

Procurement Services Procedures Manual

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Orange County Public Schools
Procurement Services
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Vision

To provide goods and services of the highest quality and value.

Mission Statement

Procurement Services provides goods and services of the highest quality and value to meet the district goals.

Purpose

Procurement Services is dedicated to providing the highest quality goods and services at the best value through competitive pricing while protecting the integrity of district funds and adhering to policies and procedures. We strive to maintain fair and equitable treatment of all vendors and to provide quality customer service while facilitating the district's goals of academic achievement, constant innovation, employee professionalism, and operational efficiency.

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1. GOVERNING REGULATIONS

The OCPS Procurement Services department is governed by several policies, laws, and codes.

School Board Policies

- [DJA Purchasing Authority \(06-23-15\)](#)
- [DJB Purchasing Procedures \(06-23-15\)](#)
- [DJE Bidding Procedures \(06-23-15\)](#)
- [DJFA Minority and Women Business Enterprise Assistance \(06-23-15\)](#)
- [DJFB Local Developing Business Program \(06-23-15\)](#)
- [DJFC Veteran Business Enterprise Program \(06-23-15\)](#)
- [DJFD Local Preference Criteria for Vendors \(06-23-15\)](#)
- [DJG Vendor Relations \(06-23-15\)](#)
- [DJGA Public Sales Calls and Demonstrations \(06-23-15\)](#)

Management Directives

- [Management Directive A-5 Obligation of School Board Funds](#)
- [Management Directive A-13 Purchasing Card Oversight and Use](#)

State Board of Education Rules

- State Board of Education Rule 6A-1.012 – Purchasing Policies
- State Board of Education Rule 6A-1.013 – Pool Purchases
- State Board of Education Rule 6A-1.091 – Purchases for Internal Funds

Florida Statutes

- FS 112.313 – Standards of Conduct for Public Officers & Employees; Doing business with one’s agency
- FS 119.071 – Inspection, Examination and Duplication of Public Records
- FS 120.57(3) –Procedures for Resolution of Bid Protests
- FS 218 – Local Government Prompt Payment Act
- FS 274 –Tangible Personal Property
- FS 287.055 – Acquisition of Professional Architectural, Engineering, Landscape Architectural, or Surveying and Mapping Services (Consultants Competitive Negotiations Act)
- FS 287.056 – Purchases from Purchasing Agreements & State Term Contracts
- FS 287.057 – Procurement of Commodities or Contractual Services
- FS. 287.0582 – Annual Appropriation of Funds
- FS 287.084 – Preference to Florida Businesses
- FS 287.087 – Preference to Business with Drug-Free Workplace Program (Tie Bids)
- FS 287.133 – Public Entity Crime 13. FS 1010.04 – Purchasing

2. PROCUREMENT REQUESTS

Procurement Requests (PRs) are submitted through the Procurement Services SharePoint site and are the first step for procurement action when the following conditions exist that require action by the School Board:

- the estimated annual spend is greater than \$50,000
- there is a need to increase the Board approved spend authority on a current contract
- requests for multiyear contracts, regardless of dollar value

PRs are assigned to Procurement Services staff based on commodity to work with the requesting department once fully approved by the executive cabinet member. The PR should have a detailed description of the goods or services desired and include the total estimated annual spend for the good or service.

3. COMPETITIVE SOLICITATIONS

A. Competitive Quotes

A quote is a method of source selection for a purchase estimated to be less than \$50,000 but greater than \$5,000 in which award is made to the lowest responsive and responsible bidder whose bid complies with the specifications contained in the Request for Quote document.

1. A minimum of three (3) written quotes must be solicited.
2. Quotes shall be awarded to the lowest, responsive, responsible vendor meeting the specifications and requirements outlined in the Request for Quote document
3. District staff are encouraged to utilize the Request for Quote Form located on the Procurement Service Intranet site or request assistance in obtaining quotes from Procurement Services.
4. All quotes shall be requested for like items and/or services.
5. Fax or email responses are acceptable as a written response.
6. A written "No Quote" is acceptable and may count as a solicited quote.
7. Screen prints from websites or advertisements do not constitute as a written quote.
8. All quotes must be attached to the iBuy shopping cart before a purchase order is issued.

B. Invitation to Bid (ITB) or Sealed Bid

1. The Invitation to Bid shall be utilized for the purchase of commodities and/or services that can be fully defined and District staff is capable of specifically defining the scope of work for which a contractual service is required or when District staff is capable of establishing precise specifications defining the actual commodity or group of commodities required. Also referred to as a solicitation for competitive sealed bids.
2. Award is made to the lowest responsive, responsible bidder(s) based on the requirements identified in the solicitation document. Procurement Services shall have the final determination of the responsiveness and responsibility of all respondents.
3. Procurement Services, with the cooperation of the requesting school/department, shall develop the Invitation to Bid document. It is vital that the requesting school/department communicate their requirements to Procurement Services by providing clear, detailed and open specifications that promote maximum and fair competition and result in

obtaining best value and ensuring good stewardship of taxpayer funds. The bid shall contain all applicable terms and conditions prescribed by Federal, State, and School Board rules and regulations. A comprehensive solicitation template and detailed checklist outlining each step have been developed for internal use. Listed below in Sections 4-5 is a brief description of the solicitation process.

4. The Invitation to Bid (ITB) is posted to VendorLink, the School District's online bid notification system. A notice is sent to all firms who have registered to receive notification for this particular commodity or service. In addition, a supplemental list of firms that are not registered can be added to the notification system in VendorLink. The firms download the ITB document, complete the required paperwork and submit their response electronically through VendorLink. All bids are due at a specific date and time; Procurement Services will not accept bids received after the established date and time. Procurement Services, often with the aid of the requesting school/department, will evaluate the bids in an effort to determine the lowest, responsive, responsible bidder(s) that meet all specifications, terms and conditions. In the event the lowest, responsive and responsible bidder is not recommended for award, Procurement Services must document in the contract file the reason for non-award.
5. A notice of intended decision showing award recommendation will be posted to VendorLink. The purpose of this posting is to give public notice of the School District's intended decision and to allow any adversely affected firm an opportunity to file a protest within 72 hours of the posting. An agenda item will be submitted to the School Board by Procurement Services to recommend award of the Invitation to Bid (ITB) after the expiration of the protest period. The ITB process takes approximately six (6) to eight (8) weeks.
6. No additional contract document will be issued or signed as a result of a competitive sealed bid. The signed bid document serves as the contract between the district and the vendor.

C. Request for Proposal (RFP)

1. The Request for Proposal is utilized for the purchase of commodities and/or services that cannot be fully defined, when it is not practicable for District staff to specifically define the scope of work for which the commodity, group of commodities, or contractual service is required and when District staff is requesting that a responsible vendor propose a commodity, group of commodities, or contractual service to meet the specifications of the solicitation document. Reasons to issue an RFP may be that various solutions are desired, and/or cost is not the major factor in the award. Also referred to as a solicitation for competitive sealed proposals.
2. Award can be made to one or more proposers in accordance with the selection criteria published in the solicitation document.
3. All responses to an RFP must be responsive and responsible based on the requirements identified in the solicitation document. Procurement Services shall have the final determination of the responsiveness and responsibility of all respondents.
4. In an RFP, scope of work, requirements and evaluation criteria are listed along with any other requirements. These components are evaluated by an evaluation committee according to the evaluation criteria outlined in the proposal. Procurement Services, with the cooperation of the requisitioning school/department, shall develop the specifications and evaluation criteria to be used in the RFP; this package shall contain all applicable terms and conditions prescribed by the Federal, State, and School Board rules and regulations. A comprehensive solicitation template and detailed checklist outlining each step have been developed for internal use. Listed below in

Sections 4-7 is a brief description of the solicitation process.

5. The Request for Proposal (RFP) document is posted VendorLink, the School District's online bid notification systems. A notice is sent to all firms who have registered to receive notification for this particular commodity or service. In addition, a supplemental list of firms that are not registered can be added to the notification system to VendorLink. The firms download the RFP document, complete the required paperwork and submit their responses electronically in VendorLink. All RFP responses are due at a specific date and time.
6. After the RFP responses are received by Procurement Services, the responses are then distributed to the evaluation committee members for independent review and scoring. Procurement Services staff facilitates evaluation committee meetings, instructs evaluation committee members on their responsibilities and ensures that the evaluation process is conducted in a fair, open and equitable manner. All evaluation committee meetings are public meetings and notices of meetings are posted in advance of the meeting(s) on VendorLink.
7. The evaluation committee evaluates the proposals in accordance with the evaluation criteria outlined in the RFP. The firms are ranked and the short-listed firms may be invited to give oral presentations or informal interviews with the evaluation committee. After the presentations/interviews, the evaluation committee evaluates the firms in accordance with the evaluation system or ranking process outlined in the RFP. The evaluation committee reaches consensus upon the choice of the top-ranked firm(s).
8. After the top-ranked firm(s) have been determined, a notice of intended decision with the evaluation committee's recommendation will be posted to VendorLink. The purpose of this posting is to give public notice of the School District's intended decision and to allow any adversely affected firm an opportunity to file a protest within 72 hours of the posting. After the expiration of the protest period, Procurement Services will conduct contract negotiations in conjunction with applicable stakeholders. After the contract is complete, an agenda item will be submitted by Procurement Services to recommend award of the RFP to the School Board.

D. Pre-Bid/Submittal Conference

1. In certain cases, pre-bid/submittal meetings or a bidders'/proposers' conference will be conducted when the solicitation addresses complex issues which can be better explained in person than in writing.
2. A pre-bid meeting is open to all suppliers and provides an opportunity to ask questions about the project and the solicitation process. Any such meetings must be scheduled before the solicitation is issued. It is preferable that the meeting take place at least one week after the solicitation is released, and at least one week before proposals are due. If attendance at such a meeting is mandatory, this must be stated within the bid document and listed in the mandatory criteria.
3. There are two purposes to a pre-bid meeting. First, it enables all suppliers to understand as clearly as possible the intent of the solicitation. This results in better proposals and more useful and cost-effective solutions for the district. Secondly, it gives the suppliers confidence that they have had every opportunity to submit their best proposal.
4. The buyer serves as the facilitator of the pre-bid conference. The pre-bid conference gives prospective bidders an overview of the project, bringing to their attention important sections of the bid document.

5. The end user will have an opportunity to explain their objectives and makes any clarifications regarding the specification and scope of work.
6. Nothing said during the pre-bid meeting is considered binding unless in writing. All questions must be submitted in writing and will be answered in an addendum.

E. Addendum

Once a solicitation has been issued, no changes can be made unless all prospective bidders are notified by means of an addendum, clearly pointing out changes to the scope/specifications or to answer questions or concerns from prospective bidders. Addendum should be posted at least 5 working days prior to the solicitation due date when feasible. Addendum should not be posted within four days of solicitation due date. If an addendum is required to be posted, then the due date must be extended to give at least four days between the posting and solicitation due date.

F. Receiving Solicitation Responses

All responses to solicitations are due at the date and time indicated in the solicitation document or subsequent addendum via electronic submittal in VendorLink. The district will not accept mailed responses through USPS, UPS, FedEx, or any other delivery service.

4. COMPETITIVE EXEMPTIONS

The Florida State Administrative Code and Florida Statutes provide for certain purchases that may be exempt from competition and/or bidding process. Competition is favored even though a law may allow an exemption. Certain exemptions must be submitted as a formal request from the Executive Cabinet member on the Request for Exemption Form located on the Procurement Services Intranet. The form must include a detailed justification for the exemption. Procurement Services may establish procedures that support competitive processes regardless of the exemption status.

A detailed checklist outlining the steps for each type of exemption has been developed for internal use. All contract numbers will have a prefix pursuant to the type of exemption being utilized. This corresponding prefix is the first column of the below table.

Exemptions that may be considered are as follows pursuant to Florida Administrative Code 6A-1.012:

Contract # Prefix	Citation	Description
PSX	Professional Services (Rule 6A-1.012(11)(a), F.A.C.)	The purchase by district school boards of professional services which shall include, without limitation, artistic services; academic program reviews; lectures by individuals; auditing services not subject to Section 218.391, F.S.; legal services, including attorney, paralegal, expert witness, court reporting, appraisal or mediator services; and health services involving examination, diagnosis, treatment, prevention, medical consultation or administration
EDX	Educational Materials & Services (Rule 6A-1.012(11)(b), F.A.C.)	The purchase by district school boards of educational services and any type of copyrighted materials including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, filmstrips, videotapes, dvds, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the

		copyright, an exclusive agent within the state, a governmental agency or a recognized educational institution
GFX	Government Franchised Service (Rule 6A-1.012(12)(g), F.A.C.)	A contract for regulated utilities or government franchised services may be awarded without competitive solicitations
GRX	Grants (Rule 6A-1.012(12)(f), F.A.C.)	A contract for commodities or contractual services may be awarded without competitive solicitations if state or federal law, a grant or a state or federal agency contract prescribes with whom the district school board must contract or if the rate of payment is established during the appropriations process
ITX	Information Technology Resources (Rule 6A-1.012)(14), F.A.C.)	A district school board, when acquiring, whether by purchase, lease, lease with option to purchase, rental or otherwise, information technology, as defined in Section 282.0041(14), F.S., may make any acquisition through the competitive solicitation process as described herein or by direct negotiation and contract with a vendor or supplier, as best fits the needs of the school district as determined by the district school board.
INX	Insurance (Rule 6A-1.012(15), F.A.C.)	Except as otherwise required by statute, a district school board, when purchasing insurance, entering risk management programs, or contracting with third party administrators, may make any such acquisitions through the competitive solicitation process as described herein or by direct negotiations and contract.
NVX	No Valid or Acceptable Bid (Rule 6A-1.012(12)(a),F.A.C.)	(12) Additional exemptions authorized under certain conditions. (a) The requirements for requesting competitive solicitations and making purchases for commodities and contractual services as set forth in this section are hereby waived as authorized by Section 1010.04(4)(a), F.S., when the following conditions have been met by the district school board: 1. Competitive solicitations have been requested in the manner prescribed by this rule; and, 2. The district school board has made a finding that no valid or acceptable firm proposal has been received within the prescribed time.
PBX	Piggy-back (Rule 6A-1.012(6), F.A.C.)	In lieu of requesting competitive solicitations from three (3) or more sources, district school boards may make purchases at or below the specified prices from contracts awarded by other city or county governmental agencies, other district school boards, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid agreements, when the proposer awarded a contract by another entity defined herein will permit purchases by a district school board at the same terms, conditions, and prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the district school board

SSX	Single Source (Rule 6A-1.012(12)(d),F.A.C.)	Commodities or contractual services available only from a single source may be exempted from the competitive solicitation requirements. When a district school board believes that commodities or contractual services are available only from a single source, the district school board shall electronically or otherwise publicly post a description of the commodities or contractual services sought for a period of at least 7 business days. The description must include a request that prospective vendors provide information regarding their ability to supply the commodities or contractual services described. If it is determined in writing by the district school board, after reviewing any information received from prospective vendors, that the commodities or contractual services are available only from a single source, the district school board shall provide notice of its intended decision to enter a single source contract in the manner specified in Section 120.57(3), F.S., and may negotiate on the best terms and conditions with the single source vendor;
SCX	State Contract (Rule 6A-1.012(5), F.A.C.)	As required by Section 1001.42(10)(j), F.S., the district school board shall receive and give consideration to the prices available to it under rules of the Department of Management Services, Division of Purchasing. District school boards may use prices established by the Division of Purchasing through its state purchasing agreement price schedule. If district school board policy provides for purchasing under this program of state purchasing agreements the conditions for use shall be those imposed on state agencies.
EMX	Emergency Purchases (Rule 6A-1.012(12)(e),F.A.C.)	District school boards may dispense with requirements for competitive solicitations for the emergency purchase of commodities or contractual services when the superintendent determines in writing that an immediate danger to the public health, safety, or welfare or other substantial loss to the school district requires emergency action. After the superintendent makes such a written determination, the district school board may proceed with the procurement of commodities or contractual services necessitated by the immediate danger, without requesting competitive solicitations. However, such an emergency purchase shall be made by obtaining pricing information from at least two prospective vendors, which must be retained in the contract file, unless the superintendent determines in writing that the time required to obtain pricing information will increase the immediate danger to the public health, safety, or welfare or other substantial loss to the school district;
LTX	Less Than Two Responsive Proposals (Rule 6A-1.012(12)(c),F.A.C.)	If less than two responsive proposals for commodity or contractual services are received, the district school board may negotiate on the best terms and conditions or decide to reject all proposals. The district school board shall document the reasons that negotiating terms and conditions with the sole proposer is in the best interest of the school district in lieu of resoliciting proposals

5. SOLE & SINGLE SOURCE PROCUREMENT

Commodities or contractual services are procured through the competitive solicitation process per state statutes and effective procurement standards. A department may request that a commodity or contractual services be considered a Single/Sole source purchase.

A sole/single source is a non-competitive purchase or procurement process when only one source is available, thus limiting full and open competition.

Sole Source	Specific products or services available from one and only one source, also called sole source, sole provider, sole supplier, sole vendor, or sole distributor. The product or service must be so unique and innovative to reasonably conclude that, if the requirement were to be openly competed, the requirement could be satisfied by one and only one source.
Single Source	A single source is a source specifically selected amongst others, if any, due to specific reasons, i.e., availability, capacity, location, replacement parts, compatibility, quality, service, support, etc.

State Board of Education Rules allows commodities or contractual services available only from a single /sole source to be exempted from the competitive solicitation requirements. When a district school board believes that commodities or contractual services are available only from a single source, the district school board shall electronically or otherwise publicly post a description of the commodities or contractual services sought for a period of at least 7 business days. The description must include a request that prospective vendors provide information regarding their ability to supply the commodities or contractual services described. If it is determined in writing by the district school board, after reviewing any information received from prospective vendors, that the commodities or contractual services are available only from a single source, the district school board shall provide notice of its intended decision to enter a single source contract in the manner specified in Section 120.57(3), F.S., and may negotiate on the best terms and conditions with the single source vendor.

Criteria for Determining Sole Source

- Item(s) is (are) only acceptable replacement part(s) known.
- Item(s) must be physically or chemically compatible with existing item.
- Parts and attachments interchangeability.
- Material and job interchangeability.
- Continuity of design.
- Vendor certification for copyrights, trademark and/or patent
- Item is available from only one source.
- Exclusive distribution rights. Only one company distributes or sales and there are no other compatible choices.

Justification

The following questions must be answered and provided to Procurement Services:

- Why is this necessary?
Explain why this service is required.
- Why is this firm selected?
Do we have prior experience with the vendor that this procurement will build upon? Is the service to be provided unique or proprietary in nature? Please include whether the firm is a small business and/or its employees belong to a union. If grant-named vendor, indicate.
- Explain why this contract could not be competitively bid.
Describe why this contract request could not undergo the normal competitive bid process required by the Board.
- How was a fair price established?

Provide details and supporting documentation about the firm's competitors and pricing; how this is a best value for the District.

- What would happen if this were not approved?
Clarify ramifications of taking action versus not taking actions; including delay for competitive procurement.

Once it has been determined that a sole/single source contract is the method of procurement, a notice of sole/single source must be posted when the procurement exceeds the district's single quote threshold for 7 business days in accordance with Florida Administrative Code and Florida Statute.

6. PROTESTS

All protests must be made in accordance with the requirements of the terms and conditions of the solicitation, School Board Policy DJE, and the Administrative Rules of the Florida Department of Education, and Chapter 120, Florida Statutes.

7. INDEPENDENT CONTRACTOR AGREEMENTS

An independent contractor is a person who is a sole proprietor of a business that is providing an educational service to the district. There are many sole proprietors of service organizations who operate under a business name that does not contain their name, such as John Doe, d/b/a (doing business as) Reading Machine Consultants. Independent contractors are used to perform services that are not part of the employer's regular business.

Classification for Educational Services includes individuals doing business relating to educational support objectives whose services are provided on school premises. As stated in Department of Education Rule 6A,1.012(11)b, the requirement for requesting bids from three (3) or more sources is hereby waived as authorized by Section 237.02, F.S., for the purchase of professional or educational services. An independent contract is subject to the same bid threshold as other expenditures.

OCPS is required by the IRS to provide a 1099 form for all businesses that provide services as a Sole Proprietorship. When the District contracts for services from an individual classified as a sole proprietor with the IRS, it is important that we document the nature and terms of the relationship for legal and financial purposes. The Independent Contractor Agreement form provides this documentation.

There are three conditions that identify a vendor as needing to complete an Independent Contractor Agreement form.

1. If the vendor is a sole proprietor
2. If the vendor is providing an educational service
3. If the vendor does not have an approved Board Resolution or has not been awarded a contract by the district for the service required

If all three of these conditions are true, then the vendor must complete an Independent Contractor Agreement.

A. IRS Requirements: Independent Contractor or Employee

The IRS has established guidelines to assist in determining if an individual is performing services as an Independent Contractor or if he/she should be considered an employee. The District could be fined if a person is classified as an independent contractor that fails to meet the guidelines.

1. Does the individual meet the guidelines as an Independent Contractor relationship?

2. Work - The work or the way the work is performed is not directed or controlled by the school. The Consultant works independently at his own pace and time. The consultant has a business or is self-employed and must complete Form 1099.
3. Instructions – An independent contractor does not receive extensive instructions on how work is to be done, this could suggest that he should be an employee. These instructions can cover a range of considerations, for example:
 - How, when & where to do the work
 - What tools & equipment to use
 - What assistants to hire to help with the work
 - Where to purchase supplies and services
4. Training – the independent contractor is not provided training about required procedures and methods or instructed that the work must be performed in certain way.

Tutors cannot be hired as independent contractors. Music and instrumental instructors are not considered tutors, and can be hired as independent contractors.

B. Contract Requirements

The elements of the contract include: the detailed description of the services to be performed, the agreed upon start and end dates, contract fees and charges corresponding to a detailed scope of work, and signatures of the parties to the contract. The contract must be signed at Cabinet level with final review by Procurement Services.

In addition, Independent Contractor Agreements require documentation that Contractors must provide to the District to be authorized to perform a service: e.g. proof of liability insurance, workman's compensation insurance (waived for under four employees), and Level 2 screening (fingerprinting) as required by the Jessica Lunsford Act (JLA).

Procurement Services is responsible for the administration of these contracts which includes processing, ensuring proper documentation and signatures are obtained; monitoring for compliance and screening requirements under the JLA; Renewals and modifications; and follow-up with vendors when contractual issues arise.

Criteria for Independent Contract Agreements for Educational Services:

- Consultant is not performing in the capacity of an employee (see above guidelines) and performs services on school premises: tutors, workshop speakers, physical therapists, special counselors, etc.
- Must complete the IRS W9 and Vendor Registration; Fingerprinted (Level 2 screening) if applicable per the Jessica Lunsford Act.
- Documentation required: Independent Contractor Agreement requested from Procurement Services completed by School and Independent Contractor. Contract filed in Procurement Services.

8. CONTRACT ADMINISTRATION

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

Contract administration is the primary part of the procurement process that ensures the School District receives what it paid for.

A. Contract Types

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

B. Contract Administrator

1. Contract administration is part of the overall procurement process; however, this responsibility is delegated to the end user schools / departments.
2. The Contract Administrator should generally be the District employee who is the end user of the contract, the staff member who has a vested interest in the outcome of the procurement, and who will be responsible for ensuring the proper adherence to all contract specifications by the contractor. When necessary, the Contract Administrator by title or name will be specified within the contract. It is the responsibility of the assigned Contract Administrator to perform contract administration duties.
3. The nature and scope of contract administration will vary from contract to contract. It can range from the minimum acceptance of a delivery and payment to the contractor to extensive involvement by program, audit, and procurement officials throughout the contract term. Factors influencing the degree of contract administration include the nature and complexity of the work, the type of contract, and the experience and commitment of the personnel involved. Depending upon the complexity of the contract, a contract administration team may be appointed that may include but not limited to: the Procurement Services, subject matter experts, project managers, consultants, engineers, and legal counsel.

C. Post Award Activities

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

D. Delivery, Inspection, Acceptance and Rejection

1. Delivery of Goods
 - a. The Contract Administrator should have a clear understanding of the shipping terms, maintain a copy of the purchase order or award document, and shall be responsible for ensuring the vendor complies with the shipping terms stated in the purchase order or contract.
 - b. Unless otherwise specified contractually, the School District requests all goods be shipped F.O.B. Destination, with all shipping charges pre-paid and allowed. F.O.B. Destination means that title passes when goods are received on site at the location as designated by the contract. Pre-Paid and allowed means that all shipping charges are included in the quoted prices.
 - c. The contractor may be required by the contract to deliver in a specific manner such as one of the following: tailgate only, at dockside only, deliver on pallets, make inside delivery by floor and room number, deliver and install and remove all debris, or deliver at only certain specified hours. Delivery instructions should be

made clear in the purchase order or award documents specifying any conditions or issues impacting delivery such as restrictive loading areas or limited elevator access.

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

2. Inspection

- a. The Contract Administrator is responsible for inspecting and accepting goods or services purchased by their school / department. Inspection ensures that the contract is fully performed by guaranteeing that the product or service is received in the correct quality, correct quantity and in a timely manner, and that the received product or service is received in good working condition and undamaged. Proper receiving and inspection techniques provide for the early detection of defects and allow for corrective action to be taken.
- b. Inspection of received goods may include but not be limited to receiving personnel to look for shipping damage, count the quantities, and noting that the items have been received. In addition, some purchases of goods or services may include one or more of the following inspection techniques: after-delivery inspection, in-process inspection, final inspection, sampling inspection, technical testing, and first-article testing. If shipping damage is suspected, noting on the manifest provided by the shipping agent of any crushed corners, punctures or other visible signs of possible damage will set up a possible future claims against the shipping agent protecting both the district and the vendor against lost. A picture of the damage is worth a thousand words.
- c. It is the Contract Administrator's (or designee's) responsibility to promptly inspect deliveries for shipping damage at the receiving location. Concealed damage or latent defects should be reported immediately after delivery to the contractor and prior to removal from the point of delivery. If latent defects are found, the contractor is responsible for replacing the defective goods within the delivery time originally stated in the solicitation and is liable for any resulting expenses incurred by the School District. For any latent defects that exceed the originally stated delivery time, the Contract Administrator should contact Procurement Services.

3. Acceptance

- a. The acceptance process is a critical part of contract administration. Acceptance entitles the contractor to payment and often limits the rights of the District to seek remedies if defects are found at a later date. In order to seek remedy after a good or service has been accepted it would have to be determined to be a latent defect or fraud.
- b. Notification of the acceptance should be completed in the School District's financial system by "approving" the invoice thus indicating that the good or service that is accepted. Timely and proper payment of invoices requires expedient review and acceptance of the delivery against the terms of the purchase order or contract.

4. Rejection

- a. Rejection of goods or services is the responsibility of the Contract Administrator. Rejection should generally occur whenever the goods or services do not comply with contract requirements or visible damage at the time of delivery.
- b. In the event of a partial or total rejection, and when warranted, the Contract

Administrator shall immediately notify the contractor as to the reasons for rejection and to request prompt action to correct the problem within a reasonable timeframe. Depending on the contract, further discussions and the provision of additional documentation may be required by Procurement Services.

E. Invoices and Payments

Invoices

- a. Invoices must be thoroughly reviewed to ensure that what is billed is accurate based on services rendered/goods received and what was agreed upon in the contract/purchase order. Invoices should only be recommended for payment approval if the nature, type, and quantity of effort or materials being expended are in general accord with the progress of work under the contract. It is important to keep a record of time worked and materials used.
- b. The vendor must provide appropriate backup documentation with the invoice remitted for payment. For time and materials contracts, it is essential that billed costs be analyzed (and challenged when appropriate) prior to approval for payment. Invoices should specify the amount and type of labor that is contained in the contract with the associated rates and the material costs so that verification of contract terms and pricing can be accomplished. The material costs should be supported with documentation as required in the contract (i.e., price list or vendor's cost).

Payments

- a. The District's standard terms of payment is Net 45 days, meaning, a check will be issued 45 days after receipt of the invoice for the associated products/services. The District is subject to Local Government Prompt Payment Act for prompt payments (F.S. 218.70).
- b. In general, payments for supplies and services takes place upon the successful completion of some portion or all of the work required by the contract. Depending on the complexity and variety of the supplies and services, the contract may include one or more of the following types of payments: partial, progress, milestone, advance, withholding, and completion.

F. Contract Modifications/Amendments

All contract modifications and change orders require Procurement Services review and approval. Any request for changes affecting price, quality, quantity, delivery, term, or cancellation requires additional discussion and documentation.

Approval of price increases must be approved by the Senior Director, Procurement Services. Information that should be provided include justification for price increase (i.e., market changes with supporting documentation), other awarded suppliers if any, contract award date, and current contract expiration date.

G. Contract Renewal and Extension

1. **Renewal.** Contracts may contain a renewal clause describing the conditions under which it may be renewed for a stipulated period of time. However, no contract may be renewed and no additional consideration may be paid unless specifically provided for in the original contract. Early communication with Procurement Services can assist in determining next steps.

Procurement Services will generally review contracts expiring six months in advance. Procurement Services utilizes a standard renewal template that for use when renewing contracts. A renewal letter is only used when there is a contract document which include renewal terms and conditions. No renewals are to be processed that exceed School Board approved dates.

Prior to executing a contract renewal, an email approval from the end user department will be required and saved in the contract file.

When renewing a piggybacked contract, Procurement Services must first confirm the awarding agency renewed the contract and obtain all renewal documents for that contract period.

2. **Extension.** Procurement Services may extend the term of an existing contract for services to allow completion of any current work undertaken but not completed during the original term of the contract. Also, in exceptional or extenuating circumstances a contract may be extended by mutual consent in writing for a limited period of time, not to exceed six (6) months. Prior to executing any extension, approval is required by the Senior Director, Procurement Services. In addition, School Board approval is required.

H. Closing / Cancellations of Purchase Orders

Each work location is responsible for keeping all purchase orders for their cost center current. Each work location is encouraged to review the open and pending purchase orders monthly to insure old or invalid purchase orders with residual values are closed and/or canceled. Close out and cancellation requests must be sent to procurement@ocps.net.

I. Contract Terminations

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

Termination for Default. Termination for default is a contract clause which may be contained within the contract language that would allow for a contract to be terminated due to the failure of contractor to perform satisfactorily. The right to terminate for default is contingent upon two factors: (1) reasonable grounds for termination or (2) noncompliance with certain procedural notification requirements. Documentation is crucial in relation to this process. There are three types of notices that are normally associated with a termination for default clause: (1) cure notice, (2) show cause, and (3) notice of termination for default. Termination for default will require additional discussion and documentation to Procurement Services.

J. Vendor Performance Complaints

Complaints about and/or discrepancies in vendor performance should be reported to Procurement Services as they occur. Vendors will be contacted and requested to respond to each performance report. Failure to respond, or an unsatisfactory response, could result in the District's withholding payment on invoices, termination of the contract, or it could negatively impact the contractor's future business with the District. Reports of Unsatisfactory Materials and/or Service are necessary in order for Procurement Services to develop vendor history, evaluate vendor performance, and, if required, to take appropriate and timely action.

Performance issues are reported by District staff through a SmartSheet form available on the Procurement Intranet page. The form has several required fields that must be completed before a user can submit the report. Users can also attach documents, such as photos or email correspondence, that further document performance issues.

Once a report is submitted, Procurement Services is notified and it is assigned to a team member for resolution.

Procurement Services will utilize a Vendor Performance Report Memo template to outline the issue and is sent to the vendor. The vendor must provide a written response on the resolution of the issue and what steps will be taken to ensure the performance issue does not occur in the future.

Procurement Services will work with the end-user to determine if the response provided by the vendor is acceptable or if further action needs to be taken with the vendor. Procurement Services will update the applicable fields in SmartSheet tracking the response from the vendor and attached the response on the performance record and in the contract file. Once the issue is fully resolved, the buyer will update the status to "completed/resolved".

K. Other Contract Administration Factors

1. Record Keeping

- a. Records shall be maintained by the Contract Administrator for each contract that contains the following where applicable: the contract and any modifications, all contract correspondence, inspections, records, memos and notes of conversations with the contractor, invoices/vouchers, supporting documentation, and travel reports.
- b. All key stakeholders with the school/department shall have access to and understand all contract milestones, commitments, and obligations.
- c. If requested, the school/department shall be able to demonstrate that all contract related commitments and obligations are in compliance.
- d. If problems with a contractor persist after attempts have been made to seek correction, Procurement Services should be contacted with the complaint to seek formal remediation.

2. Consultant Services

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

3. Revenue Based Contracts

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

4. District-Wide Contracts

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

5. Contract Assignment

Assignment is defined as the legal transfer of a claim, right, interest, or property. In the event of a merger, acquisition, or other business decision of an existing vendor who

holds a formal contract with the District, a contract assignment must be completed to formally transfer the responsibilities of the contract to the new entity. Procurement Services utilizes a contract assignment template to be used in these cases.

9. PURCHASING CARD PROGRAM

A separate, detailed Purchasing Card Program Procedures Manual has been established in accordance with Board Policy DJB and Management Directive A-13. The program includes the establishment, communication, and maintenance procedures for the control and use of such cards including internal controls to monitor compliance with said program. The purchasing card procedures establish guidelines for the use and control of purchasing cards which will be assigned to and utilized by designated employees to procure commodities and contractual services.

10. INFORMATION TECHNOLOGY PURCHASES

All technology purchases require the approval of the Information Technology Services (ITS) department prior to issuing purchase orders. To ensure compliance with district IT requirements, there is an additional workflow in iBuy based on the product category that will go to ITS staff for review and approval. Procurement Services will not receive the shopping cart until ITS approves the purchase.

Teaching & Learning maintains an approved software that is available for all district staff to view on a SharePoint site located here: <http://districtcollaboration.ocps.net/team/ips/SitePages/Software%20Requests.aspx>

It is the school or department's responsibility to initiate the approval process and provide the necessary supporting documents for the request. Procurement Services will review the provided quotes and contract documents and, in most cases, utilize the district's standard software license addendum. This contract document is used to supplement the vendor's standard contract documents. If quotes reference web links to privacy policies, terms of use, or other standard contract clauses and documents, Procurement Services will download these and include them as Exhibit A of the software license addendum.

11. PROCUREMENT SERVICES SCORECARD

Each Procurement Services buyer is responsible for completing their individual scorecard by the 5th of each month, unless otherwise notified (i.e. holidays). Buyers are responsible for capturing all data points on the individual scorecard throughout the month. The information on the details tab for each quarter must replicate onto the first tab of the workbook.

Buyers are responsible for saving a copy of their fully signed acquisition plans in the sub-folder in the scorecard folder in the Procurement share drive for all competitive solicitations.

12. PROCUREMENT SERVICES UPDATE

Each Procurement Services buyer is responsible for completing and updating the Procurement Services Update by the 5th of every month. This update is sent by the COO to all Board members to provide information of upcoming and ongoing solicitations that are subject to the district's no contact period.

The update is sent to Board members on the 10th of each month, therefore, if the solicitation award date is prior to the 10th, it can be removed from the update.

All items under "*ITEMS OUT FOR BID AND DATE DUE (Not yet awarded)*" should include the full title of the advertised bid, include the bid number with the buyer's initials following. The date format is one digit for the month (except months 10,11,&12), two digits for the date, and four digits for the year.

All items under the heading "*UPCOMING BIDS – TO BE RELEASED WITHIN THIRTY DAYS*" must have a tentative release date AFTER the 10th of the reporting month and may not be a non-working

day (weekend or holiday). The date format is one digit for the month (except months 10,11,&12), two digits for the date, and four digits for the year.

13. BOARD AGENDA

All contracts greater than \$50,000 annually or multiyear contracts, regardless of dollar value must be approved by the School Board during a scheduled public meeting. Procurement Services must have all documents completed two weeks prior to the scheduled board meeting.

The dollar figures presented on the agenda are in terms of "*Estimated Annual Contract Total*". This means the approved dollar value is for an annual period beginning with the contract period start date until the one year anniversary of the approval. On the one year anniversary, the annual contract total starts over and the same amount is approved for spend for the following year.

The following standards must be applied when preparing the Board agenda matrix to ensure consistent formatting:

- ✓ *Contract title, vendor names, basis of award, contract period, and unit/funding source* must be justified to the left of the cell.
- ✓ *Item #, No. Of Notices, No of Responses, and Estimated Annual Contract Total* must be centered in the cell.
- ✓ Estimated Annual Contract Total column; (NTE) must be included under the dollar value. If the item is amending the Estimated Annual Contract Total of a previous award, the column should indicate the original award, amended amount, and new award with each underlined. As an example;

Original Award
\$200,000

Amendment #1
\$150,000

New Award
\$350,000
(NTE)

- ✓ Basis of award – ensure consistency in the terminology and ensure proper citations of exemptions.
- ✓ Contract period – ensure consistency in the terminology such as using the word through to indicate the initial term, ensure numbers as words are used when identifying renewals. As an example:

May 29, 2019 through May 28, 2022 with two (2) additional one (1) year renewal options

When piggybacked contracts are adopted, the end date for the contract period must coincide with the contract's term. All piggybacks should include "*with all subsequent renewal options*"

- ✓ Unit/Funding Source – When identifying the department's name, do not use abbreviations such as ITS, ESE, Transportation. The full and correct department name must be used (Exceptional Student Education, Information Technology Services, Transportation Services)
- ✓ No. of notices – for competitive solicitations, the broadcast number must always be the top number followed by a (B) and plan holders will always be the second number followed by a (P)
- ✓ Spelling/grammar/punctuation – Double check all grammar as not everything is picked up by spell check. Are we buying bucket tricks or bucket trucks?

- ✓ Contract titles for piggybacked contracts should be the same title as the original contract that is being piggybacked. If additional clarity is required, the description should clearly explain the purpose and use of the contract.

14. **CONTRACT DATABASE**

SmartSheets is the contract database maintain by Procurement Services and serves as a means to make all contract information available to the public and district staff. It is important that the following attachments are included for each entry on SmartSheets:

- ✓ For contracts as the result of a RFPs, do not attach the RFP response
- ✓ Fully executed contract documents (vendor's signed response for ITBs)
- ✓ If multiple awarded contract, attach only the vendor's documents to their SmartSheet entry
- ✓ Fully executed amendments, if applicable
- ✓ Fully executed renewal letters, if applicable
- ✓ Bid/Contract information sheet, if applicable
- ✓ Current certificate of insurance (COI) – old ones should be removed from SmartSheets
- ✓ Applicable licenses (i.e. General Contracting License, Plumbing Contractor License)
- ✓ BoardDoc matrix

Bid tab sheets may be used in place of bid/contract information sheets. The awarded items must be highlighted in yellow on the posted tab sheet. In the event the items will be uploaded into the iBuy catalog, a column may be added to include the material master/product ID.

Once a contract is awarded, the following fields must be completed and verified for completeness:

- ✓ Change status to awarded
- ✓ PR approved date
- ✓ Date Posted – for ITB and RFPs only
- ✓ Date closed – for ITB and RFPs only
- ✓ Date awarded – Board approval date
- ✓ Original expiration date
- ✓ Current expiration date
- ✓ Contract #
- ✓ Contract Title
- ✓ Vendor #
- ✓ Name of vendor
- ✓ Term
- ✓ Annual renewals
- ✓ Amount awarded – ensure amounts are updated based on amendments approved by the Board
- ✓ Exception type, if applicable
- ✓ Department
- ✓ Division
- ✓ COI policy expirations
 - General Liability
 - Auto Liability

- Workers Compensation
- ✓ Any applicable licenses expiration, i.e. General Contractor License
- ✓ Check “secondary quote” if the item is a secondary quote – this will not appear on the public report on the Procurement Services webpage
- ✓ Check “verified SmartSheet data” once all data fields and attachments are completed

15. SPECIFICATIONS

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

A. Authority for Specifications

Procurement Services holds the authority and responsibility for specifications in all solicitations and agreements. Since the purpose of a specification is to translate a user's need into the delivery of goods or services, the development of specifications must be a cooperative effort between the end user and Procurement Services. However, prior to release of a specification, as part of a solicitation, Procurement Services staff must be satisfied that it will result in a fair and equitable competitive purchasing.

B. Types of Specifications and Contracts

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

Performance Specifications: Performance-based specifications/contracting is a results-oriented contracting method that focuses on the outputs, quality, or outcomes Performance specifications are preferred since they describe what a product or services is to do, rather than how it is to be built or performed which helps maximize competition. The following are characteristics of a performance specification:

- Describe the work in terms of the required results rather than either "how" the work is to be accomplished or the number of hours to be provided.
- Enable assessment of work performance against measurable performance standards.
- Rely on the use of measurable performance standards and financial incentives in a competitive environment to encourage competitors to develop and institute innovative and cost-effective methods of performing the work

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

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

Brand Name or Equal: When a specification mentions a manufacturer's brand name or model number, it should also include the words "or approved equal." In this regard, "or approved equal" is interpreted to mean, "*substantially equal and capable of performing the essential functions of the referenced brand name or model.*" The use of a manufacturer's brand name or model number listed in the specification should be used for information only and should not intend to limit competition. In cases where “or approved equal” is used as part of a specification, the district reserves the sole right to determine the acceptance of item(s) as “equal.”

Specifications may be restricted to a specific brand or product when necessary to supplement existing installations or for purposes of supporting a standardization program. Documentation must be provided to Procurement Services in these instances.

Standardization: Standardization is the adoption of a single product or group of products to be used by different entities or all parts of one organization. These types of programs require careful analysis as they potentially limit competition in the marketplace, however, they can result in additional benefits to the district. One of the current standardization programs in effect throughout the district is the dispensers in all restrooms. Specifications may be restricted to a specific brand or product when necessary to supplement existing installations or for purposes of supporting a standardization program. Documentation must be provided to Procurement Services in these instances.

Qualified Products List (QPL): A Qualified Products List (QPL) is a list of products identified by manufacturers' names and model numbers that are the only items that meet the minimum specifications as determined by the using entity. These products are used when quality is such a critical factor and testing so lengthy or expensive that the entity wants to stay with proven products. The list is prepared by testing products, either in the lab or in daily use. Items may be added to the list by the supplier demonstrating their quality by meeting specifications that have been defined by the using entity.

C. Preparation and Review of Specifications

Schools/Departments are responsible for the first draft of specifications to be submitted to Procurement Services. After Procurement Services has reviewed the specifications and writes the special and standard terms and conditions of the solicitation, the School/Department will be forwarded a draft for review and sign off.

16. PUBLIC RECORDS

All public records must be managed in accordance with Section 119.071, Florida Statute.

Employees may receive records requests from vendors or other parties, however only the OCPS Records Management office should release any records or information. Any requests received should be forwarded records@ocps.net. In the event procurement colleagues from other agencies contact Procurement Services directly, Procurement Services may provide the requested information without requiring the involvement of Records Management.

The employee should confirm receipt of the requested information and notify the requesting party it has been forwarded to our Records Management office. The following may be used as a standard response to vendors requesting documents:

"Your request has been received. I will provide the information requested to our Records Management Office and they will be in contact with you with the requested information."

17. BLANKET PURCHASE ORDER

A blanket purchase order, also called an "open purchase order", is a purchase order issued where multiple purchases may be made for a specified period of time, but not to exceed the fiscal year, and specified dollar amount. The purpose is to allow the school/department authorized on the order to secure item(s)/ service(s) directly from the firm as needed at the terms and conditions specified on the order and/or existing term contract.

- Whenever possible, unit prices should be specified on the Blanket Purchase Orders. When it is not possible to specify unit prices, blanket purchase orders shall be issued in a "dollar for dollar" format in which the cost will be placed in the quantity field and the unit price will be \$1.00. Similar to a regular Purchase Order, funds are obligated (i.e., encumbered) upon the establishment and issuance of a Blanket Purchase Order.
- Blanket purchase orders expire at the end of each fiscal year.

- Procurement Services will make the determination in all cases whether a blanket purchase order will be issued based on a particular commodity, service, or circumstance.
- Blanket purchase orders should be issued on a limited basis.
- In the majority of circumstances, blanket purchase orders shall be against existing term contracts. Non-contract blanket purchase orders shall not exceed \$5,000 per the district quote threshold.

The following are situations that may require a blanket purchase order:

- Emergency needs as determined by Procurement Services
- When definite quantities or deliveries cannot be predetermined

Some examples where blanket purchase orders are acceptable are:

- Fuel
- Emergency facility needs
- Book orders
- Sheet music
- Library media

When blanket purchase orders are approved, the school/department is responsible for the processes related to managing the services and delivery of goods as a result of the blanket purchase order, including but not limited to understanding contract requirements, contract pricing, acceptance, receipt of goods, documenting vendor performance, and close out of purchase order.

With blanket purchase orders, the following additional responsibilities shall apply:

- Confirm invoice complies with contract and/or purchase order pricing and terms
- Maintain detailed records of quantities and pricing
- Ensure that all policies and processes for fixed assets are adhered to

18. DIRECT PAY

Direct pay is the process by which a vendor's invoice is paid directly without the use of a purchase order. The payment of an invoice without the benefit of a purchase order should be restricted to certain expenditures in which a purchase order is not feasible.

Limiting direct pays provides the following benefits:

- Ensuring payments are not made to vendors without an authorized purchase order to comply with Management Directive A-5
- Providing the controls in order to verify that the item was competitively bid, contracted, ordered at the correct price, properly received, and that correct payment is made within the required timeframe.

Direct payments may only be used for the following exemptions:

- Travel reimbursements
- Kelly Services for substitute teachers only
- Pell Grants and other financial aid programs where payments are made directly to students
- Parent and Guardian reimbursements
- Charter Schools
- Legal settlements such as judgments, land closings, arbitrators
- Impact Fee reimbursements
- Debt payments
- Self-insurance
- Electric
- Water
- Sewer

- Natural Gas
- Propane
- Solid Waste (garbage)
- Communications such as internet and telecommunication services
- Certain food service vendors
- Insurance Benefits (Risk Management)
- Additional situations as determined and approved by Procurement Services

19. **VENDOR REGISTRATION**

All vendors doing business with OCPS are required to be registered with Procurement Services and have an active, valid vendor number.

The vendor completes the Online Vendor Application on the Procurement Services website. A valid W-9 is required and can be attached to the application or sent separately. Procurement Services will review/approve the application and will contact the vendor directly to resolve any concerns with the application or if additional information is required.

Upon review and approval of the vendor application, an email notification with a vendor number will be sent to the email address provided on the registration application.

Updating Information

Updates to a vendor's record in SAP require the vendor to complete a Change to Vendor Record Form available on the Procurement Services website. The vendor must submit the form along with an updated W-9 for the change to be processed to procurement@ocps.net.

20. **VENDOR REFERENCES**

Periodically vendors of the district will use OCPS as a reference in obtaining new business. Procurement Services and other OCPS staff should not complete any documents or answer questions that require ranking aspects of the vendor's performance or commenting on the vendor's performance.

Procurement Services and other district staff should only provide publicly available information such as if the particular vendor have/had a contract with OCPS, dates the contract is/was valid, and Board approved dollar value.

21. **TEMPORARY PURCHASE ORDERS**

The temporary Purchase Order is used on a limited basis when SAP is offline for end of fiscal year shutdown.

All temporary Purchase Orders are required to be reconciled with a Purchase Order from SAP when the system is online. It is the responsibility of the user department or school to enter a requisition to facilitate the creation of the Purchase Order. On the SAP Purchase Order, Procurement Services will enter the temporary Purchase Order number in the notes to supplier field.

The following steps are to be followed when the temporary Purchase Order is utilized:

- a. Log the Request into the Temporary Purchase Order Log on the temporary PO log in SmartSheet.
- b. The Procurement Services buyer will complete the temporary Purchase Order memo template and the forwarded to the Director or Sr. Director of Procurement Services for signature.
- c. The signed temporary Purchase Order and other supporting documents will be saved in a file on the share drive titled with the temporary Purchase Order number and the name of the vendor.

- d. Procurement Services will send the requesting department or school the signed temporary Purchase Order.
- e. The requesting department or school will email the vendor the signed copy of the emergency purchase.
- f. The end user once are responsible for inputting SAP PO.

22. SECONDARY COMPETITION FOR FACILITIES TERM CONTRACTS

Definition of Secondary Competition from School Board Policy DJB, Purchasing Procedures

“Secondary competition is a process by which the District has obtained commodities or contractual services through the utilization of a Term Service Agreement or “Bench Contract,” where the District solicits written Requests for Quotation (RFQ) from all approved vendors for a particular commodity or contractual service. This is referred to as secondary competition and provides the District the opportunity to receive further competitive pricing based on specific criteria or requirements.”

Operational areas will have the general responsibility to conduct the secondary competition process utilizing the following guidelines when certain contracts allow. The process should be conducted by an Authorized Representative of the department who is knowledgeable in the needs of the District and the scope of work required. Procurement Services can assist as needed.

1. The scope of work will be inserted into the Procurement Services Request for Quote (RFQ) template document by the Authorized Representative to include the following information:
 - 1.1. Location where the work is to be performed.
 - 1.2. Name and contact information for the District’s Authorized Representative, responsible for coordinating the work.
 - 1.3. A detailed scope of work to include plans or drawing, if available.
 - 1.4. A timeframe for completion of the work.
 - 1.5. Walkthrough/ site visit information to include the specific date, time, and location with address.
2. Once the RFQ document is completed by the Authorized Representative, it will then be emailed to the Procurement Services Buyer responsible for contract being utilized for final review. Procurement Services will assign a RFQ number and insert the due date.
3. Procurement Services will issue the RFQ to all applicable Contractors via email.
4. The Authorized Representative will be responsible for scheduling, coordinating, and conducting the site visit. The following are guidelines for conducting the site visit meeting:
 - 4.1. **ALL** personnel in attendance, to include any OCPS staff, must sign in using the Procurement Services sign in sheet template. This sign sheet must be scanned and emailed back to Procurement Services within 24 hours of the site visit.
 - 4.2. Questions from the Contractors pertaining to the scope of work may be answered during the site visit, however, the questions must be submitted via email to the contact on the RFQ document by the Contractor by the question deadline in the RFQ. All questions will be answered in the form of an addendum for the responses and sent to all Contractors to ensure fairness in the process.

- 4.3. Clarifications and/or additions to the scope of work must be sent to Procurement Services by the Authorized Representative. This will be issued in the form of an addendum Contractors.
5. Responses to the RFQ will be due by the date listed in the RFQ document or as modified through an addendum via the email address in the RFQ document.
 6. The price submissions through the secondary competition process will be for a lump sum, not to exceed amount. The Contractor's quote is all inclusive of the scope of work issued in the RFQ document and any subsequent addendums to the scope of work. District staff may request additional supporting documentation as deemed necessary, if only one quote response was received.
 - Lump Sum is defined as follows by the National Institute for Governmental Purchasing (NIGP) – "An aggregate or lot price that may represent the total price for a group of items in place of or in addition to unit prices for each individual item. The total price of a group of items that is priced as a whole for bidding purposes."
 7. Procurement Services will provide a tabulation sheet to the Contractors after the due date, identifying the apparent low quote.
 8. Procurement Services will provide a tabulation sheet and bid submittals to the Authorized Representative for review and evaluation.
 9. The Authorized Representative will be responsible for following the appropriate District procedures to obtain a purchase order and coordinate with the awarded Contractor to develop a schedule and to commence work.

23. MANAGEMENT DIRECTIVE A-5 - OBLIGATION OF SCHOOL BOARD FUNDS

Procurement Services is responsible for the monitoring of compliance with Management Directive A-5 which prohibits the acceptance of goods or services prior to the issuance of a purchase order and the signing of contracts. As Procurement Services becomes aware of violations of this Management Directive, a Warning or Violation notice may be issued to the offender by the Senior Director of Procurement Services.

A warning letter is a reminder to the offender about the Directive and the supervisor or principal is copied on the notice.

A violation is a more serious offense which requires the acknowledgement of the offender's supervisor or principal and executive cabinet member.

In both instances the offender is required to sign and acknowledge receipt of the warning or violation.

24. BONDS

When required, Bid Bonds, Protest Bonds, and Payment and Performance Bonds are received in the Procurement Services office. The checks or bid bonds kept in a locked filing cabinet in Procurement Services, until the requirements of the bid or protest are met and resolved. The money is never deposited in a bank but kept in a secure location. The checks are returned to the successful bidder on completion of the bid and/or satisfaction of the terms of the bid. Checks from unsuccessful bidders are returned to the bidder as soon as the bid is awarded.

Protest bonds are returned to the protesting firm at the resolution of the protest proceedings and are deposited as deemed necessary dependent upon the conditions of the protest proceedings.

25. STAFF TRAINING

The district utilizes a hybrid model of procurement where contracting is managed centrally by Procurement Services, but the ordering responsibility is delegated to individual work locations. Each

work location or school should have staff trained and qualified to submit purchase requisitions known as shopping carts. To be granted access to iBuy, take the following steps:

1. Take one or more of the following courses on Canvas using Google Chrome as the internet browser:
 - Requestor - Teacher, Department staff
 - Requisitioner - responsible for work location budgets (bookkeeper, secretary)
 - Manager/Approver - Principals, Administrators
2. Upon completion of the course, a certificate of completion will be emailed within 24 to 48 hours.
3. Create an EasyVista ticket at www.help.ocps.net and request iBuy access
4. Once the request is processed, you will receive an email from BSTS (Business Systems Training & Support). The email will include the OSR number and instructions for checking the status of your request.

26. AGREEMENTS UTILIZED WITHIN OCPS

Agreement Type	Approval School Board is Required	Facilitated by Office of Legal Services	Facilitated by Procurement Services	Comments
Advertising Agreements	Case by case basis	Yes	No	Not a Procurement Event
B-14 Facility Improvement Agreements	Case by case basis		No	Facilities Services will facilitate and work with the Office of Legal Services as needed
Charter School Agreements	Yes	Yes	No	
Cooperative Procurement Agreements	Yes	Yes	Yes	Agreements with two or more entities for the cooperative procurement of commodities and contractual services.
ESE Program Related Agreements	Case by case basis	Yes	Yes (only pertaining to the expenditure of district funds)	
Facility Use Agreements	Case by case basis	Not unless changes are required to the template	No	Facilities Services will facilitate and work with the Office of Legal Services as needed , using the template approved by the Office of Legal Services
Grant Agreements	Case by case basis	Yes	Yes (only pertaining to the expenditure of grant funds)	
Health Science Training Agreements	No	Not unless changes are required to the template	No	Use Template approved by the Office of Legal Services
Independent Contractor Agreements (ICA)	Case by case basis	Not unless changes are required to the template	Y (only pertaining to the expenditure of district funds)	To be used sparingly following applicable procurement policies (i.e. specialized services, entertainers, etc.)
Interlocal Agreements (ILA)	Yes	Yes	Yes (only pertaining to the expenditure of district funds)	Terms and conditions are negotiated through the Office of Legal Services and then sent to Procurement Services if there is an obligation of district funds

Internship Agreements	No	Not unless changes are required to the template	No	Use Template approved by the Office of Legal Services
JROTC – encumbrance of SB Funds but no \$ exchanges involved	Not Currently	Yes	No	
Land Use Agreements	Yes	Yes	No	Facilities Services will facilitate and work with the Office of Legal Services
Letter of Understanding	Case by case basis	Yes	No	May or may not be legally binding
Memorandum of Understanding (MOU) or Memorandum of Agreement (MOA)	Case by case basis	Yes	No	Used to generally set forth responsibilities of each party, may or may not be legally binding.
Non-Disclosure Agreements for ICTS Agreements (NDA)	No	Not unless changes are required to the template	No	Use Template approved by the Office of Legal Services
Piggyback Agreements	Yes	No	Yes	Piggyback off of another government entity's competitively solicited agreement
Pilot Agreements	No	Yes	Yes	
Procurement Agreements	Yes	No	Yes	Those agreements resulting from any procurement process (i.e. ITB, RFP, RFQ, or ITN), purchase of commodities or contractual services and/or the obligation of district funds
Real Estate Agreements	Yes	Yes	No	Facilities Services will facilitate and work with the Office of Legal Services
Release of Student Information Agreements	Yes	Yes	No	Student personally identifiable information is protected by FERPA and may not be released absent an agreement with the School Board

Revenue Generating Agreements	Case by case basis	Yes	Yes	Those agreements resulting from any procurement process (i.e. Pepsi, Vending Machines, etc.)
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