



## **PURCHASING DEPARTMENT**

3397 WEST THARPE STREET • TALLAHASSEE, FL 32303  
(850) 488-1206 • [PURCHASING@LEONSCHOOLS.NET](mailto:PURCHASING@LEONSCHOOLS.NET)

# **Purchasing Procedure Manual**

Rev. 4/15/2024



<https://www.leonschools.net/Domain/195>

Email: [purchasing@leonschools.net](mailto:purchasing@leonschools.net)

## Table of Contents

I.	Introduction .....	3
II.	Minimum Competition Requirements.....	4
III.	Competitive Solicitation Process .....	5
IV.	Solicitation Rules and Procedures .....	8
V.	Alternate Source Contracting .....	11
VI.	Direct Negotiation.....	12
VII.	Competitive Solicitation Waived or Not Required.....	12
VIII.	Electronic Posting of Major Purchase Solicitations .....	14
IX.	Purchasing Cards (P-Cards) .....	14
X.	Purchase Orders.....	14
XI.	Contract Approval Authority .....	16
XII.	Authority to Debar or Suspend .....	16
XIII.	Standard Services Contract (SSC) .....	16
XIV.	District Term Contract (DTC) .....	17
XV.	Contract Administration .....	17
XVI.	Procedure Review .....	21
XVII.	Training of School and Department Staff .....	21
XVIII.	Definitions .....	21

## **I. Introduction**

The purpose of these procedures is to provide all Schools and Departments with guidance 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 Purchasing Department.

The Superintendent or designee shall have the power, responsibility, and duty to purchase or Contract for all goods and services needed by any school/department, office, or agency that derives its support wholly or in part from the District.

### **a. Mission**

The mission of the Purchasing Department is to procure quality equipment, supplies, and services in a timely, cost-effective, professional, and ethical manner in an ongoing effort to support student success.

### **b. Code of Conduct**

Staff authorized to procure goods or services on behalf of the Board will conduct themselves in accordance with Board Policy 1129 - *Conflict of Interest*, which the Board makes applicable to all staff engaged in any procurement activities on behalf of the District.

1. Any Board employee who has purchasing authority for the District through dealings and contacts with customers and vendors must first consider the interests of the Board in all purchases and seek to obtain the maximum value for each dollar expended.
2. All Board employees are responsible for maintaining a high ethical standard of conduct and a reputation for courtesy and fair dealings. Each transaction shall be handled objectively, without favoritism or discrimination, and without seeking or dispensing personal favors.

### **c. Governing Regulations**

Several policies, laws, and codes govern the Leon County School Board (LCSB) procurements. This list is not all-inclusive. You may view the applicable rules by following the links below:

#### **1. School Board Policies**

<https://go.boarddocs.com/fla/leon/Board.nsf/Public>

- School Board Policy 1129 – Conflict of Interest
- School Board Policy 1210 – Principles of Conduct and Ethics for District Personnel
- School Board Policy 1214 – Solicitation or Acceptance of Gifts or Unauthorized Compensation
- School Board Policy 6320 – Purchasing and Contracting for Goods and Services
- School Board Policy 6610 – Internal Accounts
- School Board Policy 6320.01 – Contract Approval Authority Related to Purchasing
- School Board Policy 6424 – Purchasing Cards

## 2. Florida State Board of Education Rules

<https://www.flrules.org/>

- State Board of Education Rule 6A-1.012 – Purchasing Policies
- State Board of Education Rule 6A-1.013 – Pool Procurements

## 3. Florida Statutes

<http://www.leg.state.fl.us/statutes/>

- F.S. 112.313 - Standards of conduct for public officers, employees of agencies, and local government attorneys.
- 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.
- F.S. 119.0701 - Contracts; public records; request for contractor records; civil action.
- F.S. 119.071 - General exemptions from inspection or copying of public records
- F.S. 120.57(3) - Additional Procedures Applicable to Protests to Contract Solicitation or Award.
- F.S. 218 - Local Government Prompt Payment Act
- F.S. 255.0516 - Bid protests by educational boards
- F.S. 274 - Tangible Personal Property Owned By Local Governments
- F.S. 286.011 - Public meetings and records; public inspection; criminal and civil penalties
- F.S. 287.055 - Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services; definitions; procedures; contingent fees prohibited; penalties.
- F.S. 287.056 - Procurements from purchasing agreements and state term contracts.
- F.S. 287.057 - Procurement of commodities or contractual services.
- F.S. 287.084 - Preference to Florida Businesses
- F.S. 287.087 - Preference to businesses with Drug-Free Workplace programs.
- F.S. 287.133 - Public entity crime; denial or revocation of the right to transact business with public entities.
- F.S. 1010.04 - Purchasing

## 4. Federal Grant Guidelines

<https://www.ecfr.gov>

## II. Minimum Competition Requirements

These minimum competition requirements apply to the purchase of goods and services that are not otherwise exempt from competition as set forth in Policy 6320 – Purchasing and Contracting for Goods and Services, State Law, and Florida Administrative Code.

### a. Micro-Purchases: Less Than \$8,000 (Non-Food)

Procurements not exceeding \$8,000 that are not covered by an existing competitive solicitation do not require written quotes; however, small business enterprise (SBE) vendor participation is encouraged. The District Small

Business Development Office (SBDO) maintains a listing of all currently certified vendors. The list is available on the purchasing website at: <https://www.leonschools.net/Domain/195>

**b. Informal Purchases: \$8,000-\$49,999.99**

Procurements from \$8,000 and up to \$49,999 require a minimum of three (3) informal quotes if not covered by an existing competitive solicitation. Quote information must be scanned as an attachment to the requisition when submitted. If three (3) quotes are not received, documentation should be submitted showing the effort made to obtain at least three (3) quotes. The Board encourages solicitation of at least one (1) quote from an SBE vendor for applicable products or services. If the award is not made to the lowest bidder, supporting documentation stating the reason must be attached.

**c. Major Purchases (Competitive Solicitation Threshold): Greater than \$50,000**

The Purchasing Department ("Procurement") will issue competitive solicitations for all Procurements over \$50,000 not covered by an existing solicitation using formal bid procedures unless otherwise waived.

**d. Micro-Purchase Threshold for Food Service: Greater than \$50,000**

The Purchasing Department ("Procurement") will issue competitive solicitations for all Procurements over \$50,000 not covered by an existing solicitation using formal bid procedures unless otherwise waived.

### **III. Competitive Solicitation Process**

**a. Invitation to Bid (ITB)**

1. The invitation to bid (ITB) is used when the District is capable of specifically defining the scope of work for which a contractual service is required or when the District is capable of establishing precise specifications defining the actual commodity or group of commodities required.
2. Award is made to the lowest responsive, responsible bidder(s) as defined in the solicitation document.
3. The requesting site will submit a procurement request with the 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 the 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.
4. The ITB document is posted to the 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. Additionally, the ITB is posted on the District's webpage and advertised in the legal section of a paper of general circulation.
5. All bids are due at a specific date and time; Procurement will not accept bids received after the established date and time. Procurement will evaluate the bids to determine the lowest, responsive, responsible bidder(s) that meet all specifications, terms, and conditions.
6. In accordance with F.S. 287.084, Preference to Florida businesses, shall be applied when the ITB is for the purchase of personal property.
7. 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.

8. The Purchasing Director may determine to make whole or partial awards, award to multiple Bidders, or may reject all bids if prices are determined to be unreasonably high, unrealistically low, or not within budget. If bids received are not within budget, the ITB may be canceled or the Purchasing Director may choose to adjust the project scope and re-solicit bids if it is determined to be in the best interest of the District.
9. A Notice of Intended Decision showing the award recommendation will be posted to the District's electronic procurement system and the District's website. The purpose of this posting is to give public notice of the 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 the award of the Invitation to Bid (ITB) after the expiration of the protest period. The ITB process takes approximately six (6) to eight (8) weeks.

**b. Request for Proposal (RFP)**

1. 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 the price is not the sole determinant for an 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.
2. In an RFP, the scope of work and evaluation criteria are listed along with any other requirements. These components are evaluated by an evaluation committee according to the evaluation criteria outlined in the proposal.
3. The requesting site will submit a procurement request with a 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.
4. The RFP document is posted to the 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. Additionally, the RFP is posted on the District's webpage and advertised in the legal section of a paper of general circulation.
5. All Proposals are due at a specific date and time; Procurement will not accept Proposals received after the established date and time.
6. After the Proposals are received and reviewed by Procurement, the Proposals are then distributed 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.
7. The evaluation committee 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 evaluates the firms in accordance with the evaluation system or ranking process outlined in the RFP. The evaluation committee reaches a 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.

8. After the top-ranked firm(s) have been determined, a Notice of Intended Decision with the evaluation committee's recommendation will be posted to the District's electronic procurement system and the District's website. The purpose of this posting is to give public notice of the 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 to the School Board by Procurement to recommend award of the RFP and associated Contract. The RFP process takes approximately nine (9) to twelve (12) weeks.

**c. Invitation to Negotiate (ITN)**

1. 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 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 as software or other technology, volatile market trend changes, or other unknown circumstances.
2. In an ITN, the scope of work and evaluation criteria are listed along with any other requirements. These components are evaluated by an evaluation committee according to the evaluation criteria outlined in the ITN.
3. The requesting site will submit a procurement request with a 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.
4. The ITN document is posted to the 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. Additionally, the ITN is posted on the District's webpage and advertised in the legal section of a paper of general circulation.
5. All Replies are due at a specific date and time; Procurement will not accept Replies received after the established date and time.
6. After the Replies are received and reviewed by Procurement, the Replies are then distributed 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.
7. The evaluation committee evaluates the Replies in accordance with the evaluation criteria outlined in the ITN. The firms are ranked, and the top-ranked firms are invited to begin discussions with the ITN Negotiation Team. The Negotiation Team is appointed by the Superintendent to negotiate and finalize the

Contract that is most advantageous to the District.

8. The Negotiation Team may request and consider additional proposals from the finalist(s) along with pricing and technical alternatives.
9. The Negotiation Team may prepare a list of questions, which will be discussed with the finalists directly or via E-mail. Best and Final Offers (BAFO) will 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. The Negotiation Team's award recommendation of the Contract will be made representing the best value to the District.
10. A Notice of Intended decision with the Negotiation Team's recommendation will be posted to the District's electronic procurement system, and the District's website. The purpose of this posting is to give public notice of the 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 ITN and associated Contract to the School Board. The ITN process takes approximately twenty (20) weeks.

#### **IV. Solicitation Rules and Procedures**

##### **a. Pre-Bid/Pre-Proposal Conference**

1. In certain circumstances, a pre-bid/pre-proposal conference will be conducted.
2. 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 solicitations are due. 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.
3. The Procurement Officer 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.
4. The Program Area expert will have an opportunity to explain their objectives and make any clarifications regarding the specification and scope of work.
5. Nothing said during the pre-bid/pre-proposal conference is considered binding unless issued in writing through an addendum.
6. All questions must be submitted in writing and will be answered in an addendum.

##### **b. 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. The addenda will be electronically posted.



**c. Receiving of Solicitation Responses**

All responses to solicitations are due at the date, time, and location indicated in the solicitation document or subsequent addendum.

**d. Late Bids**

Any bid/proposal received after the time and date set for opening will be considered late and will be rejected and returned unopened to the bidder. Vendors are solely responsible for ensuring that their bid is received prior to the time and date set for bid opening. The Purchasing Director may permit an exception if there is conclusive evidence (valid timestamp) that the bid was received in the Purchasing Department or the department designated in the ITB /RFP on time and was mishandled or misplaced by District staff. If an exception is granted, the Purchasing Director will document the reason for the exception in the bid file.

**e. Solicitation Openings**

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

**f. Exemption from Inspection or Copying of Public Records**

1. In accordance with F.S. 119.071 sealed bids, proposals or replies received by the Board pursuant to a competitive solicitation are exempt from inspection until such time as the Board provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or final replies, whichever is earlier.
2. If the Board rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the Board concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from inspection until such time as the Board provides notice of an intended decision concerning the reissued competitive solicitation or until the Board withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than twelve (12) months after the initial agency notice rejecting all bids, proposals, or replies.

**g. Receipt of Only One Bid/Proposal**

If less than two responsive proposals for commodity or contractual services are received, the Board may negotiate on the best terms and conditions or decide to reject all proposals.

**h. Tie Bids**

In accordance with F.S. 287.087, tie bid preference shall be awarded to bidders with Drug-Free Work Place programs. Whenever two or more are equal with regard to price, quality, and service, a bid received from a business that certifies that it has implemented a Drug-Free Work Place program shall be given preference in the award process. In the event both bidders have a Drug-Free Work Place program, preference shall be awarded in the following order: (1) Local vendor as specified in School Board Policy 6450-Local Purchasing Preference; (2) SBE certified vendor as specified in School Board Policy 6325-Small Business Development Program.

If both bidders meet all requirements, according to standard purchasing practice, the Director of Purchasing

will flip a coin to break the tie; the company name closest to the letter "A" will always be assigned heads in the coin toss.

**i. Bid Evaluation – Product Acceptability**

Where a solicitation requires the submission of product samples, descriptive literature, technical data, warranty information, or other items necessary to determine product acceptability, the Purchasing Director will have the final determination as to whether the bidder's offering meets the District's needs as set forth in the solicitation. Any bidder's offering which does not meet acceptability requirements after evaluation will be rejected as non-responsive.

**j. Rejection of Bids/Proposals**

The Superintendent or designee is authorized to reject any or all proposals submitted in response to any competitive solicitation and request new proposals or purchase the required commodities or contractual services in any other manner authorized.

**k. Protests Arising from Solicitation or Contract Award Process**

Protest procedures are detailed in their entirety in Board Policy 6326.

**l. Withdrawal of Bid/Proposal After Opening and Prior to Award**

No bid/proposal may be withdrawn or negated unless the bidder can establish that the bid contains errors that were unrecognized or unavoidable despite the bidder exercising reasonable care. All documents relating to the modification or withdrawal of bids will become part of the permanent bid file. Withdrawal may be approved if:

1. the error relates to a material feature of the Contract;
2. the error occurred despite the bidder's demonstrated use of reasonable care or
3. the Superintendent or designee determines that withdrawal is in the best interest of the District.

**m. Minor Informalities or Irregularities in Bids/Proposals/Replies**

A minor informality or irregularity in a bid/proposal submittal is defined as one that is a matter of form and not of substance which can be corrected or waived without being prejudicial to other bidders. The informality or irregularity is considered immaterial when the effect on price, quantity, quality, or delivery is negligible when contrasted with the total cost or scope of the services being acquired. When the Procurement Officer determines that a bid contains a minor informality or irregularity it may be waived, or the bidder will be given an opportunity to cure any deficiency resulting from the minor informality or irregularity whichever is in the best interest of the District. In no event will the bidder be allowed to alter or change the amount of their bid.

Examples of minor informalities or irregularities include, but are not limited to, the following:

1. Bidder fails to return the number of copies of signed bids requested in the ITB/RFP.
2. Bidder fails to sign the bid, but only if the unsigned bid is accompanied by other documents or material evidence that clearly identifies the bidder's intention to be bound by the unsigned bid.
3. Failure of the Bidder to acknowledge an addendum may be considered a minor informality only if the addendum has either no effect or merely a negligible effect on price, quantity, quality, or delivery of the item or services in the ITB/RFP.
4. Obvious clerical, typographical, mathematical, or computational errors such as errors in the extension of unit prices.

**n. Return of Bid Security**

Bid security, if required, will be returned to the bidder when the contract is awarded to another firm, withdrawal of the bid is permitted, or the ITB/RFP is canceled or all bids are rejected after opening. Bid securities in the form of bonds will not be returned to unsuccessful bidders unless requested, as bonds typically expire after the contract is awarded and become invalid automatically.

**o. Confidential Materials**

1. 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.
2. The District is governed by the Public Records 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),
3. F.S. (hereinafter "Confidential Materials"), may be exempt from disclosure.
4. 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".

**p. Evaluation Committees**

1. Evaluation Committees are appointed by the Superintendent or designee.
2. All Committee Members acknowledge their roles and responsibilities.
3. All Committee Members are required to report any potential conflict of interest situations.

**V. Alternate Source Contracting**

The Board or designee may procure commodities or services from a contract solicited by another public sector entity or consortium that is allowed for use by other entities, allowing the District to obtain advantages of volume purchases, including administrative savings and other benefits. Cooperative procurement efforts often result in contracts that other entities may "piggyback".

**a. State of Florida, Department of Management Services**

1. As required by F.S. 1010.04, the Board or designee shall receive and give consideration to the prices available to it under the 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.
2. The requesting site will submit a procurement request to utilize a State of Florida Department of Management Services contract. The Buyer will review the website, verify the award information, and obtain the documents required to support the procurement.

**b. Piggyback from Other Agencies, Pool Procurement, Procurement Consortium**

The requesting site will submit a procurement request to utilize an agreement awarded by another governmental agency, pool procurement, or procurement consortium. The Buyer will contact the bidding/originating agency to obtain the documents required to support the procurement. 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 all supporting information.

## **VI. Direct Negotiation**

- a.** The Superintendent 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 Superintendent or designee, makes a specific finding in writing that:
  - 1.** If no valid or acceptable firm proposal has been received within the prescribed time, the Superintendent or designee may enter into direct negotiations with a vendor providing such commodities and contractual services. The Superintendent 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.
  - 2.** Less than two (2) responsive proposals for commodities or contractual services were received, the Superintendent or designee may negotiate on the best terms and conditions or decide to reject all proposals. The Superintendent 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.

## **VII. Competitive Solicitation Waived or Not Required**

As provided in Rule 6A-1.012 and FAC, F.S. 1010.04(4)(a), 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. Exemptions to Competitive Procurement**

Refer to Board Policy 6320 for a detailed description.

- 1.** Professional Services
- 2.** Educational Services and Materials
- 3.** Information Technology
- 4.** Insurance/Risk Management
- 5.** Direct Purchase of Construction Project Materials
- 6.** Grant or Law
- 7.** Regulated Utilities
- 8.** Governmental Entities
- 9.** Maintenance/Service/Warranty
- 10.** Competitive bidding is waived for purchases that are otherwise not appropriate for normal competitive procurement as detailed in Policy 6320.

**b. Single/Sole Source Procurements**

1. The requesting site will submit a procurement request for a single/sole source. The purchasing department will review the request for completeness and may contact other school District's, other vendors, etc. to determine single/sole source status.
2. Upon approval of the single/sole source request, the purchasing department 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.
3. The Superintendent 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.
4. School Board approval is required for single/sole source procurements with a value of fifty thousand dollars (\$50,000.00) or more. Procurement will submit the agenda item for approval. The Superintendent or designee may approve single/sole source procurements with a value of less than fifty thousand dollars (\$50,000.00).

**c. Emergency Procurements**

1. Pursuant to Board Policy 6320 and Rule 6A-1.012 (12)(e), FAC, the Superintendent 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.
2. After the Superintendent or designee makes such a written determination, the Superintendent or designee may proceed with the procurement of commodities or contractual services necessitated by the immediate danger without requesting competitive solicitations. When practicable, such emergency purchases shall be made by obtaining pricing information from at least two (2) prospective vendors, which must be retained in the contract file unless 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.
3. For emergency procurements that exceed the Board major purchase threshold specified herein, the Superintendent or designee shall seek ratification by the Board at the next regularly scheduled meeting.
4. During a declared emergency, the Superintendent 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 Superintendent 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.
5. Employees who initiate Procurements without first obtaining approval subject themselves to personal liability for payment. The School Board assumes no liability for Procurements that were not properly pre-authorized.

## **VIII. Electronic Posting of Major Purchase Solicitations**

The District utilizes a third-party electronic procurement system to post major purchase solicitations, including addenda, and notices of intended decisions.

## **IX. Purchasing Cards (P-Cards)**

A separate, detailed Purchasing Card Procedures Manual has been established. The program includes the establishment, communication, and maintenance procedures for the control and use of such cards including internal controls to monitor compliance. 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.

## **X. 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 Procurements. 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**

Blanket Purchase orders provide a mechanism whereby schools and departments may purchase items or services on an as required and often over-the-counter basis. There is a limit on the period of time they are to be valid, the maximum amount of money that may be spent at one time or within a period of time, and the type of commodity or services that can be obtained.

All types of blanket purchase orders limit the cost of any single mobile technology item (laptops) to \$999 and all other single items to \$4,999, as these are considered assets and may not be purchased on a blanket purchase order.

There are three types of Blanket Purchase Orders:

#### **1. Contract Purchase Orders**

- Contract Purchase Orders are orders issued against an approved contract.
- This type of purchase order is used to encumber funds in anticipation of goods or services being provided in accordance with the contract's terms and conditions.
- Purchase Orders against contracts for fixed fee services shall be issued by unit quantity, and fixed fee amount to avoid overpayments.
- The total encumbrance will be limited to the budgeted funds.
- Contract blanket purchase orders issued against general funds may only be used in the fiscal year the order was issued.

#### **2. Open Market Purchase Orders**

- Open Market Blanket Purchase Orders are orders issued for miscellaneous items or materials, supplies, parts, or services of relatively small dollar amounts on a repetitive basis where there is no approved

contract.

- The total expenditures cannot exceed \$4,000 per month and the major purchase threshold for the fiscal year.
- Open market blanket purchase orders issued against general funds may only be used in the fiscal year the purchase order is issued with the exception of purchase orders issued for summer programs.

### **3. Grant-Funded Purchase Orders**

- Grant-funded purchase orders are issued for the grant period and do not have to be reissued at the close of the fiscal year.
- The total encumbrance will be limited to the amount of the grant.
- Grant-funded blanket purchase orders will remain open for the grant period and do not need to be closed out at the end of the fiscal year.

#### **b. Purchase Order Adjustments**

1. Procurement can increase, decrease, or close purchase orders at the request of the school or department.
2. Requests to make adjustments to a purchase order may be sent to the Procurement Agent via e-mail.
3. The request should include the purchase order number, original PO dollar amount, vendor name, and a brief explanation of the reason for your request.
4. The end user/requestor is responsible for verifying that there are no outstanding or pending payments on the purchase order prior to requesting closure.

#### **c. After-the Fact Purchase Order**

All Board purchases, except PCard purchases of less than \$8,000 and travel expenditures, must have a written agreement (formal contract or PO) that includes all purchase provisions, requirements, and conditions. No expenditures for any such unauthorized purchase or contract will be approved by the Board, and payment for any unauthorized purchase or contract will be the sole responsibility of the person placing the order or entering into such contract, except those qualifying as an after-the-fact purchase or settlement agreement. An after-the-fact PO may be issued for purchases less than \$50,000 if the purchase is an acceptable use of District funds and the frequency of after-the-fact purchases by the Program Area is not excessive. For purchases over \$50,000, a formal settlement agreement is required. Settlement agreements require Board approval.

#### **d. 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 Superintendent or designee may approve advance payments for items to include, but not limited to:

1. Maintenance agreements;
2. Software license agreements;
3. Subscriptions;
4. Rental space agreements;
5. Travel reservations; and

6. Other commodities or contractual services, when advance payment, will result in savings to the Board.

## **XI. Contract Approval Authority**

The Board has authorized the Superintendent to review and approve all two-signature contracts and agreements up to \$50,000 and all purchase orders. The Superintendent may delegate this authority to qualified staff, in writing, as appropriate. The Board will approve all solicitation awards and Board Decisions.

- a. "Contract" is defined as an agreement between two or more parties that is intended to have legal effect. Contracts document a common understanding between the parties as to the essential terms of their agreement, contain mutual obligations, and set forth the agreement's consideration.
- b. All contracts will be consistent with the best interests of the Board and will provide adequate financial protection for the Board. The terms of the contracts will not violate the code of ethics for public officers and employees, Chapter 112, F.S.
- c. Principals and District-level administrators are authorized to enter into contracts that obligate funds up to \$8,000 and contracts that do not involve the expenditure of funds, so long as those contracts comply with this policy and other policies of the Board.
- d. If the Contract involves the expenditure of funds and the monetary impact is greater than \$8,000 and less than or equal to \$50,000 the following have delegated signatory authority:
  - Superintendent;
  - Deputy Superintendent;
  - Assistant Superintendent; and
  - Director of Purchasing
- e. If the monetary impact is greater than \$50,000 then the Contract must be approved and executed in advance by the Board.
- f. The District does not recognize an agreement as binding unless its signatory has contracting authority. Individuals who enter into agreements without authority may be personally liable for such agreements, whether oral or written. Employees who enter into unauthorized agreements may also be subject to disciplinary action, up to and including termination.
- g. No school, department, or other organizational unit has the authority to contract in its own name. All District contracts must be made in the name of the Board.
- h. Every proposed Contract or agreement entered into on a non-standard Board template shall be reviewed and approved by the Superintendent or designee and/or the General Counsel to ensure legality and compliance with Board policy and local, State, and Federal law before the authorized signatory may execute the Contract.

## **XII. Authority to Debar or Suspend**

Authority to Debar or Suspend procedures are detailed in their entirety in Board Policy 6320.

## **XIII. Standard Services Contract (SSC)**

The SSC is a contract for technical or unique services performed by an independent contractor qualified by experience, education, and/or specific ability to provide the services. The Contract may be executed with partnerships, firms, or corporations as well as individuals who are not current employees of the District.



- a. The SSC must be completed by the requesting school/department and signed by the site administrator, Contractor, and appropriate school director or assistant superintendent.
- b. The original signed SSC should then be delivered to the appropriate director or assistant superintendent for approval.
- c. The fully executed agreement must be forwarded to the Purchasing Director for final review and approval.
- d. Once approved, a purchase order will be issued. At no time should services begin before the SSC has been approved and a corresponding purchase order issued. Services requiring an SSC cannot be paid for with a P-Card in order to circumvent the contract process.

#### **XIV. District Term Contract (DTC)**

The DTC include terms and conditions and pricing schedules to be utilized by all schools and departments. The DTC may have an assigned Contract Administrator. Schools and departments that use these contracts will generally be responsible for the contract administration responsibilities.

#### **XV. 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 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 District receives what it paid for.

##### **a. Contract Types**

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

##### **b. Contract Administrator**

1. Contract administration is part of the overall procurement process; however, this responsibility has been decentralized to the end user schools/departments.
2. The Contract Administrator should generally be the District employee who is the end user of the Contract, the staff member with 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.
3. The nature and scope of contract administration will vary from Contract to Contract. It can range from the minimum acceptance of 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.

**c. Post-Award Activities**

Post-award activities that occur between the 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 the risk of failure, monitoring subcontracts, monitoring data, monitoring reports, monitoring acceptance, and closeout.

**d. Delivery, Inspection, Acceptance and Rejection**

**1. Delivery of Goods**

- 1.1** 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.
- 1.2** Unless otherwise specified contractually, the District requests all goods be shipped F.O.B. Destination, with all shipping charges prepaid 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.
- 1.3** 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.
- 1.4** Delivery must be made by the date or period specified in the purchase order and/or Contract, or the contractor may be considered to be in default.

**2. Inspection**

- 2.1** 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.
- 2.2** 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 Procurements 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.
- 2.3** 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.

**3. Acceptance**

- 3.1** The acceptance process is a critical part of contract administration. Acceptance entitles the

contractor to payment and often limits the rights of the 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.

- 3.2** Notification of the acceptance should be completed in the 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.

#### **4. Rejection**

- 4.1** 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.
- 5.** 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 the Contractor and the provision of additional documentation may be required.

#### **e. Invoices**

- a.** Invoices should be dated and time-stamped upon receipt.
- b.** 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.
- c.** Invoices based on hourly rates shall include timesheets containing the dates and hours worked and any other documentation supporting the hours billed (such as sign-in and out sheets). The invoice or supporting documentation (such as timesheets) must be signed by the Board's on-site personnel (Administrator, Principal, Assistant Principal, Teacher, or School Office Staff) with direct knowledge of whether services were delivered. Invoices for fixed fees shall include details of the services performed and any supporting documentation.
- d.** Invoices based on 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).

#### **f. Payments**

- a.** Payments are made in accordance with the Florida Prompt Payment Act for prompt payments (F.S. 218.73 and 218.735).
- b.** Upon receipt of a complete and correct invoice (along with required supporting documentation), the Board has five (5) business days to review, verify, approve, and submit the verified invoice to LCS Accounts Payable for processing, unless from internal funds. The Board shall pay all invoices within 30 days of receiving the proper invoice or the services being completed, verified, and approved, the latter of the two dates. The Board issues approved payments every two (2) weeks.

**g. 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.

**h. Contract Renewal and Extension**

**1. Renewal**

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

**2. Extension**

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

**i. Contract Terminations**

**1. 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.

**2. 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.

**j. Performance Monitoring**

The Contract Administrator may utilize any or all of the following methodologies in monitoring the Contractor(s) performance under the Contract and in determining compliance with Contract terms and conditions:

- On-site reviews of work performed;
- Documentation/review of timely response to work requests;
- Documentation/review of timely completion of work as assigned; and
- Documentation/review of invoices.

## **k. Other Contract Administration Factors**

### **1. Record Keeping**

- 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.
- All key stakeholders with the school/department shall have access to and understand all contract milestones, commitments, and obligations.
- If requested, the school/department shall be able to demonstrate that all Contract related commitments and obligations are in compliance.
- 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.

### **2. 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.

### **3. 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.

## **XVI. Procedure Review**

Procurement procedures will be periodically reviewed by the Superintendent or designee to determine if they comply with applicable laws and meet the needs of the District.

## **XVII. Training of School and Department Staff**

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.

## **XVIII. Definitions**

1. **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.
2. **Advertisement:** A formal announcement of a Solicitation usually placed in a newspaper and/or on the Internet.
3. **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.

4. **Bid:** An offer submitted by a prospective vendor in response to an Invitation to Bid.
5. **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.
6. **Business:** Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity that has commodities and/or services available for which the District has a requirement.
7. **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.
8. **Competitive Solicitation:** Procurement made through the issuance of an invitation to bid, request for proposals, request for qualifications, or invitation to negotiate.
9. **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 District; does not include routine repair, operation, or maintenance of existing real property.
10. **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.
11. **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.
12. **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 closeout.
13. **Contractor:** Any person or firm contracting to provide commodities or services to the District.
14. **Domiciled:** The state in which a business has its principal place of business and, as it relates to the corporation, the state under whose laws the corporation was formed.
15. **Emergency Purchase:** The immediate purchase of commodities or services caused by a sudden, unexpected

turn of events beyond the control of the District involving public health, welfare, safety, injury, or loss.

- 16. 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 and maintenance of specified standards for the 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).
- 17. Notice of Intended Decision:** A notice issued by Procurement to all interested parties; the purpose is to notify them of the recommendation made by Procurement regarding the award recommendation.
- 18. Proposal:** Any offer specifically given to the District in response to an Invitation to Bid, Invitation to Negotiate, Request for Proposal, or Request for Statement of Qualifications.
- 19. Purchase:** An acquisition of commodities or services obtained by purchase order or Contract, whether by rent, lease, installment, lease-purchase, or outright purchase.
- 20. 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.
- 21. Purchase Requisition:** A request to obtain material or services and authority to commit funds to cover the purchase.
- 22. Procurement Activity:** A 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.
- 23. 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 District schools/departments in regard to any of their procurement/contractual needs. Commonly referred to as a Buyer.
- 24. Quotation:** An informal procurement process that solicits pricing information from several sources.
- 25. Respondent:** A business or individual that responds to a competitive solicitation.
- 26. Responsible Bidder:** A company, vendor, person, organization, or entity who has submitted a response to a competitive solicitation and is capable in all respects of performing fully the contract requirements and has the experience, integrity, perseverance, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.
- 27. Responsive Bidder:** A vendor who has submitted a bid that conforms in all material respects to the requirements stated in the competitive solicitation.
- 28. School Board:** The word School Board refers to the elected officials of the School Board of Leon County, Florida, its duly authorized representatives, and any school, department, or unit within the District.
- 29. District:** The word District refers to the entity, The School Board of Leon County, Florida.
- 30. Standard Services Contract (SSC):** The District's standard template contract calls 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.
- 31. Single Source Purchase:** A procurement decision whereby Procurements are directed to one source because of standardization, warranty, or other factors, even though other competitive sources may be available.

- 32. 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.
- 33. 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.
- 34. Superintendent:** The District School Superintendent in The School Board of Leon County, Florida.
- 35. Term Contract:** A contract to furnish an indefinite quantity of an item(s)/service(s) during a prescribed period of time at specific terms.
- 36. Vendor:** Any business firm that will be or has been awarded a contract by the District.