and needs of the end user.

(i) Performance Specifications: Performance specifications are preferred since they describe what a product is to do, rather than how it is to be built. This helps maximize competition. The following are characteristics of a performance specification:

1. A general nomenclature or 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 District will be responsible;
5. Compatibility requirements with existing equipment or programs;
6. Conversion requirements for maintaining current equipment or system until switching to the new equipment or system;
7. Installation requirements;
8. Delivery date;
9. Maintenance requirements;
10. Supplies and parts requirements;
11. Quantity and method of pricing;

12. Supplies and Parts requirements;
13. Training Requirements;
14. Warranty; and
15. Service location and response time.

(ii) Design Specifications: Design specifications are a type of specification that establishes the characteristics an item must possess, including details indicating how it is to be manufactured. This may include engineering plans or drawings, and blueprints. It states to the contractor in prescriptive terms what the contractor must provide to the buyer. Design specifications are normally prepared by architects and engineers for construction or custom manufactured products. The following are characteristics of a design specification:

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

(iii) Brand Name or Equal: When a specification mentions a manufacturer's brand name or model number, it should also include the words "or approved equal." In this regard, "or approved equal" is interpreted to mean, "substantially equal and capable of performing the essential functions of the referenced brand name or model." The use of a manufacturer's brand name or model number listed in the specification should be used for information only and should not intend to limit competition. In cases where "or approved equal" is used as part of a specification, the district reserves the sole right to determine the acceptance of item(s) as "equal." Specifications may be restricted to a specific brand or product when necessary to supplement existing installations or for purposes of supporting a standardization program. Documentation must be provided to Procurement in these instances.

(c) Scope of Work for Services: The following is an outline of the types of information that should be included in a scope of work for purchase of professional or other services:

(i) General Requirements. Describe the contractor's responsibility to provide a service or product, a specific study, design or report for the using school/department.

(ii) Specific Requirements. Address the specific tasks, sub-tasks, parameters, and limitations which must be considered in producing the service or final project. Such factors as the following should be included:

1. Details of work environment;
2. Minimum or desired qualifications;
3. Amount of service needed;
4. Location of service;
5. Definition of service unit;
6. Time limitations;
7. Travel regulations or restrictions;
8. Requirements for Sub-contractors (i.e. certifications);
9. Special equipment required; and
10. Other factors affecting working environment.

(iii) District Provided Materials or Services. List any plans, reports, statistics, space, personnel, or other District provided items that must be used by the contractor.

(iv) 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 of the District for the contractor's performance.

(d) Specifications Do's and Don'ts

(i) DO'S

1. Be specific and detailed in presenting mandatory requirements in providing projects, goods, or services, i.e., licensing, drawings blueprints, bonding requirements, and insurance.
2. State a requirement of fact once and avoid duplication.

(ii) DON'TS

1. Present something as mandatory if it is really optional.
2. Write specifications or scope of work that restrict response to a single bidder.
3. Place bid/proposal administrative or contractual terms in the specification portion of the document.
4. Use specifications provided by a vendor or obtained off the internet from a supplier site.

(e) Preparation and Review of Specifications

Schools/Departments are responsible for the first draft of specifications to be submitted to Procurement. After Procurement has reviewed the specifications and develops the solicitation document, the School/Department will be forwarded a draft for review and sign off.

vii. **Confidential Materials.**

(a) All material submitted becomes the property of the District and may be returned only at the District's option. The District has the right to use any or all ideas presented in any reply to a solicitation. Selection or rejection of any bid/proposal does not affect this right.

(b) The District is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.). Only trade secrets as defined in Section 812.081(1)(c), F.S. or financial statements required by the School Board for road or public works projects as defined in 119.071(1)(c), F.S. (hereinafter "Confidential Materials"), may be exempt from disclosure.

(c) If confidential materials are being submitted, the information must be segregated, accompanied by an executed Confidential Materials Acknowledgement and each pertinent page must be clearly labeled "confidential" or "trade secret".

viii. **Evaluation Committees.**

(a) Evaluation Committees are appointed by the Director of Procurement & Distribution Services or designee with input from the appropriate Cabinet Member.

(b) All Committee Members must attend at least one (1) mandatory training prior to serving on an evaluation committee.

(c) All Committee Members acknowledge their roles and responsibilities.

(d) All Committee Members are required to report any potential conflict of interest situations.

f. Vendor Preference for Certified Veteran Business Enterprises

As authorized by F.S. 295.187, "The Florida Veteran Business Enterprise Act", the Board shall provide a vendor preference in favor of certified veteran business enterprises. The certification of a veteran

business enterprise shall be granted by the Department of Management Services, with the assistance of the Department of Veterans' Affairs, as required by State law. When two (2) or more bids, proposals or replies for procurement of commodities or contractual services, which are equal with respect to all relevant considerations, including price, quality, and service, are submitted and at least one (1) is from a certified veteran business enterprise, priority for award shall be given to the certified veteran business enterprise as defined by F.S. 295.187.In the event two (2) or more certified veteran business enterprises are entitled to the preference, then the award shall be given to the business having the smallest net worth. To the extent that this provision is inconsistent with the provisions of this or any other Board policy, this provision shall prevail.

2. Alternate Source Contracting.

The Board or designee may procure commodities or contractual services from agreements that have been awarded by another governmental agency, by a group of governmental agencies, or as a participant of a group of governmental agencies as allowed by law and when in the best interest of the Board.

a. State of Florida, Department of Management Services.

i. As required by F.S. 1010.04, the Board or designee shall receive and give consideration to the prices available to it under rules of the Department of Management Services, Division of Purchasing. The Board or designee may use prices established by the Division of Purchasing through its state purchasing agreement price schedule under the same conditions for use imposed on state agencies.

ii. The requesting site will submit a procurement request to utilize a State of Florida, Department of Management Services contract. The Procurement Agent will review the website, verify the award information, and obtain the documents identified on the state contract checklist. School Board approval is required for State Contracts with a value of fifty thousand dollars ($50,000.00) or more. Procurement will submit the agenda item for approval. The Director of Procurement & Distribution Services may approve the utilization of State Contracts with an estimated spend less than fifty thousand dollars ($50,000.00).

b. Piggyback from Other Agency or Groups of Agencies, Pool Procurement, Procurement Consortium.

i. The requesting site will submit a procurement request to utilize an agreement awarded by another governmental agency, pool procurement, or procurement consortium. The Procurement Agent will contact the bidding/originating agency to obtain the documents identified on the piggyback checklist. The requesting site in conjunction with Procurement must first verify the proposed agency's bid specifications and award information to ensure that they meet the requirements of the requesting department and District. An electronic bid file is set up containing this information and the approved checklist.

ii. The Procurement Agent will prepare a Request to Utilize letter for the awarded vendor(s) to sign. This letter verifies that the vendor agrees to offer the same bid pricing, terms, and conditions to the District for a specified term. School Board approval is required for Piggybacks with a value of fifty thousand dollars ($50,000.00) or more. Procurement will

submit the agenda item for approval. The Director of Procurement & Distribution Services may approve Piggybacks with a value less than fifty thousand dollars ($50,000.00).

3. **Direct Negotiation.**
   a. The Director of Procurement and Distribution Services or designee shall maintain adequate documentation commensurate with the value of the contract reflecting the rationale for using direct negotiation as the procurement method and the basis for determining that the resulting contract is in the best interest of the District.

   b. Where competitive solicitations have been requested in the manner prescribed by this policy, and the Board, through the Director of Procurement and Distribution Services or designee, makes a specific finding in writing that:
      i. No valid or acceptable firm proposal has been received within the prescribed time, the Director of Procurement and Distribution Services or designee may enter into direct negotiations with a vendor providing such commodities and contractual services. The Director of Procurement and Distribution Services or designee shall document that a re-solicitation is not likely to generate sufficient competition or has been determined to not be in the best interest of the District, and that it has been appropriately sourced to allow for competition.
      ii. Less than two (2) responsive proposals for commodities or contractual services were received, the Director of Procurement and Distribution Services or designee may negotiate on the best terms and conditions or decide to reject all proposals. The Director of Procurement and Distribution Services or designee shall document the reasons that negotiating terms and conditions with a particular vendor is in the best interest of the District in lieu of re-soliciting proposals.

4. **Competitive Solicitation Waived or Not Required.**
   As provided in Rule 6A-1.012, FAC, F.S. 1010.04(4)(a), or other laws, in addition to the methods described herein, the Board or designee may procure commodities and contractual services without requesting competitive proposals, bids, or replies from three (3) or more sources, as set forth below:

   a. **Use of Approved Solicitations or Agreements.**
      Commodities or contractual services must be procured from an awarded or approved solicitation or agreement if one is available. Any deviation must be justified and documented by the principal or departmental director as to the reason for the exception, and pre-approved by the Director of Procurement and Distribution Services. This rule applies to purchases made through all funding sources, including internal funds.

   b. **No Quotes Required.**
      Procurements less than ten thousand dollars ($10,000.00) that are not available from an awarded or approved solicitation or agreement do not require multiple quotations. Quotes are always encouraged to promote competitive pricing.

   c. **Quote Thresholds.**

i. Request for Quotations is an informal process to solicit quotes for commodities or contractual services with standard specifications and valued under the threshold requiring formal competitive solicitations.

ii. Procurements ten thousand dollars ($10,000.00) or more, but less than fifty thousand dollars ($50,000.00) that are not available from an awarded or approved solicitation or agreement require competitive quotes, unless there is an exemption to this requirement as established herein.
   (a) Quotes shall be requested from two (2) or more sources for procurements ten thousand dollars ($10,000.00) or more, but less than twenty thousand dollars ($20,000.00).
   (b) Quotes shall be requested from three (3) or more sources for procurements twenty thousand dollars ($20,000.00) or more, but less than fifty thousand dollars ($50,000.00).
   (c) Quotes shall be in writing. Quotes included in an e-mail from a company e-mail account or on company letterhead, whether in physical or electronic copy, are acceptable. Verbal quotes are not acceptable. A written "No Quote" is acceptable and may count as a solicited quote. Screen prints from websites or advertisements do not constitute as a written quote.
   (d) Quotes are encouraged to be obtained from Minority and Woman Business Enterprises (MWBE). Contact the Procurement Office for assistance in obtaining contact information for such enterprises.

iii. In general, quotes shall be awarded to the lowest, responsive, responsible vendor meeting the specifications and requirements outlined in the Request for Quote document. Award may not necessarily be made to the lowest quote but in the best interest of the School Board.

iv. District staff are encouraged to utilize the Request for Quote Form located on the Procurement Intranet site or request assistance in obtaining quotes through Procurement.

d. Exemptions

i. Exemptions
   Refer to Board Policy 6320, Section B, 4 for further description.
   (a) Information Technology
   (b) Risk Management
   (c) Educational Services/Copyrighted Materials
   (d) PRIDE/RESPECT
   (e) Regulated Utilities
   (f) Grant or Law
   (g) Professional Services
   (h) Maintenance/Service/Warranty
   (i) Other Means

ii. The requesting site will submit a procurement request to utilize a procurement exemption. The Procurement Agent will review the procurement request, supporting documentation, and obtain the documents identified on the Exempt Procurements checklist. School Board approval is required for exempt procurements with a value of fifty thousand dollars ($50,000.00) or more. Procurement will submit the agenda item for approval. The Director of Procurement & Distribution Services may approve the exemption if the estimated spend is less than fifty thousand dollars ($50,000.00).

e. Single/Sole Source

i. The requesting site will submit a procurement request for a single/sole source with the completed single/sole source request form attached. The Procurement Agent will review the request for completeness and may contact other school districts, other vendors, etc. to determine single/sole source status. Upon approval of the single/sole source request, the Procurement Agent shall electronically post an intent to single/sole source which includes a description of the commodities or contractual services sought for a period of at least seven (7) business days. The intent to single/sole source must include a request that prospective vendors provide information regarding their ability to supply the commodities or contractual services described.

ii. If it is determined in writing by the Director of Procurement and Distribution Services or designee, after reviewing any information received from prospective vendors, that the commodities or contractual services are available only from a single/sole source, the Director of Procurement and Distribution Services or designee shall provide notice of the Decision or Intended Decision to enter a single/sole source contract in the manner specified in F.S. 120.57(3), and may negotiate on the best terms and conditions with the single/sole source vendor.

iii. School Board approval is required for single/sole source with a value of fifty thousand dollars ($50,000.00) or more. Procurement will submit the agenda item for approval. The Director of Procurement & Distribution Services may approve single/sole source with a value less than fifty thousand dollars ($50,000.00).

f. Emergency Procurements

i. Pursuant to Board Policy 6320 and Rule 6A-1.012 (12)(e), FAC, the Board or designee may dispense with requirements for competitive solicitations for the emergency purchase of commodities or contractual services when the Superintendent or designee determines in writing that an immediate danger to the public health, safety, or welfare or other substantial loss to the Board requires emergency action. After the Superintendent or designee makes such a written determination, the Director of Procurement and Distribution Services or designee may proceed with the procurement of commodities or contractual services necessitated by the immediate danger, without requesting competitive solicitations. However, such an emergency purchase shall be made by obtaining pricing information from at least two (2) prospective vendors, which must be retained in the contract file, unless the Superintendent or designee determines in writing that the time required to obtain pricing information will increase the immediate danger to the public health, safety, or welfare or other substantial loss to the Board. For emergency procurements that exceed the Board approval threshold specified herein, the Superintendent or designee shall seek ratification by the Board at the next regularly scheduled meeting.

ii. During a declared emergency, the Director of Procurement and Distribution Services or designee will provide authorization to procure needed commodities or contractual services with the issuance of a purchase order or approved use of a P-Card. In the event waiting for a purchase order would present a hardship or use of a P-Card is not an option, the Director of Procurement and Distribution Services or designee will provide written approval to the

department or school allowing the vendor to begin work immediately. A confirming purchase requisition must then be entered by the department or school during the next scheduled day of business. Employees who initiate purchases without first obtaining approval subject themselves to personal liability for payment. The School Board assumes no liability for purchases that were not properly pre-authorized.

5. Electronic Procurements.

The Procurement and Distribution Services department utilizes a third-party electronic procurement system to post solicitations, including addenda, sole source notices, notices of intended decisions, and/or to receive and evaluate responses.

6. Federal Grants/Funds.

a. General

i. The purpose of this section is to clarify Federal requirements and procedures for the procurement of supplies and other expendable property, equipment, real property and services with Federal funds. These standards are developed in accordance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR §200).

ii. Procurement of all supplies, materials, equipment, and services paid for from Federal funds shall be made in accordance with all applicable Federal, State, and local laws and/or regulations, the terms and conditions of the Federal grant, Board policies, and administrative procedures.

b. Definitions

A comprehensive list of definitions can be found at: https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200

c. Code of Conduct

All District employees, officers, and agents who have procurement authority shall abide by the standards of conduct covering conflicts of interest and governing the actions of its employees, officers, and agents engaged in the selection, award, and administration of agreements as established in Policy 3129 and Policy 3210.

d. Procurement Principles

All procurement transactions must be conducted in a manner providing full and open competition and must not restrict competition. Examples of restricting competition include:

i. Placing unreasonable requirements on contractors to qualify to do business.

ii. Requiring unnecessary experience or bonding (refer to the bonding limits identified in the Uniform Administrative Requirements {§200.325}.

iii. Permitting noncompetitive pricing practices between firms or between affiliated companies.

iv. Awarding contracts to consultants on “retainer” contracts.

v. Permitting conflicts of interest in contract awards or administration.

vi. Specifying a brand name product without allowing an equal product to be offered; (and describing the performance requirements that must be met for a product to qualify as an “equal”).

vii. Acting arbitrarily in awarding contracts (in other words, be consistent, fair, and transparent).

viii. Awarding based on local geographic preferences is prohibited unless expressly permitted by regulation of program guidance. (However, geographic location may be a selection criterion when awarding contracts for architectural or engineering services, provided that using such criteria "leaves an appropriate number of qualified firms" to compete for the work, "given the nature and size of the project.")

e. General Federal Procurement Requirements

Conduct all procurement transactions in a manner that maximizes opportunities, increases quality, and reduces the cost of the purchases by:

i. Avoid unnecessary or duplicative purchases of equipment, supplies, and services;
ii. Consider whether it will it save money and/or time to consolidate procurements or to break out to allow for more competition; document the reason for the decision;
iii. Where appropriate, perform an analysis of lease versus purchase alternatives, to determine the most economical approach; document the reason for the decision;
iv. Consider shared services and entering into inter-local cooperative agreements with other governmental agencies, to foster greater economy and efficiency;
v. Encouraging working with Procurement to explore existing state or local intergovernmental agreements; and
vi. Encouraging use of Federal excess and surplus property as a replacement for purchasing new equipment to reduce project costs.

f. Procurement Methods

i. Procurement thresholds are set forth in accordance with 2 CFR 200.320 and Board Policy 6320. In cases where Federal and Board policy conflict, the policy is to utilize whichever is "most restrictive".
ii. Preference to Florida Businesses (Florida Statute, 287.084 (1) and purchases above the Simplified Acquisition Method ($350,000) that qualify for Procurement exceptions set forth in Florida Administrative Code 6A-1.012, Procurement Requirements, are not eligible when utilizing Federal Funds unless specified in 2 CFR 200.
iii. The following table represents a side-by-side comparison of BPS and Federal thresholds and associated procedures:

Federal Dollar Threshold	Prescribed Methodologies for Procurement	BPS	BPS Prescribed Methodologies for Federal Procurement
≤ 15,000	**Micro-Purchase Method** - This method may be used to obtain supplies and services that are valued at less than $10,000 without quotes or formal solicitation. To the extent practicable, the District shall distribute micro-purchases equitably among qualified suppliers.	**<10,000**	**If not available from existing contract, multiple quotes are not required.**

Federal Dollar Threshold	Prescribed Methodologies for Procurement	BPS	BPS Prescribed Methodologies for Federal Procurement
$15,000.01 to $350,000	**Simplified Acquisition Method** - When using this method, non-federal entities must obtain price and rate quotations from an adequate number of qualified sources.	**$10,000 to $49,999**	**$10,000 or more, less than $20,000, Two (2) Written Quotes.** **$20,000 or more, less than $50,000, Three (3) Written Quotes.** The requesting department shall obtain written quotes, identifying the best value for the required commodity or service. Departments are encouraged to source the market and cooperative purchasing contracts to ensure best value. The award shall go to the lowest priced responsible/responsive supplier who meets the requirements of the specifications. When lowest quote is not used, written justification must be approved by Procurement prior to purchase.
$350,000+	**Sealed Bids** - The only selection criteria in awarding a contract is the bid amount, and the contract must be awarded to the lowest bidder. **Competitive Proposals** -This method is used when cost is not the only criteria for evaluation.	**$50,000 or more**	Departments submits Procurement Request and Scope of Work form. Cost or price analysis is required prior to soliciting bids. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers. (2 C.F.R. § 200.321)

iv. **Exemptions**

(a) The Director of Procurement and Distribution Services can authorize an exemption to conform to the Micro Purchase threshold set forth by 2 CFR Part 200. Request must be submitted for approval with adequate justification.

(b) If the terms and conditions of an award allow for exemptions as it relates to open & fair competition below the Simplified Threshold, a copy of the terms and conditions of the award, and justification for request, must be provided to the Director of Procurement and Distribution Services for approval. Considerations for exemptions include:

(i) Has formal mechanisms such as certifications or education in a field. May have won awards for their work and maybe considered an authority in the field.

(ii) Person has published works on reputable sites that can be verified.

(iii) Has credentials and background verified and legitimate by checking references and other sources.

v. **Approval and Modification.** These procedures are administrative and may be changed as necessary by the Director of Procurement and Distribution Services to comply with state and federal law.

g. Formal Solicitation

To eliminate unfair advantage, contractors who develop or draft grantee applications or contract specifications or requirements (or statements of work, invitations for bids or requests for proposals) must be excluded from the competition for that procurement.
The solicitation process must provide for all of the following:

i. A clear and accurate description of the technical requirements for the material, product or service to be procured. Avoid descriptions that contain features which unduly restrict competition;
ii. Requirements which the bidder/offeror must fulfill and all other factors to be used in evaluating bids or proposals;
iii. A description, whenever practicable, of technical requirements in terms of functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards;
iv. The specific features of "brand name or equal" descriptions that bidders are required to meet when such items are included in the solicitation;
v. The type of procuring instruments used (e.g., fixed price contracts, cost reimbursable contracts, purchase orders, and incentive contracts) shall be determined by the recipient, but shall be appropriate for the particular procurement and for promoting the best interest of the program or project involved. The "cost-plus-a-percentage-of-cost" or "percentage of construction cost" methods of contracting is prohibited under the Federal procurement standards and must not be used; and
vi. Contracts shall be made only with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such matters as contractor integrity, record of past performance, pricing, financial and technical resources or accessibility to other necessary resources;
vii. Contractor, applicant or any other entity are required to disclose all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award by completing the Conflict of Interest and Disclosure Form included in the solicitation package;
viii. Procurement is required to keep and maintain records and documentation to detail the history of the procurement, to include:
    (a) Rationale for method of procurement;
    (b) Selection of contract type;
    (c) Basis for your award (Why did you select the contractor or vendor your selected? Why did you reject the others?);
    (d) Basis for the contract price; and
    (e) Any other significant decisions that were a part of the procurement process.

h. Noncompetitive Proposals- Sole Source and Single Source

Procurement through solicitation of a proposal from only one source. Approval must be granted by Procurement by submitting the Sole Source Request Form. The Sole Source Request Form will be reviewed, and if approved, will follow the Sole/Single Source procedures outlined herein.

Note, if the Department is requesting a Sole Source or is purchasing from a cooperative agreement, the department must provide the cost or price estimate as part of the backup documentation for the acquisition. Noncompetitive proposal may only be approved when one of the following circumstances apply:

i. Product/service is only available from a single source.

ii. Inadequate competition after solicitation of multiple sources.
iii. Public Emergency Procurement.
iv. Federal Awarding Agency Authorization (the awarding agency specifically authorizes a non-competitive procurement after a written request from the Non-federal entity).

i. Small and Minority Firms

The District shall take affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible in accordance with 2 C.F.R. 200.321. Affirmative efforts shall include:

i. Placing qualified small and minority business enterprises on solicitation lists
ii. Assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources.
iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business enterprises.
iv. Establishing delivery schedules, where the requirements permit, which encourage participation by small and minority businesses and women's business enterprises.
v. Using the services and assistance, as appropriate, of such organizations, as the Small Business Administration and Minority Business Development Agency of the Department of Commerce
vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in 1-5 of this section.

j. Domestic Preference for Procurement

i. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

ii. For purposes of this section:
   (a) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
   (b) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

k. Procurement of Recovered Materials

BPS is required, when applicable, to procure designated items composed of the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. This applies only to federal grant purchases where BPS purchases $10,000 or more worth of the same or similar items during the course of the fiscal year or where the cost of such items or of functionally equivalent items purchased during the preceding year was $10,000 or more.

l. Cost and Price Analysis

i. Cost or price analysis is required in every procurement in excess of the *Simplified Acquisition Threshold* ($350,000). Before issuing a solicitation and before receiving proposals above the Simplified Threshold, the Department should have developed an independent estimate of the proper price level for the supplies or services to be purchased to avoid paying too much for the services or supplies.

ii. *Cost analysis* is the review and evaluation of each element of cost to determine whether it is reasonable, allocable to that grant program, and an allowable cost for that grant program. *Cost analysis* involves an examination of all the elements used in calculating a contract's total estimated cost. For example, when fixed-price contracts are based on cost estimates, grantee agencies should perform a cost analysis to determine the reasonableness of the prices. Every cost element listed in the vendor's offer must be examined. Additional cost analysis should be done if there are contract modifications that introduce new conditions or more current information is needed.

iii. *Price analysis* involves a comparison of marketplace prices. There are various ways to conduct a price analysis. These include comparing offered prices including discounts with those listed in commercial catalogs, or with those recently submitted for similar services. It can be done, for example, by comparing the price quotes submitted by vendors, or by telephoning other vendors to obtain their market price, or simply by comparing published market prices (such as from a classroom supply catalog, for example).

m. Bonding Requirements

To protect BPS and the Federal Awarding agency, the following minimum bonding requirements have been established for construction or facility improvement contracts and subcontracts exceeding the Simplified Acquisition Threshold:

i. A bid guarantee of 5% of the bid price;
ii. A performance bond in the amount of 100% of the contract price;
iii. A payment bond in the amount of 100% of the contract price.

n. Contract Administration of Federal Grants/Funds

i. The Superintendent or designee shall maintain a procurement and contract administration system in accordance with the United States Department of Education (USDOE) requirements for the administration and management of Federal grants and Federally funded programs. The District shall maintain a contract administration system that requires contractors to perform in accordance with the terms, conditions, and specifications of their agreements or purchase orders.

ii. The employee overseeing the grant shall evaluate contractor performance and document, as appropriate, whether contractors have met the terms, conditions, and specifications of the contract.

iii. If the Contractor does not perform, the School/Department must complete a Report of Unsatisfactory Materials and/or Service and contact Procurement for further assistance.

o. Debarment and Suspension

Contracts & Records will verify that federal suppliers have not been debarred or suspended by verifying that federal suppliers are not listed in the Excluded Parties List System in the System for Award Management (SAM). Verification that suppliers have not been debarred or suspended occurs prior to contract being executed and/or requisition being entered into the financial system.

p. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Refer to 2CFR 200.216

q. Solicitation and Contract Provisions
Solicitations and contracts which pertain to Federal grants/funds shall contain applicable contract provisions.

7. Purchasing Cards (P-Cards).
A separate, detailed Purchasing Card Procedures Manual has been established in accordance with Board Policy 6320. The program includes the establishment, communication, and maintenance procedures for the control and use of such cards including internal controls to monitor compliance with said program. The purchasing card procedures establish guidelines for the use and control of purchasing cards which will be assigned to and utilized by designated employees to procure commodities and contractual services.

8. Purchase Orders.
Each purchase shall be based upon a request originating from the principal or department director, except in emergency situations, when the Superintendent or designee may grant permission for such purchases. Each emergency purchase shall be followed immediately with a confirming purchase order. Each request, or agreement/contract, shall be properly budgeted. The payment of an unauthorized purchase shall be the sole responsibility of the person authorizing the order. The principal or department director may designate his/her purchase order requisition approval authority to an administrator or manager under his/her supervision. Such designation shall not relieve the principal or department director of his/her fiscal responsibility for his/her assigned facility or facilities.

a. Blanket Purchase Orders.
i. A blanket purchase order is created to purchase goods from a specific supplier over a defined period and shall include a "Not to Exceed" dollar amount.
ii. Invoices shall not exceed a "blanket" PO total. Any exceptions must be approved by the Principal or Director, and the Director of Procurement & Distribution Services or designee. These approvals are done via e-mail.
iii. Blanket purchase orders are not open for more than one fiscal year except for Facilities, they may remain open for a longer period.
iv. Blanket purchase orders made out to an employee (E vendor) for reimbursement shall not remain open longer than three (3) months to ensure payment receipts are submitted in a timely manner.
v. In most circumstances, blanket purchase orders shall be against existing term contract vendors if one is available. Non-contract blanket purchase orders shall be less than $5,000 per the district quote threshold.

b. Purchase Order Approval Authority.
i. Purchases less than $200.00 are to be made with a P-Card, check request, or combined in a blanket PO.
ii. Purchase orders from $200.00 to less than $50,000.00 requires review and approval of the assigned Procurement Agent.

iii. Purchase orders from $50,000.00 to less than $1,000,000.00 requires review by the assigned Procurement Agent and the approval by the Director of Procurement & Distribution Services or Procurement Manager.
iv. Purchase Orders $1,000,000.00 and greater requires review by the assigned Procurement Agent and the approval by the Director of Procurement & Distribution Services or Procurement Manager, and the Deputy Superintendent or Chief Operating Officer.

c. Critical Needs.

i. Critical Needs Procurement Requests are reviewed and processed during the fiscal year closeout period when access to the financial system has been cut-off for schools/departments.
ii. School/Department is to submit an approved Critical Needs Procurement Request to Procurement for it to be reviewed in collaboration with Accounting Services prior to being entered. If approved, Procurement will process, if not approved, the form will be returned to the requesting school/department.

d. Confirmation Purchases.

Except as authorized herein, the issuance of a Purchase Order is required for all purchases. School Board Policy and State Board of Education Rules prohibit confirmation transactions because a financial obligation has been created without encumbering funds in advance and receiving Procurement's prior approval to issue a purchase order before material is shipped or services commence. All purchases must be approved in advance by first entering and posting a purchase requisition into the School District's financial system, and having it approved by the appropriate parties described herein and rolled/converted to a purchase order. The payment of an unauthorized purchase may be the sole responsibility of the person authorizing the order.

e. Closing / Cancellations of Purchase Orders

i. Procurement & Distribution Services may close and/or cancel purchase orders at the request of the school or department.
ii. Requests to close or cancel a purchase order may be sent to the Purchase Mailbox, purchase@brevardschools.org.
iii. The request should include the PO number, original PO dollar amount, vendor name, and a brief explanation of the reason for your request to close, cancel, or re-open the PO. Note: A PO can only be re-opened if it has rolled to the current year and the original amount of the PO is available in the budgeted string.
iv. The end user/requestor is responsible to verify that there are no outstanding or pending payments on the PO prior to requesting closure.
v. Once closed/cancelled, Procurement will add a note in the finance system with date, requestor, their department/school, and reason to close or cancel P.O. with initials of Procurement representative editing.

f. Re-Opening Purchase Orders

i. Procurement & Distribution Services may open a purchase order that has previously been canceled or closed at the request of the school/department. Requests to reopen a purchase order may be sent to the Purchase Mailbox, purchase@brevardschools.org. The end user must provide an explanation for the request to reopen.

ii. Procurement will add a note in the finance system with date, requestor, their department/school, and the reason to re-open the P.O. with initials of Procurement representative editing.

iii. Purchase orders can only be reopened in the current fiscal year. If the purchase order was closed in the prior year and not rolled over, the purchase order cannot be reopened.

iv. Purchase orders can only be reopened if the original amount of the PO is available in the budgeted string.

9. Advance Payments.

To ensure adequate protection to the Board that commodities and contractual services will be provided, advance payment for commodities and contractual services is discouraged. With adequate safeguards, however, the Board may approve advance payments for agreements requiring Board approval; the Superintendent or designee may approve advance payments for agreements requiring the Superintendent's approval; and the Director of Procurement and Distribution Services or designee may approve advance payments for all other agreements, as follows:

a. For maintenance agreements, software license agreements, subscriptions, agreements to reserve space, and certain other commodities or contractual services, when advance payment will result in a savings to the Board equal to or greater than the amount the Board would earn by investing the funds and paying in arrears, or where those items are essential to the operation of the Board and are available only if advance payment is made; or

b. In accordance with the Board's travel policy.

10. Cone of Silence.

a. The Cone of Silence procedures are detailed in their entirety in Board Policy 6320, Section B, 10 titled "Cone of Silence".

b. The Director of Procurement & Distribution Services provides a monthly Procurement Cone of Silence Report to the Board. The Cone of Silence Report lists solicitations that Procurement is currently working on.

11. Protests Arising from Solicitation or Contract Award Process.

Protest procedures are detailed in their entirety in Board Policy 6320, Section B, 11 titled "Protests Arising from Solicitation or Contract Award Process."

C. AGREEMENTS.

1. Definitions.

a. An "agreement" sets forth the understanding between two (2) or more parties that is intended to have legal effect and to which the parties agree to be bound. Agreements document the mutual

understanding between the parties as to the terms and conditions of their agreement, contain mutual obligations, and clearly state the agreement's consideration.

b. The term “consideration” includes the cost of the services and/or products to be provided by second party (vendor or service provider) and any non-monetary performance.

c. No school, department, or other organizational unit has authority to contract in its own name. All Board agreements must be made in the legal name of the Board, "The School Board of Brevard County, Florida." The school or department may extend this name to include the school or department as follows, "The School Board of Brevard County, Florida o/b/o (insert the school or department name)" where o/b/o means "on behalf of."

2. Agreement Review.

All agreements pertaining to the procurement of commodities and contractual services, including non-monetary contract and agreements where non funds are expended by the District shall be submitted to Procurement Services for review prior to execution. Procurement Services shall coordinate review by the Office of Legal Services, Risk Management, or other appropriate departments, as required, to ensure legality, compliance with Board policy, and protection of the Board’s interests before the authorized signatory may execute the agreement.

3. Agreement Legal Review Requirements.

a. It is advised that all agreements are completed on one of the District’s standard agreement templates which has been approved by Legal Services for internal use.

b. The requesting site will submit a procurement request. Procurement in collaboration with the cooperation of the requesting school/department, shall obtain all information necessary to be used in the agreement.

i. If the standard agreement template is used without changes, Procurement can move forward with obtaining appropriate signatures and maintain a fully executed electronic copy.

ii. If vendor has any requested revisions to the District’s agreement template, the revisions must be reviewed and approved by Legal Services. Risk Management will review any revisions or exceptions for insurance and indemnification. A copy of such approvals will be saved electronically with the agreement file.

iii. If vendor insists that the District utilizes their agreement, the vendor provided agreement must be approved by Legal Services. A copy of such approvals will be saved electronically with the agreement file.

D. APPROVAL AND SIGNATURE AUTHORITY.

1. Board Approval.

All agreements and solicitation awards, including revenue based, with a value of fifty thousand dollars ($50,000.00) or more, and any associated renewals, shall be submitted through Procurement to the

Board for approval at a regular or special meeting and once approved, signed by the Director of Procurement & Distribution Services, or designee.

a. Board Agenda Process.

Procurement submits procurement agenda items to the Board for approval through either the Procurement Solicitations or Department/School Initiated Agreements agenda. Procurement receives a signed recommendation form and input from the school/department for the agenda.

2. Delegated Authority.

a. Superintendent.

All agreements and solicitation awards with a value of twenty-five thousand dollars ($25,000.00) or more, but less than fifty thousand dollars ($50,000.00) shall be approved by the Superintendent or designee.

b. Cabinet.

All agreements with a value of ten thousand dollars ($10,000.00) or more, but less than twenty-five thousand dollars ($25,000.00) shall be approved by an Assistant Superintendent or Cabinet Member.

c. Director of Procurement and Distribution Services

The Director of Procurement & Distribution Services may approve the following:

i. Utilization of State of Florida, Department of Management Services or Piggyback from Other Agency or Groups of Agencies with a value less than fifty thousand dollars ($50,000.00).
ii. Extension of solicitations or agreements for up to six (6) months, to allow time for a new solicitation or agreement to be awarded.
iii. Approval and issuance of all Purchase Orders.

d. Department Directors/Principals.

All agreements with a value of less than ten thousand dollars ($10,000.00), including non-monetary, shall be approved by a Department Director or Principal.

e. Renewals

Renewals shall follow the same approval and signature authority as the original agreement unless the renewal placed the total value of the agreement into a different authority level.

f. Amendments.

I. Amendments shall follow the same approval and signature authority as the original agreement unless the amendment places the total value of the agreement into a different authority level.
II. The Superintendent or designee is authorized to approve contract amendments and change order which are non-monetary or in the cumulative amount of twenty percent (20%) or fifty thousand dollars ($50,000.00), whichever is less, of the original contract's amount that was previously approved by the School Board.

g. Unauthorized Agreements.

The Board will not recognize an agreement as binding unless executed by an authorized employee in accordance with this policy. Vendors that enter into an agreement are required to determine if the person purporting to execute an agreement on behalf of the Board or the Board on behalf of a school or department is authorized to do so. Employees who enter into agreements without authority may be personally liable for such agreements, whether oral or written. Employees who enter into unauthorized agreements may be subject to disciplinary action up to and including dismissal from service.

E. AUTHORITY TO DEBAR OR SUSPEND.

Authority to Debar or Suspend procedures are detailed in their entirety in Board Policy 6320, Section E, titled "AUTHORITY TO DEBAR OR SUSPEND."

F. CONTRACT ADMINISTRATION

Contract administration involves those activities that begin after the award of the contract. Its purpose is to assure that the contractor's and agency's performance is in accordance with the terms and conditions of the contract. It encompasses all dealings between the School District and the contractor from the time the contract is awarded until the work has been completed and accepted or the contract terminated, payment has been made, and disputes have been resolved. Contract administration is the primary part of the procurement process that ensures the School District receives what it paid for.

1. Contract Spend Tracking

Procurement will track contract spend for contracts that have a not to exceed amount. When a contract is approaching its maximum value, Procurement will notify the appropriate department/school so that discussion can be had to determine if the contract value will need to be increased. When evaluating contract spend, Procurement will look at the spend for the fiscal year.

2. Contract Types

In relation to contract administration, there are several common types of contracts: Purchasing Card Transactions, Purchase Orders, Blanket Purchase Orders, Independent Contractor Agreements, Services Agreements, Memorandums of Understanding, Awarded Competitive Solicitations, Contracts for Services, Leases, Software, Construction, and Professional Services.

3. Contract Administrator

a. Contract administration is part of the overall procurement process, however, this responsibility has been decentralized to the end user schools / departments.

b. The Contract Administrator should generally be the District employee who is the end user of the contract, the staff member who has a vested interest in the outcome of the procurement, and who will be responsible for ensuring the proper adherence to all contract specifications by the contractor. When necessary, the Contract Administrator by title or name will be specified within the contract. It is the responsibility of the assigned Contract Administrator to perform contract administration duties.

c. The nature and scope of contract administration will vary from contract to contract. It can range from the minimum acceptance of a delivery and payment to the contractor to extensive involvement by program, audit, and procurement officials throughout the contract term. Factors influencing the degree of contract administration include the nature of the work, the type of contract, and the experience and commitment of the personnel involved. Depending upon the complexity of the contract, a contract administration team may be appointed that may include but not limited to: Procurement, subject matter experts, project managers, consultants, engineers, and legal counsel.

4. Post Award Activities

Post award activities that occur between the School District and contractor may include some or all of the following activities: post award conference, monitoring and review of contractor performance, monitoring quality, monitoring schedules, monitoring conflicts, monitoring budget and payment, monitoring risk of failure, monitoring subcontracts, monitoring data, monitoring reports, monitoring acceptance, and close-out.

5. Delivery, Inspection, Acceptance and Rejection

a. Delivery of Goods

i. The Contract Administrator should have a clear understanding of the shipping terms, maintain a copy of the purchase order or award document, and shall be responsible for ensuring the vendor complies with the shipping terms stated in the purchase order or contract.

ii. Unless otherwise specified contractually, the School District requests all goods be shipped F.O.B. Destination, with all shipping charges pre-paid and allowed. F.O.B. Destination means that title passes when goods are received on site at the location as designated by the contract. Pre-Paid and allowed means that all shipping charges are included in the quoted prices.

iii. The contractor may be required by the contract to deliver in a specific manner such as one of the following: tailgate only, at dockside only, deliver on pallets, make inside delivery by floor and room number, deliver, install, and remove all debris, or deliver at only certain specified hours. Delivery instructions should be made clear in the purchase order or award documents specifying any conditions or issues impacting delivery such as restrictive loading areas or limited elevator access.

iv. Delivery must be made by the date or period specified in the PO and/or contract or the contractor may be considered to be in default.

b. Inspection

i. The Contract Administrator is responsible for inspecting and accepting goods or services purchased by their school or department. Inspection ensures that the contract is fully performed by guaranteeing that the product or service is received in the correct quality, correct quantity, and in a timely manner. Proper receiving and inspection techniques provide for the early detection of defects and allow for corrective action to be taken.

ii. Inspection of received goods may include but not be limited to receiving personnel to look for shipping damage, count the quantities, and noting that the items have been received. On the contrary, some purchases of goods or services may include one or more of the following inspection techniques: after-delivery inspection, in-process inspection, final inspection, sampling inspection, technical testing, and first-article testing.

iii. It is the Contract Administrator's responsibility to promptly inspect deliveries for shipping damage at the receiving location. Concealed damage or latent defects should be reported to the contractor immediately upon discovery and prior to removal from the point of delivery, if possible. If latent defects are found, the contractor is responsible for replacing the defective goods within the delivery time originally stated in the solicitation and is liable for any resulting expenses incurred by the School District. For any latent defects that exceed the originally stated delivery time, the Contract Administrator shall contact Procurement.

c. Acceptance

i. The acceptance process is a critical part of contract administration. Acceptance entitles the contractor to payment and often limits the rights of the School District to seek remedies if defects are found at a later date. In order to seek remedy after a good or service has been accepted it would have to be determined to be a latent defect or fraud.

ii. Notification of the acceptance should be completed in the School District's financial system by 'receiving' on the good or service that is being accepted. Timely and proper payment of invoices requires expedient review and acceptance of the delivery against the terms of the purchase order or contract.

d. Rejection

i. Rejection of goods or services is the responsibility of the Contract Administrator. Rejection should generally occur whenever the goods or services do not comply with contract requirements.

ii. In the event of a partial or total rejection, and when warranted, the Contract Administrator shall immediately notify the contractor as to the reasons for rejection and to request prompt action to correct the problem within a reasonable timeframe. Depending on the contract, further discussions with and the provision of additional documentation may be required by Procurement.

6. Invoices and Payments

a. Invoices

i. Invoices must be date and time stamped upon receipt.

ii. Invoices must be in the same vendor name as it appears on the purchase order.

iii. Invoices must be thoroughly reviewed to ensure that what is billed is accurate based on services rendered/goods received and what was agreed upon in the contract/purchase order. Invoices should only be recommended for payment approval if the nature, type, and quantity of effort or materials being expended are in general accord with the progress of work under the contract.

iv. The vendor must provide appropriate backup documentation with the invoice remitted for payment. For time and materials contracts, it is essential that billed costs be analyzed (and challenged when appropriate) prior to approval for payment. Invoices should specify the amount and type of labor that is contained in the contract with the associated rates and the material costs so that verification of contract terms and pricing can be accomplished. The material costs should be supported with documentation as required in the contract (i.e., price list or vendor's cost).

b. Payments

i. Payments are made in accordance with the Florida Prompt Payment Act for prompt payments (F.S. 218.73 and 218.735).

ii. In general, payments for supplies and services takes place upon the successful completion of some portion or all of the work required by the contract. Depending on the complexity and variety of the supplies and services, the contract may include one or more of the following types of payments: partial, progress, milestone, advance, withholding, and completion.

7. Contract Modifications (Amendments and Change Orders)

All contract amendments and change orders require Procurement review and approval. Any request for change affecting price, quality, quantity, delivery, term, or cancellation requires additional discussion and documentation. Superintendent or School Board approval may be required.

8. Contract Renewal and Extension

a. Renewal

Contracts may contain a renewal clause describing the conditions under which it may be renewed for a stipulated period.

b. Extension

Contracts may be extended by mutual consent in writing for a limited period of time, not to exceed six (6) months.

9. Contract Terminations

a. Termination for Convenience

Termination for convenience is a contract clause which may be contained in the contract language that would allow for a contract to be terminated in accordance with contract provisions with no reflection on the vendor's performance. The effective termination date and the extent of termination must be specified in writing to the contractor in accordance with the terms and conditions within the contract. Termination for convenience will require additional discussion and documentation with Procurement. In addition, Superintendent or School Board approval may be required.

b. Termination for Default

Termination for default is a contract clause which may be contained within the contract language that would allow for a contract to be terminated due to the failure of contractor to perform satisfactorily. The right to terminate for default is contingent upon two factors: (1) reasonable grounds for termination or (2) noncompliance with certain procedural notification requirements. Documentation is crucial in this process, including but not limited to working with Procurement to file unsatisfactory reports with the vendor. Termination for default will require additional discussion with and the provision of documentation to Procurement. In addition, Superintendent or School Board approval may be required.

10. Vendor Performance Complaints

Complaints and/or discrepancies on vendor performance should be reported as they occur using the Report of Unsatisfactory Materials and/or Service (see appendix). Vendors are requested to respond within ten days. Failure to respond, or an unsatisfactory response, could result in the District's withholding payment on invoices, termination of the contract, or it could negatively impact the contractor's future business with the School District. Reports of Unsatisfactory Materials and/or Service are necessary in order for Procurement to develop vendor history, evaluate vendor performance, and, if required, to take appropriate and timely action.

11. Other Contract Administration Factors

a. Record Keeping

i. Records shall be maintained for each contract that contains the following where applicable: the contract and any modifications, all contract correspondence, inspections, records, memos and notes of conversations with the contractor, invoices/vouchers, supporting documentation, and travel reports.

ii. All key stakeholders with the school/department shall have access to and understand all contract milestones, commitments, and obligations.

iii. If requested, the school/department shall be able to demonstrate that all contract related commitments and obligations are in compliance.

iv. If problems with a contractor persist after attempts have been made to seek correction, Procurement shall be contacted with the complaint to seek formal remediation.

b. Consultant Services

When the services of a consultant are utilized, especially when analysis and research are involved and the contractor's performance results in a written report or other document (i.e., the deliverable), it is imperative that the Contract Administrator periodically check the contractor's performance and assure that it is progressing to the degree anticipated. Crucial milestones or progress reports may be required to be submitted by the contractor in the solicitation which would assist in post-award administration of the contract. If performance is found not to be up to expectations, the contractor shall be given a "cure" notice with specific guidance on what must be done to adequately meet performance expectations.

c. Revenue Based Contracts

Revenue based contracts allow the School District to share in the revenues certain activities generate rather than require any expenditure of funds. Commissions normally are based as a percentage of sales. It is imperative that the School District have the ability to verify sales under agreements of this type to ensure that the School District is obtaining the correct percentage of profits.

d. District-Wide Contracts

District-Wide contracts include terms and conditions and pricing schedules to be utilized by all Schools and Departments. District-Wide contracts may not have an assigned Contract Administrator. Schools and Departments who use these contracts will generally be responsible for the contract administration responsibilities.

e. Contract Assignment

Assignment is defined as the legal transfer of a claim, right, interest, or property. In the event of a merger, acquisition, or other business decision of an existing vendor who holds a formal contract with the District, a contract assignment must be completed to formally transfer the responsibilities of the contract to the new entity. Procurement utilizes a contract assignment template to be used in these cases.

G. ADDITIONAL PROCEDURES.

1. Procurement Performance Measures

Procurement monitors a variety of performance measures that measure output, outcome, and efficiencies. Some of procurements performance measures are included in the District strategic plan, Goal 4: Operational Efficiency. Measures and metrics will be reviewed annually to identify trends, evaluate performance, and make any necessary adjustments. Performance measures and metrics are tracked in Smartsheet. Data is compiled from a variety of sources including, but not limited to OpenGov, Procurement Requests, Vendor Sources, P-Card financial system, enterprise financial/resource system.

2. Procurement Request

a. Procurement Requests are submitted through the Procurement Smartsheet form which is located on the Procurement Internal website and is the first step for procurement action when one of the following conditions exist:

i. the estimated annual spend is $50,000.00 or greater
ii. formal solicitation
iii. agreement requiring a signature, regardless of dollar value
iv. requests for quotes for purchases under $50,000.00
v. a sole source procurement with estimated spend $10,000.00 or greater
vi. piggyback contract with estimated spend $10,000.00 or greater
vii. state contract with estimated spend $10,000.00 or greater
viii. bids waived (exempt) request with estimated spend $50,000.00 or greater

b. Procurement Requests will be assigned to a Procurement Agent along with a tracking number once approved by the site's approver (Director or Principal). The Procurement Request must have a detailed description of the goods or services desired, include a total estimated annual spend of the good or service, and include a budget string for funding source.

3. Peer Review Process

The following is the internal peer review process by document type:

a. Agreements/Amendments

i. Prior to sending the agreement/amendment to the vendor, the Procurement Agent shall have a peer complete a review.

ii. If the agreement/amendment will go to the Board, the Procurement Agent will also send to the Procurement Manager for review after a peer has reviewed.

iii. E-mails and documents related to peer review will be saved electronically in the Agreement file to document the approval.

b. Solicitations, Addenda, Notices of Intent, Piggybacks, Renewals, Extensions, Etc.

i. The Procurement Agent shall have a peer complete a review.

ii. After the peer has reviewed, the Procurement Agent will send to the Procurement Manager for review.

iii. After the Procurement Manager has reviewed, the Procurement Agent will send to the Director of Procurement & Distribution for final review and approval to publicly issue the document.

iv. E-mails and documents related to peer review will be saved electronically in the solicitation file to document the approval.

4. Smartsheet

Smartsheet is the official contract database and contract publishing platform. All contracts executed by the vendor and the district, renewal documents, and bid info sheets (as necessary) will be attached to the Smartsheet entry. Since Invitations to Bid do not have a separate contract from the bid submittal, the vendor's signed bid response will be uploaded in lieu of a contract.

5. Electronic File Management

a. File management is a core responsibility of all Procurement staff. All vendor and contract files are maintained electronically on the Procurement shared drive. The Procurement shared drive is only accessible by Procurement & Distribution Services staff. Procurement & Distribution staff understand that some files or documents may include sensitive or confidential information and will maintain proper security of such information. Procurement staff should always consult Procurement management if they are unsure if a document should be released through a Public Records Request. Contract numbers will have an eight or nine alphanumeric nomenclature for identification. The first two digits represent the calendar year, the next four digits represent the sequence number for the calendar year, the next one or two alphas represent the contract type, and the final two alphas represent the staff member who was responsible for its administration. For example:

25-0033-B-SH – This is a contract created in fiscal year 2025, the 33rd contract number assigned, an invitation to bid, and was administered by Sean Hynes.

b. The following are the contract types:

A	Agreement
B	Invitation to Bid
P	Request for Proposal
Q	Request for Qualifications
N	Invitation to Negotiate
I	Request for Information
QT	Request for Quotations
PB	Piggyback
SS	Sole Source
SC	State Contract
BW	Bids Waived/Exemption (to be used when an agreement is not present)

c. For competitive solicitations, template folders are created which will include all the standard documents needed for that type of solicitation. For contracts and awards based on available competitive exemptions, all pertinent information relating to the award and contract must be saved in the electronic file. File checklists are available to be used as a quality control check.

d. All documents in the solicitation/contract file must have consistent file names to include the contract number and the type of document. For example: 25-0033-B-SH Tabulation Sheet. Fully executed documents should include "Fully Executed" in the title.

6. Purchase Order Roll Process

The Procurement Clerk rolls requisitions into purchase orders at approximately 10:00 AM and 2:00 PM. After the roll process, purchase orders are automatically emailed to vendors and requestors. The Procurement Clerk logs the PO's rolled on Smartsheet for the appropriate fiscal year.

7. Procedure Review

Procurement Procedures will be reviewed by the Director of Procurement & Distribution Services annually to determine if they comply with applicable laws and meet the needs of the District. The occurrence of the review, any revisions and final approval by the Director of Procurement & Distribution Services shall be documented. Any revisions will be communicated to Procurement and District staff in a memo and/or training, as appropriate.

8. Training

a. Procurement Staff

i. Procurement staff will receive training on BPS procurement policy and procedures annually, or whenever a revision occurs.

ii. New employees will be trained on existing policy, procedures, and processes. In addition, new employees will receive hands-on training from other procurement team members.

iii. Whenever procurement staff receive training, an acknowledgement statement will be signed indicating the employee's receipt and understanding of the requirements, and the effective date.
iv. Based on department budget, procurement staff are eligible to attend procurement and other beneficial trainings to enhance knowledge and broaden skills. Professional certification is also encouraged and supported.

b. School and Department Staff

i. Procurement will offer training to school and department staff periodically; when policy, procedures or processes are revised; or for new staff. Procurement will strive to offer training to school and department staff at least once annually.

c. Vendor

i. Procurement will strive to offer training to vendors at least once annually.

9. Florida Division of Corporations (Sunbiz)

a. Generally, the following statements govern when a vendor must be actively registered with the Florida Division of Corporations (Sunbiz):

i. Vendor is incorporated in Florida, and has a physical presence in Florida, they **must be registered with Sunbiz.**
ii. Vendor is incorporated in another state, but has a physical presence in Florida, they **must be registered with Sunbiz.**
iii. Vendor is incorporated in another state, but has NO physical presence in Florida, they **do not have to be registered.** Example: Buying a widget from South Dakota, shipped to the BPS school by a 3rd party freight company.
iv. Vendor is incorporated in another state, but has a physical presence in Florida, but the transaction is isolated, not to be repeated, and will be completed in 30 days; if Procurement and Legal concurs, they **do not have to be registered**.

b. The "legal" name must be used on all agreements.

c. When a vendor has a fictitious name, it is appropriate to site the legal name of the vendor followed by a "doing business as" designation.

Example: Adventist Health System/Sunbelt, Inc., d/b/a Florida Hospital

10. Vendor Authorized Representative

a. Agreements shall be signed by a vendor authorized representative.

b. The vendor authorized representatives shall be listed as an officer or registered agent on Sunbiz or provide documentation signed by a named officer or registered agent stating that the individual signing the agreement is authorized to sign.

11. Vendor Management

a. Application Process

i. Schools or departments must initiate the registration of new vendors. BPS does not pre-register vendors.
ii. The vendor application form is available on the Procurement & Distribution Services internal site.
iii. The requesting school/department would send the vendor the vendor application and request a current W-9 form.
iv. Once the requesting school/department receives the fully completed vendor application and current W-9, the school/department should complete the requesting school/department section and send the request to the Purchase Mailbox, purchase@brevardschools.org.
v. The Procurement Clerk will review the vendor application and W-9 for completeness, and forward to the appropriate Procurement Agent (based on the commodity list) to approve the vendor application.
vi. The Procurement Agent will review the vendor application and verify the requirements in their section and approve the vendor application.

b. Adding Vendors

i. Procurement & Distribution Services may add a vendor in our Finance System at the request of the end user school/department.
ii. A vendor application and W-9 must be submitted as the request.
iii. Alternative Vendor Requests (Employee, Refund, Reimbursement, and Student) do not require a W-9 to be submitted.
iv. Vendor requests for lawsuit settlements do not require completion of a vendor application.
v. Requests to add a vendor may be sent to the Purchase Mailbox, purchase@brevardschools.org.
vi. The Procurement Clerk will add the vendor with a note in the Finance System to include the date that the vendor was added, requestor, their department/school, and initials of Procurement Clerk.
vii. The vendor application with W-9 will be filed in the Procurement shared drive.

c. Updating Vendors

i. Procurement & Distribution Services may update a vendor in our Finance System at the request of the vendor or end user school/department.
ii. Changes to name or FEIN# will require an updated vendor application and W-9.
iii. Changes to primary and remit address will require an updated W-9. A vendor application may be required, if we have not received an updated vendor application and W-9 within 1 full year.
iv. An email or vendor memo is acceptable to change the contact name or phone number. A vendor application and W-9 may be required if we have not received an updated vendor application and W-9 within 1 full year.
v. Requests to update a vendor may be sent to the Purchase Mailbox, purchase@brevardschools.org.
vi. The Procurement Clerk will update the vendor with a note in the Finance System to include the date of update, requestor (either vendor or the department/school), the explanation of the update, and initials of Procurement Clerk.

vii. The vendor application with W-9 and any associated update documentation will be filed in the Procurement shared drive.

d. Solicitation Responses

i. Procurement & Distribution Services may request the completion of a W-9 and Vendor Application from each respondent submitting a response through the OpenGov portal.
ii. The submitted forms will be filed in the appropriate solicitation folder.
iii. After the solicitation has been awarded, the Procurement Agent will send awarded vendors' paperwork to the Procurement Clerk for processing.
iv. The Procurement Clerk will create or update, as applicable, the vendor in the Finance System to include the date of creation or update, the reason for creation or update, and initials of Procurement Clerk.

e. Activating Vendors

i. Procurement & Distribution Services may activate a vendor in our Finance System at the request of the end user school/department.
ii. Requests to activate a vendor must include the vendor name and a brief explanation of the reason for your request to activate. A vendor application and W-9 are required prior to reactivation.
iii. Requests to activate a vendor may be sent to the Purchase Mailbox, purchase@brevardschools.org.
iv. The Procurement Clerk will update the vendor with a note in the Finance System to include the date of update, requestor, their department/school, the explanation of the update, and initials of Procurement Clerk.
v. The vendor application with W-9 and any associated update documentation will be filed in the Procurement shared drive.

f. Inactivating Vendors

i. Procurement & Distribution Services may inactivate a vendor for a variety of reasons.
ii. Requests to inactivate a vendor may be sent to the Purchase Mailbox, purchase@brevardschools.org.
iii. Requests to inactivate a vendor must be routed to Procurement Management for written approval, unless it is due to a replacement vendor due to FEIN # change.
iv. Procurement & Distribution Services may choose to place a vendor on a temporary hold status. Temporary holds do not require management approval.
v. Vendors who have had no activity for 2 full years will be automatically inactivated.
vi. Written approval for inactivation from management will be filed in the Procurement shared drive.
vii. The Procurement Clerk will inactivate (if not automatic) with a note in the Finance System to include the date of inactivation, requestor, their department/school, the explanation of the inactivation, and initials of Procurement Clerk.

g. Vendor Management Quality Control

Through sampling, Procurement will verify completeness and accuracy of active vendors' files and adherence to vendor management procedures.

12. Vendor References

Periodically vendors of the District will use BPS as a reference in obtaining new business. When providing references, Procurement and other district staff should ensure all information is factual. Common information to provide is if vendor has/had a contract with BPS, dates the contract is/was valid, and approved dollar value. Any information provided regarding performance must be verifiable. No BPS employees should provide any testimonial to a vendor.

13. Check Requests

Check Requests is the process by which a vendor's invoice is paid directly via a check without the use of a purchase order. Certain payments do not require purchase orders and may be made by submitting a completed Check Request form to Accounting Services. Accounting Services, in collaboration with Procurement, maintains a list of those payments that do not require purchase orders.

14. Public Records Requests

a. Procurement staff will advise vendors or other parties requesting documents to submit a Public Records Request through Government & Community Relations.

b. Requests from procurement colleagues from other agencies may be provided directly by procurement staff without requiring a formal Public Records Request.

c. Public records requests pertaining to procurement will be directed to the Director of Procurement & Distribution Services.

d. Procurement & Distribution Services Administrative Secretary serves as the public records requests contact for the department.

15. Insurance Requirements

a. The Director of Employee Benefits and Risk Management is responsible for the provision of standard insurance requirements to be included in all competitive solicitations and agreements / contracts.

b. The Certificate of Insurance shall be issued with the "School Board of Brevard County, Florida" as an additional insured and must contain a provision for notification to the Board thirty (30) days in advance of any material change in coverage or cancellation. Any deviations must be approved by the Director of Employee Benefits and Risk Management.

c. All Certificates of Insurance (COI) must be sent to Procurement for tracking. Procurement will maintain an electronic list tracking the expiration dates of certificates. When required by solicitation or agreement, Procurement will ensure a valid COI is on file prior to approving a Purchase Requisition.

16. Fingerprinting Requirements

a. The Office of District & School Security is responsible for capturing the fingerprints of all contractors working on Brevard Public School property as mandated in the Jessica Lunsford Act Florida State Statute 1012.468.

b. Hours and payment instructions for Contractor/Jessica Lunsford/Vendor Fingerprint and Badge are located on District & School Security's website.

c. Procurement works to ensure that all competitive solicitations, agreements / contracts, and purchase order terms and conditions include language regarding the Jessica Lunsford Act Requirements.

H. DEFINITIONS.

Addendum/Addenda: A written change, addition, alteration, correction, or revision to a bid, proposal, or contract document. Addendum/Addenda may be issued following to answer questions or as a result of a specification or work scope change to the solicitation.

Advertisement: A formal announcement of a Solicitation usually placed in a newspaper and/or on the Internet.

Amendment: A written order to the contractor for Goods and Services signed by the School Board Chairman, and/or Superintendent (in accordance with signature authority), issued after the execution of a contract, authorizing a change in the work or an adjustment in the contract sum or the contract time as originally defined by the contract documents. An agreed addition to, deletion form, correction, or modification of a document or contract. To revise or change an existing document; a formal revision, improvement, or correction.

Bid: An offer submitted by a prospective vendor in response to an Invitation to Bid, issued by Procurement & Distribution Services; becomes a contract after approval by the School Board.

Blanket Purchase Order: A purchase order issued to a vendor, for a prescribed period of time and a prescribed dollar amount, or just a prescribed dollar amount, to allow the school/department authorized on the order to secure item(s)/service(s) directly from the firm as needed at the prices, terms and conditions specified on the order.

Business: Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity which has commodities and/or services available for which the School District has a requirement.

Competitive Sealed Bidding: Preferred method for acquiring goods, services, and construction for public use in which the award is made to the lowest, responsive, and responsible bidder, based solely on the response to the criteria set forth in the Invitation to Bid document; does not include discussions or negotiations with bidders.

Competitive Solicitation: Procurement made through the issuance of an invitation to bid, request for proposals, request for qualifications, or invitation to negotiate.

Construction: The process of building, altering, repairing, improving, or demolishing any public structure or building or other public improvement of any kind to any public real property owned or leased by the School District; does not include routine repair, operation, or maintenance of existing real property.

Contract: An agreement between two or more parties that is intended to have legal effect. Contracts document the mutual understanding between the parties as to the terms and conditions of their agreement, contain mutual obligations, and clearly state the cost of the services or products to be provided by the vendor or service provider and any other obligations.

Contract Administration: Following the award of a contract, the management actions that must be taken to assure full compliance with all of the terms and conditions contained within the contract document, including price. Action steps that assure that the contractor is in full compliance with the entire contract. Contract administration activities include payment, monitoring of progress, inspection and acceptance, quality assurance, monitoring and surveillance, modifications, negotiations, contract closeout, and other activities.

Contract Management: The overarching process that a governmental agency will use to ensure that the contractor has performed in accordance with the performance standards contained within the statement of work (SOW) or the Performance Work Statement (PWS). There are six phases of the contract management process: procurement planning, solicitation planning, solicitation, source selection, contract administration, and contract close-out.

Contractor: Any person or firm contracting to provide commodities or services to the School District.

Domiciled: The state in which a business has its principal place of business and, as it relates to corporation, the state under whose laws the corporation was formed.

Emergency Purchase: The immediate purchase of commodities or services caused by a sudden, unexpected turn of events beyond the control of the School District involving public health, welfare, safety, injury, or loss.

Grants: A grant award contribution, gift, or subsidy (in cash or in-kind services) bestowed by a government, foundation, or other funding organization (called the grantor) for specified purposes to an eligible recipient (called the grantee). Grants are usually conditional upon certain qualifications as to the use; maintenance of specified standards, use of specified or approved vendors and/or products, and may or may not require proportional (matching) contribution by the grantee or other grantor(s).

Notice of Intended Decision: A notice issued by Procurement & Distribution Services to all interested parties; the purpose is to notify them of the recommendation made by Procurement regarding the award recommendation.

Proposal: Any offer specifically given to the School District in response to an Invitation to Bid, Invitation to Negotiate, Request for Proposal, or Request for Statement of Qualifications.

Purchase: An acquisition of commodities or services obtained by purchase order or contract, whether by rent, lease, installment, lease-purchase, or outright purchase.

Purchase Order: A purchaser's written document to a vendor formalizing all the terms and conditions of a proposed transaction, such as a description of the requested items, delivery schedule, terms of payment, and transportation.

Purchase Requisition: A request to obtain material or services and authority to commit funds to cover the purchase.

Procurement Activity: A School District activity that includes the development of descriptions/specifications, the solicitation and selection of sources, the preparation and award of contracts for the procurement of commodities and services, the performance of post-award functions, and the administration of contracts.

Procurement Agent: Any person assigned the responsibility by the Superintendent to approve purchase orders, develop competitive solicitations and contracts, administer and oversee any awarded contracts, and/or to advise School District schools/departments in regard to any of their procurement/contractual needs. Commonly referred to as a Buyer.

Quotation: An informal procurement process which solicits pricing information from several sources.

Respondent: A business that responds to a competitive solicitation.

Responsible Bidder: A company, vendor, person, organization, or entity who has submitted a response to a competitive solicitation and is capable in all respects to perform fully the contract requirements, and has the experience, integrity, perseverance, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

Responsive Bidder: A vendor who has submitted a bid which conforms in all material respects to the requirements stated in the competitive solicitation.

School Board: The word School Board refers to the elected officials of the School Board of Brevard County, Florida, its duly authorized representatives, and any school, department, or unit within the School District.

School District: The word School District refers to the entity, The School Board of Brevard County, Florida.

Services Contract: An agreement calling for a contractor's time and effort. The furnishing of labor, time, or effort by a contractor or vendor, which may involve to a lesser degree, the delivery or supply of products.

Single Source Purchase: A procurement decision whereby purchases are directed to one source because of standardization, warranty, or other factors, even though other competitive sources may be available.

Sole Source Purchase: Only one vendor possesses the unique and singularly available capability to meet the requirement of the solicitation, such as technical qualifications, ability to deliver at a particular time, or services from a public utility. Under this definition, items that are manufactured by only one vendor but sold through dealers or distributors, are not a sole source because competition is available.

Specification: A description of the physical or functional characteristics, or of the nature of the supply or service, or construction item. It may include a description of any requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery.

Superintendent: The District School Superintendent in The School Board of Brevard County, Florida.

Term Contract: A contract to furnish an indefinite quantity of an item(s)/service(s) during a prescribed period of time at a specific terms.

Vendor: Any business firm that will be or has been awarded a contract by the School District.

Note: *Should there be a conflict in the above-referenced definitions, if a definition is required, or if a definition is revised, those definitions as listed in the latest version of the NIGP "Dictionary of Procurement Terms" shall be incorporated into this procedures manual.*

I. APPENDIX.

The following documents are available on the Procurement & Department Services Internet and/or Internal Sites:

i. Emergency Purchase Request Forms
ii. Purchasing Card Procedures Manual and associated forms
iii. Quick Reference Guide for Competition Requirements and Signature Authority
iv. Report of Unsatisfactory Materials and/or Service
v. Request for Quote Form and Quote Tabulation and Award Sheet
vi. Single/Sole Source Request Form
vii. Staff Commodity/Responsibility List
viii. Unsatisfactory Materials/Service Form
ix. Vendor Maintenance & Request Forms

Revision History

Version	Date of Revision	Change Notes
2.01	3/19/26	Federal threshold adjustment, add Revision History
2.02	3/31/26	Minor clarifying adjustments
2.03	08/17/26	Policy updates to quote threshold and approval authority. Procedures Updates to blanket PO.