

**PROCEDURES**

**AND**

**POLICIES**

**PURCHASING**

**PCSD**

**2018-2019**

## Table of Contents

Section I- General Statements.....	3
Section II- Definitions.....	4
Section III- Responsibilities and Functions of the Purchasing Department.....	8
Section IV- Purchasing Thresholds less than Category Two.....	11
Section V- Purchasing Thresholds more than Category Two.....	13
Section VI- Instructional Materials.....	16
Section VII- Petty Cash Purchases.....	16
Section VIII- Purchasing Card Program.....	17
Section IX- Lease and Lease Purchases.....	18
Section X- Miscellaneous.....	18
Appendix 1- Terms and Conditions.....	21
Appendix 2-Acknowledgement of Policy.....	24
Appendix 3- Samples of RFP Documents.....	26
Appendix 4- Non Discrimination Statement.....	31
Appendix 5- Public Entity Crimes Statement.....	32
Appendix 6- Debarment, suspension By Executive Order Statement.....	33
Appendix 7- Conflict of Interest Statement.....	34
Appendix 8- Samples of RFP Language-SFS.....	35
Appendix 9-Procurement Policy Related to SFS.....	39
Appendix 10- Code of Conduct School Lunch and Breakfast Programs.....	43

## Section I

### General Statements

**The Putnam County School District** (herein **PCSD**) shall develop and adopt policies as may be prescribed by Florida Statutes and State Department of Education Rules in establishing a plan to be followed in making purchases of commodities or services.

The PCSD recognizes that fair and open competition is a basic principal of public purchasing; that such competition reduces the appearance and opportunity for favoritism and inspires public confidence that contracts are awarded equitably and economically. To accomplish this, the Superintendent or his designee, the Director of Purchasing, in matters related to purchasing, for purchases of commodities or services totaling less than the formal bid-threshold adopted by the PCSD, may choose to use informal or formal written quotes or for purchases of commodities or services totaling more than the formal bid threshold adopted by the PCSD may choose to issue requests for bid proposals, request for proposals or request for qualification statements. Specific procedures to be followed in both instances are set forth later in this manual.

This purchasing procedure manual endeavors to define when informal quotes can be used to select the lowest price from a responsible and responsive supplier or if formal written quotes or the competitive sealed proposal process has to be used to select the supplier. It discusses situations when State Statutes and the State Board of Education Rules may, by regulation, provide for alternative procedures to the competitive sealed process when the character of the item requested renders competitive sealed proposals impractical. Procedures for emergency and sole source purchases are discussed as well as procedures for the purchase of commodities or services when the cost is determined to be less than or more than the amount established for the Category Two Bid Threshold as defined in Florida Statutes, Chapter 287.017. The Superintendent or his designee (the Director of Purchasing, as it relates to these procedures) may also deem it to be in the best interest of the PCSD to use State Purchasing Contracts, State Pricing Agreements, or other Governmental Agency contracts such as but not limited too other School Districts, Counties, or Cities.

Expenditures from the district and all other funds available for the public school's programs conducted in the Putnam County School District shall be authorized by law and must be in accordance with policies and procedures approved and adopted by the PCSD. This manual is intended to establish and describe appropriate procedures and mechanisms to govern the expenditure of funds available to the PCSD for the purchase of commodities and services required in conducting the business of the PCSD.

No person, **unless authorized by PCSD Policy**, may make any purchase, any rental, or enter any lease or contract involving the use of PCSD funds, including petty cash and internal funds. All purchases of commodities or services, excluding petty cash purchases, regardless of the process used to determine the cost and supplier, will require the issuance of a PCSD purchase order prior to obligating or encumbering PCSD funds.

## Section II

### Definition of Words or Terms Applicable to Purchasing

**Purchasing**, in general, describes the process of buying, i.e., learning of a need, locating and selecting a supplier, negotiating prices and other pertinent terms, and follow-up to ensure delivery of the commodities or services. The important consideration that separates **public purchasing** from **private sector purchasing** is the use of **public funds** and certain restrictions designed to control the expenditure of the public funds (**taxpayer's dollar**). Such controls are in the form of specific laws and regulations, competitive bidding, fixed budgetary limitations, rigid auditing of accounts, and prescribed specifications.

**Expenditure of Public Funds** shall be limited to the amount budgeted under the classification of accounts provided for each fund and to the total amount of the budget after the budget has been amended and approved as prescribed by law and regulations of Florida Statutes and the State Board of Education Rules. The PCSD shall endeavor to **obtain maximum value** for all expenditures (Florida Statutes, Chapter 237.02 and Chapter 1011). The emphasis in public purchasing is to obtain greater value for the tax dollar.

**Director of Purchasing**, as an agent of the PCSD, has authority to issue and sign PCSD purchase orders as well as a custodial relationship to PCSD funds; his first and foremost obligation is integrity in spending those funds. The Director of Purchasing is responsible for ensuring that PCSD funds are spent in compliance with State Statutes, Department of Education Rules, and PCSD Policies. The Director of Purchasing is also responsible for the active searching out and dissemination of ideas and suggestions concerning cost savings or for improved commodities and services available from the many suppliers with whom the Director of Purchasing deals. The Director of Purchasing has the approval and authority to prepare and issue formal or informal requests for price quotes on commodities and services; prepare and issue requests for written & sealed bid proposals (RFBP), requests for written & sealed Proposals (RFP), or requests for quotations (RFQ). Proposals received in the Purchasing Office on or before the date and time specified in the proposal documents are opened and tabulated under the supervision of the Director of Purchasing. Once the proposals have been opened and tabulated, the Director of Purchasing will establish an evaluation committee to evaluate and make recommendations for award, in some cases may recommend rejection of proposals to the Superintendent who then presents the recommendation to the PCSD for action. The Director of Purchasing has approval and authority to sign leases for tangible person property if the amount of the lease does not exceed the bid threshold adopted by the PCSD.

**Purchase Requisitions** are processed and submitted to the Purchasing Department by each School or Department and serve two functions: (1) to inform purchasing of the needs of the School or Department for commodities or services and (2) to authorize the encumbrance of School or Department funds. Authorization to encumber the School or Department funds to complete the purchase order process of reviewing, printing, signing, and mailing or faxing purchase orders is evidenced by the approval trails included in the transmission of purchase orders to the Purchasing Department. The purchase order cannot be completed or printed by the Purchasing Department until the School or Department and finally, the Director of Purchasing approved the request. The Director of Purchasing and his staff reviews all purchase requisitions entered, paying with attention to the vendor, the description of the commodities or services, price, and accounting code. The Director of Purchasing may reject the purchase order for improper execution such as an incomplete description of commodities or services, incorrect account codes, incorrect ship-to address or if it is determined that changing vendors will result in better prices or better quality of

commodities or services.

**Purchase Orders** are generally regarded as containing the offer by the PCSD to purchase and becomes a legal contract when accepted by the vendor. Once a contract (purchase order) is executed (issued and accepted), it is expected that both parties will adhere to the terms and conditions of the contractual agreement (purchase order). Both contracting parties will have to agree to the the cancellation of a purchase order or to changes to a purchase order.

**Blanket Purchase Orders** are contractual agreements under which the vendor agrees to provide commodities or services to the PCSD on a demand or as-needed basis for a specified period of time or up-to a specified amount. The blanket purchase order generally establishes price, terms, conditions, and the period covered (month, year). Quantities do not have to be specified. Shipments are made as needed or required by the PCSD.

**If a PCSD employee makes a commitment to a purchase before a properly executed purchase order is signed and issued by the Director of Purchasing; by PCSD policy that employee could be required to pay for the commodities or services from personal funds.**

**A Change order** is a written modification to a purchase order or to PCSD contractual agreements, which normally establishes a change to the cost of the purchase order or contract. Change orders to purchase orders below the formal bid threshold for Category Two, as defined in Florida Statutes, Chapter 287.017, may be approved by the Director of Purchasing. However, prior to approval of the change order, the Director of Purchasing will discuss the proposed change order with the appropriate person at the School or Department. Change orders to purchase orders or contractual agreements resulting from the competitive sealed bid or proposal process and exceeding the formal bid threshold amount, as defined, will require PCSD approval prior to changing either a purchase order or contractual agreement as originally issued.

**Any changes to Purchase Orders that total less that \$100.00 do not require prior approval.**

**Emergency Purchases** are described as purchases necessary to remedy a situation that has been determined to be an immediate danger to health, welfare, or other substantial loss to the PCSD. If a situation has been determined to be an emergency by the Superintendent or his designee the competitive bidding process can be waived by PCSD action. Emergency purchasing procedures are detailed later in this manual.

**Sole Source Purchases** are described as a purchase of commodities or services when only one acceptable supplier has been identified who is able to furnish the required good or service. The Director of Purchasing has sole responsibility for making all sole source determinations since the potential elimination of competition exists. The Director of Purchasing must carefully examine the intended use of the good or service and assure that only one supplier is capable of satisfying the specifications and intended use. The Director of Purchasing must determine that the price is fair and reasonable. Negotiations are called for, especially where the purchase is substantial. The Director of Purchasing will require a letter from the potential supplier stating why and that they are, in fact, a sole source supplier. Items over \$25,000.00 will be posted on the website for a period of 7 business days. The possible supplier will have 48 hours after the close of posting to document item.

**Contract:** As established by the Uniform Commercial Code, means a legally enforceable agreement to do or not to do a specified thing. The total legal obligation results from the parties' agreement as affected by the UCC and/or any other applicable rules of law. To be legal, a contract

must have the following basic elements:

- Competent parties (either the principals or their agents)
- Legal subject matter or purpose
- Offer
- Acceptance
- Consideration
- Mutuality of purpose
- Definiteness

Contracts exist in a variety of types, usually either some type of fixed price or cost. Regardless of the type or name, to be a valid and legal contract, all the basic elements stated above must exist. The most common contract document used by the PCSD is the purchase order. The PCSD does not use any type of oral contract, all purchases of commodities or services shall be evidenced by a PCSD purchase order or an owner-contractual agreement (major construction projects).

**Informal Proposal, Informal Bid, or Informal Quote** is defined as either a written or a verbal quotation from at least three or more responsible suppliers. Neither a formal public opening at a specific time or date nor an action for the award by the PCSD is required as a part of the process.

**Responsible Bid Proposals or Proposals** are defined as a responsible offer in full compliance with the specifications and conditions of the request for bid proposals or proposals issued by the PCSD.

**Competitive Sealed Proposals, Formal Bids, or Competitive Sealed Bids** are defined as sealed bid proposals, or proposals with the title, date and hour of the **public** opening designated in the documents issued by the PCSD. The request for proposals include printed instructions prescribing all general and special rules, regulations and conditions for submitting a bid proposal or proposal, and criteria that will be used to evaluate the proposal offered. To be responsive the proposal offered must contain a manual signature by the owner(s) or an authorized representative of the firm offering the bid proposal or proposal. "Competitive Sealed Bid", "Competitive Sealed Proposal", or "Formal Bid" are terms generally used and are interchangeable. Regardless of the term used, PCSD action is required for the award of any contract that may result from the process.

**Request for Bid Proposals (RFBP) or Invitation to Bid** means a written solicitation for competitive sealed bid proposals with the title, date & hour of the public opening designated. Specifications of the commodities, group, and quantity of commodities or definitions of services for which bid proposals are sought are an integral part of the RFBP documents. Included are instructions prescribing all general conditions, special conditions, and other regulations for the bidding process, evaluation criteria and space or spaces are provided for the proposal offered and a manual signature of an authorized owner, owner's representative or agent.

**Request for Proposals (RFP)** means a written solicitation for competitive sealed proposals with the title, date & hour of the public opening designated. Request for Proposals is used when a specific description or definition of the scope of work for which the commodities, group of commodities or the contractual services cannot be clearly defined. RFP's may also be used when requesting that a qualified person or business entity propose a good, a group of commodities or a contractual service to meet the need specified in the RFP documents. A Request for Proposal includes, but is not limited to, general information, applicable laws and rules, functional or general specifications, statement of work, proposal instructions, and evaluation criteria and shall state the relative importance of price and any other criteria that may be used to evaluate the proposal.

**Responsible Bidder, Qualified Bidder** means a person or business entity that has the capacity and capability to perform completely the contractual requirements, whether for commodities or services and has responded in all respects to PCSD requests as specified in the requests documents.

**Term Bid** is defined as a bid proposal or proposal of indefinite quantity whereby vendors furnish commodities or services during a prescribed time period (such as 3, 6, or 12 months or until a specified date). The elapse of the specific time period or date completes such a contractual agreement.

**Definite Quantity Bid** is defined as a bid proposal in which the vendor(s) agree to furnish a specific quantity on a one-time basis.

**Identical (Tie) Bids** is defined as two or more bid proposals or proposals received by the PCSD that are equal in every respect as to terms, conditions, price, quality, and service. Award of Tie Bids proposals; except for preferences that may be outlined in PCSD Policy, shall generally be determined by lot (e.g., coin toss) or, on factors deemed to serve the best interest of the PCSD.

**Renewal** means contracting with the same contractor for an additional period of time after the expiration of the initial contract period and at the same terms, conditions and prices as in the original contractual agreement. The original contract terms must contain language for such renewal and both contracting parties must agree to the renewal.

**The extension** means an increase in the time allowed for the contractual period due to circumstances which, without fault of either party, make performance impracticable or impossible, or which prevent a new contract from being executed. An extension may be for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in the initial contract. There shall be only one extension of a contract unless the failure to meet the criteria set forth in the contract for completion of the contract is due to events beyond the control of the contractor.

**Commodities or Commodities** means any type of supplies, materials, equipment, and food or other personal property including portable structures or trailers containing less than 3,000 square feet of floor space purchased, leased, or otherwise procured by the PCSD.

**A contractor** is a person or business entity that contracts to provide commodities or services to the PCSD

**A local vendor** is described as a vendor whose principal place of business is located in Putnam County, Fl.

**Competitive Selection** for each proposed project, the PCSD shall evaluate statements of qualifications and performance data requested and submitted regarding the proposed project, and shall conduct discussions with, and may require public presentations by, no fewer than three firms regarding their qualifications, approach to the project, and ability to furnish the required services.

**Competitive Negotiations** as defined by the Consultant's Competitive Negotiations Act, Florida Statutes, Chapter 287.055, means the PCSD shall negotiate a contract with the most qualified firm for professional services at compensation that the PCSD determines is fair, competitive, and reasonable. In making such determination, the PCSD shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. Should

the PCSD be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the PCSD determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The PCSD shall then undertake negotiations with the second most qualified firm and so on until a contract is executed.

**Continuing Contract** is a contractual agreement for professional services entered into in accordance within the scope of the Competitive Negotiations Act, Florida Statutes, Chapter 287.055 between the PCSD and a firm whereby the firm provides professional services to the PCSD for projects in which construction costs do not exceed \$1 million, for study activity when the fee for such professional services does not exceed \$50,000, or for work of a specified nature as outlined in the contract required by the PCSD, with no time limitation except that the contract must provide a termination clause.

**Public Records:** The contractor(s) agrees to retain all books, records, and other documents relative to this agreement for three (3) years after final payment. The District, its authorized agents and/or Federal representatives shall have full access to, and the right to, examine any of said materials during said period. If an investigation or audit is in progress, records shall be maintained until the stated matter is closed.

## **Section III**

### **General Responsibilities and Primary Functions of the Purchasing Department**

**Develop and administer** a program to advise all Schools and Departments on correct purchasing procedures for the procurement of all supplies, materials, furniture, fixtures, equipment, and services in such a manner that the maximum value will be obtained from PCSD funds expended.

**Formulate, review or modify** standards or specifications for all commodities or services. In the formulation, review, or modification of any standards or specifications, the Purchasing Department may seek the advice, assistance, and cooperation of any source to establish precise requirements for any given item or items. In the Establishment of suitable specifications for equipment, supplies, and services certain brands, if available, may be used as the "standard" that meets specifications or contain the desired features and quality of the commodities or services desired. To avoid lessening competition, brands that have not been named as a "standard or name brand" will be reviewed by purchasing to determine if they meet the desired specifications. After specifications and standards have been developed and adopted, each standard or specification shall until revised or rescinded, apply to every purchase of the described item(s). No School or Department shall be exempt from compliance with established standards or specifications. However, the Purchasing Department, whenever it deems necessary, may waive the requirements of this section due to unusual or particular circumstances.

**Negotiate and execute** purchase orders, contractual agreements, and leases with vendors that best serve the interest of the PCSD.

**Consolidate purchases** of like or common items for the purpose of maximizing economic benefits and obtain the maximum from expending PCSD funds.

**Maintain a file** of the current contractual agreements awarded by the PCSD or contractual agreements of other governmental agencies that may be beneficial to the PCSD. The file will contain information on suppliers, dates of the contractual agreement, and ordering information. Schools and Departments will be notified of these agreements so purchases can be made under

these agreements when it is advantageous to the PCSD.

**Develop and maintain** a current list of qualified vendors whose reputations, financial position, and price structures are acceptable for consideration as credible sources of supply. A list of potential suppliers for various types of materials, equipment, and supplies will be kept up-to-date and available. Among other things, this list will be used in the development of mailing lists for distribution of requests for competitive sealed proposals. The Director of Purchasing may remove the name of a vendor or supplier from the vendor mailing list, for reasons of non-performance, failure to respond to three (3) consecutive requests for bid proposals, or other pertinent factors deemed irresponsible and valid. Any attempts to influence an award resulting from a request for bid proposals shall be considered a primary justification for removal of a vendor from the mailing list(s). School or Departments shall report to the Purchasing Department, any significant violation of a purchase condition by a supplier. Upon such notification, and following proper notice to the supplier, the Director of Purchasing may remove such supplier from the mailing list and notify all Schools or Departments to cease doing business with the said supplier for such time as deemed necessary.

**Work with Schools and Departments** to improve and promote better community and supplier relations. To help achieve this objective, the Director of Purchasing shall routinely visit local suppliers and establish lines of communication with all suppliers.

When user Schools or Departments are unable to resolve contractual violations or are faced with continuous supplier problems or inferior commodities, late deliveries, etc., the Director of Purchasing must be notified in writing of the specific violations or problems. Unless deemed an emergency that requires immediate attention, all complaints will be stated in a letter to the supplier. This letter will become a part of the permanent vendor file. It is imperative that all information be verified by the Schools Principal or Bookkeeper, or if a District office Department, a Director, or manager prior to sending the vendor a letter.

After **contracted sources of supply** have been established the Director of Purchasing will notify the Schools or Departments of these contractual agreements. The Schools or Departments on an as-needed basis requisition orders for all supplies or materials from the established sources of supply.

Approval to purchase from other than a contracted supplier may be requested by the School or Department. The request must include information relative to the conditions and circumstances necessitating the change of supplier. Upon receipt of such requests, the Director of Purchasing may or may not approve the purchase.

Only the PCSD may **contract for the leasing** of furniture, Schools equipment, other supplies and materials for such terms and for such length of time, as it deems proper. The Director of Purchasing is approved by the PCSD to sign leases when the lease payment total is less than Category Two Bid Threshold, as defined in Florida Statutes, Chapter 287.017, or the lease has been approved by the PCSD. The procedure to be followed in securing offers to lease will be determined by the Director of Purchasing and will be based on the total rental payments under the lease, and according to the procedures pertaining to purchases as stated in this Manual.

**Unauthorized purchases** are those acquisitions for which a properly executed purchase order has not been issued or a contractual agreement has not been properly executed.

Under Florida Statutes, State Department of Education Rules and PCSD Policies, the Superintendent or his authorized representative(s) are the **only persons empowered to make**

**purchases and encumber funds.**

Persons authorized to encumber and expend PCSD funds (sign PCSD purchase orders) are:

1. Director of Purchasing – No approval or signature limit except budget capacity
2. Superintendent – No approval or signature limit except budget capacity
3. Chief Financial Officer – Approval or signature of P.O.'s less than \$15,000.00

**No other person** may make any purchase (sign PCSD purchase orders) involving the use of PCSD funds and furthermore, the PCSD is specifically prohibited from paying for unauthorized purchases.

***Unauthorized purchases are the responsibility and liability of the person responsible for placing the order.***

**Under no circumstances shall purchase orders be split into smaller increments or issued to multiple suppliers for the purpose of circumventing rules, regulations, policies, or procedures.**

The PCSD is also responsible for the administration and control of all local School funds (**internal funds**) derived by any public Schools from any or all activities or sources, and shall prescribe the procedures to be followed in administering these funds consistent with regulations adopted by the State Board of Education, Rule 6A-1.001; Florida Statutes, Chapter 237.02(4)(a)(b). Principals or their designee are authorized to encumber and expend internal funds at their Schools. Procedures set forth in this manual shall apply to internal funds.

## Section IV

### **Procedures for determining the cost and the subsequent purchase of Commodities or Services totaling less than the amount of the Category Two Bid Thresholds as defined in Florida Statutes, Chapter 287.017 are as follows:**

The PCSD has authorized the Superintendent or his designee (the Director of Purchasing as it relates to these procedures) to make or to approve purchases of commodities or services totaling less than the Category Two Bid Threshold, as defined in Florida Statutes, Chapter 287.017. They are:

The following limits relate to each purchase and to purchases of like kind commodities or contractual services whose cumulative total cost over a fiscal School year will not exceed the Category Two Bid Threshold as defined in Florida Statutes, Chapter 287.017. Purchases of commodities and services falling into these categories do not require prior approval by the PCSD.

- **Up to \$25.00** - Purchases of commodities or services or group of like-kind commodities or contractual services costing less than a total of **\$25.00** each occurrence may be purchased with petty cash or if the School or Department chooses the purchase may be made by issuing an internal accounts purchase order.
- **Over \$25.00 and up to \$5000.00**– Purchases of \$25.00 to \$5000.00 each or accumulative will require at least one quote from a current catalog, price sheet, phone quote, sales representative quote, or State contracts, other School District contracts, other governmental agency contracts.
- **Over \$5000.01 and up to \$25,000.00** – Purchases of \$5000.01 to \$25,000.00 each or accumulative will require at least three informal written or telephone quotes with written follow-up or State contracts, other School District contracts, other governmental agency contracts, or a verifiable sole source.
- **Over \$25,000.01 and up to \$49,999.99** - Purchases of \$25,000.01 and up to \$50,000.00 each or accumulative will require at least three formal (sealed) written quotes or State contracts, other School District contracts, other governmental agency contracts, or a verifiable sole source. The Purchasing Office will be responsible for requesting and evaluating formally sealed quotes. Pursuant to Florida Statutes, Chapter 287.057(13) (4) if less than two responsive quotes are received; the agency may negotiate on the best terms and conditions.
- **Over \$50,000.00 and up** - Purchases of \$50,000.00 or Above each or accumulative, will require at least three sealed bid proposals or State contracts, other governmental agency contracts, other School District contracts, or a verifiable sole source. Pursuant to Florida Statutes, Chapter 287.057(13) (4) if less than two responsive bid proposals are received, the agency may negotiate on the best terms and conditions or to Florida Statutes, Chapter 287.057 (2), the School Board may, by regulation, provide for alternative procedures for bidding or purchasing in cases in which the character of the item requested renders competitive bidding impractical. These alternative procedures, by regulation, will include, but not limited to, competitive negotiations. **As an alternative**, if the commodities or contractual services are available through an existing state contract, or State Pricing Agreement or other governmental agency contracts such as other school districts the Schools or Departments may use this source to purchase the commodities or contractual services needed. If this method is chosen, the contract or bid number or pricing agreement number must be included on the purchase order before the purchase order will be

approved for processing.

**Procedures for purchasing commodities or services after prices and terms have been established between the PCSD and supplier.**

All Schools and Departments shall enter an on-line purchase requisition order and transmit the purchase requisition order electronically through the purchasing process to the Purchasing Department.

Before printing, signing, and mailing purchase orders, the Director of Purchasing or his designee will review the purchase orders received electronically for:

- Adequate description of the commodities or services to be ordered
- The unit price of the commodities or services
- Correct accounting code
- The vendor
- The “ship to” address
- The total amount of the purchase order to determine if procedures for the cost of the commodities or contractual services have been followed, i.e. if formal or informal quotes were necessary. If formal quotes were required the Director of Purchasing or his designee will review the documents or will contact the School or Department to forward copies of the quotes to purchasing for review.

The Director of Purchasing will review the description of the commodities or contractual services requested the unit price of the commodities or service, the vendor, the total dollar amount of the purchase order, and the correctness of the accounting code entered on the purchase order. If the information is correct and accurate and the Director of Purchasing determines that the vendor's offer is the most advantageous to the PCSD, the purchase order will be printed and signed. The original purchase order will be mailed or faxed to the vendor. If the Director of Purchasing has questions or determines that a purchase order needs changes or corrections the purchase order will not be approved. The Purchasing Department will direct the contact person at the School or Department responsible for the purchase requisition to make the changes or corrections. Once the corrections are made the purchase requisition shall be resubmitted to purchasing for review and approval.

**If entry of a purchase requisition will cause a budget line to go to a negative balance, the system will not allow the purchase requisition to be entered.**

## Section V

**Procedures for purchases of commodities for services costing more than the Category Two Bid Thresholds (\$25,000.00) as defined in Florida Statutes, Chapter 287.017 are as follows:**

**Procedures set forth here in Section V applies to each individual purchase or to purchases whose cumulative total cost for like kind commodities or contractual services over a fiscal School year will exceed the Category Two Bid Threshold as defined.**

Purchases of commodities or services or group of like-kind commodities or contractual services costing in excess of the category two bid threshold as defined, in Florida Statutes, Chapter 287.017 on each occurrence or cumulative over a twelve-month period, fiscal School year, will be accomplished through the **Formal Competitive Sealed Bid or Proposal Process**. There are five exceptions to the formal competitive sealed proposal process, they are: (1) emergency purchase as defined later in the purchasing manual, (2) sole source purchase, (3) purchasing commodities or services off of an existing state contract or pricing agreement, or other governmental agency contract such as other Schools districts, other counties, cities, or (4) in certain instances Federal GSA contracts, (5) or for the purchase of certain commodities or services as set forth in Florida Statutes, Chapter 287.057(3)(f) and in State Department of Education Rules, Chapter 6A-1.012.

**Formal Competitive Sealed Proposals for commodities or contractual services costing in excess of the Category Two Bid Threshold, as defined, must have PCSD approval prior to the issuance of a purchase order or prior to the execution of a contractual agreement.**

**Competitive Sealed Proposals** – Both a request for bid proposals or requests for proposals are formal requests issued by the Director of Purchasing, as agent for the PCSD, when seeking sealed written proposals from qualified suppliers to provide commodities or contractual services. “**Sealed**” **written** proposals, as distinguished from **written** proposals, will be used to determine the proposal that is deemed in writing to be the most advantageous to the PCSD when the total cost of the commodities or contractual services will exceed the Category Two Bid Threshold as defined by Florida Statutes, Chapter 287.017. If the Director of Purchasing or the End User School or Department anticipates spending more than the Category Two Bid Threshold for purchases in a twelve-month period for “like-kind” commodities or contractual services, competitive sealed proposals shall be requested by the Director of Purchasing, from at least three qualified suppliers. Competitive sealed proposals, whether they are called request for bid proposals, an invitation to bid, or request for proposals will be issued by the Director of Purchasing in accordance with Florida Statutes, State Department of Education Rules, and PCSD Policies.

The Director of Purchasing has the responsibility to issue **all** requests for competitive sealed bid proposals; to receive the proposals in response to the request; to publicly open the proposals received on or before the opening time designated in the request documents; to tabulate and post the results of the proposals received in a public place. Once the proposals have been received, opened, and tabulated the Director of Purchasing will evaluate or will assemble an evaluation committee to evaluate the proposals received and submit a recommendation of the proposal that is deemed to be the most advantageous to the PCSD to the Superintendent who will review and submit the recommendation to the PCSD for action.

**Legal Advertisements** for requests for competitive sealed proposals will be placed at the discretion of the Director of Purchasing or as required by Florida Statutes, State Board of

Education Board Rules, Federal Regulations, grant requirements or to enhance supplier competition.

**When less than two Responsive Proposals** are received in response to a request for competitive sealed proposals, the Director of Purchasing is empowered by Florida Statutes, Chapter 287.057, to recommend acceptance of the proposal received, to open negotiations either with the supplier who submitted the proposal or with a supplier who can provide the commodities or services, or to reject the proposal received and request new proposals.

**Determination of the Proposal deemed in writing to be most advantageous to the PCSD** will be the responsibility of the Director of Purchasing. In most instances, the Director of Purchasing will have support from an evaluation committee composed of at least two other PCSD staff personnel. All proposals received timely will be publicly opened and evaluated to determine if the proposal is responsive too and satisfies all specifications set forth in the request for proposal documents. Needless to say, the economic advantage offered the PCSD will certainly be considered in evaluating the proposals received but may not be the only evaluation criteria.

**Local Preference:** Following the State Board of Education Administrative Code 6A-1.012 Purchasing Policies requires that each school board accept the lowest and best bid. School Boards may not establish a policy to provide preferential treatment for local vendors.

**The PCSD reserves the Right to reject** any part of any proposal received or to reject all proposals received and to re-issue the request for proposals.

**The PCSD reserves the right to award** contracts resulting from the competitive sealed proposal process on an "all-or-none" basis or on an "item-by-item" basis and to contract in the best interest of the PCSD. The basis for evaluation and award will be specified in the RFBP, RFP or RFQ.

**Neither Notice of Award or Notice of Tabulation Results** for proposals solicited, received, and opened constitutes an order of the commodities or contractual services. Notice is given primarily to assist the apparent successful supplier in planning for the needs and requirements of the PCSD. Following approval by the PCSD, a purchase order will be issued and/or a contractual agreement will be executed. Either a purchase order or a contractual agreement constitutes an offer from the PCSD. If either is accepted by the supplier a contract has been executed.

**The Right of Protest:** Any person who is adversely affected by the decision or intended decision of the PCSD shall file a protest in writing within 72 hours after the posting of the decision or intended decision. With respect to protest of the terms, conditions, and specifications contained in a request for proposals, including any provisions governing the methods for evaluation, awarding contracts reserving rights of further negotiation or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the request for proposals. The formal written protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a protest or failure to file a formal written protest shall constitute a waiver of proceedings under Chapter 120.57.3. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and State Holidays shall be excluded in the computation of the 72 hour time periods provided by this paragraph.

The **following commodities or contractual services** according to Florida Statutes or State board of Education Rules are not subject to the competitively sealed proposal requirements:

1. Artistic services
2. Academic program reviews
3. Auditing services
4. Lectures by individuals
5. Legal services
6. Health services
7. Services provided to persons with mental health or physical disabilities by 501(c)(3) not-for-profit organizations
8. Medicaid services delivered to eligible Medicaid recipients
9. Family placement services
10. Prevention services related to mental health, including drug abuse prevention programs, child abuse prevention programs, and shelters for runaways operated by not-for-profit organizations
11. Training and education services provided to an injured employee
12. Services or commodities provided by governmental agencies
13. Continuing education events or programs offered to the general public

The **requirement for competitive sealed proposals** are also waived for the purchase of educational tests, textbooks, printed instructional materials, films, filmstrips, video tapes, disc and tape recordings, or similar audio-visual materials, or for library and reference books and printed library cards where such materials are purchased directly from a producer or publisher, the owner of the copyright, and exclusive agent within the state, a governmental agency or a recognized educational institution; State Board of Education Rules 6A-1.012(7).

Although the above categories of commodities and contractual services are not subject to the competitive sealed proposal process, prudent business practices may indicate that the PCSD could benefit economically if we explore the sealed proposal process when it is deemed practical to do so.

**Emergency Purchases** - In the event of a major emergency, which is defined in Florida Statutes, Chapter 1011.15 as a condition "in an existing school plant that demands immediate correction in order to prevent further damage to building or equipment or to eliminate a safety hazard that constitutes an immediate danger to the students or other occupants..." the PCSD may take corrective action as provided for herein. The PCSD may, if such condition exists, create a financial obligation for a period not to exceed one (1) year, with the satisfaction of such obligation to be made from revenues which are anticipated and would have been applied for capital outlay purposes when received. This one (1) year obligation may be extended on an annual basis with the consent of the lender for a period not to exceed a total of five (5) years from the date of the original obligation. Any obligation incurred for these purposes may be but is not required to be, repaid from revenues received from taxes imposed under Florida Statutes, Chapter 1011.71(2) for the purposes stated therein.

In compliance with the Sunshine State Standards, all PCSD bid files are open to the public

## **Section VI**

### **Purchase of Instructional Materials**

The Department of Education is authorized to allocate and distribute to each School District an amount prescribed annually by the Legislature for instructional materials in basic and special programs in grades K-12, which will provide for growth and maintenance needs.

Funds will be disbursed based on previous February fte count:  
75% of Allocation in April, 15% in September  
The final 10% will be released after your October FTE count.

## **Section VII**

### **Petty Cash Purchases**

Low cost or incidental purchases of commodities or contractual services costing less than \$75.00 each may be made through the use of petty cash funds.

Purchases from petty cash funds may be made as often as needed and shall be supported by either a vendor invoice or an itemized register tape with the vendor name printed on the tape. The person receiving the commodities or services shall sign the invoice or register tape. The original petty cash voucher shall be signed by the employee receiving the funds for reimbursement and shall be attached to the invoice or register tape. The appropriate account code shall be reflected on the original petty cash voucher.

Petty cash funds were originally established for the primary purpose of small day-to-day purchases or minor equipment repairs. It is suggested that petty cash funds be considered in lieu of purchase orders when the purchase of commodities or services is less than \$25.00 each and up to \$75.00 each.

As stated petty cash funds may be used to make purchases totaling less than \$75.00 each. All requests for reimbursements must be handled immediately.

### **Petty cash may be used for such purchases as:**

- Postage, UPS, FedEx, COD
- Clinic supplies
- Mower gas
- Office supplies
- Repair parts and supplies of any nature
- Instructional supplies of any nature

**Petty cash funds may not be used to reimburse for:**

- Sales tax
- Check to cash for anyone
- Salary payments including advances against salary
- Loans to any organization or person
- Food, refreshments
- Contracts or leases including maintenance contracts
- Administrative travel
- Utilities
- Any expenditures contrary to PCSD policy

All petty cash funds must be replenished prior to the closing of the records for the current fiscal Schools year so that all expenditures may be recorded in the appropriate fiscal Schools year. All cafeterias must turn in their petty cash funds to finance prior to the close of the fiscal Schools year. Finance will re-establish cafeteria petty cash funds at the beginning of the new fiscal Schools year. The same PCSD Rules and accounting procedures that apply to any PCSD funds also apply to the Petty Cash Fund.

## **Section VIII**

The PCSD **Purchasing Card Program** is designed to improve efficiency in processing low dollar, and other purchases that meet the requirements of the PCSD purchasing policies. The purchasing card program will be a Visa, MasterCard, American Express, or similar card program that will allow the schools and departments to purchase approved commodities and contractual services directly from our suppliers without having to generate a paper purchase order. To reemphasize all PCSD purchasing policies will remain in effect when using the purchasing card. If a purchase is not allowed using a purchase order either will it be allowed using the purchasing card? The purchasing card program is designed to manage, control, and monitor expenditures of certain approved commodities and services within specific dollar limits.

Principals and department heads will be responsible for the cards issued to PCSD employees on their staff. Dollar limits for single and monthly transactions amounts will be determined for each cardholder based on their job responsibilities within the PCSD.

Each purchasing card is issued to a named individual, a current PCSD employee in good standing. The PCSD will clearly be shown on each card as the government entity purchasing the commodities or services.

It is the **responsibility** of the schools and departments to reconcile their monthly statements and get them to accounts payable in a timely manner. If statements are not reconciled and sent to accounts payable on time, cards will be collected and cancelled.

Additional information including specific procedures is included in the PCSD Purchasing Card Administrative Procedures and User Guide published by the PCSD Purchasing Department. A copy of will be issued to each director, principal, Director, and to each individual cardholder.

## Section IX

### Leases and Lease-Purchases

All **Lease Agreements** that would obligate the PCSD are to be forwarded to the Director of Purchasing for review and subsequent signature or for presentation to the PCSD for approval. The Director of Purchasing shall review the documents and advise the School or Department of any changes or legal prohibitions prior to committing to any obligation or signing a lease agreement.

**Lease or Lease Purchase Agreements** that exceed twelve months or June 30th of the current Schools year will not be executed unless the lease agreement contains a “non-appropriation” clause.

**Cancellation Clause** - Lease documents which contain no provision for purchase or ownership must include a cancellation clause without cause of 30, 60, or 90 days, whichever is determined to be in the best interest of the PCSD, or state appropriation of funds will determine the length of the contract.

## Section X

### Miscellaneous

**Orders on approval** are those commodities that must be viewed before making a final determination to retain or return them. Examples are certain books, magazines, specialized equipment, etc. In all cases, when a user Department wishes to review the commodities, an on-line purchase order must be entered with the wording “Order on-approval – right to return” entered in the description section of the purchase order. The School or Department seeking the “on approval” purchase order will have the responsibility to reach an agreement with the supplier to provide the commodities “on-approval-right to return”.

**Damages or Shortages** on shipment of commodities, a written report should be made and sent immediately to the Purchasing Department with a copy being sent to accounts payable and to the vendor supplying the commodities, giving the following information:

1. Name of the carrier(s) and signed, annotated copy of freight bill
2. Purchase Order number and date
3. Vendor to whom the purchase was issued
4. Invoice number and date, if available
5. The extent of damage or shortage

In the case of a **lost shipment** or a part of a shipment being lost, the written report should give items (1) to (4) above and an additional item (5), list the number of cartons ordered, the number received and the number lost. Note “**loss or damage**” on the bill of lading and obtain trucker’s signature on all copies of the shipping document. The same procedure should be used with local vendors using their own trucks for delivery. Please note all concealed damage claims must be reported within 5 days of delivery from the vendor.-This is from the National Motor Freight Association. This does not apply to standard deliveries from UPS and FedEx.

**Acceptance of gifts other than advertising novelties** is at all times prohibited. PCSD employees must not become obligated to any vendor. Commercial **bribery** is an action for which there is no justification. Bribery in any form is most serious because it is frequently hard to detect and very insidious in its nature. Open bribery is seldom attempted; usually, it consists of an attempt to secure favoritism by gifts or entertainment. Attempts to influence decisions unfairly may be directed against purchasing personnel, receiving personnel, and other PCSD employees when they can in any way influence the selection of equipment, supplies, or services to be purchased. It is important that Purchasing and all other PCSD employees do not place themselves in a position, which permits suspicion of their ethics.

In many cases, **products and equipment warranties** are for a one-year period - both parts and labor. Generally, the end user is responsible for maintaining copies and enforcing all warranties. However, should any questions arise, contact the Purchasing Department for information and steps necessary to remedy the situation.

**Records of all purchases** are carefully compiled, readily available to PCSD employees as well as to the public and are maintained as required by PCSD.

Members of the Purchasing Department, School, and Department staff should attempt to always remain aware of **current prices** through published price lists, information available from salesmen, or published market data; if prices cannot be determined from such sources, the proper price is established through negotiation or competition.

The Purchasing Department personnel under the direction of the Director of Purchasing shall systematically select **useful information** from the mass of information received daily. New sources of supply, new lines, and grades of material, and prices paid for equipment shall be analyzed. The information gathered through this analysis shall be shared with the Schools and Departments.

**Written Correspondence** with vendors shall be handled by the Purchasing Department, except in special cases where the technical details involved make it advisable to delegate this authority to the User School or Department. In all cases, the Purchasing Department must receive copies of any vendor correspondence. In addition, it may be necessary for faculty members or other PCSD employees to correspond directly with suppliers to obtain information on commodities or services they may be utilized; this is encouraged to insure proper use of equipment, supplies, and materials.

No purchase order will be allowed to **overdraft** a budget account except by written authority of the Superintendent. It is the responsibility of the School or Department to know if funds are available in a designated account before attempting to enter a purchase order. All Schools and Departments have on-line access to the budgets.

**Fairness** - The Purchasing Department, as well as all other PCSD employees, can and should promote the reputation of the School system for fair dealing:

1. By giving all salesmen a full, fair, prompt and courteous hearing on any subject that is justified by the nature of their products.
2. By keeping the competition open and fair.
3. By declining to take advantage of a supplier's error.
4. By discouraging revision of bids by suppliers after submission and insisting on receiving the best price first and holding the bidder to it.

**Integrity-** The Purchasing Department, as well as all other PCSD employees, can and should promote the reputation of the School system for integrity:

1. By observing strict truthfulness in all transactions with salesmen and in all correspondence.
2. By respecting the confidence of the salesman or his company as to quotations or other confidential information.
3. By keeping the School system free from obligation to any vendor.

**Service -** The Purchasing Department, as well as all other PCSD personnel, can and should promote the reputation of the School system for service and integrity:

1. By answering letters promptly.
2. By furnishing complete information to the seller and by sending samples, blueprints, or other information when needed.
3. By visiting, when advisable, major sources of supply and keeping informed as to their stability and methods.

**Interviewing Hours -** The Purchasing Department does not limit hours of the workday during which salesmen will be seen. One of the basic reasons for this is that limited interview hours would result in less efficient utilization of time by the vendor's representatives, hence our costs for purchased material might increase. However, due to potential calendar conflicts, it is strongly suggested that appointments be established before visiting our offices.

**Doing business with one's agency -** No PCSD Employee, acting in an official capacity, shall rent, lease or sell any commodities, services, or realty to the PCSD. The Florida Commission on Ethics has ruled that one acts in a private capacity when he/she is an officer or director or owns more than 5% of the business entity that is selling such commodities or services. The only exceptions are when purchases are rotated among all qualified suppliers in the school district or when purchases are awarded as the result of the competitive sealed proposal process. A conflict of interest may also exist if a spouse or close relative desires to rent, lease, or sell to the PCSD.

## **APPENDIX 1**

## **TERMS AND CONDITIONS:**

1. **DEFINITIONS:** All references herein to the Putnam County School District, Director of Purchasing, or PCSD shall mean the School Board of Putnam County.
2. **CONTRACT:** The contract resulting from acceptance of this order is to be governed by the laws of the State of Florida. This contract is non-assignable by the vendor.
3. **GENERAL:** The vendor agrees to protect, defend, and save harmless the PCSD against any demand for payment for the use of any patented material, process, device or article that may enter into the manufacture, construction, or form of any part of the materials or services covered by this order; and the vendor agrees further to indemnify and save harmless the PCSD, its officers, agents and employees from suits or action of every nature and description brought against it for, or on account of any injuries, death, or damages received or sustained by any party or parties by, or from any of the acts of the vendor, its employees or agents.
4. **THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (CWHSSA):** Applies to federal service contracts and federal and federally assisted construction contracts over \$100,000. It requires contractors and subcontractors on covered contracts to pay labors and mechanics employed in the performance of the contracts one and one-half times their basic rate of pay for all hours worked over 40 in a work week. This Act also prohibits unsanitary, hazardous, or dangerous working conditions on federal and federally financed and assisted construction projects. The Wage and Hour Division (WHD) of the Employment Standards Administration (ESA) within the U.S. Department of Labor (DOL) enforces the compensation requirements of this Act, while DOL's Occupational Safety and Health Administration (OSHA) enforce the safety and health requirements.
5. **DELIVERY:** Time is of the essence for this order. Unless otherwise stated, all deliveries shall be made F.O.B. Destination. Deliveries shall be made in quantities and at the time(s) specified in the order furnished by the PCSD. The quantity of materials ordered must not be exceeded without written authority being obtained from the PCSD's Purchasing Department. The PCSD may from time to time change delivery schedules or direct temporary suspension of scheduled shipments.
6. **PACKAGING AND METHOD OF SHIPMENT:** Packaging shall be in accordance with the regulations of common carriers, and transportation shall be on the lowest cost-basis, unless other packaging or method of transportation is authorized by the School Board. All packages must be plainly marked with the shipper's name and the applicable Purchase Order number.
7. **WARRANTY:** The vendor expressly warrants that all the material and work covered by this order will conform to the specification, drawings, samples or other description, furnished or specified by the PCSD, and will be merchantable, of new material, of good workmanship, and free from defects, and fit and sufficient for the purposes intended. **Services:** Vendor will perform the services in a thorough, efficient, and professional manner, promptly and with due diligence and care, and in accordance with the best practices of the profession, utilizing qualified personnel, equipment and materials. If all or any part of the services is found by the PCSD to be defective (regardless of whether or not payment for such services has been made) for reasons attributable to vendor, vendor shall re-perform at its own expense that aspect of the services found to be defective.
8. **CANCELLATION:** The School Board may cancel all or any part of this order if the vendor does not make delivery as specified, or if vendor defaults on any of the terms hereof. In the case of default, the School Board may procure the articles or services covered by this order from other sources and hold the vendor responsible for any excess occasioned thereby.
9. **INSPECTION:** All materials furnished on this order must be as specified, and are subject to the School Board's inspection and approval within a reasonable time after delivery at destination. Materials or services other than those specified in this order must not be substituted without

authority from the Purchasing Department. Materials that are either defective or not in accordance with the School Boards specifications will be returned at the vendor's risk and expense.

10. **WAIVER:** The waiver by the School Board of any of the terms and conditions of this contract shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement, and shall not be construed to be a waiver of any provision, except for the particular instance.

11. **INSURANCE:** Vendor shall maintain workmen's compensation coverage (statutory) and liability coverage for bodily injury, including death resulting there from, and property damage, with reasonable limits.

12. **ERRORS:** Any inconsistency between the Purchase Order and other documents pertaining to this purchase shall be resolved by giving precedence in the following order: (a) IFB Instructions to Bidders; (b) the IFB specifications; (c) the Purchase Order terms and conditions; (d) other documents, exhibits, and attachments.

13. **TERMINATION:** The School Board shall have the right to terminate this contract, or any services hereunder, for its convenience upon ten (10) days advance written notice to the vendor/bidder. The School Board shall compensate the vendor/bidder for services rendered through the date of termination. The School Board shall not be obligated hereunder nor likewise liable to pay the vendor/bidder any other costs, losses, damages or expenses arising out of or related to the termination of this contract or any services performed hereunder.

14. **JESSICA LUNSFORD ACT-VENDOR CERTIFICATION:** Vendor personnel include permanent employees, subcontractors, and agents. By accepting this purchase order, vendor swears and affirms under penalty of perjury that all of its employees, agents, and subcontractors will comply with the requirements of the Jessica Lunsford Act, PCSD's fingerprinting procedures, and the laws of the State of Florida. Failure to comply with the above shall constitute a material breach of this agreement, and PCSD may avail itself of all remedies pursuant to law. Vendor agrees to indemnify and hold harmless PCSD, its officers, employees, and agents, from and against any and all claims or causes of action, including without limitation those for personal injury, death, property damages, and attorney fees, arising out of or relating to vendor's failure to comply with the above. PCSD is required to conduct background screening of vendors. Background screening includes submission of fingerprints (to include employees, agents, and subcontractors) to the FDLE and FBI. The standard to be applied for the screening depends on the nature of the work to be performed. There are exemptions to the fingerprinting and background screening requirements of the Act. However, even if a vendor is exempt from fingerprinting and background screening, it will be subject to a search of its name against the registration information regarding sexual predators and sexual offenders maintained by the FDLE under s. 943.043 and the national sex offender public registry maintained by the U.S. Department of Justice. For further information, please go to [www.putnamschools.org](http://www.putnamschools.org).

15. **ANTI DISCRIMINATION:** The vendor certifies that he/she or their firm is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment opportunity for all persons without regard to race, color, religion, sex or national origin.

16. **PUBLIC ENTITY CRIMES AFFIDAVIT:** A person or affiliate who has been placed on the convicted vendor's list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section

287.017, for CATE-GORY TWO (\$35,000) for a period of 36 months from the date of being placed on the convicted Bidder list.

17. **BUY AMERICAN:** To the maximum extent practicable, the Putnam County School District Food Service Department is required to purchase only domestically grown and processed foods, which are defined as commodities or products produced and processed in the United States substantially using agricultural commodities that are produced in the United States. For the purposes of this provision, “substantially” means that over 51% of the final processed product consists of agricultural commodities that was grown domestically. Vendor certifies that each food product furnished complies with Richard B. Russell National School Lunch Act’s Buy American Provision and that at least 51% of the content of each food product furnished consists of agricultural products that were grown domestically. Vendor shall provide documentation verifying domestic origin of products. If a food product(s) does not meet the standards, criteria or intent of the Act, Vendor shall inform PCSD of this fact and PCSD will make the final decision on purchasing the product, in accordance with the best interests of the non-profit child nutrition program.

18. **LEASE OR MAINTENANCE AGREEMENT TERMINATION:** Any lease agreement established herein is contingent on annual appropriations by PCSD. PCSD’s fiscal year begins July 1 and ends June 30. PCSD makes appropriations through its budget process that is normally concluded in the month of September. In the event funding of this lease agreement is not approved for any year during its term, PCSD will give notice to Vendor no later than September 30, and this lease agreement will terminate thirty (30) calendar days after this notice. At that time, the leased equipment will be returned to Vendor and all obligations of the parties to each other shall cease. Any maintenance agreement established herein is contingent on annual appropriations by PCSD. PCSD’s fiscal year begins July 1 and ends June 30. PCSD makes appropriations through its budget process that is normally concluded in the month of September. In the event funding of this maintenance agreement is not approved for any year during its term, PCSD will give notice to Vendor no later than September 30, and this maintenance agreement will terminate thirty (30) calendar days after this notice. At that time, all obligations of the parties to each other shall cease.

19. **COPELAND ANTI-KICKBACK:** The “Anti-Kickback” Act precludes a contract or subcontract or subcontractor from in any way inducing an employee to give up any part of the compensation to which he or she is entitled under his or her contract of employment. The Act and implementing regulations require a contractor and subcontractor to submit a weekly statement of the wages paid to each employee performing on covered work during the preceding payroll period. The regulations also list payroll deductions that are permissible without the approval of the Secretary of Labor and those deductions that require consent of the Secretary of Labor.

20. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

21. Retentions of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

**APPENDIX 2**

**Purchasing Guidelines for Technology: Purchasing Guidelines for Technology:** The Purchasing Department in cooperation with the Administrative Technology Department will be requiring all purchases of Hardware (e.g. printers, PC, laptops, ipads, projectors, etc.) and Software (e.g. web-based curriculum/programs, adobe/microsoft licenses, Google/Apple/Android Apps, etc.) to have the approval from the Director of Information Services or their network administrators. Each purchase must have a completed Hardware/Software Request Review Form. This form will need to be approved by the Technology Department prior to entering your requisition. Once approved, you will need to scan this form to your requisition. This will show for tracking purposes that your request was approved.

**For purchases from Apple Computer or Apple Products:** Items must still have approved request form. You will assume responsibility for the full cost of parts, repairs and associated shipping cost.

Sample of Software Request Review Form (available online)

Sample of Hardware Request Review Form (available online)

Ship all Hardware to the Stores Warehouse  
Software purchased separately must be shipped directly to your site

Acknowledge receipt and agreement of this guideline requirement (must be signed by person entering orders and their Administrator):

\_\_\_\_\_  
Signature of Authorized Contact

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

\_\_\_\_\_  
Signature of Site Administrator

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

\_\_\_\_\_  
School/Department

\_\_\_\_\_  
Date

**Purchasing Guidelines:** The Purchasing Department requires all quotes to be maintained at each cost center. We will request verification of quotes at our discretion.

- **Up to \$25.00** - Purchases of goods or services or group of like-kind goods or services costing less than a total of **\$25.00** each occurrence may be purchased with petty cash or if the School or Department chooses the purchase may be made by issuing an internal accounts purchase order.
- **Over \$25.00 and up to \$4,999.99**– Purchases of \$25.00 to \$4,999.99 each or accumulative will require at least one quote from a current catalog, price sheet, phone quote, sales representative quote, or State contracts, other School District contracts, other governmental agency contracts.
- **Over \$5,000.00 and up to \$24,999.99** – Purchases of \$5,000.00 to \$24,999.99 each or accumulative will require at least three informal written or telephone quotes with written follow-up or State contracts, other School District contracts, other governmental agency contracts, or a verifiable sole source.
- **Over \$25,000.00 and up to \$49,999.99** - Purchases of \$25,000.00 and up to \$49,999.99 each or accumulative will require at least three formal (sealed) written quotes or State contracts, other School District contracts, other governmental agency contracts, or a verifiable sole source. The Purchasing Office will be responsible for requesting and evaluating formal sealed quotes. Pursuant to Florida Statutes, Chapter 287.057(13) (4) if less than two responsive quotes are received, the agency may negotiate on the best terms and conditions.
- **Over \$50,000.00 and up** - Purchases of \$50,000.00 or Above each or accumulative, will require at least three sealed bid proposals or State contracts, other governmental agency contracts, other School District contracts, or a verifiable sole source. Pursuant to Florida Statutes, Chapter 287.057(13) (4) if less than two responsive bid proposals are received, the agency may negotiate on the best terms and conditions or to Florida Statutes, Chapter 287.057 (2), the School Board may, by regulation, provide for alternative procedures for bidding or purchasing in cases in which the character of the item requested renders competitive bidding impractical. These alternative procedures, by regulation, will include, but not limited to, competitive negotiations.

**As an alternative**, if the goods or services are available through an existing state contract, or State Pricing Agreement or other governmental agency contract such as other school districts the Schools or Departments may use this source to purchase the goods or services needed. If this method is chosen, the contract or bid number or pricing agreement number must be included on the purchase order before the purchase order will be approved for processing.

Acknowledge receipt of threshold limits and the requirement to maintain copies of all quotes on hand for future audit request.

\_\_\_\_\_  
**Signature of Authorized Contact**

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

\_\_\_\_\_  
**Signature of Site Administrator**

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

\_\_\_\_\_  
**School/Department**

\_\_\_\_\_  
**Date**

**APPENDIX 3**

**SAMPLE RFP**

A proposal will be considered a firm offer and cannot be withdrawn succeeding the bid opening without the consent of The Board for a period for sixty (60) days. The Board also reserves the right to secure expert advice in evaluating and selecting the lowest responsive and reasonable bid proposal.

Proposals must be submitted on the attached forms, enclosed in a sealed envelope and returned to the Purchasing Department prior to the opening date and time listed. All proposals received after the designated cut off time will not be considered and returned unopened.

If request is a term contract the following applies, terms of contract shall commence July 1, 2018 and continue through June 30, 2021. Prices quoted in this Request for Proposal are considered firm for the first THREE (3) years of the contract period. This Request for Proposal may be extended for an additional THREE (3) ONE (1) year period if agreed upon by both parties.

**I/We hereby certify that I/we have carefully read all instruction pertaining to this Request for Proposal and that my/our proposal complies, without exception, with all instructions and specifications.**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State    Zip Code

Contact Numbers:

Email \_\_\_\_\_

Business: (\_\_\_\_) \_\_\_\_\_

Cell: (\_\_\_\_) \_\_\_\_\_

Fax: (\_\_\_\_) \_\_\_\_\_

**If for any reason you cannot respond, please list those reasons:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## GENERAL CONDITIONS

The Putnam County School District reserves the right to utilize any other Putnam County or State of Florida Contract, other school district contracts, other governmental agency contracts, verifiable sole source, or to directly negotiate/purchase per School Board Policy 7.14 and/or State Board Rule 6a-1.012, as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this proposal.

1. **SEALED PROPOSAL:** One (1) copy of all proposal sheets in this Request for Proposal package must be completed, signed and returned in order for the proposal to be considered for award. All proposals are subject to the conditions specified in these General Conditions and on the attached sheets and any addendum issued thereto.
  - A. **COMPLETED PROPOSAL:** Must be submitted in a sealed envelope with the following information on the front of envelope: the RFP number, commodity or service covered, the time and date set for proposal opening
  - B. **EXECUTION OF PROPOSAL:** Proposals must contain a manual signature of an authorized representative in the space provided. Failure to properly complete and sign all attached forms will invalidate the proposal. The company name must appear in each space provided. All proposals must be completed in ink or be typewritten. No erasures or whiteouts will be permitted. If a correction is necessary, draw a single line through the incorrect number and enter the corrected number above the line thru. The original RFP conditions and specifications cannot be changed or altered in any way. An altered RFP will not be considered. Clarification of proposals submitted must be in letterform, signed by the contractor(s) and included in the proposal package.
2. **TAXES:** The Board does not pay Federal Excise or Florida Sales and Use tax. Do not include these taxes on the invoice. The applicable tax exemption number is printed on the Purchase Order. However, this exemption does not apply to contractors who purchase tangible personal property for use in the performance of contracts for improvements of Board owned real property as defined in Chapter 192 of the Florida Statutes.
3. **BIDDER CONDITIONS:** The Board specifically reserves the right to reject any conditional proposal. Any condition(s) to be made part of this or any proposal should be submitted by letter with a note on the proposal form if the condition(s) are to be considered.
4. **AWARDS:** The Board reserves the right to award the contract to the bidder(s) that the Board deems to offer the lowest responsive and reasonable proposal(s), as defined elsewhere in this solicitation. The Board is therefore not bound to accept a proposal on the basis of lowest bid. In addition, The Board has the sole discretion and reserves the right to cancel this proposal, to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of The Board to do so. The Board also reserves the right to make multiple awards based on experience and qualification or to award only a portion of the items and/or services specified, if it is deemed to be in the Board's best interest. The Board reserves the right to acquire additional quantities/services at prices quoted in the proposal, unless additional

quantities/services are not acceptable, in which case the proposal form must be noted, "Proposal is for specified quantity/services only". Any contract awarded as a result of this or any Request for Proposal shall conform to applicable Florida Statutes.

6. **PAYMENT:** Payment will be made by The Board after services are provided as ordered on a Purchase Order and have been inspected and approved for payment.
7. **DEFAULT:** In the event of default on any contract as a result of this Request for Proposal, the bidder will pay The Board, as liquidated damages, an amount equal to twenty five percent (25%) of the unit price times the Request for Proposal quantity or five hundred dollars (\$500.00), whichever amount is larger. In the event of a default on any contract the bidder will pay all attorneys' fees and court cost incurred in collecting liquidated damages.
8. **RIGHT OF PROTEST:** Failure to file a protest within the time prescribed in Florida Statutes shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
9. **TERMINATE:** The Putnam County School District of Putnam County Florida reserves the right to terminate any contract resulting from this Request for Proposals upon thirty (30) days written notice.
10. **PUBLIC POSTING OF RESULTS:** The Purchasing Department East Palatka, FL will display the results on the Public Notice Board in the front office; results will be posted on the Boarddocs webpage; mailed if a self-addressed stamped envelope has been provided by the bidder.
11. **PURCHASE BY OTHER GOVERNMENTAL AGENCIES:** In accordance with Florida Statutes, Chapter 6A-1.1012, as amended, other Cities or County Governmental Agencies, other School Board, Community Colleges or the State University system are permitted to purchase services at unit prices in any contract resulting from this RFP upon bidder(s) approval. In the space provided below, indicate your preference as to allowing other governmental agencies to purchase services as a result of this Request for Proposal.

- I **will** allow other governmental agencies to purchase services using this proposal.
- I **will not** allow other governmental agencies to purchase services using this proposal.

12. **PUBLIC RECORDS:** The contractor agrees to retain all books, records, and other documents relative to this agreement for three (3) years after final payment. The Board, authorized agents and/or Federal representatives shall have full access to, and the right to, examine any of said materials during said period. If an investigation or audit is in progress, records shall be maintained until stated matter is closed.

**If the contractor has questions regarding the application of F.S. Chapter 119 to the contractor's duty to provide public records relating to this contract, contact the custodian of Public Records at 386-329-0653, [publicrecords@my.putnamschools.org](mailto:publicrecords@my.putnamschools.org), 200 Reid Street, Palatka, FL, 32177.**



**SCOPE OF WORK**

To be provided by the Department requesting proposal.

**APPENDIX 4**

NONDISCRIMINATION STATEMENT

RFP/RFQ: \_\_\_\_\_

I, the undersigned authorized agent, assures the Putnam County School District that it does not discriminate on the basis of race, sex, marital status, national origin, religion, handicap, or age, in the operation of provision of services.

Approved By: \_\_\_\_\_  
(Signature of Authorized Representative)

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX 5**

PUBLIC ENTITY CRIMES STATEMENT

RFP/RFQ: \_\_\_\_\_

I certify that I understand that as defined in Florida Statutes 287.133 (1) (b):

Pursuant to Section 287.133, Paragraph (2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public works, may not submit a proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount of thirty-five thousand dollars (\$35,000) provided in Section 287.017, Florida Statutes, for a category two for a period of thirty six (36) months from the date of being placed on the convicted vendor list. By completing this form your firm is certifying that they are not and have not been placed on the convicted vendor list now or within the past thirty six (36) months.

\_\_\_\_\_  
Company Name

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

\_\_\_\_\_  
Title of Authorized Representative

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX 6**

DEBARMENT, SUSPENSION BY EXECUTIVE ORDER

RFP/RFQ: \_\_\_\_\_

DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS: As required by Executive Order 12549, Debarment, Suspension and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Section 85.105 and 85.110.

A. THE BIDDER (CONTRACTOR) CERTIFIES THAT IT AND ITS PRINCIPALS:

1. Are not recently debarred, suspended, proposed for debarment and declared ineligible or voluntarily excluded from covered transactions by any Federal Department or agency.
2. Have not within a three year (3) period preceding this invitation to bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining or attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of paying Federal funds or will pay Federal funds by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress or an employee of a member of Congress in connection with the making of any Federal grant, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal grant or cooperative agreement.
4. Have not within a three year (3) period preceding this invitation to bid had one or more public transactions (Federal, State or Local) terminated for cause or default: and

B. Where the bidder is unable to certify to any of the statement in this certification, he/she shall attach an explanation to this bid package.

As the duly authorized representative of the company or individual submitting the bid proposal, I hereby certify that the company or individual does comply with the above certification.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title of Authorized Representative

**APPENDIX 7**

CONFLICT OF INTEREST STATEMENT

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the School Board. Further, all proposers must disclose the name of any employee who owns, directly or indirectly, an interest in the proposer’s firm or any of its branches. The proposer shall not compensate, in any manner directly or indirectly, any officer, agent, or employee of the School Board for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the proposer. No officer, agent, or employee of the School Board shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the School Board. The proposer shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this RFP.

I, the undersigned authorized agent, acknowledge and certify all portions of this proposal and agree that our firm will comply with all other terms, conditions and requirements made by the School Board of Putnam County.

Approved By: \_\_\_\_\_  
(Signature of Authorized Representative)

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX 8

### PROVISIONS FOR RPF/RFQ SCHOOL FOOD SERVICE PROPOSALS:

Jessica Lunsford Act- Background screening requirements for certain non-instructional school district employees and contractors. (1) Except as provided in s. 1012.467 or s. 1012.468, non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in s. 1012.32. Contractual personnel shall include any contractor, individual, or entity under contract with a school or the school board. (2) Every 5 years following employment or entry into a contract in a capacity described in subsection (1), each person who is so employed or under contract with the school district must meet level 2 screening requirements as described in s. 1012.32, at which time the school district shall request the Department of Law Enforcement to forward the fingerprints to the Federal Bureau of Investigation for the level 2 screening. If, for any reason following employment or entry into a contract in a capacity described in subsection (1), the fingerprints of a person who is so employed or under contract with the school district are not retained by the Department of Law Enforcement under s. 1012.32(3)(a) and (b), the person must file a complete set of fingerprints with the district school superintendent of the employing or contracting school district. Upon submission of fingerprints for this purpose, the school district shall request the Department of Law Enforcement to forward the fingerprints to the Federal Bureau of Investigation for level 2 screening, and the fingerprints shall be retained by the Department of law Enforcement under s. 1012.32(3)(a) and (b). The cost of the state and federal criminal history check required by level 2 screening may be borne by the district school board, the contractor, or the person fingerprinted. Under penalty of perjury, each person who is employed or under contract in a capacity described in subsection (1) must agree to inform his or her employer or the party with whom he or she is under contract within 48 hours if convicted of any disqualifying offense while he or she is employed or under contract in that capacity. (3) If it is found that a person who is employed or under contract in a capacity described in subsection (1) does not meet the level 2 requirements, the person shall be immediately suspended from working in that capacity and shall remain suspended until final resolution of any appeals.

Protest Procedures (Chapter 120, FL Statutes)- Additional procedures applicable to protests to contract solicitations or award. Agencies subject to this chapter shall use the uniform rules of procedure, which provide procedures for the resolution of protests arising from the contract solicitation or award process.

USDA Contract Provisions for non-Federal entity contracts under Federal awards, regardless of contract value:

Buy American (7 CFR Part 210.21 (D))-Section 104(d) of the William F. Gooding Child Nutrition Reauthorization Act of 1998 (Public Law 105-336) added a provision, Section 12 (n) to the NSLA (42 USC 1760(n)), requiring school food authorities (SFAs) to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines “domestic commodity or product” as a agricultural commodity that is produced in the United States. ”Substantial” means that over 51 percent of the final processed consists of agricultural commodities that were grown domestically. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7 CFR Part 210.21 (d)) is one of the procurement standards SFAs must comply with when purchasing commercial food products served in the school meals programs.

Energy Policy and Conservation Act- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

Equal Employment Opportunity- Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federal assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319,12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41CFR part 60, “Office of Federal..

DEBARMENT AND SUSPENSION - SFAs must obtain satisfaction that an FSMC is neither excluded nor disqualified before doing business with the FSMC. The uniform Federal suspension/debarment certification has been abolished and the collection of paper certifications is no longer mandatory. Current rules provide greater flexibility in meeting requirements. An SFA may meet the requirements by any one of three methods. They are:

1. Checking the Excluded Parties List System. This is available on the internet at <http://epls.arnet.gov>
2. Collecting a certification that the contractor is neither excluded nor disqualified. Since a Federal certification form is no longer available, an entity electing this method must devise its own certification.
3. Including a clause to this effect in the solicitation/contract.

Example language: The prospective bidder certifies, by submission and signature of this bid, that the bidder complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion. As

required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, part 85, as defined at the 34 CFR part 85, sections 85.105 and 85.110-(ed80-0013).

a. The prospective lower tier (\$25,000) participant certifies, by submission and of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this bid.

**FUNDING AGREEMENT (RIGHTS TO INVENTIONS)** - Rights to Inventions made under a contract or agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

• **DRUG FREE WORKPLACE** - This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 USC 701 et seq.), 7 CFR Part 3017, Subpart F, Section 3017-600, Purpose. The January 31, 1989, regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691).

**RETENTION REQUIREMENTS FOR RECORDS** - Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a sub recipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities.

**DISCOUNTS, REBATES & CREDITS** - Language stating that all goods, services, or monies received as the result of any equipment or USDA Foods rebate shall be credited to the SFA’s nonprofit food service account.

**HOLD HARMLESS AND INDEMNIFICATION** - The contractor agrees to release, discharge, indemnify, defend and hold harmless the district, its employees and agents for all illness, injury or damage to persons or property that may arise out of the activities covered under this agreement, including the transportation, distribution, use or consumption of food items, irrespective of any negligence on the part of the district. Furthermore, the contractor agrees to defend and fully indemnify the district from any and all liability, loss or damage the district or its agents or employees may suffer as a result of claims, demands, costs, penalties, litigation or judgments against it arising from any and all illness, injury or damage to any person, persons or property caused by or resulting from the activities covered under this agreement, including the transportation, distribution, use or consumption of food items.

**CIVIL RIGHTS** - The contractor shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7 C.F.R. Parts 15, 15a, and 15b; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement— Nutrition Programs and Activities, and any additions or amendments.

**PROHIBITION OF GRATUITIES** - By submission of a bid, a contractor certifies that no employee of SFA has or shall benefit financially or materially from such bid or subsequent contract. Any contract issued as a result of this ITB may be terminated at such time as it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons.

**SCOPE OF WORK** - The Scope of Work (SOW) is the area in an agreement where the work to be performed is described. The SOW should contain any milestones, reports, deliverables, and end products that are expected to be provided by the performing party. The SOW should also contain a time line for all deliverables.

Greater than Small Purchase Threshold

**REVIEWS** - All negotiated contracts awarded by recipients shall include a provision to the effect that the recipient, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor.

Greater Than \$10,000:

**TERMINATION FOR CAUSE AND CONVENIENCE** - All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

**RECOVERED MATERIALS** - A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials

practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Greater Than \$100,000:

**CONTRACT WORK HOURS AND SAFETY STANDARDS ACT** - All contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**BYRD ANTI-LOBBYING AMENDMENT** - Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Greater Than \$150,000:

**CLEAN AIR AND WATER POLLUTION ACTS** - Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**BREACH OF CONTRACT** - Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

**ADMINISTRATIVE, CONTRACTUAL OR LEGAL REMEDIES** - If the contractor fails to perform to the SFA's satisfaction any material requirement of the contract or is in violation of a material provision of the contract, the SFA shall provide written notice to the contractor requesting that the breach or noncompliance be remedied within a set time frame outlined in the contract. Such provisions protect the sponsor's interests and ensure the contractor is fully aware of its responsibilities, as well as the remedies that will be available to the sponsor for nonperformance. "Nonperformance" by a contractor is any failure to follow the terms of the contract, whether related to the quality of food provided, the number of meals delivered, the time of meal delivery, or other contract provisions.

Construction Contract:

**DAVIS BACON (CONSTRUCTION CONTRACTS)** - When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts

Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must

report all suspected or reported violations to the Federal awarding agency.

Best Practice to include:

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION** - (also known as “non-collusion statement”)—While not required by program regulations, it is strongly suggested that SFAs and FSMCs certify that the prices in the bid or proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.

**PIGGYBACKING** - When adding parties to a contract, known colloquially as “piggybacking,” the contract must have been procured in compliance with 2 CFR Part 200.318-.326 and applicable program regulations. Contracted parties considering additional parties must include a provision allowing “piggybacking” in their contracts to avoid creating a material change. If such a provision is not included in the contract and a material change is determined, a new competitive procurement is required. For a contract containing such provisions, language should be included specifying applicable limitations of the extension (e.g., dollar value or the number of additional parties that may be added). Such contracts should be thoroughly reviewed by members to ensure they meet their needs and conform to all applicable program requirements. For further guidance on “piggybacking” refer to memo SP 02-2016; CACFP 02-2016; SFSP 02-2016.

**USDA FOODS REQUIREMENTS** - to include requirements to manage, utilize, credit, etc. USDA Foods. Examples are available upon request.

Bid bonds and Insurance requirements, if applicable

**INSPECTION OF FACILITY** - Reserve the right to inspect the contractor’s preparation and storage facilities, and transporting vehicles prior to award of Contract and without notice at any time during each Contract Term, including the right to be present during preparation and delivery of meals.

**INVOICING AND PAYMENTS** - Provide details of preferred invoicing and payment methods.

## APPENDIX 9

### Procurement Policy-Related to School Food Service Programs

#### Introduction

The following procurement policy statement shall govern all purchasing activities that relate to any aspect of the School Food Service Program. This statement is meant 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 225, 2 CFR 200., and by the State Agency.

#### Procurement Policy

The purchasing procedure to be followed shall be determined by the anticipated total annual expenditure on items related to the food service program:

- When the annual total for food service program related items **is less than \$50,000** per year (per procurement event or in aggregate purchases) this organization will follow the informal **Small Purchase Procedure**.
- When the annual total for food service program related items **is greater than \$50,000** per year (per procurement event or in aggregate purchases) this organization will follow the **Formal Competitive Solicitation Procedures**.

Procurement procedures apply to the purchasing of vended meals, equipment, food/groceries, and services (e.g., pest control).

#### **Small Purchase Procedures**

For purchases made below the small purchase threshold, a Small Purchase Procedures will be utilized be purchase necessary goods and services. When Small Purchase Procedures are used, this organization will take the following steps:

- 1) Contact a minimum of three potential vendors
- 2) Document each vendor's quoted price
- 3) Select the company that provides the lowest, most responsive, and responsible bid
- 4) Inform all bidding companies in writing of the final decision made by the sponsor
- 5) Write contract for meal service between the sponsor and the winning bidder.

#### **Formal Competitive Solicitation Procedures**

For purchases made in excess of the small purchase threshold, a Formal Competitive Solicitation will be conducted. When Formal Competitive Solicitation Procedures are used, this organization will take the following steps:

- 1) Prepare an ITB or RFP document specifically addressing the items to be procured

- 2) Publicly announce and advertise the bid/proposal at least **14** calendar days prior to bid opening
  - a. Announcements will include the date, time and location in which bids will be opened
- 3) Determine the most responsive and responsible bid/proposal by using the selection criteria set forth in the bid/proposal document
  - a. Responsive bidders will be those whose bid/proposal conform to all of the terms, conditions and requirements of the ITB/RFP
- 4) Award the contract
  - a. Sponsors should award the contract to the most responsive and responsible bidder based on the criteria set forth in the ITB/RFP
  - b. The sponsor should award the contract at least two weeks before program operations begin
  - c. If a protest is received, it must be handled in accordance with Chapter 120.57(3), Florida Statutes
- 5) Retain all records pertaining to the formal competitive bid process for a period of five years plus the current year

**Note: If the bid threshold established in the sponsor's procurement policy statement is less than \$150,000, the smaller bid threshold will govern.**

This organization incorporates the following elements into the Procurement Policy Statement, as required by 7 CFR 210 and 2 CFR 200.

- A. **Competition:** We shall demonstrate our goods and services are procured in an openly competitive manner.
- B. **Comparability:** 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. **Unnecessary and Duplicative Items:** We shall avoid acquisition of unnecessary or duplicative items. Consideration will be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
- D. **Documentation:** We shall maintain for the current year and the preceding three years all menus, production records, invitations to bid, bid results, bid tabulations or any other significant materials that will serve to document our policies and procedures.
- E. **Code of Conduct:** This program shall be governed by the Code of Conduct for National School Lunch and Breakfast Programs and it shall apply to all personnel, employees, directors, agents, officers, volunteers, or any person(s) acting in any capacity concerning the food service procurement program.

- F. **Procurement Review Process:** This procurement plan shall receive an internal program review on an annual basis by a staff person who is not associated with food service procurement process. This review shall be summarized in written form and kept with the other required program documentation.
- G. **Contract Administration:** 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.
- H. **Duties of Food Service Supervisor:** (Optional)
1. To work with staff and clients in developing acceptable menus for breakfast and lunch.
  2. To compile market orders or requisitions for purchases which accurately reflect the total quantities of required foods to be ordered per (day, week or month).
  3. To place and confirm orders with vendors, or make plans to purchase the required items.
  4. To keep program menus up to date by testing and using new products and seeking feedback from staff and clients.
  5. To send out bid quotation forms to vendors who have expressed an interest in doing business with the sponsor.
  6. To make procurement awards based on the lowest and best vendor's response as determined by quality, availability, service, and price.
  7. To work with vendors on a fair and equal basis.
  8. To develop a list of acceptable brands (multiple brands per bid item when possible)
  9. To conduct an in-house procurement review once per year to ensure program compliance and to seek guidance or technical assistance when necessary.
- I. **Small, Minority, Women owned Business and Labor Surplus:** We shall take steps to assure that minority businesses, women's business enterprises and labor surplus area firms are used when possible as required in 2 CFR 200.321.

“In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race,

color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

USDA is an equal opportunity provider, employer, and lender.”

## APPENDIX 10

### Procurement Policy Statement for Sponsors of National School Lunch and Breakfast Programs

#### CODE OF CONDUCT

This written Code of Conduct shall govern the performance and actions of Putnam County School District officers, School Board members, employees, directors, volunteers or agents who are engaged in any aspect of procurement, contracts, grants or the administration and supervision of contracts supported entirely or in part by federal entitlement funds disbursed by USDA. These regulations are found in 7 CFR Part 210.21 and Part 3016.36. 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, or any other beneficial interest in the vendor firm selected or considered for an award. 3. No employee, officer, director, volunteer or agent of the Sponsor shall do business with; award contract to; or show favoritism toward a member of (his or her) immediate family, spouse's family or to any company, vendor or concern who either employs or has relationship to a family member; or award a contract or bid which violates the spirit or intent of federal, state and local procurement laws and policies established to maximize free and open competition among qualified vendors. 4. The Sponsor's employees, officers, directors, volunteers or agents shall neither solicit nor accept gratuities, gifts, consulting fees, trips, favors or anything having a monetary value in excess of ten dollars (\$10.00) from a potential vendor or bidder, or from any party to a subagreement or ancillary 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, has been convicted of or pled no contest to a procurement related infraction. If said person has been convicted, disciplined or pled no contest to a procurement violation, said person shall be removed from any further responsibility or involvement with grants management, procurement actions or bids, consistent with school board, state or federal policy. "In accordance with Federal Law and U.S. 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 Adjudication, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call toll free (866) 632-9992 (Voice). Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer."