

PURCHASING DEPARTMENT POLICIES AND PROCEDURES MANUAL



PURCHASING DEPARTMENT 3397 WEST THARPE ST. TALLAHASSEE, FLORIDA 32303 (850) 488-1206

www.leonschools.net

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NONDISCRIMINATION NOTIFICATION AND CONTACT INFORMATION

"The Leon County School District does not discriminate against any person on the basis of race, color, ethnicity, national origin, religion, age, sex (including transgender, gender nonconforming, and gender identity), marital status, disability, pregnancy, sexual orientation, or genetic information."

An employee, student, parent or applicant alleging discrimination with respect to employment, or any educational program or activity may contact:

Dr. Kathleen L. Rodgers
Assistant Superintendent
Equity Coordinator and Title IX Compliance Officer
Leon County School District
2757 West Pensacola Street
Tallahassee, Florida 32304
(850) 487-7306
rodgersk@leonschools.net

A student or parent alleging discrimination as it relates to Section 504 of the Rehabilitation Act may contact:

Dr. Alan Cox, 504 Specialist Assistant Superintendent Leon County School District 2757 West Pensacola Street Tallahassee, Florida 32304 (850) 487-7190 coxa@leonschools.net

TAX EXEMPT STATUS

As a governmental entity, the Leon County School Board is entitled to tax exemption from Federal Excise Taxes and Florida State Sales Tax. A school or section making official purchases for the Leon County School Board is authorized to use the tax exempt numbers in their transactions. For your convenience this number is printed on the face of the Purchase Order.

It is NOT permissible to permit persons/groups/entities, which are not part of the School Board to use the tax-exempt numbers.

The Leon County School Board is NOT exempt from State of Florida excise taxes on gasoline.

Copies of these certificates may be obtained by contacting the Purchasing or Finance Department.

PO 6320 - PURCHASING AND CONTRACTING FOR GOODS AND SERVICES

The School Board is committed to the active pursuit and solicitation of maximum vendor response and participation in the acquisition of materials, supplies, and services. The essence of this statement of purchasing policy is to foster a structured system of open competition that will enable the District to purchase needed materials, supplies, and services of the appropriate levels of quality at the lowest possible cost.

Any Board employee who has purchasing authority must first consider the interests of the Board in all purchases and seek to obtain the maximum value for each dollar expended; not solicit or accept any gifts or gratuities from present or potential suppliers which might influence or appear to influence purchasing decisions; and refrain from any private business or professional activity that might present a conflict of interest in making purchasing decisions on behalf of the Board.

All purchases made using the Board's visa card will be in accordance with AP 6424.

A District purchasing manual will be disseminated to all schools and departments setting forth detailed procedures and practices for implementing this policy.

SCOPE

This policy is applicable to the District's purchase of products and services, except it does not apply to the following:

- A. Employment contracts;
- B. Acquisition of architectural, engineering, landscape architectural, construction management at risk, registered surveying and mapping, or other services pursuant to policies related to the acquisition of professional architectural, engineering, landscape architectural, or land surveying services;
- C. Acquisition of auditing services pursuant to F.S. 218.391;
- D. Acquisition of professional consultant services, including but not limited to services of lawyers, accountants, financial consultants and other business or operational consultants, which is governed by Policy 6540 Consultant Agreements;
- E. Contracts which are exempted, in whole or in part, from this policy's requirements, as set forth below.

DEFINITIONS

- A. The term "competitive solicitation" is defined for the purposes of this policy to include purchases made through the issuance of an invitation to bid, request for proposals, and invitations to negotiate.
- B. "Invitation to Bid (ITB)" is defined for the purposes of this policy as a written solicitation for competitive sealed bids. The invitation to bid 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. A written solicitation includes a solicitation that is publicly posted.

- C. "Request for Proposals (RFP)" is defined for the purposes of this policy as a written solicitation for competitive sealed proposals. The request for proposal 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. A written solicitation includes a solicitation that is publicly posted.
- D. "Invitation to Negotiate (ITN)" is defined for the purposes of this policy as a written solicitation for competitive sealed replies to select one (1) or more vendors with which to commence negotiations for the procurement of commodities or contractual services. The invitation to negotiate is used when the District determines that negotiations may be necessary for it to receive the best value. A written solicitation includes a solicitation that is publicly posted.
- E. "Request for Qualifications (RFQ)" is a method used whereby the Board publishes via newspaper, internet or direct mail its desire to obtain statements of qualifications from bidders prior to issuing a solicitation thus creating a short list and reducing the evaluation time after bids and proposals are received. This type of request may also be used when the procurement is otherwise exempt from requirements subject to competitive solicitation pursuant to Florida Statutes and State Board of Education Rules.
- F. "Request for Information (RFI)" is a method whereby the Board publishes via newspaper, internet, or direct mail its need for input from interested parties for an upcoming procurement. Price or cost may or may not be requested. This type of request may be used when the procurement is otherwise exempt from requirements subject to competitive solicitation pursuant to Florida Statutes and State Board of Education Rules.
- G. "Cooperative Purchasing" means action taken when two (2) or more entities combine their requirements to obtain advantages of volume purchases including administrative savings and other benefits. Cooperative procurement efforts often result in contracts that other entities may "piggyback".
- H. The term "proposer" is defined for the purposes of this policy to include those vendors submitting bids or responses to a competitive solicitation.
- I. "Superintendent" means the "Superintendent or designee."
- J. "Request for Quotations" means an informal process to solicit three (3) or more written price quotes on items, commodities or services with standard specifications and valued under the threshold requiring formal competitive solicitations. Quotations may be solicited via phone or electronically.

PURCHASING POLICIES - GENERAL PROVISIONS

A. Staff functioning under the Superintendent's direction may be authorized to perform these purchasing tasks. No person, unless authorized to do so under the policies of the Board, may make any purchase or enter into any contract involving the use of District and/or school funds. No expenditures for any such unauthorized purchase or contract will be approved by the Board.

The payment for any unauthorized purchase or contract will be the sole responsibility of the person placing the order or entering into such contract.

B. The Purchasing Director, under the direction of the Superintendent, will advertise competitive solicitations as provided in the applicable statutes and State Board of Education administrative regulations, for materials, supplies, or services whose total cost is more than \$50,000 or the current competitive solicitation threshold as established by the State Board of Education, whichever is less. These bids will be presented to the Board for approval before any funds are encumbered or expended. The procurement of commodities or contractual services may not be divided so as to avoid this monetary threshold requirement. Any application of the exceptions to competitive solicitations allowed herein will be considered if determined to be in the best interest of the Board.

Award of a bid by the Board only represents an indication by the Board that a bid represents the lowest responsive bid from a responsible and responsive bidder, meeting the requirements and criteria set forth in the invitation to bid. Award of a bid does not create a binding obligation on the Board, and no obligation is created or imposed on the District until such time as a purchase order has been issued for the commodities or services.

- 1. The Board has the authority 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 manner authorized by Florida Administrative Code.
- 2. In acceptance of responses to invitations to bid, the Board may accept the proposal of the lowest responsive, responsible proposer. In the alternative the Board may also choose to award contracts to the lowest responsive, responsible bidder as the primary awardee of a contract and to the next lowest responsive, responsible bidder(s) as alternate awardees from whom commodities or contractual services would be purchased should the primary awardee become unable to provide all of the commodities or contractual services required by the Board during the term of the contract. Nothing herein is meant to prevent multiple awards to the lowest responsive and responsible bidders when such multiple awards are clearly stated in the bid solicitation documents.
- For a bidder to be considered responsive, the proposal must respond to all bid specifications in all material respects and contain no irregularities or deviations from the bid specifications that would affect the amount of the bid or otherwise provide a competitive advantage.

For a bidder to be deemed responsible, the Board may request evidence from the bidder concerning:

- a. the experience (type of product or service being purchased, etc.) of the bidder;
- b. the financial condition;
- c. the conduct and performance on previous contracts (with the District or other agencies);
- d. the bidder's facilities;
- e. management skills;
- f. the ability to execute the contract properly;

C. The following standards for the procurement of commodities and contractual services will be established by the District at the following dollar limits.

The authority to make purchases and to expend monies that are properly budgeted for materials, supplies, and services not in an established State contract and not otherwise exempt from bidding by State law and/or State Board of Education regulations, is vested in the Purchasing Director under the direction of the Superintendent for those materials, supplies, and services whose total cost is not more than \$50,000 or the current competitive solicitation threshold set by the State Board of Education, whichever is less, provided the Purchasing Director has secured competitive written quotes for items or a group of like items whose total cost is more than \$8,000, but less than \$50,000. Staff will solicit written quotations from three (3) or more sources. The award will be made to the vendor who submitted the lowest price quotation meeting all specifications. Quotations obtained will be included with the purchase order. These bids do not require Board approval.

EXCEPTIONS TO COMPETITIVE SOLICITATIONS

The Board may waive the requirements for competitive quotes or solicitations for the purchase or acquisition of commodities or contractual services stated below, and/or in the following circumstances:

- A. As required by State law the Board will receive and give consideration to the prices available to it under rules of the Department of Management Services, Division of Purchasing. The Board may use prices established by the Division of Purchasing through its State purchasing agreement price schedule.
- B. Pool purchases made as provided in F.S. 1006.27.
- C. The requirement for competitive solicitations for the emergency purchase of commodities or contractual services is waived when the Superintendent 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 makes such a determination, the School District may proceed with the procurement of commodities or contractual services necessitated by the immediate danger, without requesting competitive solicitations. However, when practicable, such an emergency purchase will be made by obtaining pricing information from at least two (2) prospective vendors, which must be retained in the contract file, unless the superintendent 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 School District. Emergency purchases in excess of \$50,000 or the current competitive solicitation threshold set by the State Board of Education, whichever is less, for which competitive solicitations have been waived will be submitted to the Board for ratification.
- D. Commodities or contractual services available from a single source are exempt from the competitive solicitation requirements. When the Board believes that commodities or contractual services are available only from a single source, unless an exemption is established herein, the Purchasing Department will electronically or otherwise publicly post a description of the commodities or contractual services sought for a period of at least seven (7) business days. The description must include a request that prospective vendors provide information regarding their ability to supply the commodities or contractual services described. If it is determined in writing by the District, after reviewing any information received from prospective vendors, that the commodities or contractual services are available only from a

single source, the District will provide notice of its intended decision to enter a single source contract in the manner specified in F.S. 120.57(3), and may negotiate on the best terms and conditions with the single source vendor. Purchases in excess of \$50,000 or the current competitive solicitation threshold set by the State Board of Education, whichever is less, for commodities or services for which competitive solicitations have been waived require Board approval.

- E. The requirement for requesting competitive solicitations and making purchases for commodities and contractual services are hereby waived as authorized by F.S. 1010.04(4)(a), when the following conditions have been met by the Board:
 - a. Competitive solicitations have been requested in the manner prescribed by this policy, and.
 - b. The Board has made a finding that no valid or acceptable firm proposal has been received within the prescribed time. When such a finding has been officially made, the Board may enter into negotiations with supplies of such commodities and contractual services and has the authority to execute contracts with such vendors under whatever terms and conditions as the Board determines to be in its best interests.
- F. If fewer than two (2) responsive proposals for a commodity or contractual services are received, the Board may negotiate on the best terms and conditions or decide to reject all proposals. The Board will document the reasons that negotiating terms and conditions with the sole proposer is in the best interest of the Board in lieu of resoliciting proposals.
- G. The Board may make purchases at or below the specified prices from contracts awarded by other city or county governmental agencies, other district school boards, community colleges, Federal agencies, the public or governmental agencies of any state, or from State university systems, and cooperative bid agreements, when the proposer awarded a contract by another entity defined herein will permit purchases by a district school board at the same terms, conditions, and prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the Board. Authority for such purchases is vested in the Purchasing Director, under the direction of the Superintendent. Any purchases made under this authority are not subject to Board approval.
- H. The purchase of professional services, which include, without limitation, artistic services; academic program reviews; lectures by individuals; auditing services not subject to F.S. 218.391; legal services, including attorney, paralegal, expert witness, court reporting, appraisal, or mediator services; and health services involving examination, diagnosis, treatment, prevention, medical consultation, or administration; provided nothing herein is deemed to authorize the Superintendent to acquire professional consultant services without Board approval as required by Board Policy 6540.
- I. The purchase of educational services and any type of copyrighted materials including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, filmstrips, videotapes, DVDs, disc or tape recordings, digital recordings, or similar audiovisual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent within the State, a governmental agency, or a recognized educational institution.
- J. When acquiring, whether by purchase, lease, lease with option to purchase, rental or otherwise, information technology, as defined in F.S. 282.0041(11), the Board may make any

- acquisition through the competitive solicitation process as described herein or by direct negotiation and contract with a vendor or supplier, as best fits the needs of the District as determined by the Board.
- K. Except as otherwise required by State law, the Board, when purchasing insurance, entering risk management programs, or contracting with third-party administrators, may make any such acquisitions through the competitive solicitation process as described herein or by direct negotiations and contract.
- L. Purchases made from funds handled in trust for individuals such as purchases of class jewelry, school annuals, cards and invitations, insignia, caps and gowns, etc., are exempt from the requirements relative to purchasing; however, all such funds shall be deposited in the internal funds and subject to the regular individual school audit.
- M. Purchases of food products, except milk, required by the Board's food service program and other ancillary food operations, which are exempt pursuant to F.A.C. 5P-1.003.
- N. Direct purchases of construction project material by the District, on behalf of the awarded construction contractor/manager, directly from vendors to take advantage of the District's sales tax- exempt status.
- O. A contract for commodities or contractual services may be awarded without competitive solicitations if State or Federal law, a grant or a State or Federal agency contract prescribes with whom the Board must contract or if the rate of payment is established during the appropriations process.
- P. A contract for regulated utilities or government franchised services may be awarded without competitive solicitations.
- Q. Services or commodities provided by governmental agencies.
- R. Purchases of maintenance and/or service contracts on equipment that are offered and/or supplied only by the original manufacturer or its representative, or that are required to maintain the integrity of the manufacturer's warranty, or that are part of the manufacturer's rental/lease/lease purchase agreements terms and conditions.
- S. Competitive bidding is waved for purchases which are otherwise not appropriate for normal competitive purchasing included but not limited to:
 - 1. employee related admission/registration fees to workshops and conferences
 - 2. association fees, professional association dues, academy certification requirements and District membership to organizations;
 - 3. district rental/lease of facilities;
 - 4. all utility service, connection charges and fees;
 - 5. graduation program fees including facility rental, equipment requirements, foliage rental, etc;

- 6. student related field trips that are not handled through a tour company or travel agency, airline tickets, tickets and admissions to parks, registration fees for competitions, summer camps and hotel accommodations;
- 7. groceries and supplies for educational use in educational or alternative programs;
- 8. insurance policies payments/reimbursements, State fees (retirement, unemployment compensation, etc.) tax related payments, legal settlement payments and bonds, license fees and agreements, permit fees, property loss payments;
- 9. media advertising (newspaper, radio, television, banners, brochures, pamphlets, etc.);
- 10. postage.

DEBARMENT

The Director of Purchasing has the authority to debar a person/corporation, for cause, from consideration or award of further contracts. The debarment will be for a period commensurate with the seriousness of the cause, generally not to exceed three (3) years. If suspension precedes a debarment, the suspension period will not be considered in determining the debarment period. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.

A. Cause of Debarment

The term "debar" or "debarment" means to remove a vendor from bidding on District work. Causes for debarment include, but are not limited to the following:

- 1. conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or sub-contract, or in performance of such contract;
- conviction under State or Federal statutes for embezzlement, theft, forgery, bribery, falsification or destruction of records, or receiving stolen property, or any other offense indicating lack of business integrity or business honesty that currently, seriously, and directly affects responsibility as a vendor;
- conviction under State or Federal anti-trust statutes arising out of submission of bids or proposals;
- 4. violation of contract provisions, including:
 - a. deliberate failure, without good cause, to perform in accordance with specifications or within the time limits provided in the contract(s); and
 - a recent record of failure to perform, or of unsatisfactory performance, in accordance with the terms of one (1) or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor will not be considered to be a basis for debarment;
- 5. refutation of an offer by failure to provide bonds, insurance or other required certificates within the time period as specified in bid/RFP response;

- 6. refusal to accept a purchase order, agreement, or contract, or to perform thereon, provided such order was issued timely and in conformance with the offer received;
- 7. presence of principals or corporate officers in the business of concern who were principals within another business at the time when the other business was suspended within the last three (3) years under the provisions of this section;
- 8. violation of the ethical standards set forth in State law:
- 9. providing or offering to provide anything of value, including, but not limited to, a gift, loan, reward, promise of future employment, favor or service to any employee to influence the award of contract or purchase items from a contractor;
- 10. existence of unresolved disputes between the contractor and the District arising out of or relating to prior contracts between the District and the contractor, work performed by the contractor, or services or products delivered.
- 11. any other cause the Director of Purchasing determines to be so serious and compelling as to affect credibility as a District vendor, including debarment by another governmental entity for any cause listed in this policy.
- B. For purposes of quality control, procedures for evaluating products obtained and for compiling information about purchases of substandard or unsatisfactory goods and services shall be established. Vendors who fail to provide satisfactory goods or services may be removed from the bidders' list by the Superintendent. Such vendors may also be returned to the bidders' list at the discretion of the Superintendent.
- C. As required by State law, the Board shall receive and give consideration to the prices available to it through the use of program for on-line procurement of commodities and contractual services under F.S. 287.057(22), under the rules of the Department of Management Services, Division of Purchasing.

SELECTION COMMITTEE-REQUEST FOR QUALIFICATIONS AND REQUEST FOR PROPOSALS

- A. Selection committees for professional service providers for construction projects will be in compliance with Board policy 6330.
- B. Selection committees for non-construction related commodities or services will be appointed by the requesting site administrator with evaluation process facilitated by a member of the purchasing staff. Awards will be made to the responsible proposer(s) whose proposal is determined to provide the best solution to the Board based on the evaluation factors set forth in the solicitation document.

LEASES, LEASE-PURCHASES, AND INSTALLMENT CONTRACTS

 In accordance with Policy 6320.02, the Board approves, and the Board Chair signs, any lease, lease-purchase and installment sales contracts in excess of \$25,000, with private individuals, corporations, or governmental agencies for the acquisition of equipment and property items needed for educational purposes regardless of fund source. No lease, lease-purchase or installment sales contract will be entered into without specific Board approval prior to issuance of a purchase order even if the item is a sole source item or is on State contract.

- 2. Lease, lease-purchase, or installment sales contracts will be for periods not to exceed three (3) years with a specified yearly payment rate and interest rates not in excess of those authorized by law. Any lease renewal in excess of \$25,000, must be approved by the Board. Schools or divisions requesting lease, lease-purchase, or installment sales contracts will allocate sufficient funds in the budget for the cost of each of each contracted year and will have the appropriate Director or Assistant Superintendent sign off prior to requesting Board approval, if required.
- 3. Copiers Rental leases are only allowable for copiers. Copiers cannot be purchased through a lease purchase agreement. Copier lease periods cannot exceed three (3) years. Copier equipment utilizing network capabilities is considered a computer equipment equivalent purchase and are subject to the same review process that is required for computer equipment.
- 4. Software Lease purchases of software cannot exceed three (3) years. Multi-year lease purchases of educational software must be approved by Technology and Information Services and the Division of Teaching and Learning to ensure the software is compatible with the Leon County School Board Technology Plan and curriculum goals.
- 5. Computer/Equipment Hardware Capital leases for computer hardware cannot exceed three (3) years. The computer equipment being acquired must be approved by Technology and Information Services to ensure the hardware is in compliance with the Leon County School Board Technology Plan.
- 6. Refinancing of lease, lease-purchase agreements, or installment sales contracts is permitted to take advantage of a lower interest rate than that of the initial transaction and approved in advance by the Board.

CHANGE ORDERS

The Superintendent has have the authority to approve change orders to contracts, for products or services totaling \$25,000 or less, provided that funds for securing such products or services have been properly budgeted within the project budget and that the total amount of all change orders so approved does not exceed one percent (1%) of the total amount originally budgeted for the project. Any such action will be brought to the Board for ratification, at the Board's next regular meeting.

Change orders exceeding \$25,000 shall require Board approval initially. For change orders related to construction contracts see Policy 6345 - Change Orders to Construction Contracts.

ACQUISITIONS FOR TECHNOLOGY AND INFORMATION SERVICES

Acquisitions for Technology and Information Services will be in accordance with Administrative Procedure 6320I.

AP 6320A - PURCHASING PROCEDURES

These procedures apply to all schools, department and offices of the District.

AUTHORITY

The Purchasing Director 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.

PROCUREMENT THRESHOLDS

The District procurement thresholds are as follows:

- A. Over \$50,000 Formal Competitive Solicitations
- B. \$8,001 \$50,000 –Invitation to Quote (ITQ)
- D. Up to \$8,000 Use best business practices

MINIMUM COMPETITION REQUIREMENTS

These minimum competition requirements apply to the purchase of goods and services, which are not otherwise exempt from competition as set forth in Policy 6320 – Purchasing, State law and Florida Administrative Code.

- A. Purchases not exceeding \$8,000 that are not covered by an existing competitive solicitation do not require written quotes; however, competition is encouraged.
- B. Purchases over \$8,000 and up to \$50,000 require a minimum of three (3) informal quotes if not covered by an existing competitive solicitation. Staff must solicit written or electronic quotations. 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 supports small business enterprise (SBE) vendors and 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 must be included in the file.
- D. The Purchasing Department will issue competitive solicitations for all purchases over \$50,000 not covered by an existing solicitation using formal bid procedures unless otherwise waived.

COMPETITIVE SOLICITATIONS

INVITATION TO BID (ITB)

An ITB is a competitive solicitation used when price is the determining factor for contract award. The ITB will address all applicable terms and conditions prescribed by Federal, State, and School Board rules and regulations.

1. Bid Specifications

The Purchasing Department, in conjunction with the requisitioning school/department subject matter expert, will shall develop the bid specifications.

- a. The ITB is posted electronically, on the District Purchasing Active & Upcoming Bid Opportunities webpage, advertised in the legal section of a paper of general circulation, and a notice is mailed or otherwise furnished to a sufficient number of prospective bidders who have submitted a vendor application to secure adequate competition.
- b. The bidders complete the required paperwork and either mail or hand deliver their sealed response to the District Purchasing Department, 3397 W. Tharpe Street, Tallahassee, Florida 32303.
- c. All bids are due in the Purchasing Department at a specific time and date set forth in the ITB.
- d. After the bids are publicly opened, the Purchasing Department, along with the requesting school/department, will evaluate the bids to determine the lowest, responsive, responsible bid that meets all specifications, terms, and conditions.
- e. A notice of intent to award to vendor(s) will be posted electronically a minimum of seventy-two (72) hours, excluding weekends and holidays, prior to final approval by the Board. Bidders may protest any intent, or notice of intent, within seventy-two (72) hours of posting or in accordance with Policy 6326 Bid Protests and F.S. 120.57.

2. Responsive and Responsible Bidder

Under F.A.C. 6A-1.012, the District is required to award an ITB to the lowest responsive and responsible bidder. A bidder will be considered responsive if the bidder's proposal responds to bid specifications in all material respects and contains no significant irregularities or deviations from the specifications. The factors that the Purchasing Department will consider in determining whether a bidder is responsible include, but are not limited to:

- a. the proposal received addresses all material areas of the ITB;
- b. the experience of the bidder;
- c. the facilities used to provide the goods and/or services; and,
- d. demonstrated ability to provide the goods and/or services as specified.

3. Bidder Submissions

The ITB will contain a form which includes space(s) for the bidder to fill in bid price(s) and which the bidder must sign and submit along with all other required submissions as stated in the solicitation.

4. ITB Solicitation Timeframe

The minimum time for solicitation of bids will be ten (10) calendar days from the date the

advertisement is electronically posted and advertised in a paper of general circulation.

5. Receipt of Bids

Upon receipt, each bid/proposal will be time-stamped by machine or by hand and stored in a secure place until such time as the bids are opened. Bids will not be opened upon receipt, with the exception of bids that cannot be visibly identified by the external bid packaging. If bids are opened for identification purposes only, they will be opened and resealed and documented as "opened for identification only" on the front of the external bid package.

6. Opening and Recording of Bids

- a. A member of the purchasing staff, in conjunction with one (1) or more witnesses, will open and record bids at the time and place designated in the ITB/RFP. The time/date stamp in the Purchasing Department will be used as the official clock for the calling of time for bids.
- b. Except as authorized by F.S. 119.071, the name of each bidder, the bid price(s), and other information as is deemed appropriate by the purchasing staff representative will be read aloud and recorded on a bid tabulation sheet.
- c. The record will be available for public inspection and distribution for those items identified under F.S. 119.071. Submittals become public information when notice of an intended decision has been posted for thirty (30) days after opening the bids or proposals, whichever is earlier.

7. 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 time stamp) 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.

8. Bid Evaluation - Product Acceptability

Where an ITB/RFP 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.

9. Award of Bids

The contract will be awarded to the lowest responsive and responsible bidder whose bid has been determined to meet or exceed the requirements and specifications as set forth in the ITB and is deemed to be in the best interest of the District. Negotiations are not allowed when soliciting bids through an ITB unless only one (1) bid was received. The Purchasing

Director may determine to make whole or partial awards 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.

REQUEST FOR PROPOSALS (RFP)

An RFP is a competitive solicitation used for procurements where factors other than price are critical and the ability to negotiate is desired or required. The RFP can allow the District to obtain the best value as it incorporates service levels and cost. In consultation with the requesting department, purchasing staff develops specifications and assigns appropriate evaluation criteria. The RFP process is generally complex and lengthy while utilizing many of the same steps as the ITB process including public advertising, specified date and time when proposals are due and a pre-proposal conference if deemed necessary. The RFP process may also include interviews with offerors who are short-listed and negotiating price with the vendor submitting the highest ranked proposal.

1. RFP Content and Evaluation

Content

Once proposals are received the evaluation process will be conducted fairly and objectively based on the criteria set forth in the RFP. The RFP solicitation document will detail the date and time proposals are due and will include, but not be limited to, the following information:

- a. General Terms and Conditions District's general provisions and requirements
- b. Special Terms and Conditions District's specific provisions and requirements
- c. Overview project scope, location, etc.
- d. Scope of Work and Instruction to Bidders specific information detailing proposal expectations and deliverables.
- e. Evaluation Criteria evaluation criteria and process
- f. Proposal Submission Requirements number of copies of proposal to submit, listing of submission documents, order of submittal, and any additional information requirements

2. Evaluation

- a. The evaluation committee will be selected by the requesting site principal/administrator with the evaluation process facilitated by a member of the purchasing staff.
- b. The committee will score each proposal individually and independently.

- c. The results of the scoring are totaled to determine the proposal rankings.
- d. The committee may choose to award based on the initial ranking or may short-list a group of proposers to be invited to orally present their proposal to the committee.
- e. Best and final offers may be requested at the conclusion of interviews and a resulting recommendation will be presented to the Board for approval.
- f. Awards will be made to the responsible proposer whose proposal is determined to be in the best interest of the District, based on the evaluation factors set forth in the RFP; no other factors or criteria shall be used in the evaluation.
- g. Recommendations for award or rejection will be electronically posted; awards may be made to multiple vendors if the RFP clearly states such and it is in the best interest of the District.

3. RFP Solicitation Timeframe

The RFP solicitation and initial posting will allow prospective bidders thirty (30) calendar days from date of advertisement to prepare and submit their proposals. The Purchasing Director may modify this requirement in order to meet the needs of the District.

4. Receipt of Only One Bid/Proposal

In accordance with F.A.C. 6A-1.012, if less than two (2) responsive proposals for commodity or contractual services are received, the Board may negotiate with the sole bidder on the best terms and conditions or decide to reject the proposal.

5. Rejection of Bids/Proposals

In accordance with F.A.C. 6A-1.012 the Board shall have the authority 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.

6. Modification or Withdrawal of Bid/Proposal Prior to Bid Opening

Bids/Proposals may be modified or withdrawn by written correspondence or electronic notice to the Purchasing Department prior to the time set for bid opening.

7. 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:

a. the error relates to a material feature of the contract.

- b. the error occurred despite the bidder's demonstrated use of reasonable care;
- c. the Purchasing Director determines that withdrawal is in the best interest of the District.

8. Minor Informalities/Irregularities in Bids/RFP

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 Purchasing Director 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:

- a. Bidder fails to return the number of copies of signed bids requested in the ITB/RFP.
- b. 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.
- c. Failure of 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.
- d. Obvious clerical, typographical, mathematical, or computational errors such as errors in the extension of unit prices.

9. Return of Bid Security

Bid security, if required, will be returned to the bidder when 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.

10. Pre-Bid Conference

A pre-bid conference may be conducted to assist bidders in the understanding of the scope of the project, familiarize prospective bidders with the project site, and/or to further define the procurement requirements. When required, a pre-bid conference date and time will be set forth in the ITB/RFP, clearly stated in the legal advertisement to bid, and posted electronically. The pre-bid conference may be deemed mandatory if it is determined a necessary requirement to insure all bidders have a clear understanding of the project. When a pre-bid conference is deemed mandatory, the District will accept bids only from those vendors who have sent representatives to

attend and have signed-in on the attendance form. Nothing stated at a pre-bid conference changes the ITB/RFP unless noted by written addendum.

11. Addenda to Original ITB/RFP

An addendum, if required, must clearly reference the portions and requirements of the ITB/RFP/RFQ that are to be changed. Addendums will be posted electronically. Addendums will be distributed within a reasonable time to allow prospective bidders to consider them in preparation of their proposals. If the time set for the bid opening does not allow reasonable time for consideration of the addendum the bid opening date may be extended as part of the addendum. It is the responsibility of the bidder to ensure that they have received all written addenda subsequent to the release of an ITB/RFP/RFQ.

12. Exemption from Inspection or Copying of Public Records

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.

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.

13. Emergency Purchases

An emergency purchase is one brought about by a sudden unexpected event causing an immediate danger to the public health, safety, or welfare or other substantial loss material or otherwise to the Board. The existence of such condition creates an immediate and serious need for equipment, supplies, materials, and services that cannot be met through normal procurement methods and the lack of which would threaten the function of the District, or the health, safety, or welfare of District students, employees, or Board facilities. Failure to use reasonable diligence or foresight in anticipating requirements is not a valid reason for using emergency procedures.

When it has been determined that an emergency situation exists, the following procedures are to be followed:

a. When an emergency occurs the school/department must immediately notify the Purchasing Director who is authorized to verbally approve the emergency request and proceed with facilitating the procurement either by purchase order or electronic payment. In the event an emergency arises after normal business hours, the school/department shall notify the Purchasing Director on the next business day.

- b. Within forty-eight (48) hours after the declared emergency, the requesting school/department shall submit to the Purchasing Director a brief written explanation of the circumstances of the emergency. The statement shall be attached to the purchase order or procurement record.
- c. Whenever practicable, prior to making an emergency purchase, informal competitive quotes will be solicited to increase the likelihood that the procurement provides the best value to the Board.
- d. Emergency purchases in excess of \$50,000 will be submitted to the Board for ratification.

14. Sole Source/No Substitute Provider

A sole source/no substitute designation will be made in the event that only one vendor possesses the unique and singularly available capability to meet the commodity or service requirements. Examples include, but are not limited to:

- a. Vendor is the exclusive distributor of commodity or sole provider of services being requested.
- b. Vendor holds the production and copyrights to the commodity.
- c. Compatibility with existing equipment, inventory, systems, programs, or services is the overriding consideration.
- d. Purchase of a used item that is immediately available.
- e. Purchase of a particular product for a pilot program, trial, or testing.
- f. Vendor is the sole provider of the commodity or services for which the Board has established a "standard".
- g. Vendor is the sole provider of warranty service, maintenance, or training for existing equipment.
- h. Commodity or service is a continuation of a major project previously purchased.
- i. Purchasing Director, in writing, determines use of a sole source to be in the best interest of the District based on unusual or compelling circumstances.

The school/department must complete the Request for Sole Source or No Substitute form and submit to the Purchasing Director. When the Purchasing Director has determined that commodities or contractual services are available from a single source, and the procurement is in excess of \$50,000, a description of the commodities or contractual services will be electronically posted for a period of at least seven (7) business days requesting prospective vendors provide information regarding their ability to supply the commodities or services described. A sole source procurement in excess of \$50,000 must be Board approved prior to a purchase order being issued.

15. Blanket Purchase Orders

A blanket purchase order is an open-ended contract to procure an indefinite quantity of commodities or services over an identified time span, as and when needed. Blanket purchase orders are not intended for large purchases but rather for commodities or services that the school/department anticipates they will purchase repetitively throughout the year. Commodities or services purchased against a blanket order should not exceed \$4,000 per month, and under no circumstances will exceed \$48,000 per year, per vendor. Blanket purchase orders shall be closed at the end of the fiscal year, the end of the funding source (grant) or specified expiration date of approved contracts.

16. Purchasing Card (P-Card)

All purchases utilizing a P-Card must be in compliance with Policy 6424 - Purchasing Cards and AP 6424 – Purchasing Cards.

17. Purchase Requisitions

District schools/departments will electronically initiate a purchasing requisition, routing the requisition through the authorized approvers for the purchase of any and all commodities or services except where small purchase transactions are made through the P-Card. Steps to initiate a purchasing requisition can be found on the Purchasing Department's website in the Skyward Resources section. Splitting requisitions in an attempt to circumvent the approval requirements and/or competitive solicitation requirements is strictly forbidden.

18. Contracts

Each Board contract must include a cancellation clause without cause of thirty (30), sixty (60), and ninety (90) days, whichever is determined to be in the best interest of the Board.

Each Board contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:

- a. keep and maintain public records required by the Board to perform the service;
- b. upon request from the Board's custodian of public records, provide the Board with a copy of the requested record;
- c. ensure that public records that are confidential and/or exempt from public records' disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the agreement if contractor does not transfer the records to the Board:
- d. upon completion of the agreement, transfer, at no cost to the Board, all public records in possession of the contractor or keep and maintain public records required by the Board to perform the service in accordance with Florida Department of State's records retention schedules GS1-SL and GS7. If the contractor transfers all public records to the Board upon completion of the agreement, the contractor will destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the agreement, the contractor must meet all applicable requirements for retaining public records in accordance with the general retention schedules. All records stored electronically must be provided to the Board, upon request of the

Board's custodian of public records, in a format that is compatible with the information technology systems of the Board.

Professional/Technical Services Agreements (PTSA)

The PTSA 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. All contracts will be in accordance with AP 6320.01 - Professional/Technical Service Agreement (PTSA).

- A. The PTSA must be completed by the requesting school/department and signed by the site administrator and contractor.
- B. The original signed PTSA 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 PTSA has been approved and a corresponding purchase order issued. Services requiring a PTSA cannot be paid for with a P-Card in order to circumvent the contract process.

Vendor/Contractor Suspension or Debarment

The Purchasing Director has the authority to suspend or debar any vendors or contractors. Causes for suspension or debarment include, but are not limited to:

- A. Default on awarded contract.
- B. Habitual or continuous unsatisfactory performance, safety violations, failure to comply with Jessica Lunsford Act, violation of contract terms and conditions, or delinquent performance without cure or remedy.
- C. Conviction of fraud or criminal acts while performing on any contracts with the Board or otherwise.

PO 6320.01 - CONTRACT APPROVAL AUTHORITY RELATED TO PURCHASING

This policy defines appropriate channels for review and approval of agreements or contracts between the School Board and another party, including the authorization to sign.

"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.

The policy requires commitments of Board resources to be reviewed and approved in accordance with the amount of funds expended, and associated agreements to be signed only by authorized officials.

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, F.S. Chapter 112.

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.

If the contract involves the expenditure of funds and the monetary impact is greater than \$8,000 and less than or equal to \$25,000 then only the superintendent, deputy superintendent, assistant superintendent who oversees the organizational unit or the Director of Purchasing is authorized to approve the contract.

If the monetary impact is greater than \$25,000 then the contract must be approved and executed in advance by the Board.

The School 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.

No school, department or other organizational unit has authority to contract in its own name. All School District contracts must be made in the name of the Board.

Every proposed contract or agreement shall be reviewed and approved by the Director of Purchasing and the general counsel to insure legality and compliance with Board policy and local, State and Federal law before the authorized signatory may execute the contract.

AP 6320.02 - CONTRACT REVIEW AND APPROVAL PROCESS

Overview

This procedure describes the legal review requirements for School Board contracts, the required reviews by the initiating departments, and outlines the signature authorities for contracts.

Legal Review of Board Contracts

A contract is any legally enforceable agreement whether or not it is titled "contract." Contracts include, but are not limited to, letters of agreement, proposals, lecture agreements, license agreements, memoranda of understanding, and terms and conditions related to all types of transactions. All Board contracts must be in writing. An agreement may be a binding contract even though one (1) party provides something of value to the other party at no charge. Therefore, the Board may have an interest even though there is no financial transaction. The correct legal name which should appear on all contracts is "The School Board of Leon County."

Contracts Requiring Legal Review

Generally, contracts to which the Board is a party must be reviewed and approved by the Board Attorney prior to signing. Signing a contract on behalf of the Board may have legal implications for the Board. Therefore, contracts signed without obtaining legal approval may, if the Board chooses not to honor the contract, result in personal liability for the individual signing the contract.

Exemptions to the Legal Review Requirement

The exemption from legal review does not exempt contracts from all other applicable and required approvals, depending on the nature of the contract. The following types of contracts are exempt from legal review:

- A. invoices, quotes, proposals if they do not contain any terms and conditions; or
- B. renewals of existing contracts approved by the Board Attorney within the previous five (5) years, unless the terms and conditions of the renewal are different than those previously approved; or
- C. pre-approved and unmodified standard Board contract templates, such as the PTSA, unless modifications to the terms and conditions are needed: or
- D. contracts for the purchase of software, online subscriptions and research/instructional materials, if both of the following conditions apply:
 - 1. value of the contract is \$8,000.00 or less
 - 2. the product is for localized use within the school/department making the purchase, and not for District-wide use.

Contract Review Process

A. Review by the Initiating School/Department: This review should focus on the business implications of the terms and conditions of the contract. Examples for issues to consider during this review include:

- 1. The contract terms and conditions, including duties of the parties, are clear, consistent and acceptable to the Board and the school/department.
- 2. The school/department has the necessary funds and resources for the contract.
- 3. The contract is appropriate and serves the school/department's mission and responsibilities.
- 4. The products/services to be provided are of acceptable quality and in the best financial interest of the Board.
- 5. The contract includes the entire understanding between the parties, without additional oral explanations or promises that are not included in the language.
- B. Standard Contract Provisions: The following provisions are required to be included in the terms and conditions of all Board contracts, subject to the conditions set forth below.
 - Indemnification: Contractor shall indemnify and hold harmless the Board from and against any and all claims, liabilities, damages, and expenses including, without limitation, reasonable attorneys' fees, incurred by the Board in defending actions brought against it arising out of or related to the acts or omissions of the contractor, its agents, officers, or employees as related to the provision of services under the agreement, except where the contractor is a governmental entity as provided by F.S. 768.28(19).
 - 2. **Termination** Without Cause: Either party may terminate the agreement without cause by giving the other party a thirty (30) day, sixty (60) day, or ninety (90) day written notice.
 - 3. **Arbitration:** Any dispute or controversy arising under, out of or in conjunction with, or relating to the agreement may be determined and settled by arbitration in Leon County, Florida, if mutually agreed to by the parties.
 - 4. **Governing Law:** The agreement shall be construed in accordance with the laws of the State of Florida.
- C. Legal Review: Contract review normally takes up to ten (10) business days. In those cases where the contract requires complex negotiations over terms and conditions, a new contract needs to be drafted, or if there is a signing deadline, individuals are encouraged to include the Board Attorney in the process as early as possible. The initiating school/department should submit a draft of the contract in advance to allow sufficient time for thorough legal review to include but not limited to the following:
 - 1. the contract is in compliance with State and Federal laws, and the policies and procedures of the Board;
 - 2. the Board does not agree to any prohibited clauses;
 - 3. Risk Management concerns have been addressed.

After review, the Board Attorney will advise the school/department that either the contract is approved as to legal form, in which case the signing authority may sign the contract; or the contract is approved as to legal form with modifications, in which case the changes must be communicated to the contractor by the initiating school/department, and the signing authority may sign the contract provided that the

contractor has agreed to all the modifications; or the contract is returned without approval as to legal form.

It is important to note that the legal review determines the legal validity of a contract, as opposed to whether the contract is appropriate from a business and administrative perspective. The final decision to enter into a contract is the responsibility of the initiating school/department, and should take place only after all applicable approvals have been obtained.

Signature Authority

Only authorized individuals may sign contracts on behalf of the Board. The appropriate signature authority depends on the value and type of contract.

Contracts for the Procurement of Goods or Services

Depending on the total annual value of cost of goods or services provided by a contractor to the Board, the table below outlines the signature authorities for contracts for the procurement of goods or services that have been reviewed as outlined in this procedure:

Annual Contract Cost	Authorized Signatory
Up to \$8,000.00	Principal or Site Administrator
\$8,000.01 - \$25,000.00	Superintendent, Deputy Superintendent, Assistant Superintendent, or Director of Purchasing
\$25,000.01 and above	Board Chair

PO 6540 - CONSULTANT AGREEMENTS

The Superintendent is authorized to enter into agreements with consultants who are not current employees of the District to provide products or services totaling \$50,000 or less, provided that funds for securing such products or services have been properly budgeted. Consultant agreements exceeding \$50,000 shall require Board approval unless exempt under F.A.C. 6A-1.012. This section shall not apply to professional services rendered by any architect, professional engineer, landscape architect, or registered land surveyor.

Schools, departments, and various programs within schools and departments often use professional services in areas of special needs which require individuals/companies who are trained, certified, licensed, or who have expertise and experience in areas where there is no in-house staff to perform these services.

Consultants who will have direct contact with students or who are required to be on school campus for a total of eight (8) or more hours are required to have a Level II criminal background check. Consultants on a school campus for fewer than eight (8) hours who do not have direct contact with students and do not have a Level II criminal background check must pass a sexual offender/predator check and be in the physical presence of a District employee at all times. This provision does not apply to consultants who are on non-instructional sites where no students are present.

Agreements must be signed by the consultant and approving authority prior to the performance of services. Unless otherwise provided in the consultant agreement, no payment shall be made to the consultant until all services and supportive documentations have been completed.

AP 6320.01 - PROFESSIONAL TECHNICAL SERVICE AGREEMENTS (PTSA)

Overview

The PTSA is a standard form of agreement for professional, 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. Schools, departments and various programs within schools and departments may use professional services in areas of special needs that require individuals/companies who are trained, certified, licensed or who have expertise and experience in areas where there is no in-house staff to perform the services.

This procedure **does not** apply to "professional services" as defined in F.S. 287.055 as those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the State, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his/her professional employment or practice.

Excluded

The PTSA may not be used if the service provider:

- A. is a current employee of the District;
- B. is on the School Board substitute teacher list:
- C. creates a conflict of interest as defined in Board Bylaw 0141.2 Conflict of Interest, Policy 1129 Conflict of Interest Private Practice, Policy 3129 Conflict of Interest Private Practice, and Policy 4129 Conflict of Interest Private Practice.

PROCEDURE

A. The PTSA will be completed by the school/department representative and signed by the principal/site administrator and contractor. The principal is the only school site individual with contract signatory authority as defined in Board Policy 6320.01 - Contract Approval Authority Related to Purchasing.

The PTSA will include:

- 1. a specific term for the provision of service(s);
 - As a rule, the PTSA term does not cross fiscal years with the exception of services funded by fee based programs (i.e. EDEP, summer camps, etc.) or grant monies with encumbrance/expenditure deadlines which extend beyond June 30th.
- 2. contractor FEID number;
- 3. the **proper name and phone number** of all individuals who will be providing services during the term of the consulting engagement;

- 4. a detailed description of the services to be rendered;
- 5. amount of remuneration as either an hourly, weekly, monthly or lump sum payment as well as a not to exceed total amount.
- B. The original signed PTSA will then be delivered to the appropriate director or assistant superintendent for approval.
- C. The fully executed agreement is then forwarded to the Purchasing Director for review and approval.
- D. Pursuant to Board Policy 6540 Consultant Agreements, the PTSA must be presented to the Board for consideration if contracted services are in excess of \$50,000 for the fiscal year.
- E. Once approved, a purchase order will be issued.
- F. Services are never to begin before the PTSA has been approved and a corresponding purchase order issued.
- G. A "blanket" PTSA can be executed for multiple engagements at any one site during the fiscal year.
- H. The PTSA is site specific, i.e. each contracting site must execute an agreement.
- I. Services requiring a PTSA cannot be paid for with a District purchasing card in order to circumvent the contracting process.
- J. Invoices for contracted services must be descriptive to:
 - 1. provide hourly detail of services rendered where the services are based on hourly rates; or
 - 2. provide detail of services performed for the period of billed payment where the services are based on a flat fee amount.

INSURANCE

Contractors are required to secure and maintain at all times comprehensive general liability insurance in amounts as stipulated in the PTSA. The Board (not the school or contracting site) will be named as an additional insured on the contractor's general liability policy.

An insurance waiver form is provided as a medium by which administrators can explain reasons for a particular contractor not being required to provide insurance in accordance with the contract provisions. Reasons may include:

- A. contractor will not be working with minor children;
- B. contractor will be under direct supervision by a Board employee during the entire time s/he is in the presence of minor children;
- C. services to be provided will not place the Board at risk (must be accompanied by an explanation).

Insurance waivers will be granted at the sole discretion of the Purchasing Director.

BACKGROUND SCREENINGS

Contractors who will have direct contact with students or who are required to be on a school campus for a total of eight (8) or more hours are required to have a Level II criminal background check, at the contractor's expense. Contractors who are required to be on a school campus or in any way in contact with students for a total of fewer than eight (8) hours are exempt from this requirement only if they are under the "direct supervision" of a Board employee who is physically present and pass a sexual offender/predator check, at the contractor's expense.

Pursuant to State law, "direct supervision" means that a School District employee or contractor, who has had a criminal history records check and has met the screening requirements, is physically present with the contractor when the contractor has access to a student and the access remains in the School District employee's or the qualified contractor's line of sight.

The contractor must follow procedures for obtaining background screenings as established by the Board's Department of Safety, Security and Emergency Management.

SKYWARD REQUISITION PROCESS

District schools/departments shall electronically initiate a purchasing requisition using the Skyward financial system, routing the requisition through the authorized approvers for the purchase of any and all commodities or services except where small purchase transactions are made through the P-Card. Splitting requisitions in an attempt to circumvent the approval requirements and/or competitive solicitation requirements is strictly forbidden.

The T.&I.S. Department should be contacted for initial introduction and training in the Skyward financial system. Once the initial Skyward training is complete the Purchasing Department is responsible for training all new bookkeepers, accountants, etc. in the proper procedures for entering a purchase requisition into the Skyward financial system. A written narrative of the process is included, see **Exhibit A Skyward Training Manual**; however, it should not serve as a substitute for scheduling training with the Purchasing Department.

When submitting a requisition into Skyward the following should be present in each requisition:

- 1. Provide description of commodity/service: Purchase requisitions must include a detailed description of the commodity/service to be acquired. Whenever possible, a product number as provided by the vendor should be included in the description on the requisition as well as the individual pricing of each item. If there are a large number of items or a lengthy description the requisitioner should attach the quote or list of requested items provided by or through the vendor to their electronic requisition and select the narrative verbiage "SEE ATTACHED".
- 2. **Vendor Information**: A listing of approved vendors is resident in the Skyward system accessible through the Vendors tab. If the preferred vendor does not appear in Skyward, the requisitioner should provide the vendor with a LCSB vendor application to be completed and returned to the Finance department for inclusion in the vendor files.
- 3. **Delivery Dates**: If a specific delivery date is required it should be stated on the requisition. Phrases such as "urgent", rush", "as soon as possible" or "immediately" should be avoided. If the exact date of delivery is not important there is no need to specify a delivery date. If the delivery of all items on a requisition is required on the same date, only one date needs to be indicated, preceded by the word "all". If delivery is to occur via partial shipments, or on separate dates this "schedule" should be clearly indicated on the requisition.
- 4. **Funding Source**: The coding strip as provided by the requisitioner will be verified by the Finance department. In the event that a change/correction needs to be made, Finance will notify the requisitioner and the requisition will be denied in order to allow the requisitioner the ability to make the correction in Skyward and resubmit the requisition for approval.

BLANKET PURCHASE ORDERS

A blanket purchase order is an open-ended contract to procure an indefinite quantity of commodities or services over an identified time span, as and when needed. Blanket purchase orders are not intended for large purchases but rather for commodities or services that the school/department anticipates they will purchase repetitively throughout the year. Commodities or services purchased against a blanket order should not exceed \$2,500 per month, and under no circumstances will exceed \$30,000 per year, per vendor. Blanket purchase orders shall be closed

at the end of the fiscal year, the end of the funding source (grant) or specified expiration date of approved contracts.

PURCHASE ORDER CHANGE REQUESTS

Changes may be made to a purchase order prior to a scheduled batch update by notifying the appropriate Purchasing agent. Notification of changes should always be coordinated with the Purchasing Department as additional approval may need to be sought from Finance or in the way of requiring additional support material.

Once a purchase order has been issued, the Finance Department can increase a purchase order up to \$50.00 for "final pay" without express approval from the Purchasing Department. Purchase order increases in excess of \$50.00 must be submitted in writing to the Purchasing Director for approval. The Purchasing department will return a copy of the amended purchase order to the originator for their records.

Additionally, if a change needs to be made to the vendor of record or a correction of the line of coding, the originator should notify the assigned Purchasing Agent to make the corrections in Skyward and return to them the updated purchase order.

CANCELLATION OF PURCHASE ORDERS

Situations such as change in demand, use or condition may necessitate canceling a purchase order. When cancellation becomes necessary the following procedures apply:

- Cancellation prior to receipt of order: The originator of the purchase requisition will submit
 a cancellation request in writing to the Purchasing Director, stating the reasons for the
 cancellation, the purchase order number, vendor name and address. This should be done as
 soon as the originator realizes there is no longer a need for the goods or services.
- 2. Cancellation subsequent to order placement: Once an order has been placed and received by the vendor it can be canceled by mutual consent and after negotiations with the vendor. If the vendor has incurred any loss through the cancellation, either in manufacturing costs, resale costs, shipping expenses, etc., the originator of the purchase order may be responsible for these costs, as a consideration for the cancellation of the order. The originator should take no further action until notified by the Purchasing Director that the cancellation is effective. The originator should not accept the merchandise if a delivery attempt is made. If the merchandise has already been delivered, the originator should return the merchandise unopened and unused immediately to the vendor and process any payments in due to the cancellation via Skyward, if necessary.

LEON COUNTY SCHOOLS WAREHOUSE PURCHASES

The district's Central Warehouse stocks items which are ordinarily used by schools and departments in various and many different areas. Originators are encouraged to check the warehouse catalogue before ordering supplies from an outside vendor since unit prices are generally lower in the district's warehouse.

Supplies stocked in the Central Warehouse can be ordered and delivered directly to your site by submitting an automated Warehouse Requisition.

The Warehouse Requisition system is located in the Skyward financial system.

RECEIVING GOODS AND SERVICES

A system of inspection and testing shall be used to insure that the Board receives the quality and quantity of goods and service that it expects. The school or department receiving goods is responsible for promptly and carefully inspecting all shipments received.

Each school or department shall designate a location and individual responsible for receiving goods. When shipments are received the number of packages received should be counted and checked against the delivery receipt. If any shortage is discovered, the receiver should have the courier note and initial on the freight bill the number of packages or items short before signing for the shipment.

If any damage is expected or noted the following procedures apply:

- Carefully examine each carton for damage. If any damage is observed, have the courier note
 the fact and initial it on the freight bill before signing for the shipment. If the carton has the
 appearance that contents may be damaged, insist that the carton be opened so the responsible
 individual and the driver can make a joint inspection of the contents.
- Immediately after delivery, all packages or cartons should be opened and inspected for concealed damage. Any concealed damage should be noted on the delivery receipt and on the site file copy. If significant damage is noted the Purchasing Department should be immediately notified.
- 3. The damaged item(s), the container and all inner packing materials should be held at the delivery site pending inspection or pickup by the delivering agent.
- 4. The designated individual receiving the goods will promptly call the courier to report the damage and to request an inspection. The call shall be placed immediately upon discovery of the damage and under no circumstances should it be put off longer than ten (10) days after delivery. Failure to report damage within this timeframe will likely result in the courier denying responsibility for any damage claim.
- 5. The receiving school or department shall document in writing the date of delivery and report of the damage and forward such documentation to the Purchasing and Finance Departments as well as retaining a copy of the letter in the site's file.

PO 6424 - PURCHASING CARDS

The School Board recognizes that bank credit cards ("purchasing cards") offer an alternative to existing procurement processes and provide a convenient, efficient method of purchasing goods and services. Board employees authorized by the Purchasing Director may use purchasing cards only for school-related purposes in accordance with this policy and administrative guidelines to be developed by the Superintendent. Purchasing cards shall not be used to circumvent the general purchasing procedures required by Florida law and Board policy.

All approved cardholders must agree to abide by purchasing card procedures and regulations set forth in this policy and relevant administrative guidelines. All transactions must be made by the individual to whom the card is issued.

Purchasing card banks shall be provided no individual cardholder information (e.g., credit records or social security numbers) other than the individual cardholder's work address.

The Chief Financial Officer or his/her designee shall conduct independent regular reviews of each cardholder's activity to verify that the purchasing card is being used in accordance with this policy and administrative guidelines. Prices for commonly priced items should be periodically verified to prevent schemes of purposeful price inflation.

Cardholders must use common sense and good judgment when using school resources. This policy and related administrative guidelines cannot cover every issue, exception, or contingency that may arise during the cardholders' use of the purchasing card.

Cardholders will immediately surrender their cards upon request of the Purchasing Director for administrative reasons, and shall surrender their cards upon separation from employment.

Inappropriate or illegal use of purchasing card and/or failure to strictly comply with the limitations and requirements set forth in the administrative procedures may result in a loss of purchasing card privileges, disciplinary action, up to and including termination, personal responsibility for any and all inappropriate charges, including finance charges and interest assessed in connection with the purchase, and/or possible referral to law enforcement authorities for prosecution.

The Superintendent determines and specifies those employees authorized to use District purchasing cards. The Superintendent shall be responsible for giving direction to and supervising such employees' use of District purchasing cards.

AP 6424 - PURCHASING CARDS

The School Board is making available to certain District employees delegated authority to make minor purchases directly through a "purchasing card" system. This will allow schools/departments flexibility to purchase materials and supplies.

Certain controls have been developed so that purchasing cards are used only for specific purchases and within specific dollar limits. Purchasing Card forms and Internal Purchasing Card forms can be found on the Leon County Schools Purchasing Department Bookkeepers Site.

DEFINITIONS

- A. **Account Clerk (Bookkeeper)** Employees designated by the Principal/Cost Center Administrator to be responsible for the reconcilement, documentation, and account coding of purchasing card transactions for a specified group of cardholders.
- B. **Approving Administrator** The Principal or Site Administrator whose signature will appear as authorization to issue a purchasing card and set single transaction and billing cycle limits.
- C. **Bank** The financial institution that has entered into an agreement with the Board to provide the Purchasing Card Program.
- D. **Billing Cycle** The monthly billing period that begins on a set date of each month and ends on the same day the following month, with a twenty-five (25) day grace period before payment is due.
- E. **Capital Equipment** Assets with a cost of \$1,000 or more and a useful life of one (1) year or more, including but not limited to furniture, equipment, vehicles, and computer hardware.
- F. Cardholder Individual named on the card that is authorized to make purchases.
- G. **Cardholder Agreement** Credit card issuer's terms and conditions that define cardholder use of the purchasing card.
- H. **Merchant Category Code (MCC)** A method to control where spending is allowed. All Visa merchants are assigned an industry-specific MCC code, which the District can restrict from purchasing card access. Once an MCC code is blocked, all merchants within that category will be declined.
- I. **Monthly Limit** The maximum dollar value of charges a cardholder is authorized to make during the billing cycle.
- J. **Purchasing Card (PCard)** A charge card issued to an employee for the purpose of making authorized purchases on the Board's behalf. The purchasing card will have the Board's name, tax exemption number, cardholder's name, and the expiration date of the card.
- K. **Purchasing Card Administrator (PCA)** The Purchasing Director or designee. This person is responsible for the administration of the Purchasing Card Program.

The Purchasing Card Administrator can be reached via e-mail at kailj@leonschools.net or at (850) 488-1206.

- L. **Single Transaction Limit** The maximum value of charges a cardholder is authorized to make during a single transaction.
- M. **Superintendent** "Superintendent" means the Superintendent or designee.

PROCESS

The approving administrator authorizes the issuance of a purchasing card to an employee.

- A. The purchasing card administrator coordinates issuance of a purchasing card to an employee.
- B. A cardholder presents goods or services for purchase to a vendor who accepts Visa. The vendor does not need to be in the Skyward database.
- C. The vendor processes the card information to obtain authorization for the purchase.
- D. The bank receives the transaction information electronically from Visa.
- E. The bank verifies the account number and spending control limits on the card.
- F. The cardholder receives the merchandise and a copy of the receipt.
- G. The cardholder maintains the original receipt for monthly remittance to the account clerk.
- H. The vendor receives payment for the merchandise within three (3) days.
- I. The account clerk receives a monthly memo statement for distribution to each cardholder.
- J. The cardholder reconciles all purchases and credit activities to the memo statement, attaches all original merchant documentation and forwards it to the account clerk who will complete the purchasing card expense summary and assign the account coding strips.
- K. The account clerk forwards all of the documentation to the approving administrator who will sign the expense summary and/or the memo statement.
- L. The account clerk forwards the reconciled memo statements, along with supporting documentation, to Finance (Accounts Payable) within ten (10) business days from the billing date.
- M. Accounts Payable receives a monthly consolidated statement for the Board.
- N. Accounts Payable pays the consolidated statement to the bank.

DUTIES AND RESPONSIBILITIES

A. The cardholder is responsible for the following:

- 1. making purchases that are in compliance with Board policies and procedures;
- 2. holding and securing the purchasing card and card number;
- 3. informing vendor of tax exempt status prior to processing sale transaction;
- 4. ensuring merchant documentation for every transaction;
- 5. when the description of the item(s) purchased is not clear on the receipt, the cardholder must provide that description on the back of the receipt or on the optional transaction log.
- 6. receiving and inspecting all ordered materials and services:
- 7. identifying and handling disputed charges and reporting discrepancies to vendor:
- 8. matching receipts with the monthly statement;
- 9. signing the purchasing card expense summary and/or monthly statement;
- 10. reviewing/verifying charges with the account clerk;
- 11. submitting statements and receipts to the account clerk by department deadline;
- 12. immediately reporting a lost or stolen card by calling the customer service number listed on the back of the purchasing card and notifying the Purchasing Card Administrator via email; and,
- 13. turning in the purchasing card to the Purchasing Card Administrator upon transfer, resignation, or termination.
- B. The approving administrator is responsible for ensuring the integrity of the Purchasing Card Program by:
 - 1. designating the account clerk and communicating the same to the Purchasing Card Administrator;
 - 2. requesting purchasing cards and establishing pre-set limits;
 - 3. requiring that authorized cardholders are aware of purchasing card policies and procedures;
 - 4. reviewing all cardholder monthly statements that include transactions during the billing cycle;

- 5. approving and signing the cardholder purchasing card expense summary and/or memo statement:
- 6. evaluating the need to cancel or reissue cards and annually providing a list of all authorized cardholders to the Purchasing Card Administrator;
- 7. reporting violations of the Purchasing Card Program to the Purchasing Card Administrator; and,
- 8. informing the Purchasing Card Administrator of cardholder transfer, resignation, or termination.
- C. The account clerk is responsible for the following:
 - 1. reviewing the monthly cardholder statement with cardholder;
 - 2. assisting in the handling of disputed items;
 - 3. completing the purchasing card expense summary and assigning account coding strips; and,
 - 4. forwarding the reconciled purchasing card expense summary, memo statements and supporting documentation, to Finance (Accounts Payable) within ten (10) business days from the billing date.
- D. The Purchasing Card Administrator is responsible for the following:
 - 1. reviewing and communicating to the bank all purchasing card requests and changes to card limits;
 - 2. training cardholders;
 - 3. coordinating the issuance and cancellation of cards;
 - 4. maintaining program policy and procedures, cardholder manuals and all cardholder application forms;
 - 5. maintaining a list of all current cardholders:
 - 6. pursuing supplier discount opportunities;
 - 7. evaluating purchasing card feedback from suppliers;
 - 8. coordinating and maintaining internal controls;
 - 9. coordinating program policy issues;
 - 10. participating in ongoing program reviews;
 - 11. participating in resolving billing disputes;
 - 12. monitoring program for compliance with all School District policies and procedures and recommending disciplinary action to approving administrators; and,

- 13. monitoring the program's aggregate monthly spending relative to the aggregate established credit limit with the bank for potential required increases.
- E. Finance (Accounts Payable) is responsible for the following:
 - 1. receiving approved monthly statements and supporting documentation from all account clerks;
 - auditing receipts and charges;
 - 3. paying the consolidated statement;
 - 4. filing monthly statements and supporting documentation; and,
 - 1099 reporting.
- F. Internal Audit is responsible for conducting periodic audits and reporting findings.
- G. The bank is responsible for the following:
 - 1. activating and deactivating purchasing cards at the request of the Purchasing Card Administrator;
 - paying suppliers;
 - 3. controlling pre-defined cardholder limits;
 - 4. providing monthly statements and reporting information;
 - 5. providing duplicate copies of sales receipts in case of disputed charges; and,
 - 6. providing customer service.

PROCEDURES

The principal/site administrator approving the assignment of a purchasing card will set two (2) limits for each cardholder, a single transaction limit and a billing cycle limit. The maximum single transaction limit cannot exceed \$1,000 or the approved cardholder's limit, whichever is greater. Purchases over \$1,000, or the approved cardholder's limit, must be made by purchase order under the Board's purchasing policies and procedures unless previously approved by the Purchasing Card Administrator. Splitting charges to stay within the single transaction limit is considered abuse of the Purchasing Card Program and may result in revocation of cardholder privileges.

A. Requesting A Purchasing Card

- 1. Purchasing cards will be issued to Board employees designated by the approving administrator to have a card.
- 2. All requests for purchasing cards must be submitted by the approving administrator to the Purchasing Card Administrator on a Purchasing Card Application Form. No credit checks are made against individual cardholders.
- 3. The Purchasing Card Administrator will review the application and if approved coordinate the issuance of the purchasing card with the bank, and

notify the approved cardholder of the next available purchasing card training session.

- 4. The bank issues the purchasing card and mails it to the Purchasing Card Administrator.
- 5. The cardholder attends a mandatory purchasing card training session, signs the Cardholder Acceptance Form, and receives a purchasing card and a copy of the Purchasing Card Policies and Procedures manual.
- 6. The Cardholder Agreement Form will be retained in the purchasing department.

B. <u>Modifying Purchasing Card Limits</u>

All requests for modifications to cardholder limits must be submitted in writing by the approving administrator to the Purchasing Card Administrator. The Purchasing Card Administrator will review the request, and if approved will coordinate with the bank to process the increased limits.

C. <u>Card Description</u>

The purchasing card has been uniquely designed to avoid confusion with personal credit cards. The District logo is printed on the face of the card and the card is embossed with the Board's name, the cardholder's name, an account number, tax exemption number and expiration date.

D. Using The Purchasing Card – General Information

The cardholder may pick up supplies or services or place an order for these via telephone, facsimile or electronically. Internet purchases must be placed over a secured transmission. The supplies or services should be immediately available for pick up, shipment or delivery within the monthly billing cycle. Backorders may not be placed using the purchasing card.

When placing an order the cardholder will inform the merchant of the following information:

- 1. The purchase is tax exempt;
- 2. The purchase is being made for the District and therefore should be accorded any applicable discounts.
- 3. Provide sufficient and accurate delivery information; and,
- 4. Request documentation showing description and cost of each item.

E. Prohibited Purchases

The purchasing card can only be used for Board authorized purchases. Personal use of the purchasing card is strictly prohibited. The cardholder is the only person

authorized to use their assigned purchasing card. If the approving administrator questions a purchase that has been made, the employee must substantiate its necessity or official use. Misuse of the purchasing card is subject to the immediate revocation of purchasing card privileges. Resolution of situations involving improper use of the purchasing card will be handled by the Purchasing Card Administrator in accordance with Board policies and procedures.

The following supplies and services CANNOT be purchased with the District level purchasing cards:

- 1. personal items
- cash advances or cash related transactions
- 3. gas and oil products
- 4. alcoholic beverages
- 5. meals or entertainment (schools/departments may purchase with appropriate funding)
- 6. building repairs
- 7. telephone calls (with the exception of district-wide charges paid by Finance or Purchasing)
- 8. capital equipment (with the exception of Information Technology (IT) paid by Purchasing Card Administrator)
- 9. consultants/contractual services
- 10. contracts requiring authorized signature
- 11. service or maintenance agreements
- 12. annual contracts
- 13. medical services
- 14. legal services
- 15. cellular phones and beepers to include service and equipment (with the exception of District-wide charges paid by Finance or Purchasing)
- 16. *gifts or gift cards; and
- 17. any other restrictions that may be placed by the approving administrator or Purchasing Card Administrator

F. Compliance

Use of the purchasing card does not relieve you from complying with Federal, State, local laws, ordinances, regulations, or Board policies and procedures.

G. Conflict of Interest

Cardholders will not make purchases from vendors that create a conflict of interest to include purchases from companies owned or operated by Board employees and/or their relatives or as otherwise defined in Board Policy 1129, Policy 3129, and/or Policy 4129.

H. Sales & Use Tax

The District is exempt from paying any State of Florida sales and/or use tax, even if the purchase is made with the purchasing card. The District's sales tax exemption number is printed on the face of the purchasing card. It is the responsibility of the cardholder to make the vendor aware that the sales transaction will be tax exempt prior to processing the sale.

If the vendor charges sales tax, the cardholder must contact the vendor and obtain a credit equal to the amount of the sales tax. Do not permit the vendor to issue cash to settle a sales tax error. If an employee has a problem with any vendor about sales or any other tax, please contact the Purchasing Card Administrator.

I. Documentation

Every purchasing card transaction must have valid and complete source documentation from the merchant. Valid source documentation includes:

- 1. a receipt from the merchant with:
 - a. merchant name;
 - b. date of purchase:
 - c. description;
 - d. quantity and unit cost of each item purchased; and,
 - e. total cost of the order:
- 2. a packing slip, listing individual items and cost for each, at the time of delivery;
- 3. order forms for dues, subscriptions, registrations, or similar items;
- 4. an invoice/receipt showing credit card payment;

If the original documentation is lost, contact the merchant to provide a duplicate copy. If the merchant cannot provide the documentation, provide the above information along with a justification of the purchase and the loss of the documentation along with the employee's purchasing card expense summary. Lack of original documentation is considered a cardholder violation which may result in revocation of purchasing card privileges and/or cardholder reimbursing the District for the full cost of the transaction.

J. Funding

Cardholders must follow the school/department's administrative funding procedures to ensure that sufficient funds are available **prior** to making a purchase.

When purchases are being made from "Federal funds" or other special approved funds, it is the cardholder's responsibility to know whether the purchase fits the guidelines of the Federal grant or authorized fund source. It is also imperative that the cardholder be fully aware of any and all deadlines associated with the Federal grant providing the funds. No purchases are to be made with a purchasing card, using Federal grant funds, after the last date to encumber as outlined by Finance when the project is first set up. If a cardholder makes a purchase from Federal dollars that is not appropriate for that grant, or if the purchase is made after spending deadlines have passed, an alternate source of funds will have to be identified by the approving administrator or designee.

K. Declined Transactions

Possible reasons for a purchasing card transaction to be declined are as follows:

- 1. The merchant's four (4) digit Merchant Category Code (MCC) is one of the District's excluded codes.
- 2. The transaction exceeds the single transaction limit and/or monthly billing cycle limits. Check the dollar amount of the cardholder's transactions to determine if the limits have been exceeded.
- 3. The merchant, when ordering by phone, may have recorded the card number or expiration date incorrectly. Cardholder should verify the information with the merchant.

When unable to determine the reason for a purchasing card transaction to be declined, contact the Purchasing Card Administrator.

L. Transaction Log

Cardholders are to keep a monthly purchasing card transaction log for each billing cycle. Keeping track of all orders placed will allow monthly billing cycle limits to be tracked, follow-up on deliveries, order problems, partial shipments and other order related issues.

M. Receiving and Inspecting Goods

Cardholders will inspect all goods immediately upon receipt. If there is a problem with the order contact the merchant immediately. Cardholders are to keep notes on problems and their resolutions including names, dates, and conversation results.

N. Reconciling Monthly Statements

1. The bank will provide the cardholders with monthly memo statements for verification of charges and reconcilement. A copy of these statements will

- be sent to the account clerks approximately six (6) to eight (8) days after the end of each billing cycle.
- The cardholder must verify receipt of goods or services for all purchase transactions on the monthly memo statement and match each one to corresponding supporting documentation (such as invoices, charge slips, receipts and packing slips). The cardholder must also verify all credit transactions were processed to the statement. The cardholder must sign either his/her memo statement or the purchasing card expense summary form.
- 3. Upon fully reconciling the monthly statement, the cardholder submits the statement and all documentation to the account clerk.
- 4. The account clerk must review the cardholder's monthly statement, verify the purchases were for a proper public purpose and verify/assign the account codes. The approving administrator or designee must sign the memo statement or purchasing card expense summary form signifying approval of the purchase(s).
- 5. Unauthorized purchases will result in disciplinary action and the employee will be required to make payment for any such transaction. When purchases are questioned, the account clerk is responsible for resolving the issue with the cardholder. If the account clerk is not satisfied that the purchase was necessary and for official use, the cardholder must provide either a credit voucher proving the item(s) were returned for credit or a personal check made payable to the bank for the full amount of the purchase, plus applicable sales tax. Checks must be sent along with the statement to Finance, with an explanation of why the violation occurred.
- 6. The account clerk must also prepare and sign the payment request form, certifying that s/he has reviewed all transactions for propriety, as well as budget availability, and forward it along with the cardholder's monthly statements, receipts and other documentation as required, to Finance within ten (10) business days from the end of the billing cycle. Receipts are to be submitted in the same order as they appear on the statement.

O. Paying For Supplies

- 1. The vendor is paid by the bank within three (3) days of the order being placed or receipt of supplies or services.
- 2. Accounts payable will pay the billing consolidated statements within five (5) days from the end of the billing cycle. The Board retains the right to dispute a purchase up to sixty (60) days after the statement date in which the transaction occurred.

P. Returns and/or Exchanges, Credits, Disputes, and Erroneous Charges

The cardholder must attempt to resolve problems directly with the vendor.
 The vendor must issue a credit for billing errors, sales tax, defective supplies or unacceptable services, returned supplies or canceled orders. This credit should appear on the cardholder's statement within sixty (60) days. Do not

permit the vendor to issue cash to settle a disputed amount. Under no circumstances can the employee accept cash.

2. If the cardholder is unable to resolve the issue with the vendor, or cardholder's credit does not appear on the monthly statement within sixty (60) days, cardholder (with assistance from the account clerk) should contact the bank's Commercial Card Customer Service Group at 1-877-826-0933 to resolve the matter. This group may require the cardholder to fax a Dispute Form. A copy of the dispute form, if require, must also be sent to the Purchasing Card Administrator.

The following may be formally disputed with the bank:

- a. unauthorized charges
- b. difference in amount authorized by cardholder and amount charged by merchant
- c. duplicate charges
- d. account has not been credited within sixty (60) days
- e. failure to receive goods
- f. returned merchandise
- g. unrecognized charges
- h. defective merchandise
- When an account is in a dispute status, the disputed amount is still included in calculating the available money for authorizations (monthly limit). However, disputed items are removed from all late charges, past due amounts and calculations.
- 4. After the item has been entered as a dispute, the bank must determine who is responsible by researching the transaction including requesting a copy of the sales draft when necessary.
- 5. If the problem is resolved between the merchant and the cardholder while the item is in dispute, the cardholder should write the solution agreed upon on the bottom of the *Dispute Form* that was previously faxed to the bank, and fax it to the bank as soon as possible.
- 6. If it is ultimately determined that the cardholder is actually responsible for the transaction, then the questioned amount will be added to the next monthly statement. If the cardholder is not responsible for the transaction, the dispute is settled for the cardholder and the charge-back process will be initiated against the merchant by the bank.
- 7. If there continues to be problems with a particular merchant, the cardholder should notify the Purchasing Card Administrator of the problems.

Q. Reporting A Lost Or Stolen Card

If a card is lost or stolen, the cardholder must immediately notify the bank's customer service number listed on the back of purchasing card and the Purchasing Card Administrator via email. Access to the card will be immediately blocked, and the

cardholder will not be responsible for any charges after the card is reported lost or stolen. The cardholder must provide the bank with the Purchasing Card's sixteen (16) digit account number. The bank may also require the cardholder to submit written confirmation by fax or by mail of the card cancellation request reported verbally. A replacement card will be issued by the bank and delivered to the Purchasing Card Administrator.

R. <u>Purchasing Card Termination/Revocation</u>

1. Terminated Employees:

The approving administrator or designee will immediately notify the Purchasing Card Administrator and account clerk of terminated employees. The Purchasing Card Administrator is required to notify the bank to cancel the card of a terminated employee within twenty-four (24) hours of such termination.

During the exit interview, the approving administrator or designee will obtain the purchasing card from the terminated employee and destroy it, and have the employee sign the Employee/Supervisor Exit Checklist acknowledging the return of the purchasing card. The approving administrator or designee must notify the Purchasing Card Administrator when purchasing cards belonging to terminated employees are not returned.

2. Revocation of purchasing card privileges:

Purchasing card privileges may be revoked upon the cardholder's failure to follow Board policies and procedures. The Purchasing Card Administrator will coordinate the revocation of purchasing cards and will immediately notify the bank to cancel any such cards. The approving administrator or designee will obtain the revoked purchasing card from the cardholder and destroy it.

S. Violations and Consequences

- 1. Violations of the Purchasing Card Program include, but are not limited to:
 - a. personal purchases
 - b. cash or cash type transactions
 - c. purchases of items specifically prohibited by policy
 - d. splitting purchases to circumvent the single transaction limits
 - e. purchases that exceed the purchasing card established limits
 - f. failure to provide documentation and/or inadequate record keeping
 - g. habitually providing late reconciliations to Finance/Accounts Payable
- Consequences are at the sole discretion of the Superintendent and based on the severity and number of violations, consequences may include, but are not limited to:

- a. The cardholder must immediately reimburse the Board for inappropriate charges.
- b. The cardholder may receive a written warning.
- c. Purchasing card privileges may be suspended and be required to obtain additional training on the use of the purchasing card program.
- d. Violations may be investigated and could result in termination and/or criminal prosecution. In the event of willful or neglectful default of this obligation, the Board will take any recovery action deemed appropriate that is permitted by law.

T. <u>Internal Account Purchasing Cards (IA P-Card)</u>

- 1. All guidelines documented in the *Internal Accounts Manual for Leon County Schools* must be followed when making Internal Accounts purchasing card purchases including, but not limited to:
 - a. The purchasing card can be used for authorized, pre-approved internal account purchases from vendors that will not accept purchase orders. Additionally the card may be used for online purchase, emergency situation and/or when it makes better business sense to use the purchasing card instead of an internal accounts purchase order.
 - b. Staff members requesting use of the purchasing card must complete and submit the Internal Accounts Purchasing Card Requisition Form to the principal and the bookkeeper to obtain prior approval for IA P-Card purchases. The principal's signature will serve as authorization to purchase and the bookkeeper's signature provides evidence that funds are available to initiate the purchase. IA P-Card requisition forms are to be maintained as a part of the internal accounts records.
 - c. All internal account purchases made with the IA P-Card must be supported by an original detailed sales receipt or invoice and the customer's copy of the charge slip.
 - d. A determination should be made regarding whether sales tax should be collected.
 - e. If the internal accounts purchase is for taxable fundraising items or resale items, sales tax should be paid on the purchase, or sales tax must be collected on the sale and remitted to the Florida Department of Revenue.
 - f. All other school related internal account purchases made with the IA P-Card should be tax exempt. It is the cardholder's responsibility to alert the vendor of the tax exempt status.
 - g. The Principal and bookkeeper will review and sign the IA P-Card statement to ensure that all charges are legitimate and all appropriate supporting documentation is available prior to remitting funds to the District Accounts Payable Department.

- Misuse of the IA P-Card will result in immediate suspension of card privileges. Resolution of situations involving improper use of the IA P-Card will be handled by the principal in accordance with Board policies and procedures, and reported to the District Purchasing Card Administrator.
- i. All parties utilizing the IA P-Card must comply with all purchasing and purchasing card policies and procedures.
- j. The IA P-Card holder should not split purchases to circumvent the single transaction limit.
- 2. Steps for Internal Accounts Materials and Supplies Purchasing Card Use
 - a. The principal must designate staff members who are authorized to use the IA P-Card.
 - All authorized staff members must review IA P-Card procedures and sign indicating understanding of the responsibilities for use of the IA P-Card.
 - c. The staff member must obtain quotes/estimates for goods and/or services to be purchased and prepare an internal accounts purchase order to obtain prior approval.
 - d. After the purchase order has been approved, the staff member must submit the IA P-Card Requisition Form to request use of the IA P-Card.
 - e. The principal must review and approve all anticipated expenditures prior to use of the IA P-Card. The bookkeeper must verify availability of funds prior to use of the IA P-Card.
 - f. After approval from the principal and bookkeeper, the staff member must sign-out IA P-Card on the Internal Accounts Purchasing Card Log.
 - g. When the staff member is making a purchase from a local vendor, the staff member should take the IA P-Card, make the purchase, and obtain merchandise and receipts. It is up to the staff member to alert the vendor of tax exempt status prior to purchase if purchase is tax exempt.
 - h. When the staff member is making a purchase online or via telephone, the staff member should obtain the IA P-Card, place the order, provide vendor with IA P-Card information, and obtain all electronic supporting documentation (i.e. invoices). Upon receipt of merchandise, the staff member must verify that all goods ordered were received.
 - i. The staff member must collect all original sales receipts and supporting documentation to be turned in to the bookkeeper after the IA P-Card purchase is complete.
 - j. The staff member must return the IA P-Card to the bookkeeper and sign the Internal Accounts Purchasing Card Log evidencing return of

- the card. The card must be returned within twenty-four (24) hours of purchase.
- k. The bookkeeper must collect all supporting documentation from IA P-Card purchases to be attached to the IA P-Card Requisition Form and IA P-Card Statement maintained as a part of internal accounts records.
- I. Upon receipt of the IA P-Card statement, the Principal and the bookkeeper must review and sign the IA P-Card statement to verify that all charges are legitimate and all appropriate supporting documentation is available.
- m. The bookkeeper must remit the IA P-Card statement, all supporting documentation, and an internal accounts check to the Board Accounts Payable Department within ten (10) days of the end of the billing cycle. When generating the internal accounts check for payment, the bookkeeper must properly post expenses from the various Internal Activity Accounts that utilized an IA P-Card for the respective month.

INTERNAL ACCOUNT PURCHASING CARDS (IA P-Card) FOR TRAVEL RELATED EXPENSES

Approving administrators may request an Internal Account Purchasing Card for the following travel related expenses:

- A. **Registration**: Attendee registration fees for conferences, workshops, seminars, conventions, etc.
- B. **Airfare/Transportation**: Airfare is restricted to coach airfare for business related purposes. Reservations will be made through the Board contracted travel agency(ies). Other travel agencies that handle reduced public agency rates may be used if necessary and if cost effective.

C. Hotel:

- 1. Reservations should be made directly with the hotel to avoid payment in advance and prevent cancellation charges do not use travel agencies.
- 2. Hotel accommodations, when traveling on business, must be budget/moderate price range hotels/motels.
- 3. Rooms are to be standard hotel rooms.
- 4. Only charges for the room are allowed on the P-Card. Meals and incidental hotel charges such as room service, in room movies/entertainment or personal services of any Kind CANNOT be charged on the IA P-Card. (Any additional charges are to be placed on the travel form for reimbursement.)
- 5. All applicable additional fees must appear on the hotel invoice presented at checkout.

6. Sales tax should not be charged on hotel accommodations in the State of Florida. The Board is not exempt from resort taxes.

D. Rental Cars:

- 1. Rental cars are restricted to a midsize or smaller car.
- 2. A larger vehicle can be rented if a group is traveling together or the rental car company upgrades the vehicle at no additional cost (site administrator's approval required before renting a vehicle).

D. Documentation

All transaction must be sufficiently documented before a charge can be made on the IA P-Card, including the following:

- 1. Prior approval from school's administration for all charges.
- 2. Funds must be available in corresponding internal account (quotes must be provided to the school's bookkeeper prior to issuance of card).
- 3. All supporting paper work must be complete (i.e. leave forms).
- 4. Requisition form must be completed and signed.
- 5. A list of all travelers are to be provided to school's administration.

DISTRICT LEVEL TRAVEL REQUESTS

- A. The Principal or site administrator must send a written request to the purchasing card administrator for authorization to use purchasing cards for travel-related expenses. Requests should include name of traveler(s), dates and location of travel, and business reason for the travel.
- B. The Principal should designate the individual whose P-Card will be used for payment(s).
- C. The Purchasing Card Administrator will review the request and, if authorized, open the profile on the individual's P-Card to allow the travel-related expenses to be charged on the designated individual's P-Card.
- D. ONLY registration fees, hotel, air fare, and rental vehicles may be approved. Fuel cannot be charged on purchasing cards unless it is part of the rental billing.
- E. Meals and incidental hotel charges such as room service, in room movies/entertainment, or personal services of any kind CANNOT be charged on the District IA P-Card (any additional charges are to be placed on a travel form for reimbursement).
- F. When reconciling monthly statements, all receipts and supporting documentation of charges must be included and forwarded to the Finance Department along with a list of all travelers, itinerary, conference/meeting agenda and any other relevant documentation.

AP 6320I - TECHNOLOGY PROCUREMENT AND PURCHASING

The purpose of this procedure is to provide for standardization of the purchasing and maintenance of workstation computers used by school or District sites.

Procedures

- A. Purchase of PC(s) (see exceptions below) from Standard Vendors: All purchases of computers must be from one of the standard vendors with the exceptions noted below. The District has identified Apple, HP and Dell as the standard vendors. All purchase orders shall be reviewed by T&IS for compliance to this standard. Purchase orders found not to be in compliance shall be returned to the site for correction. Requirements for the purchasing from the standard vendor include:
 - 1. The standards apply to the purchase of all new desktop computers.
 - The standards do not apply to servers which are considered "specialized" systems.
 T&IS will approve all "specialized" purchases through our purchase order review process.
 - 3. The standards do apply to refurbished (i.e. used) desktop systems. Buyers are cautioned of the risk associated with purchasing used equipment.
 - 4. The standards do not apply to "special use" systems. An example of a special use system is a PC that is heavily modified for a child with disabilities. T&IS will approve all "special use" purchases through our purchase order review process.
- B. Exceptions to Purchasing From Standard Vendors: Exceptions to ordering from "standard" vendors can be approved by T&IS for extenuating circumstances. A request from the site administrator to T&IS requesting an exception be made must be sent and approved before the purchase order is requested from Purchasing. All systems exempted will be ineligible for District maintenance and the site will be responsible for maintenance for the life of the system. No District technical support will be available for these systems.
- C. **Total Cost of Ownership (TCO) and Standardization:** A major focus for standardizing is to reduce the Total Cost of Ownership (TCO) of PC(s). This will be accomplished as follows:
 - The standardized PC(s) work the same way and have similar recurring costs, such as tech support, software, and maintenance costs. Standardizing allows increased productivity from maintenance dollars. The maintenance provider will have to stock fewer parts and can reduce "repair time" because they will be more likely to have the exact part needed for the repair in-house.
 - A reduction in the number of different types/configurations of machines to support will greatly increase the efficiency of the District's tech support staff.
 - 3. The time it will take to complete a purchase order will be reduced by standardizing on a small number of vendors.
- D. Purchase Hardware and Networked Software Order Review: District purchasing procedures require a review of all computer hardware and networked software purchase requests by T&IS. Requests will be examined for conformance to these standards, for

installation and maintenance provisions, and assurance that the configuration is valid for the intended use.

- E. **The District Maintenance Plan:** T&IS is responsible for providing maintenance options for all standard core district technology related equipment and software. These options include contracted maintenance services for personal computers and related peripherals, network file servers. District maintenance for PC(s) shall be based upon the following:
- 1. All new systems are highly recommended to be purchased with a three (3) year warranty. Sites are not required to purchase systems with warranties, but no District maintenance funds shall be expended for any system three (3) years old or less.
- 2. Systems that fail outside of warranty are the responsibility of the school/site. If it is not economical to repair a system by the site, T&IS can provide a donated system as replacement as long as there is availability of donated systems at that time.
- 3. High-volume printers that support District enterprise system reports are covered under maintenance. Consumable printers (those which are not issued a Property Control number) are the responsibility of the school/site for maintenance. A time and materials contract is available for repair of these printers.
- 4. Consumable devices (devices that are discarded when they break and because of their purchase price do not receive a Property Control number) are not eligible for District maintenance. Careful consideration of the Total Cost of Ownership (TCO) should be calculated before purchasing such devices.

AP 7530.01 STAFF USE OF PERSONAL COMMUNICATION DEVICES

The School Board will provide personal communication devices ("PCDs") (i.e., computers, tablets (e.g., iPad-like devices), electronic readers (Kindle-like devices), cell phones, smartphones, and/or other web-enabled devices of any type) to employees who by the nature of their job have a routine and continuing business need for the use of such devices for official Board business. PCDs are provided as a tool to conduct Board business and to enhance business efficiencies. PCDs are not a personal benefit and shall not be a primary mode of communication, unless they are the most cost-effective means to conduct Board business (i.e. because some wireless services plan are billed on a time-used basis, Board-owned PCDs should not be used if a less costly alternative method of communication is safe, convenient and readily available).

The Superintendent is authorized to designate those staff members who will be issued a Board-owned PCD and provided with a wireless service plan.

The Superintendent is responsible for verifying:

- A. the need for each Board-owned PCD and wireless service plan is clearly justified for Board business purposes;
- B. alternative solutions for work production and communication are considered;
- C. employees provided with wireless service plans are notified of the purpose and limitations of usage;
- D. wireless service plan invoices outlining the details of usage are received and reviewed for conformance with this policy;
- E. employees reimburse the Board for non-business use; and
- F. a Board-owned PCD is returned and the corresponding wireless service plan is terminated when it is no longer justified by business requirements, the employee leaves the Board's employment, and/or when the employee has demonstrated a disregard for the limitation of this policy.

In deciding which staff members should receive a Board-owned PCD, the Superintendent will consider whether their jobs:

- A. require them to spend a considerable amount of time outside of their assigned office or work area during normal working hours and have regular access to telephone and/or Internet connections while outside their office or assigned work area:
- B. require them to be accessible outside of scheduled or normal working hours or to be contacted and respond in the event of an emergency; or
- C. consistently require timely and business critical two (2) way communication for which there is not reasonable alternative technology; (This is not intended to include occasional, incidental access or purely voluntary access such as checking e-mail from home.)

D. safety requirements indicate having a PCD is an integral part of meeting the requirements of the employee's job description.

Thereafter, an annual review of the service plans available shall be made to determine if the District's wireless service plans are the most economical and responsible available. Additionally, at least once annually, the Superintendent shall review the employee's actual usage (i.e. type and level of service) with the employee and, if warranted, authorize the acquisition of a different PCD and/or selection of a different wireless service plan that more nearly matches the employee's recurring business needs. Any such change in provider and/or service plans shall be presented to the Board for consideration and approval.

Possessing a Board-owned PCD is a privilege and all employees are expected to use them appropriately and responsibly. Employees are responsible for managing the cost effectiveness of PCD use by utilizing assigned landline and/or designated computers as available and appropriate. Employees should know that using a PCD to place calls outside the immediate area might result in roaming charges, in addition to long distance and regular charges, and that the Board is charged for both outgoing and incoming calls.

In order to continue to be eligible to receive a Board-owned PCD, staff members are required to answer all calls on his/her PCD and promptly respond to any messages.

Employee safety is a priority of the Board, and responsible use of PCDs includes safe use.

Using a PCD while operating a vehicle is strongly discouraged. Employees should plan accordingly to use the device prior to traveling or while on rest breaks. In the interest of safety for both Board employees and other drivers, employees are required to comply with all applicable laws while driving.

<u>Duty to Maintain Confidentiality of Student Personally Identifiable Information; Public and Student Record Requirements</u>

Employees are subject to all applicable policies and guidelines pertaining to protection of the security, integrity and availability of the data stored on their Board-owned PCDs.

Wireless communications, including calls, text messages, instant messages, and e-mails sent from PCDs may not be secure. Therefore, employees should use discretion in relaying confidential information, particularly as it relates to students.

Additionally, wireless communications, including text messages, instant messages and e-mails sent and/or received by a public employee or school official using their Board-owned PCD may constitute public records if the content of the message concerns District business, or an education record if the content includes personally identifiable information about a student. Wireless communications that are public records are subject to retention and disclosure, upon request, in accordance with Policy 8310 - Public Records. Wireless communications that are student records should be maintained pursuant to Policy 8330 – Student Records. Finally wireless communications and other electronically stored information (ESI) stored on the staff member's Board-owned PCD may be subject to a Litigation Hold pursuant to Policy 8315 – Information Management. Staff are required to comply with District requests to produce copies of wireless communications in their possession that are either public records or education records, or that constitute ESI that is subject to a Litigation Hold.

Except in emergency situations, employees are prohibited from using PCDs to capture, record or transmit the words (i.e. audio) and/or images (i.e. pictures/video) of any student, staff member or other

person in the school or while attending a school-related activity, without express prior notice and explicit consent for the capture, recording or transmission of such words or images. Using a PCD to take or transmit audio and/or pictures/video of an individual without his/her consent is considered an invasion of privacy and is not permitted, unless authorized by the building principal or Superintendent.

At no time may any PCD be utilized by an employee in a way that might reasonably create in the mind of another person an impression of being threatened, humiliated, harassed, embarrassed or intimidated.

Employee's Responsibilities

Employees are responsible for the safekeeping, care and custody of the PCDs assigned to them. Further, employees are responsible for the cost of misuse, intentional damage or reckless loss of the PCDs provided to them. The District does not provide or purchase insurance to allow for loss or damage to its PCDs.

Reasonable precautions should be taken to prevent unauthorized use/access to, or loss, damage, theft and/or vandalism to said devices. Upon resignation or termination of employment, or at any time upon request, the employee may be asked to produce the PCD for return or inspection. Employees unable to present the device in good working condition within the time period requested (e.g. twenty-four (24) hours) might be expected to bear the cost of a replacement. Employees who separate from employment with outstanding debts for equipment loss or unauthorized charges will be considered to have left employment on unsatisfactory terms and may be subject to legal action for recovery of the loss.

Each employee issued a Board-owned PCD will receive a detailed monthly statement for all charges. The employee must review the monthly statement for billing accuracy, then sign and date it verifying the employee's review. A copy of the signed and dated statement is to be submitted to the Superintendent within sixty (60) days of receipt of it by the employee. In accordance with procedure, if a personal call is made or received, or a text message, instant message or e-mail of a personal nature is sent or received on the employee's Board-owned PCD, the employee shall be billed for the cost of the personal calls made or received, or the text messages, instant messages or e-mails sent or received.

PCDs may not be transferred to any other employee without prior notification and approval of the Superintendent. Employees provided with a PCD understand that the PCD is owned by the Board. Any alteration or switching of PCDs must be approved in advance by the Superintendent.

Cellular telephone numbers provided by the Board, via contract with a wireless service provider/vendor, are considered business numbers of the District which shall remain and belong to the Board for its use, unless otherwise changed by the service provider/vendor or as mandated by the Federal Communications Commission.

The Board reserves the right to audit all Board-owned PCDs, which will include but not be limited to, a review of the detailed monthly statement upon submission after the requisite review by the employee. The detailed monthly service statements for all Board-owned PCDs as well as invoices and payment documents related to these accounts are public records and, as such, may be subject to disclosure and review.

Use of Board-owned PCDs for Personal Calls

The Board will routinely audit the phone log/record provided by employees to confirm that no personal calls were made and/or to ensure that the costs associated with any personal calls made by the

employee (including the employee's pro rata share of the monthly service charge) are timely reimbursed to the Board.

Use of a Personal PCD While at Work

During work hours, personal communications made or received, regardless of whether on a PCD, regular telephone, or network computer, can interfere with employee productivity and/or distract others. Employees are expected to use discretion in using personal PCDs while at work. Employees are asked to limit personal communication to breaks and lunch period and to inform friends and family members of the Board's policy in this regard.

In accordance with Policy 8625 and subject to the definitions therein, employees shall not operate a District motor vehicle at any time, or a personal vehicle while driving to/from any location on school business, while manually typing or entering multiple letters, numbers, symbols, or other characters into a PCD or while sending or reading messages on such a device for the purpose of non-voice interpersonal communication, including, but not limited to, communication methods known as texting, e-mailing, instant messaging, and snap chatting. Furthermore, an employee who violates this prohibition is subject to disciplinary action, up to and including termination.

When authorized in writing by the Superintendent the cost of using a privately-owned PCD for official business may be reimbursed to the employee. Having a privately-owned PCD is a choice the employee makes, and if the device is used for business purposes, any reimbursement will be for reasonable costs in excess of the base service plan plus any additional charges such as roaming fees or other fees and taxes incurred as a direct result of the business use. In no instances will the employee be reimbursed more than the monthly cost to the employee. To receive the reimbursement, the employee must document the inbound/outbound telephone number, name of person called, texted, or e-mailed or the individual who called, texted or e-mailed the employee, and the date and purpose of the communication along with the original service plan bill.

Potential Disciplinary Action/Cancellation of Board-Owned PCD

Violation of this policy may constitute just cause for disciplinary action up to and including termination. Use of the PCD in any manner contrary to local, State or Federal laws will constitute misuse, and will result in the Board immediately canceling the employee's privilege to use a Board-owned PCD and return of the device.

Reimbursement for Business Calls on Privately-Owned PCD

If a Board employee's job duties do not include frequent need for a PCD, the employee is not eligible to receive a Board-owned PCD. Such employees, however, may request reimbursement for the actual extra expenses of business cell phone calls. Reimbursement for per-minute "air time" charges is limited to the total overage charge shown on the invoice; expenses for minutes included in the employee's personal plan will not be reimbursed. The employee should make personal payment to the provider, and then submit a request for reimbursement, which details the date/time of the call, to whom the call was placed or from whom the call was received, and a brief description of the purpose of the call. A copy of the employee's wireless service bill must be attached to the request for reimbursement (the employee may redact any personal calls from the bill prior to submitting it). Business calls made on school property should be made from traditional land-line phones, when readily accessible, and therefore will not be reimbursed if made on a privately-owned PCD.

National School Lunch and Breakfast Programs Procurement Policy Statement for The School District of Leon County, Florida

INTRODUCTION

The following procurement policy statement shall govern all purchasing activities that relate to any aspect of the National School Lunch and Breakfast Programs. The intent of this statement is to provide guidance to our personnel and vendors on acceptable and/or required procurement practices. Our goal is to fully implement all required and recommended procurement rules, regulations and policies set forth in 7 CFR 210.21 and 7 CFR Part 3019 or by the State Agency.

PROCUREMENT PLAN - SMALL PURCHASE PROCEDURES (SPP)

The procurement method that shall govern all purchasing activities for this institution is called Small Purchase Procedures, "SPP". This method of procurement is outlined in National School Lunch Program regulations.

SPP shall be employed to procure all food service program related items that **do not exceed \$50,000 per year**, or per procurement event in aggregate purchases. If this threshold is exceeded or projected to be exceeded, then the sponsor shall use one of the other allowable methods which are: Competitive Sealed Bids, Competitive Negotiation (also called an RFP) or Noncompetitive Negotiation (also called Sole Source).

Note: The actual threshold for purchasing is the lesser of \$100,000 or the bid threshold established in the sponsor's procurement policy.

The sponsor's method of procurement recognizes these essential elements are required for this program to be in compliance with 7 CFR 210.21 and 7 CFR Part 3019.

- **A.** <u>Competition</u>: We shall demonstrate our goods and services are procured in an openly competitive manner.
- **B.** <u>Comparability</u>: We recognize for true competition to take place, we must maintain reasonable product specifications to adequately describe the products to be purchased and the volume of planned purchases based upon pre-planned menu cycles.
- **C.** <u>Documentation</u>: We shall maintain for the current year and the preceding three years all menus, production records, invitations to bid, bid results, and tabulations or any other significant materials that will serve to document our policies and procedures.
- **D.** <u>Code of Conduct</u>: This program shall be governed by the attached code of conduct and it shall apply to all personnel, employees, directors, agent, officers, volunteers or any person acting in any capacity concerning the food service procurement plan.
- **E. Procurement Review Process**: This procurement plan shall receive an internal program review on an annual basis by an independent second party staff person who is not associated with food service procurement. This review shall be summarized in written form and kept with the other required program documentation.
- **F.** <u>Contract Administration</u>: Purchases shall be checked or verified by designated staff to assure that all goods and services are received and prices verified. All invoices and receipts shall be signed, dated, and maintained in the documentation file.

Procurement Policy Statement for Sponsors of the National School Lunch and Breakfast Program

CODE OF CONDUCT

This written Procurement Code of Conduct governs the performance and actions of School Food Authority (SFA) officers, Board of Directors, employees or volunteers who are engaged in any aspect of bidding, procurement, contracting, federal grants or the administration and supervision of contracts supported entirely or in part by federal entitlement funds disbursed from the USDA. These regulations are found in 7 CFR Parts 210.21, 3016.36 (for Public and Charter Schools) and 3019.40-48 (for Private Schools and Institutions.)

- 1. No employee, officer, director, volunteer or agent of the Sponsor shall participate in the selection, award or administration of a bid or contract supported by NSLP funds if a conflict of interest is real or apparent to a reasonable person.
- 2. Conflicts of interest may arise when any employee, officer, director, volunteer or an agent of the Sponsor has a financial, family related, or other beneficial interest in the vendor firm selected or considered for a bid award or contract.
- 3. No employee, officer, director, volunteer or agent of the Sponsor shall do business with, award contracts to, or show favoritism toward a member of (his or her) immediate family, spouse's family or to any company or vendor who either employs or has relationship to a family member. The award of a contract or violates the spirit or intent of federal, state and local procurement laws and policies established to maximize free and open competition among qualified vendors shall be considered null and void.
- 4. The Sponsor's employees, officers, directors, volunteers or agents shall neither solicit or accept gratuities, gifts, consulting fees, trips, favors or anything having a monetary value in excess of ten dollars (\$10.00) from a potential vendor, bidder, or from any party to a sub-agreement or contract. (Examples of an acceptable gift would be; food product samples [may exceed \$10.00 value] when used to benefit the Sponsor and students; or a personal gift or meal valued at less than \$10.00 which is not intended to influence a procurement award or decision.
- 5. As permitted by law, rule, policy or regulation, the Sponsor shall pursue appropriate legal, administrative or disciplinary action against an employee, officer, director, volunteer, vendor or vendor's agent who is alleged to have committed, or has been convicted of, or pled no contest to a Child Nutrition related procurement infraction. If said person has been convicted, disciplined or pled no contest to a procurement violation, this person shall be removed from any further responsibility or involvement with grants management, procurements or bids, consistent with the Sponsor's, state or federal regulation and policy.

"In accordance with Federal law, and US Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call 800-795-3272 or (202)720-6382 (TTY). USDA is an equal opportunity provider and employer."

ALPHABETICAL GLOSSARY OF TERMS

Annual Bid: An annual bid is sought when an ongoing need for a specific product or service is established. Generally these contracts are entered into for a specified initial timeframe with an option to renew for additional terms if both parties agree to the renewal.

Bid: An offer by a vendor to provide an item at a specific price within an identified timeframe.

Bid Specifications: A detailed listing of the specific requirements to be met by the vendor responding to an ITB or RFP for materials, goods or services.

Blanket Purchase Order: An open ended contract which designates one supplier for items frequently needed by a particular school or department. The blanket purchase order must define the length (term), conditions, delivery instructions and total dollar value for purchases from a vendor. Blanket purchase orders may not exceed \$48,000.00 for any fiscal year and/or \$4,000.00 in monthly purchases.

Competitive Bid: Two or more valid responses to an Invitation to Bid or Request for Proposal.

Emergency Purchase: An emergency purchase is one brought about by a sudden unexpected event such as a civil disturbance, fires, floods, accidents, acts of God, severe heat/cold, power failure, equipment failure, etc., or circumstances or caused that are beyond the control of the Board. Failure to use reasonable diligence or foresight in anticipating requirements/deadlines is not a valid reason for using emergency purchases.

Encumbrance: The designation/withholding of funds in a budget coding strip to guarantee that sufficient funds are available to pay for the items/services.

Informal Quote: An informal quote is either a written or verbal quotation from a vendor. It does not require a public opening at a specific time or date. Informal oral quotes are required on all items anticipated to cost between \$8,000.00 and \$50,000.00. Three informal quotes should be sought and a written documentation of such quotes should be made. This documentation should include, but not be limited to, the vendor name, contact number, and the amount of the requested quote (either in unit prices or as a total dollar amount, whichever is most appropriate).

Invitation to Bid (ITB): An ITB is a formal bid process that is utilized for products/services known to be in excess of \$50,000.00 and where price is the key factor in the purchasing decision. The process involves identification of a need for products or services and the development of specifications detailing that need.

Local Small Business Enterprise: The LCSB has determined that funds generated in the community should, to the greatest extent possible, be placed back into the local economy. Therefore, the LCSB has determined that it is in the best interest of LCSB and the community to give a preference to Local Small Business Enterprises (LSBE) in making such purchases whenever the application of such a preference is reasonable in light of the dollar-value or other documented benefits of the proposals received in relation to such expenditures

Originator: The individual/department who determines a need for particular goods or services and who initiates the purchasing process by requisitioning for a purchase order.

Purchase: A purchase is an acquisition by any manner, whether by rent, lease, lease-purchase or outright payment from an identified source of required products or services. Within this definition, the following are NOT considered a purchase of goods or services:

- o Transfer, sale or exchange of property within the school district
- Utilities services
- o Public communications (telephone, telegraph, FAX, etc.)
- Transportation of persons or things.

Purchase Order: A purchase order is an official contract of agreement between the District and a supplier.

Quotation: A quotation is an informal process of gathering pricing information.

Request for Proposal (RFP): An RFP is a formal bid process that it is typically utilized for provision of products and services known to be in excess of \$50,000.00 involving detailed processes where factors other than price will be used to make the final purchasing decision. The RFP specifications would provide general and specific instructions, applicable laws and rules, a statement and/or narrative of the anticipated services of the contract, a work detail analysis and an evaluation criterion.

Sole Source: A commodity or service for which an individual, group or group of individuals has the sole and exclusive right to manufacture and/or sell or provide a commodity or service that has been identified to be compatible or desirable for utilization with existing district equipment or operations.

Split Purchase Order: Submitting multiple purchase order requisitions to the same vendor or different vendors for the same category of items/purpose at approximately the same time and for the same project, with the purpose of avoiding the purchasing threshold limits.

Tie Bid: Two or more bids which are equal with respect to price, quality and service options. When a tie bid exists and all factors are equal, preference will be given to a local vendor when applicable.

Valid/Responsive Bid: A responsible offer which is in full or substantial compliance with the bid specifications.

EXHIBIT A Purchasing Department Policy & Procedure Manual

LEON COUNTY SCHOOL DISTRICT





SKYWARD USERS MANUAL

LEON COUNTY SCHOOL DISTRICT PURCHASING / RECEIVING



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Requisitions

This chapter describes how to create requisitions using the Requisitions Main Screen from the SKYWARD web client. Initially access to create requisitions will be limited to the Bookkeeper or other designated staff.

What is Requisition Entry?

Requisition Entry allows users to enter requests for items that they would like to have purchased. These requests follow an approval chain, eventually turning fully approved requisitions into Purchase Orders.

When would I use Requisition Entry?

This area would be used whenever you need an item purchased that requires approval.

Overview

The high-level processes required to create a requisition are outlined below.

- Step 1: Navigate to the Requisitions Main Screen
- Step 2: Add a New Requisition
- Step 3: Enter Master Requisition Information
- Step 4: Enter Requisition Information
- Step 5: Add Requisition Detail Lines
- Step 6: Add Requisition Accounts Distribution
- Step 7: Submit for Approval

Step 1: Navigate to Requisitions Main Screen

(https://skyward.iscorp.com/script

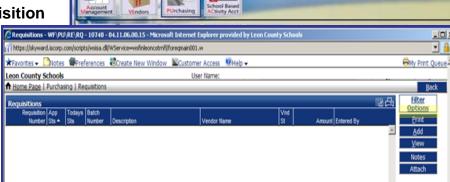
Click on Financial Management (FM), Purchasing (PU), Requisitions (RE)

Breadcrumbs: FM/PU/RE

The **Requisitions Main** screen opens.

Step 2: Add a New Requisition

Click [Add] from the <u>Requisitions Main Screen</u> to add a new requisition The <u>Requisition Master</u> <u>Information</u> Screen opens.



Skyward Financial Management - WF - 10636 - 04.11.06.00.14 - Windows Internet Explo

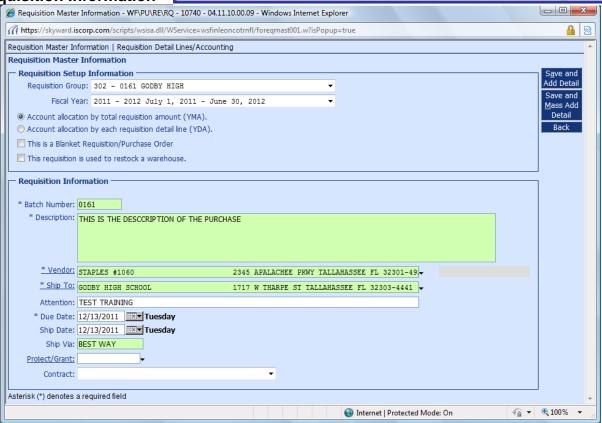
isa.dll/WService::wsfinleoncotmfl/sfmhom01.w

Notes Preferences €Create New Window Customer Access VHelp •

RESOURCES FINANCIAL MANGEMENT

User Name:

Step 3: Enter Master Requisition Information



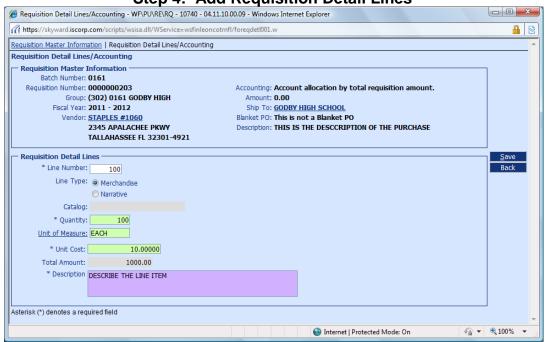
FIELD	FIELD DESCRIPTION
Requisition Group	The drown drop list contains a list of all Cost Centers that you have
	rights to create *requisitions for.
	*If the requisition requires an ERF then select the appropriate group
	that contains ERF required in the title i.e. Leon and Leon ERF REQ
Fiscal Year	Defaults to the current Fiscal Year

FIELD	FIELD DESCRIPTION
Account allocation by	Indicates that the accounting to pay this Purchase Order will be based
total requisition amount	on the total amount of the PO.
(YMA)	
Account allocation by	Indicates that the accounting to pay this Purchase Order will be
each requisition detail	designated for each line item detail on the PO. Accounting has to
line (YDA)	added for each item purchased
This is a Blanket	Select this option to enter Blanket PO's
Requisition\PO	
Description	Generic description describing the contents of the requisition
Batch Number	Enter your Cost Center Number
Vendor	Click the drop down to select a Vendor. Be sure to select the ORDER
	FROM Vendor
Ship To	Click the drop down to select a location to ship to
	Will be setup to default to the Cost Center; can be edited.
Attention	Defaults to Bookkeeper Name
Due Date	Defaults to today's date
Ship Date	Defaults to today's date
Ship Via	Preferred shipping method (UPS, FedEx, Freight, Standard, etc.)
Project Grant	N\A
Contract	N\A

Required fields are marked with an (*).

Click the **[Save and Add Detail]** button to add individual line items to the requisition one at a time or **[Save and Mass Add Detail]** to add line items in groups of five at a time to the requisition. The **Requisition Detail Lines**\Accounting screen opens.

Step 4: Add Requisition Detail Lines



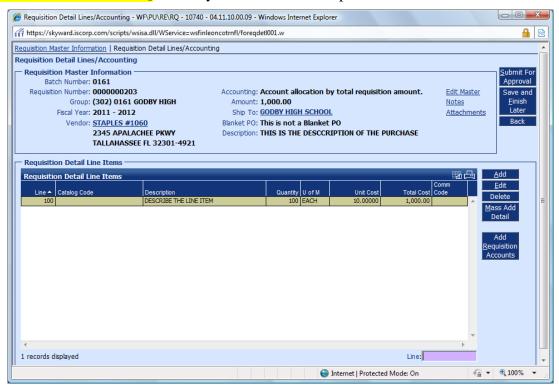
Enter the following information on **Requisition Detail Lines\Accounting** screen

FIELD	FIELD DESCRIPTION
Line Number	The requisition group to use. The drown drop list
	contains a list of all Cost Centers that you has rights to
	create Requisitions for.
Line Type	Merchandise – An item that you are ordering.
	Narrative – A text line that will print at the bottom of the
	PO.
Catalog	N\A
Quantity	Total number ordered
Unit of Measure	Can be entered or selected from a lookup table; HRS,
	BOX, LBS, etc.
Unit Cost	Cost per unit of measure
Total Amount	Calculated based on Quantity x Unit Cost
Description	Line Item Description

Click [Save] to add the line item.

The information is added to the **Requisition Detail Lines**\Accounting screen as depicted below.

- Click [Add] to add additional line items one at a time.
- Click **[Edit]** to edit the selected line item
- Click [Delete] to delete the selected line item
- Click [Mass Add] to add additional line items in groups of five at a time
- Click [Save and Finish Later] to save your work to be completed at a later time



Once all line items are entered, accounting information can be entered.

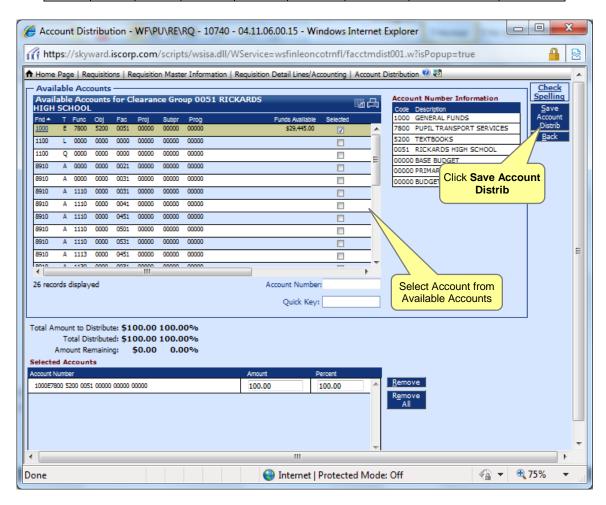
Click [Add Requisition Accounts] to add account details to the requisition.

The following **Account Distribution** screen opens.

Add Requisition Account Distribution

Overview

	Fund	Type	Func.	Object	Facility	Project	Sub-Project	Program
OLD	110	Е	5100	3900	0021	23019	00000	05100
NEW	110 0	Е	5100	3900	0021	23019	00000	05100



The Available Accounts section displays all accounts that you have access to. Select the appropriate account to allocate funds.

More than one account can be selected.

The Account Number Information Section displays accounting information about the selected account.

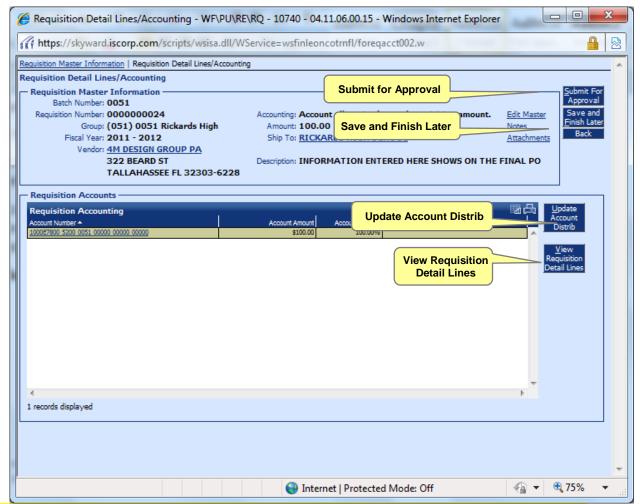
The account can be distributed by amount or percentage across all selected accounts.

The percentage must equal 100, or the total amount allocated across the self-diagram diagrams amount.

Account Detail for Selected Account

Click [Save Account Distrib] to save the account distribution and return to the Requisition Detail Lines\Accounting screen shown below.





Click the [Submit for Approval] button to route the requisition to the Principal\Director for approval.

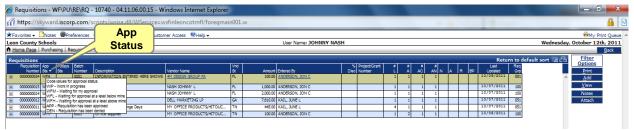
You will be returned to the <u>Requisitions Main</u> screen which now shows the requisition with a status of WPH-Waiting for Higher approval.

- If you decide to click [Save and Finish Later] you will be returned to the <u>Requisitions Main</u> screen and the requisition would have a status of WIP Work in Progress.
- See a full list of status codes explained later in this section.



You role is now complete until the requisition is approved and becomes a Purchase Order. To view a list requisition status codes:

Click the **Drop down Arrow** located in the upper right corner of the App Status column.



The following list of various approval statuses is displayed.

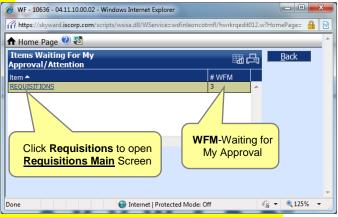
Code Values for approval status:			
WIP	Work in progress		
WFM	Waiting for my approval		
WFL	Waiting for approval at a level below mine		
WFH	Waiting for approval at a level above mine		
APP	Requisition has been approved		
DEN	Requisition has been denied		

Approving a Requisition

The approval process in Skyward is multifaceted. Preferences can be set to notify approvers via email when requisitions are waiting for their approval. The alerts icon on the Skyward Main Screen indicates that there are requisitions awaiting your approval. The **Requisitions Main** Screen displays the current status of any requisition that you are a part of the approval workflow.



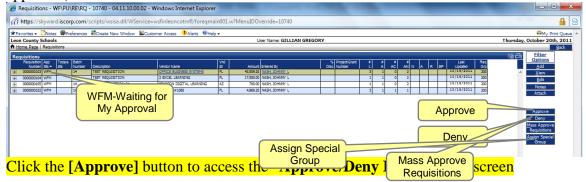
Click the [Alerts] icon from the Main Window to open the following window - "Items Waiting for My Approval/Attention".

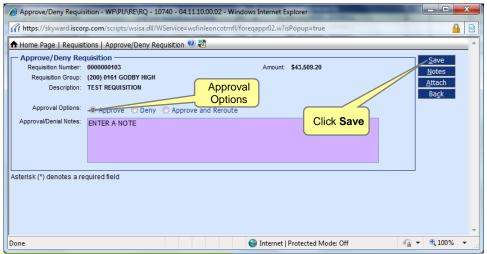


Click the Requisitions line to open the "Requisitions Main" Screen.

*Note the status "WFM"

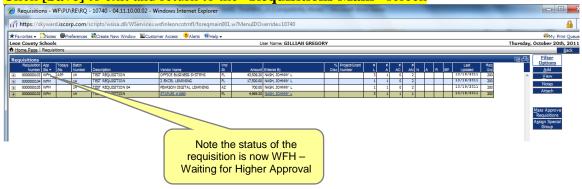
The "**Requisitions Main**" screen contains all requisitions with requisitions needing my approval\attention listed first.



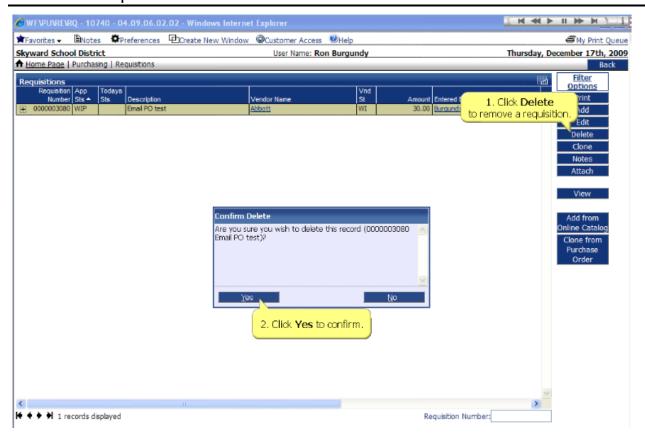


Click the [Aprove] radio button and enter a note.

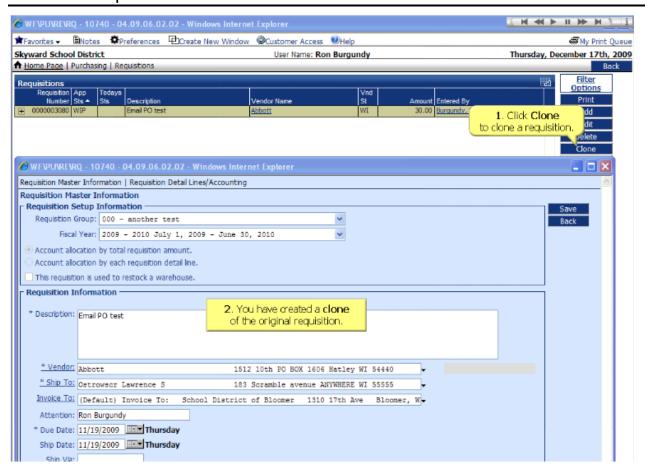
Click [Save] to exit and return to the "Requisitions Main" screen



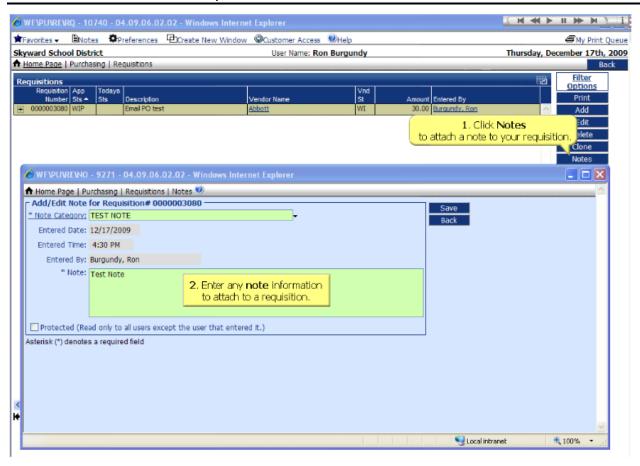
Delete a Requisition



Clone a Requisition



Attach a Note to the Requisition



Receiving

The following chapter explains how merchandise and services are received in SKYWARD.

When would you add a receiving record?

You would add a receiving record when you receive items from your PO.

Why would you add a receiving record?

You would add a receiving record to keep track of what has been received compared to how much was ordered.

Step 1: Navigate to the Receiving Screen

Click on Financial Management (FM), Purchasing (PU), PO Receiving (PO)

▼ Breadcrumbs: FM\PU\PO

Step 2: Add a Receiving Record

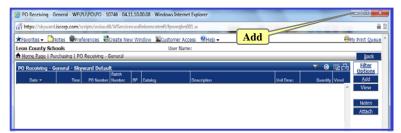
The <u>PO Receiving – General</u> screen opens. records added by you.

Click Add to add a new receiving record.

The **PO Line Items** screen opens



The PO Receiving – General screen opens. The PO Receiving screen lists previous receiving



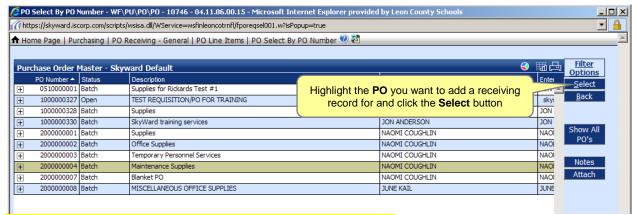


To begin the receiving process you must first find the Purchase Order that you want to add a receiving record for.

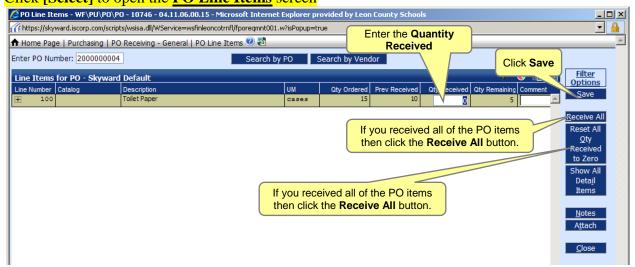
You can search for PO's by PO Number, Vendor or by viewing all PO's.

Click [Search by PO]

The **PO Select by PO Number** screen is displayed containing all of your open Purchase Orders



Highlight the PO that you want to add a receiving record for: Click [Select] to open the PO Line Items screen



Line Number, Catalog, Description, Unit of Measure (UM), Qty Ordered and Previous Received are all pre-populated from the Purchase Order and existing receiving records.

Enter the quantity received in the Qty Received field.

- Vou cannot receive more than the Qty Remaining. The Qty Remaining will update as you enter values.
- If you have received all items on the PO then Click [Receive All] to automatically populate the Quantity Received with the Quantity Remaining.
- Click [Reset All Qty Received to Zero] to reset the Quantity Received to 0. This does not affect any previously received quantities.
- ∇lick

Enter any comments in the Comments field. Click [Save] to save the record

You are returned to the PO Receiving – General screen.

The receiving process is COMPLETE.

What are PO Receiving Attachments?

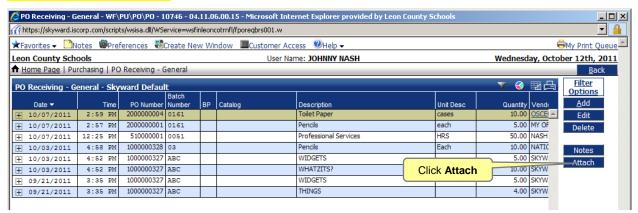
PO Receiving Attachments enable a user to add a Document File and\or a URL to a PO Receiving record.

When would I use PO Receiving Attachments?

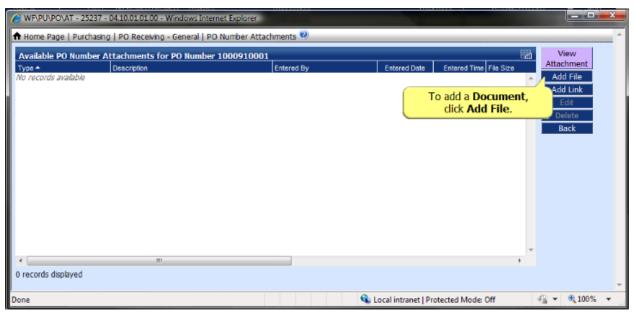
A user can add a Document, Purchase Order for an electronic record of receipt.

From the **PO Receiving – General** screen

Click the [Attach] button

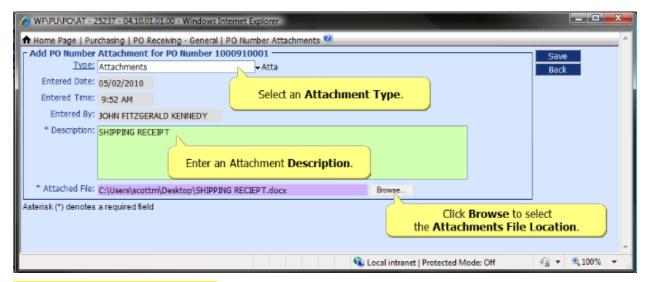


The **PO Number Attachments** screen opens



Click [Add File] to add a Document

The Add PO Number Attachment screen opens



Enter the requested information

FIELD	FIELD DESCRIPTION
Туре	Select the type of attachment from a pre-populated list of document types.
Entered Date	Defaults to today's day
Entered Time	Current time
Entered By	Defaults to Current User
Description	Description of the attachment
Attached File	Click Browse and select a file to upload

Click [Save]

Ordering From the Warehouse

STEP 1: Navigate to the Inventory Requisitions Screen

Click Financial Management (WF), Inventory (IN), Requisitions (RE)

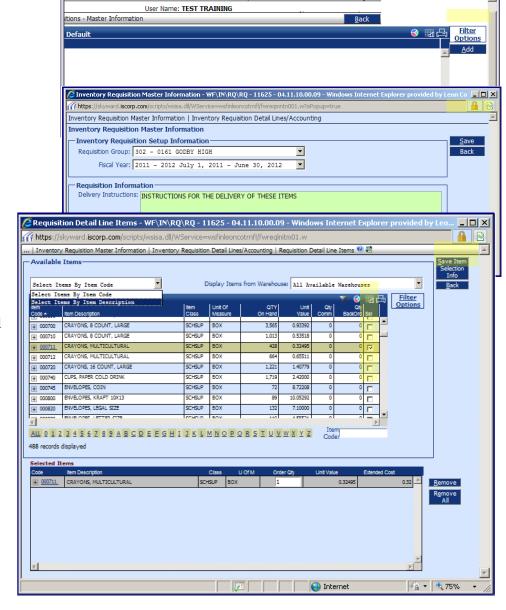
Step 2: Add a Warehouse Requisition

Click the [Add] button

Complete the Requisition Information Screen.
Click the [Save] button

Select the item from the Warehouse that you would like to order.

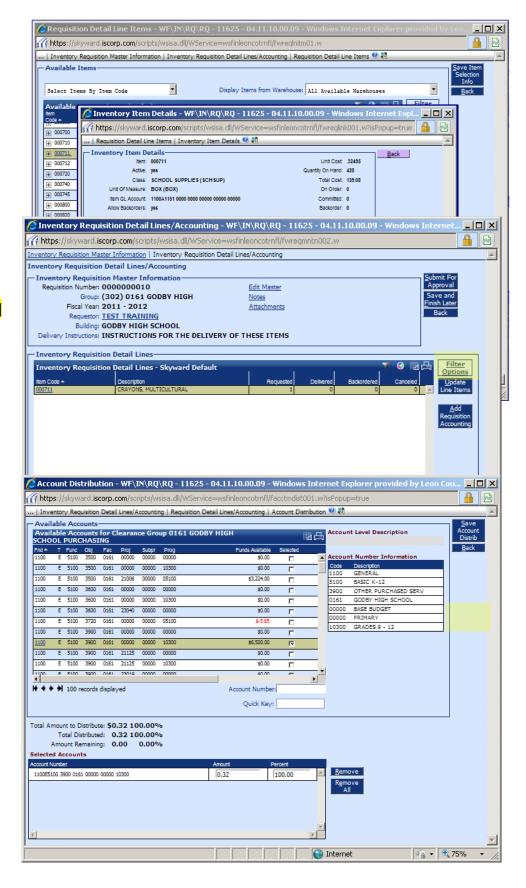


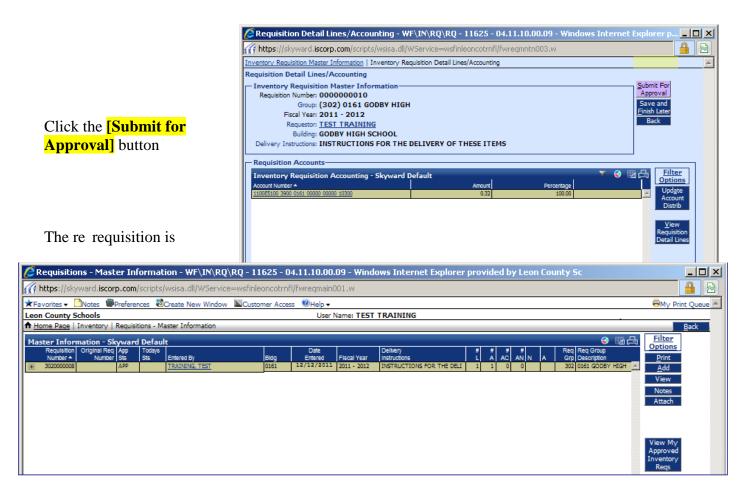


Verify Quantity on Hand

Click the [Add Requisition Accounting] button

Select Account
Distribution
Click the [Save Account
Distrib] button





approved and submitted automatically to the Warehouse to be fulfilled.