

Monroe County School District Purchasing / Procurement Procedures Manual

Revised September 2023



FOREWORD

The Monroe County School District recognizes that maximum economy and efficiency are best achieved through centrally-managed purchasing process, including warehousing and distribution. All purchases of materials, supplies, equipment and contractual services paid from Monroe County School District funds are reviewed for compliance by the Internal Services Department under the general supervision and direction of the Superintendent.

INTRODUCTION

It has been said that public purchasing is getting the right item to the right place at the right time and at the right price. Public agencies maintain established purchasing systems for many reasons:

- First, it is a means for managing the public funds that have been entrusted to each school and department by insuring that no indebtedness beyond the budgeted amount is created.
- Second, it offers the opportunity to achieve economies of scale by being able to buy, in bulk, many of our day-to-day necessities.
- Third, it ensures that the vendor will be paid for the products or services that have been sold to the District by providing the means to account for each purchase that has been made.
- Fourth, it provides a uniform set of requirements for all purchases and contracts made by the District
- Fifth, it reduces the potential for vendors trying to establish unethical relationships with District employees.
- Sixth, it serves as a resource for employees to utilize in meeting their needs for commodities and services.

What follows is the way the School District of Monroe County conducts its purchasing business and what is required of employees in the conduct of that business.

Vision Statement

Our goal is to promote the district's best interest through professional purchasing processes, which will result in obtaining maximum value for each dollar spent. In order to accomplish that goal, the purchasing function must be carried out uniformly and fairly. Rules and procedures must be adhered to at all levels throughout the District. This manual is designed to explain and facilitate understanding of the Internal Services Department / Purchasing Division, its functions, policies and procedures, and to serve as a tool in purchasing personnel training. It is essential that all employees who are directly, or indirectly, involved in the purchase of commodities and services have a clear understanding of their responsibility to uphold and

maintain the School Board's policy for fairness and integrity. Through the individual commitment of all, our mission is to prepare all students with the skills and experiences needed to become lifelong learners and productive citizens in a stimulating, nurturing, safe and enriching environment

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Chapter 1 - Purpose/Definitions of Terms

Purpose

The purpose of this Purchasing Manual is to provide reference to necessary information and procedures to procure commodities and services in support of Monroe County Public Schools in compliance with School Board Policy, as well as state and federal law.

Authority

Almost all purchasing activity in the Monroe County School District is governed by [Policy 6320 – Purchasing and Contracting for Commodities and Contractual Services](#) and [Policy 6330 – Acquisition of Professional Architectural, Engineering, Landscape, or Land Surveying Services](#). Requisitioners should review these policies to familiarize themselves with School Board requirements for the District Purchasing Program. The School Board is dedicated to ensuring that:

- A. The District purchases high-quality commodities and contractual services at reasonable cost.
- B. The District conducts all purchasing actions in a fair and impartial manner with no impropriety or appearance thereof.
- C. The procedures for use of contracts and purchase orders apply to district purchases whether made at the district level or at individual schools using all manner of funds (district funds or internal funds)
- D. All qualified vendors have access to School District business.
- E. No offer is arbitrarily or capriciously excluded.
- F. The maximum feasible degree of competition is achieved.

Applicability

The School Board Purchasing Policy addresses all aspects of materials management to include the acquisition of commodities, services, professional, and consultant services; construction contracting; contract administration; and property accountability and disposal.

Purchasing Ethics

Public confidence in the integrity of the School District's purchasing activities is critical. Improprieties, or even the appearance of improprieties, can undermine this confidence with very negative consequences. Erosion of trust by Monroe County taxpayers could result in

decreased community support and revenues. Lack of trust by the vendor community could result in contract award protests or an unwillingness to submit bids, thus decreasing competition and potentially increasing the cost of commodities or services.

Purchasing Responsibilities

The Superintendent of Schools exercises overall responsibility for Monroe County School District purchasing processes. This responsibility is managed through the Internal Services Department, which oversees all District-funded purchases and contracting and ensures compliance with Board policy and law. For purchases funded by internal accounts and other sources, Principals and Department Heads are responsible for ensuring that all purchasing made in their areas comply with all applicable School Board policies, administrative rules, and other legal requirements. Purchases or contracts made in violation of MCSD policies or procedures may be voided or may become the personal responsibility of the employee who originated them.

Prohibited Conduct

No MCSD employee having official responsibility for a procurement transaction shall participate in that transaction on behalf of School District when the employee knows any or all of the following:

- The employee is contemporaneously employed by the Vendor involved in the transaction
- The employee, the employee's spouse, or any member of the employee's immediate family holds a position with the involved Vendor, such as an officer, director, trustee, partner, etc., or has a direct financial interest with the Vendor.
- The employee, the employee's spouse, or any member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment with the Vendor.
- No School District employee having official responsibility for a procurement transaction shall solicit, accept, or agree to accept from any Vendor, contractor, or subcontractor any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged.
- No Vendor shall confer upon any School District employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.
- No bidder, offeror, contractor, subcontractor or vendor will be allowed to email spam School District employees.

- No bidder, offeror, contractor, subcontractor or vendor will be allowed to promote their product during Bid Review Committee or School District Board meetings.

Non-instructional MCSD 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, F.S. Contractual personnel shall include any vendor, individual, or entity under contract with the school board. F.S. 1012.465, Jessica Lunsford Act

Penalty for Violation

MCSD Staff who knowingly violate district Purchasing Policies and Procedures will be subject to disciplinary actions in accordance with applicable School Board Policies. Disciplinary actions for willful violations may include but not be limited to termination of employment.

Procedural Overview

All purchases for the Monroe County School District should be made in three steps: Procurement, Contracting, and Purchasing. Procurement is the first step for all purchases (see [Chapter 2 – Procurement](#)). Generally, the Procurement process involves soliciting written quotes or sealed bids/proposals from multiple Vendors to ensure that the purchase represents the best possible value for MCSD. MCSD Procurement procedures are shaped by State and Federal law; therefore, it is important for Requisitioners to ensure that all purchases are made in compliance with these procedures. Once the Procurement step has been completed, Requisitioners must consider whether a Contract is required (see [Chapter 3 – Contracts](#)). Although a Contract is not required for all purchases, some purchases cannot be made without one. Contracts are typically required with Vendors who will provide services over a period of time, who MCSD will frequently acquire goods from, or who will otherwise have an ongoing relationship with MCSD. The last step for all purchases is Purchasing, or the act of actually encumbering and spending District funds to acquire the desired goods/services. Once all applicable Procurement and Contract requirements have been met, funds for the purchase can be secured by entering a Purchase Requisition or by issuing payment via P-Card (see [Chapter 4 – Purchasing](#)).



Definitions

Bid - An offer by a vendor to sell a product or service for a specific price that is based on the specifications of the purchaser. When the District solicits bids, vendors must submit them in sealed envelopes that are opened on a specific date at a specific time at a specific place.

Bid Review Committee - Individuals appointed to review bids.

Bid Threshold - The dollar amount above which sealed bids are required. The threshold is set by Florida Statute for most commodities and services currently stand at \$50,000.00.

Budget Coding Strip - Terminology for a budget line item. It consists of Fund, Function, Object Code, Center, Project, and Program in accordance with the "Financial and Program Cost Accounting and Reporting for Florida Schools" manual.

Competitive Sealed Bidding - A formal method of selecting the lowest responsible and responsive bidder. It includes the issuance of a written Invitation to Bid (ITB), a public bid opening, and evaluation based on the requirements stated in the ITB.

Contract - Any agreement to which the School Board of Monroe County is a party. A binding agreement between two parties that consists of an offer and an acceptance, and something of value for each party. MCSD uses several standard Contract forms to ensure a uniform set of terms & conditions for District purchasing.

Contractual Services – generally refers to the rendering of time and effort by a Vendor in exchange for remuneration, as opposed to the furnishing of specific goods or commodities. Contractual Services also refers to software, apps and other computer products offered as a license for MCSD to use the product over a specified period of time.

Delivery Ticket - Also known as packing slip, bill of lading, or freight bill. It is the document that is signed by the receiving party to acknowledge receipt of the commodities. In some instances, it may also be the invoice.

Department Heads - Those positions within District that have staff supervision responsibility, but are not Executive Directors.

Emergency - When a breakdown in machinery and/or a threatened termination of essential services or a dangerous condition develops or when unforeseen circumstances arise that cause loss or reduction of essential services or items that pose a threat to public health and safety.

Encumbrance - The commitment of budgeted funds that occurs when a purchase order is entered into the accounting system.

Exemptions - The policies and procedures discussed in this manual do not apply to the services of architects and engineers. Purchase of these services is conducted under the provisions of Section 287.055, Florida Statutes, entitled the Consultants' Competitive

Negotiation Act. Please contact the Internal Services office to determine if the purchase is exempt

Firm - Any individual, partnership, corporation, association, or other legal entity permitted by law to practice in Florida or any other individual, firm, partnership, corporation, association, or other legal entity qualified to perform professional services.

Fixed Asset - Buildings, and equipment which is a part of, or attached to, a building or building system.

Commodities - All material, equipment, supplies, printing, textbooks, and automated data processing hardware and software, to include computers.

Contract – a written agreement between a Vendor and the Monroe County School District wherein a Vendor has agreed to furnish certain goods or services to MCSD in exchange for compensation.

Contractual Services – work performed for MCSD by an independent contractor, such as labor, consultation, and training. For purposes of this Purchasing Manual, the term Contractual Services also refers to computer software and internet applications provided to MCSD via digital license (*ie. 'software as a service'*)

Invitation to Bid - A document containing specifications for commodities or services which is sent to vendors inviting them to offer their prices for the commodities or services they provide.

Immediate Family - a spouse and any other person residing in the same household as the employee, who is a dependent of the employee, or of whom the employee is a dependent.

Lobbying - Any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation and all other groups who seek to influence the decision of a Board member or District-personnel after advertisement and prior to the recommendation of this contract.

Procurement – procurement refers to the process of planning the acquisition of goods or services in advance of effecting the actual purchase of those goods or services. Procurement includes all activities necessary to prepare a purchase, including but not limited to soliciting quotes, completing a formal bid, or locating another agency's contract for piggybacking.

Purchasing – purchasing refers to the act of expending funds to acquire goods or services. In the Monroe County School District, all purchasing is accomplished by Purchase Order or PCard.

Nonpublic Funds - Those funds raised directly by a school through its various activities such as ticket sales, fund-raising, and certain vocational education programs; also known as internal funds.

Request for Proposal - A formal method of selecting the top-rated responder. It includes the issuance of a written Request for Proposal (RFP), public notice, and evaluation based on the criteria stated in the RFP, and it allows negotiation with the top rated responder(s).

Requisitioner – the MCSD employee responsible for submitting Purchase Requisitions or Contracts for approval.

Responsible Bidder or Proposer - An individual, company, firm, corporation, partnership or other organization who has the capability in all respects to fully perform the contract requirements and the moral and business integrity and reliability that will assure good faith performance.

Responsive Bidder or Proposer - An individual, company, firm, corporation, partnership, or other organizations that has submitted a bid or offer that conforms in all material respects to the Call For Bids or the Request for Proposal.

Sole Source - A method of procurement that is used when a situation exists in which only one source is practicably available for that which is to be bought.

Specifications - The portion of a solicitation that describes the characteristics of a required product or service. A specification may also include requirements for size, measurements, quantities, descriptive literature, inspection, testing, warranty, and packaging. Specifications may also be referred to as Scope of Work.

Standards - A standard is an agreed and repeatable way of doing something. A standard is a collective work that is created by bringing together the expertise and experience of all interested parties, such as manufacturers, sellers, buyers, users and regulators of a particular material, product, process or service.

Surplus Property - Such property that is no longer of use to the District.

Transaction - Any matter considered by the Monroe County School Board on which official action is taken or contemplated.

Chapter 2 - Procurement

A. General

Procurement refers to the preparation of a Purchase or Contract through comparison and evaluation of similar products, services and pricing offered by multiple Vendors, in accordance with the requirements of School Board Policy, and State/Federal law. The Procurement process ensures that all purchases represent the best available value for MCSD and local taxpayers. Generally, the Monroe County School District requires use of competitive Procurement methods to secure the best value for most purchases and contracts. For routine purchases valued at \$10,000 or more, Requisitioners must solicit multiple written quotes and select the quote offering the best available value to the District.

For purchases in excess of \$50,000, State law requires use of formal solicitation methods, such as sealed bids, unless specifically deemed exempt from such requirements (see [Chapter 5 – Competitive Solicitation / Bidding](#)). In accordance with School Board Policy [6320](#), ***Requisitioners may not divide procurement of commodities or contractual services across multiple purchases or vendors to avoid these monetary thresholds.*** Purchases are evaluated by the Internal Services Department in the aggregate, across all schools and departments in the District. Requisitioners should carefully monitor total annual expenditures with a single vendor, or for a single type of commodity/contractual service. Total annual expenditures exceeding \$50,000 may require formal solicitation methods, even if divided into multiple smaller purchase, across several vendors, or originated by different schools/departments. When total expenditures with a single vendor, or for a single type of commodity/contractual service consistently exceed \$50,000 each year, Requisitioners should consider entering into an 'Annual Requirement Contract' to streamline future purchases (See [Chapter 3 – Contracts Overview](#)).

Requisitioners are required to maintain documentation of all written quotes and formal solicitations in the records of their Department or School. Requisitioners must be able to make this documentation available upon request, for purposes of audit review or for other good cause. To ensure streamlined approval of purchases and contracts, Requisitioners should contact the Internal Services Department when in doubt about what procurement methods should be utilized. Failure to comply with MCSD procurement requirements may result in financial audit findings, denial of future grant funding, or disciplinary action for MCSD employees found to be in violation of these procedures.

B. Procurement Thresholds:

Requisitioners must comply with the following procurement requirements when making purchases or entering Contracts:

- a. **\$10,000 or Less:** Purchases less than \$10,000 do not require multiple written quotes, though competitive procurement is encouraged. Requisitioners should use their discretion to obtain the best available value for MCSD.

- b. **\$10,000 - \$25,000:** for Purchases more than \$10,000 but less than \$25,000, Requisitioners must obtain at least two written quotes or obtain approval for a [Non-Competitive Procurement Request](#) (see Procurement Exceptions).
- c. **\$25,000 - \$50,000:** for Purchases more than \$25,000 but less than \$50,000, Requisitioners must obtain at least three written quotes or obtain approval for a [Non-Competitive Procurement Request](#) (see Procurement Exceptions).
- d. **\$50,000 or More:** Purchases in excess of \$50,000 must be procured by formal competitive solicitation unless exempted from such requirements by School Policy 6320 (see [Chapter 5 – Competitive Solicitation / Bidding](#)). For purchases not procured by formal solicitation, Requisitioners must obtain approval for a [Non-Competitive Procurement Request](#) (see Procurement Exceptions).

C. Procurement Exceptions:

The requirement to obtain multiple quotes may be waived for purchases less than \$50,000 when approved in writing by the Director of Internal Services. For purchases in excess of \$50,000, competitive solicitation requirements may be waived if approved in writing by the Director of Internal Services and the exception is authorized by School Board [Policy 6320 – Purchasing and Contracting for Commodities and Contractual Services](#). To request authorization for non-competitive procurement, purchasers should complete the [Non-Competitive Procurement Request](#) and include as supporting documentation with the applicable Requisition and/or Contract. Common justifications for non-competitive procurement are as follows:

Exempt Purchases: certain purchases have been deemed exempt from competitive procurement by law, including:

- **Information Technology** (equipment, hardware, software, programs, infrastructure and related material used to disseminate, process or store information of any kind or form)
- **Professional Services** (e.g. artistic services; academic program reviews; lectures by individuals; auditing services; legal services; health services)
- **Educational Services and Copyrighted Materials** (e.g. educational tests; textbooks; printed instructional materials; computer software; filmstrips; videotapes; library & reference books)
- **Insurance and Related Services** (e.g. third-party administrators, plan management)

Piggybacking: in lieu of obtaining multiple written quotes, Requisitioners may secure pricing from a competitively solicited ('bidded') contract between a Vendor and any other *public* agency in the United States. To use this exemption, the pricing offered to the Monroe County School District must be equal to or less than the pricing offered under the underlying contract, inclusive of all potential charges by the vendor, including but not limited to travel costs. This is known as "piggybacking."

For all Procurement made by piggybacking, Requisitioners must first have the Vendor sign a [Linking Letter](#). This Linking Letter serves as documentation that the Vendor will

honor the pricing offered under the other agency's contract. Requisitioners must also obtain and maintain in their purchasing records all documents from the other agency's contract necessary to demonstrate that the pricing being utilized was originally obtained through a competitive solicitation (ITB, RFP, RFQ, etc.). Requisitioners must include the Linking Letter and all underlying contract documentation as supporting information when routing a Purchase Requisition or Contract for approval. Contracts or Requisitions routed for approval without these documents may be rejected.

Sole Source: multiple written quotes are not required for purchases that can only practically be provided by a single source (*i.e. patented product sold only by one vendor*). If there is a reason to believe that a purchase can be made only from a single vendor, you should consult with the Internal Services Department before making the purchase. Purchases from a sole source in excess of \$50,000 may require special notice to the public for no less than three (3) weeks before the purchase is made.

Emergency Purchases: competitive procurement requirements may be waived for certain purchases when the Superintendent determines in writing that the purchase is needed to address an immediate danger to public health, safety, or welfare, or other substantial loss to MCSD. Purchasers must attempt to secure at least two quotes, unless the time to obtain the quotes would increase the immediate danger.

Procurement Attempt: for most purchases less than \$50,000, documentation of your diligent attempt to solicit multiple quotes may suffice to satisfy MCSD procurement requirements. This exception does not apply to purchases in excess of \$50,000 or purchases for which competitive solicitation is otherwise required.

D. Grant Procurement:

When funded by a grant, Requisitions, P-Card purchases and Contracts valued at more than \$10,000 and less than \$250,000 must be supported by at least two written quotes, even if otherwise exempted from competitive procurement by state purchasing guidelines. Failure to obtain two quotes for grant-funded purchases may result in audit findings or denial of future grant funding. To secure a waiver of this requirement, Requisitioners must obtain written authorization from the Director of Internal Services by submitting a [Non-Competitive Procurement Request](#) with their purchase or Contract. For grant-funded purchases and Contracts valued at more than \$250,000, non-competitive procurement authorization must additionally be approved by the Florida Department of Education. Such waivers will only be granted for good cause. Requisitioners seeking a waiver of competitive procurement requirements for grant-funded purchases or Contracts are encouraged to consult with the Internal Services Department prior to submitting for approval to determine if non-competitive procurement methods may be utilized.

Chapter 3 - Contracts

A. General

A Contract is a written agreement that creates a legal duty for a Vendor to provide certain goods or services to MCSD, generally obligates MCSD to provide compensation to the Vendor for those goods or services. A Contract also sets terms and conditions that a Vendor must comply with to remain entitled to compensation from MCSD, such as fixed product pricing for the term of the contract or delivery of services within a specified time period. To be considered valid, a Contract must be routed for approval and signed by a person having authority to bind the party to that agreement. MCSD may be bound to a Contract only by those persons listed in [Chapter 4 – Purchasing Authority](#), and only up to the monetary limits assigned to their position.

Contracts provide Requisitioners with the authority to make payments to the contracted Vendor during the term, and up to the stated maximum value, of the Contract. By themselves, Contracts do not encumber funds or ensure payment to a Vendor. Payment to the contracted Vendor will be made by Purchase Requisition or P-Card (see [Chapter 4 – Purchasing](#)). To ensure availability of funding for a Contract, Requisitioners should enter a Purchase Requisition in conjunction with submission of a Contract for approval.

Contracts are generally set for an initial term of one (1) calendar year, with the option to renew for three (3) additional terms of one (1) year. **Contracts may be entered into with an initial term of more than one (1) calendar year if initiated on a MCSD Contract Form.** As required by law for contracts covering multiple fiscal years, MCSD Contract forms contain specific provisions permitting early termination. Requisitioners who wish to enter into a contract with an initial term of more than one year are encouraged to contact the Internal Services Department before submitting their Contract for approval.

If you need assistance sourcing a particular product or service, please contact the Internal Services Department. Contracts may be established for most common commodities and services that will greatly simplify your future purchases of those items.

B. Contracts Overview

Generally, MCSD requires a written contract for all purchases involving acquisition of contractual services valued at \$10,000 or more. Purchases of commodities or goods not involving provision of services by a Vendor (e.g. *delivery of furniture with no installation services*), or purchases of services valued at less than \$10,000, do not require a Contract. However, Requisitioners acquiring goods or services from a Vendor with whom MCSD does frequent business should consider entering into an [Annual Requirement Contract](#) which can streamline future purchases from that Vendor and ensure consistent pricing for a specified period of time. A written Contract may also be required for certain types of purchases regardless of value, such as licenses for computer software, Instructional Technology, or other products that present an enhanced risk to MCSD.

1. Standard Contracts: for routine purchases of contractual services exceeding \$10,000, Requisitioners should use the [MCSD Standard Form Contract](#). For purposes of this subsection, Contractual Services includes licenses for use of computer software and web-based applications. Requisitioners should also consider using the [MCSD Standard Form Contract](#) for purchases of contractual services valued at less than \$10,000 where the vendor will engage directly with MCSD students, or where the services to be provided present an enhanced risk to MCSD.
 - a. Computer software and web-apps are often purchased from resellers as a product, subject to the terms and conditions of a separate license agreement with the publisher (e.g. *MS Office purchased from CDW-G, subject to license agreement with Microsoft*). **Requisitioners are cautioned not to execute these license agreements without prior authorization from the Internal Services Department or MCSD Legal Counsel.** Requisitioners should confirm with Vendors that all license agreements and other terms and conditions have been provided and incorporated into the MCSD Contract Form before submitting it for approval.
2. Online Education Services / Instructional Technology: pursuant to State Board of Education Rules, all purchases of computer software, mobile applications (apps), and web-based tools that students or parents are required to use and access through the internet as part of any school activity or function (“Instructional Technology”) must include specific contract provisions. All purchases of Instructional Technology regardless of value must comply with the [Instructional Technology Request Procedure](#). Purchases of Instructional Technology in excess of \$10,000 must additionally be supported by the [Online Educational Services Contract Form](#). Requisitioners should begin a purchase of Instructional Technology by completing the [Preliminary Online Education Services Checklist](#) and submitting to the Curriculum and IT Departments for approval.
 - a. Examples of Instructional Technology purchases requiring the Online Education Services Contract Form include: Benchmark, Savvas, Renaissance, and Edgenuity
3. Annual Requirement Contracts: a written contract is strongly recommended for Vendor that will provide commodities or contractual services to MCSD that exceed \$50,000 throughout the course of a fiscal year (July 1 – June 30). Even if no individual purchase will exceed \$50,000, Requisitioners should consider an Annual Requirement Contract for any Vendor with whom MCSD makes purchases exceeding \$50,000 per year in the aggregate. Annual Requirement Contracts should be initiated on the [MCSD Standard Form Contract](#) or [Online Education Services Contract Form](#), as applicable to the specific commodity or contractual service, and should reflect the maximum amount anticipated to be spent with the Vendor throughout the upcoming year. If a Contract is initiated in this way, a single Board approval can be secured to cover all needed purchases with a vendor throughout the entire year.

- a. At the beginning of each school year, Department Heads, Principals, Office Managers and Bookkeepers should review Purchase Order and Invoice reports in Focus to determine need for Annual Requirement Contracts. Purchase Requisitions that cause total annual expenditures with a vendor to exceed \$50,000 may be denied until an Annual Requirement Contract is approved by the School Board

C. Certificate of Insurance

Most Contracts require the Vendor to provide a Certificate of Insurance evidencing sufficient insurance coverage to protect MCSD from legal liability. Generally, MCSD requires at least Commercial General Liability coverage with minimum policy limits of \$1 Million per Occurrence / \$2 Million Aggregate. Other types of coverage or increased minimum policy limits may be required or recommended for specific types of Contracts. When in doubt, Requisitioners should consult with the Risk Department to determine what insurance coverage is appropriate for their specific Contract. Additional insurance coverages required for some Contracts including the following:

- Workers Compensation (Statutory Limits) – insurance covering injury to Vendor’s employees that may occur during contract performance. Required for all construction contracts.
- Automobile Liability (\$1,000,000) – insurance covering injury to persons or property caused by vehicles owned or operated by a Vendor during contract performance. Should be required for Vendors who will frequently use vehicles to perform work (construction, landscaping, frequent visits to MCSD property, etc.)
- Professional (Errors & Omissions, Malpractice) Liability (\$1,000,000) – insurance covering damages caused by negligent performance of professional services. Such coverage may be required for architects, engineers, medical professionals, legal services providers, etc.
- Cyber Liability (\$1,000,000) – insurance covering damages caused by sensitive data or information becoming compromised as a result of intrusions into a Vendor’s computer systems. Such coverage should be required for Vendors providing

All Contracts requiring insurance must include a Certificate of Insurance evidencing all required coverages and minimum policy limits in effect for the period the Vendor will be completing work or performing services for MCSD. At a minimum, Certificates of Insurance must reflect that “the School Board of Monroe County, Florida” is an additional insured with respect to Commercial General Liability. Before submitting a Contract for approval, Requisitioners should obtain a Certificate of Insurance from the Vendor in the format below.

For all contracts where insurance coverage will not be required, Requisitioners must include a completed [Insurance Waiver Request](#) form, which shall be subject to approval by

the Risk Manager and/or Internal Services Director. Please see [Preparing a Contract](#) for more detail. Contracts that do not include an Insurance Waiver Request or a Certificate of Insurance may be sent back to the Requisitioner for correction.

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE(MM/DD/YYYY) 07/20/2023			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER Aon Risk Services Northeast, Inc. Stamford CT office 1600 Summer Street Stamford CT 06907-4907 USA			CONTACT PHONE (Ac. No. Ext): (866) 283-7122 FAX (Ac. No.): (800) 363-0105 E-MAIL ADDRESS:				
INSURED Accelerate Learning, Inc. 5177 Richmond Avenue, Suite 800 Houston TX 77056-6727 USA			INSURER(S) AFFORDING COVERAGE		NAIC #		
			INSURER A: Hartford Fire Insurance Co.		19682		
			INSURER B:				
			INSURER C:				
			INSURER D:				
			INSURER E:				
			INSURER F:				
COVERAGES CERTIFICATE NUMBER: 570100898354 REVISION NUMBER:							
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS.							
Limits shown are as requested							
INS LTR	TYPE OF INSURANCE	ADD RBD	SUB WDS	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			31UUNBA7674	01/01/2023	01/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG Included
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB DED RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If NH, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) The School Board of Monroe County, Florida is included as Additional Insured in accordance with the policy provisions of the General Liability policy.							
CERTIFICATE HOLDER The School Board of Monroe County Florida 241 Trumbo Road Key west FL 33040 USA				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Aon Risk Services Northeast, Inc.			

Primary Insured must be the Vendor listed in the Contract

COI must list all coverages required by Contract

Limits for each type of insurance must reflect minimum limits required by Contract

Certificate Holder must be "the School Board of Monroe County, Florida

Notes must reflect that "the School Board of Monroe County, Florida" is an additional insured for Commercial General Liability. Actual description may vary (e.g. certificate holder is additional insured)

D. Preparing a Contract

All MCSD Contract forms can be located on the District website, in the [MCSD Contract Forms Library](#) (housed on the Finance & Performance Department page, filtered by the 'Contracts' tag). There are five primary types of Contract form: [MCSD Standard Form Contract](#); [Online Education Services Contract Form](#); [MCSD Contract Amendment Form](#); [MCSD Contract Renewal Form](#); and [Contract Renewal + Amendment Form](#). **Requisitioners should always use Contract forms from the [MCSD Contract Forms Library](#); terms & conditions are often updated throughout the year to comply with new legal requirements.** Approval of Contracts submitted on outdated or altered forms may be delayed for correction.

To begin a new Contract, Requisitioners must fill out the appropriate MCSD Contract form and send to the Vendor for review and signature. Before submitting a Contract for approval, Requisitioners must ensure that the Contract has been signed by the Vendor and that all Vendor documents (quotes, license agreements, etc.) have been included. If a Vendor wishes to edit or amend the terms of a MCSD Contract Form, please refer to the 'Negotiating a Contract' section of this Manual.

Monroe County School District

Working together to inspire and bring excellence to every student every day

Home Our District Departments Students Parents Staff

Assessment & Accountability Careers and Employment

Finance & Performance Human Resources

Legal Operations & Planning

Teaching and Learning

Finance & Performance

Finance & Performance

Department of Education Transparency Reports

Disclosures Required Pursuant to Chapter 2013-100, Florida Statutes

Employee Benefits

Finance Services

Budgets

Check Register

Employee Reimbursements

Financial Records

Forms Management

Internal Services

Property Control

Purchasing

Competitive Solicitations

Procurement Card Records

Purchase Order Reports

Vendor Registration

Forms Management

Contract Standard CO 008 | Revised 06/2023

Contract Addendum WORD CO 007 | Revised 05/2023

Contract for Online Education Services & Data Privacy Agreement

Contract Renewal PDF CO 005 | Revised 05/2023

Contract Renewal With Addendum WORD CO 009 | Revised 05/2023

Debarment Certification CO 003 | Revised 07/2019

Insurance Requirement Waiver CO 002 | Revised 11/2017

MCSD General Terms & Conditions WORD

Filter by Tag

Show All

Administration

Contracts

ESOL

Evaluation

Finance

Human Resources

Instructional

IT

Personnel

Property Control

Purchase Order

Purchasing

Unassigned

1. Standard Form Contract:

The MCSB Standard Form Contract is a basic contract template that can be used for purchasing most commodities and contractual services. The Standard Form Contract obligates a Vendor to provide specified goods or services to MCSB, at a fixed price(s), for an extended period, and sets forth terms and conditions of payment to the Vendor. Requisitioners should use this form when starting a new Contract, or when renewing a Contract less than \$50,000 where the Original Contract was not made on the current version of the form.



MONROE COUNTY SCHOOL DISTRICT

Contract for Goods / Services

This Contract ("Contract") entered into by and between: The School Board of Monroe County, Florida, 241 Trumbo Road, Key West, Florida 33040 (hereinafter "School Board" or "MCSB"), as contracting agent for the School District of Monroe County, Florida ("School District"), and _____, a Florida Corporation (or foreign corporation authorized to do business in the State of Florida), whose principal address is _____ (hereinafter referred to as "Contractor"). In consideration of the mutual covenants and benefits hereinafter set forth, the parties herein covenant and agree as follows:

1. TERM

The term of this Contract shall commence on _____ and continue until _____ ("Initial Term"), unless otherwise terminated, or renewed for a period of not more than four (4) years from the effective date of the Initial Term, as provided for herein. Any renewal of this Contract shall be subject to a determination by School Board that the services provided by Contractor were satisfactorily performed, that the services are needed, and upon availability of funds. Any renewal of this Contract shall be on the same terms, except as otherwise specified by School Board and Contractor in the renewal instrument.

Notwithstanding any termination provision provided by the Contract, or any attachment or exhibit, School Board shall reserve the right to terminate this Agreement with written notice to Contractor provided at least thirty (30) days prior to the start of each fiscal year upon determination, in School Board's sole discretion, that insufficient funds will be allocated in the upcoming budget to cover the full cost of this Contract.

2. CONTRACTOR'S SERVICES

Contractor agrees to provide goods or services to School Board, as described in further detail below:

If Contractor has provided a quote, proposal, or statement of work, said documentation is attached hereto as Exhibit A (Quote/Proposal/Order Number: _____). To the extent included, Contractor agrees to provide the products and services as detailed in Exhibit A. In the event of a conflict between the terms of this Contract, Exhibit A, and any other attachment to this Contract, the terms of this Contract shall prevail, unless otherwise agreed to in writing by School Board and Contractor.

Contractor Legal Name (use Sunbiz.com for reference)

Contractor Address

End Date of Contract

Start Date of Contract

Include Brief Description of Services or Goods to be Provided by Contractor. Reference further detail in Contractor's quote/proposal if applicable

Contractor Quote/Proposal Reference Number. If one was received, Contractor Quote/Proposal must be attached to Contract as Exhibit A

3. COMPENSATION

School Board shall pay Contractor the sum of _____ dollars and cents (\$_____) to provide said goods/services pursuant to this Contract. All compensation provided by this section represents a 'Not to Exceed' price. In no event shall School Board be liable to pay to Contractor compensation in excess of the amount specified herein, except as explicitly authorized by School Board in a signed, written amendment to this Contract. School Board may issue purchase orders to Contractor payable from the total compensation provided by this section, which shall be incorporated into this Contract by reference.

Write Contract Amount in Words
(e.g.; *thirty thousand dollars and zero cents*)

No payment shall be due until an invoice for the goods/services has been submitted for payment and the School Board verifies that all services have been fully and satisfactorily completed. Unless alternate payment methods are specified within this section below, School Board shall make diligent efforts to issue payment within thirty (30) calendar days of receiving a proper invoice from Contractor, in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes. **If alternate payment methods are to be observed, they must be specified below.**

Write Contract Amount in Numbers (e.g.; *\$30,000.00*)

4. PAYABLE INTEREST

Unless prohibited by applicable law, School Board shall not be liable for interest payable to Contractor for any reason, whether as prejudgment interest or for any other purpose. By entering into this Contract, Contractor waives and disclaims any and all entitlement to interest in connection with a dispute or claim arising from, or in any way related to this Contract. To the extent this section is inapplicable by law or otherwise determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by School Board under this Contract, whether as prejudgment interest or any other purpose, shall be, to the fullest extent permissible under applicable law, one quarter percent (0.25%) un compounded simple interest.

If payment must be issued to Contractor by any means other than lump sum payment, you must specify the method/rate of payment (e.g. *Contractor shall submit monthly invoices, payable at the hourly rates specified in Exhibit A*)

5. INSURANCE

Prior to commencement of this Contract, Contractor agrees to secure and maintain at all times at Contractor's sole expense, insurance coverage, as laid out below, covering Contractor for all acts or omissions which may give rise to liability for services under this Contract. Contractor, and any employees or agents of Contractor who will provide services pursuant to this Contract, shall be insured with a reputable and financially viable insurance carrier, with minimum coverage amounts as specified herein. Contractor agrees to notify School Board at least thirty (30) days prior to any material change in coverage or cancellation of any insurance policy subject to this Contract.

Include any applicable insurance information here. Check off each type of insurance that Contractor is required to provide, and write the minimum policy limit in the 'Amount' section. For most contracts, MCSD requires at least \$1M of General Liability. See 'Certificate of Insurance' section for further guidance on insurance requirements

Contractor shall provide to School Board documentation of such coverage, reflecting that "The School Board of Monroe County, Florida" is named as an additional insured on Contractor's policy. Said documentation shall be attached hereto as Exhibit "B," and incorporated herein by reference.

- ☐ General Liability Insurance
Amount: _____
- ☐ Professional Liability Insurance
Amount: _____
- ☐ Vehicle Liability Insurance
Amount: _____
- ☐ Workers Compensation Insurance
Amount: _____
- ☐ Cyber Liability Insurance:
Amount: _____

6. INDEPENDENT CONTRACTOR STATUS

Contractor is, for all purposes arising under this Contract, an independent contractor. Contractor and its officers, agents or employees shall not, under any circumstances, hold themselves out to anyone

certifies that Contractor and all subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the Term.

24. OPTIONAL PROVISIONS (Check all that Apply)

☐ **A) Liquidated Damages**

Contractor agrees to complete the services covered by this agreement prior to the contract expiration date listed in Section I entitled "TERMS." In the event that the services are not completed by the expiration date, Contractor hereby agrees to pay damages of no less than \$_____ per Day for each Day the services remain incomplete after the expiration of the contract.

☐ **B) Bonding**

Pursuant to Florida Statute § 255.05, Contractor shall be required to submit a payment & performance bond in the amount of \$_____. As part of the bid process, proof of bonding capability was required. Proof of bonding capability submitted by Contractor is attached hereto as Exhibit A – Vendors Response/Proposal, and is incorporated by reference. Upon contract approval by the School Board, the bond must be submitted to MCSD prior to the notice to proceed being issued or Contractor beginning work. That proof of bond will be attached hereto as Exhibit ___, and shall be incorporated by reference.

25. FEDERAL FUNDING

To the extent this Contract involves payment originating from a federal grant, or otherwise utilizes federal funding, Contractor shall be required to comply with all applicable terms set forth in the addendum attached hereto as Exhibit C, if applicable. Contractor accepts and acknowledges that the Federal Government is not a party to this Contract and is not subject to any obligations or liabilities incurred by School Board, Contractor, or any other party to this Contract. Contractor acknowledges these terms are expressly incorporated into the Contract and agrees to comply with said terms for the duration of the Contract Term.

Federal funding is ☐ / is not ☐ being utilized for this Contract.

26. NOTICES

Check this provision only for construction contracts in excess of \$200,000.00

Check this provision only if you wish to impose a "fine" on the Contractor for failing to complete work prior to expiration of the Contract. You must specify a reasonable monetary amount and the rate at which it will accrue (day, week, month). (e.g., contractor fails to complete repairs within a specified time. Damages of \$100 per day are assessed against contractor until repairs are

If your contract is being funded by a federal grant, you **must** check this box. Federal grants require special contract provisions, which are triggered in this contract form only if this box is checked.

IN WITNESS WHEREOF, School Board and Contractor have executed this Contract effective the last date written below.

SIGNATURE OF CHAIRPERSON OF THE BOARD (CONTRACTS OVER \$50,000.00)

DATE

SIGNATURE OF SUPERINTENDENT

DATE

SIGNATURE OF CONTRACTOR/REPRESENTATIVE

DATE

PRINT NAME AND TITLE

Before you begin routing your contract, the Contractor must sign this page. Unsigned contracts may be rejected by the Internal Services Department and you will need to route your contract again.

2. Contract for Online Education Services & Data Privacy Agreement

The [Online Education Services Contract Form](#) is a contract template that must be used for all purchases of Instructional Technology, which includes computer software, apps, and web-based tools that students or parents are required to use and access through the internet as part of any school activity or function. To ensure compliance with state law concerning student data privacy, Requisitioners must begin this process by requiring the Vendor to complete the [Preliminary Online Education Services Checklist](#) and review the [Instructional Technology Procedure](#) prior to submitting their contract for approval.

AGREEMENT BETWEEN THE SCHOOL BOARD OF MONROE COUNTY, FLORIDA AND [REDACTED] FOR ONLINE EDUCATION SERVICES

Contractor Name

Once typed here, the text will auto-populate into all other fields requiring the same info

THIS AGREEMENT ("Agreement") is entered into by and between The School Board of Monroe County, Florida, a political subdivision of the State of Florida and a body corporate pursuant to §1001.40, Florida Statutes, whose address is 241 Trumbo Road, Key West, Florida 33040, hereinafter referred to as "MCSB" or "School Board" and [REDACTED], a Florida Corporation (or foreign Corporation registered to do business in the State of Florida), whose principal address is [REDACTED] hereinafter referred to as "Contractor" or "Provider" (each a "Party" and collectively referred to as the "Parties").

WHEREAS, MCSB is interested in utilizing the Contractor's software license, hosting, implementation, and training services for [REDACTED] and

Contractor Address

WHEREAS, Florida Administrative Code 6A-1.0102(14) authorizes district school boards to acquire information technology as defined in Florida Statute §282.0041(14) by direct negotiation and contract with the Contractor as best fits the needs of the school district as determined by the district school board; and

WHEREAS, Contractor desires to provide their software license, hosting, implementation, and training services for the Monroe County School District; and

Brief Description of Product or Service

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

Contract Start Date

1. **Incorporation of Recitals.** The forgoing recitals (WHEREAS CLAUSES) are true and correct and are incorporated herein by reference.

2. **Terms of Agreement.** The term of this Agreement shall commence on [REDACTED] and continue until [REDACTED]. Notwithstanding any other termination referenced herein or attached hereto, the School Board reserves the right to terminate this Agreement within 30 days prior to the start of each fiscal year (July 1) during the term of this Agreement without cause or subject to any penalties or additional obligations.

Contract End Date

3. **Statement of Work.** The Contractor shall provide software license, hosting, implementation, and training services ("Products" and "Services") as outlined in Attachment A – Exhibit A, [Quote/Order Number: [REDACTED]], which is incorporated in the Agreement by reference. Additional services and products may

Contractor Quote/Proposal Number
If None Write "N/A"

Write Contract Value in Words
(e.g. "Ten Thousand and zero")

Contract Value in Numbers
(e.g. \$10,000.00)

Name of MCSD Personnel Overseeing Contract

4. **Payment & Compensation.** The Contractor shall provide services in accordance with Attachment A – Exhibit A, [Quote/Order Number: _____] at the rates specified therein. The total compensation under this Agreement shall not exceed [_____] AND [_____] 100 DOLLARS (\$_____. [_____]). Payment will be made in accordance with Section 218.70, Florida Statutes, et. seq., the Local Government Prompt Payment Act.
5. **MCSB Administrator.** The MCSB Administrator assigned to act on behalf of MCSB in all matters pertaining to this Agreement and to authorize services, accept and approve all reports, drafts, products, or invoices is [_____].
6. **Background Screening:** To the extent applicable as set forth herein, Contractor agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds

Required Insurance Coverage (check all that apply):

<input type="checkbox"/>	1. Commercial General Liability Insurance:	
	Bodily Injury and Property Damage Per Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
<input type="checkbox"/>	2. Product Liability and/or Completed Operations Insurance:	
	Bodily Injury and Property Damage Per Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
<input type="checkbox"/>	3. Automotive Liability:	
	Bodily Injury and Property Damage: Combined Single Limit (each accident)	\$1,000,000
<input type="checkbox"/>	4. Workers' Compensation/Employer's Liability:	
	W.C. Limit Required*	Statutory Limits
	E.L. Each Accident	\$500,000
	E.L. Disease – Each Employee	\$500,000
	E.L. Disease – Policy Limit	\$500,000
<input type="checkbox"/>	5. Professional Liability Insurance (Errors and Omissions):	
	For services, goods or projects that will exceed \$1,000,000 in values over a year.	
	Each Claim	\$1,000,000
	Annual Aggregate	\$2,000,000
<input type="checkbox"/>	6. Cyber Liability and Data Storage:	
	Each Claim	\$1,000,000
	Annual Aggregate	\$1,000,000

Check All Required Insurance Coverage

\$1M of Commercial GL should usually be required for most Contracts. Other types of coverage may be required depending on the type of services being provided by the Vendor

EXHIBIT "B"**SCHEDULE OF DATA**

Category of Data	Elements	Check if Used by Your System
Application Technology Meta Data	IP Addresses of users, Use of cookies, etc.	<input type="checkbox"/>
	Other application technology meta data-Please specify: <div></div>	<input type="checkbox"/>
Application Use Statistics	Meta data on user interaction with application	<input type="checkbox"/>
Assessment	Standardized test scores	<input type="checkbox"/>
	Observation data	<input type="checkbox"/>
	Other assessment data-Please specify: <div></div>	<input type="checkbox"/>
Attendance	Student school (daily) attendance data	<input type="checkbox"/>
	Student class attendance data	<input type="checkbox"/>
Communications	Online communications captured (emails, blog entries)	<input type="checkbox"/>
Conduct	Conduct or behavioral data	<input type="checkbox"/>
Demographics	Date of Birth	<input type="checkbox"/>

Requisitioners must require the contractor to fill this out. All data sets being handled by the Contractor should be checked.

3. Contract Amendment

The MCS D Contract Amendment Form should be used when a Requisitioner wishes to change the terms of an existing contract that does not require immediate renewal. As this form amends the literal text of the Contract, you should include as much text from the original Contract as necessary to clearly reflect the provisions being changed. New text to be added to the Contract should be underlined; text being removed from the Contract should be deleted by ~~striethrough~~. For example, if a Requisitioner wishes to increase the value of a contract from \$25,000 to \$40,000, they should write "School Board shall pay Contractor the sum of ~~twenty-five thousand~~ forty thousand dollars and zero cents (~~\$25,000.00~~) (\$40,000.00)..." Amendments to Contracts not in the underline/striethrough format, or that do not clearly reflect the intended changes to the Original Contract may be denied or returned to the Requisitioner for correction.

Amendments to Contracts must be routed for approval in the same manner as an Original Contract. Contract Amendments valued at less than \$50,000 should be submitted for approval in Focus. Contract Amendments valued at \$50,000 or more must be submitted in Peak for School Board approval. Requisitioners must include the Original Contract documents when submitting Contracts for approval.



CONTRACT AMENDMENT

THIS CONTRACT AMENDMENT is made and entered into the date last written below, by and between The School Board of Monroe County, Florida ("School Board"), and _____ ("Contractor"), in order to modify a term or terms of the agreement ("Original Contract") between both parties dated _____ (insert original contract start date).

1. The following terms of the Original Contract are hereby agreeably modified:

A) Paragraph _____ of Original Contract, titled "_____", is hereby changed and shall now read as follows:

B) Paragraph _____ of Original Contract, titled "_____", is hereby changed and shall now read as follows:

2. All other terms and conditions of the Original Contract shall remain in full force and effect.

Effective date of original contract

Full legal name of contractor

New contract text as amended

Identify Section Number and Title of original contract terms to be amended.

4. Contract Renewal

The [MCSD Contract Renewal Form](#) should be used to renew a contract that is expiring. Contracts should be renewed with this form under the following conditions: (1) the current version of the MCSD Standard Form Contract was used originally; (2) the renewed Contract will start on the day after the current term of the Original Contract expires; and (3) no change will be made to the terms & conditions of the Original Contract or last amendment thereto. If the Original Contract will be modified upon renewal (e.g. *change in price, scope of services, terms & conditions*), Requisitioners should instead use the [Contract Renewal + Amendment Form](#).

Contract renewals should begin on the day after the current term expires, and should generally expire on the anniversary of the start date. The term of a renewed Contract may be for one (1) or more years, provided the renewed term does not cause the total Contract term to exceed four (4) years from its initial start date.

Contract renewals are subject to the same purchasing and approval procedures applicable to Original Contracts: renewals below \$50,000 should be submitted for Superintendent approval in Focus; renewals of contracts in excess of \$50,000 must be submitted for School Board approval in Peak. Requisitioners must submit the Original Contract when submitting a Contract renewal for approval. If insurance was required by the Original Contract, Requisitioners must obtain a renewed Certificate of Insurance from the contractor and submit with the [MCSD Contract Renewal Form](#) for approval.

CONTRACT RENEWAL

RENEWAL is made and entered into the date last written below, by and between The School Board, Florida ("School Board"), and _____ ("Contractor"),
_____ ("Original Contract") between the parties dated _____ (original
contract date), a copy of which is attached hereto and incorporated by reference.

1. Contractor will exercise the ____ of ____ renewal options in accordance with the terms of the Original Contract, thereby creating a renewed contract ("Renewed Contract").

2. The Renewed Contract shall commence on _____

1 of 3
2 of 3 OR
3 of 3

Vendor Name

Original Contract date shown above Superintendent signature

Contract period for this renewal
ie: 1/1/20-12/31/20

5. Contract Renewal with Amendment

The [Contract Renewal + Amendment Form](#) should be used to renew a contract that is expiring, when certain terms of the original contract must be amended upon renewal (e.g. *price has increased*). This form should be used only under the following conditions: (1) the current version of the MCSD Contract Template was used originally; (2) the renewed Contract term will start on the day after the current term of the Original Contract expires; and (3) some changes will be made to the terms & conditions of the Original Contract or last amendment thereto. Changes to the Original Contract must be documented in the same underline / ~~striketrough~~ format described in the Contract Amendment section above.

Contract renewals with amendments are subject to the same purchasing and approval procedures applicable to Original Contracts: renewals below \$50,000 should be routed for approval in Focus; renewals of contracts in excess of \$50,000 must be submitted for School Board approval in Peak. Requisitioners must submit the Original Contract with the Contract Renewal + Amendment when routed for approval. If insurance was required by the Original Contract, Requisitioners must obtain a renewed Certificate of Insurance from the contractor and submit with the Contract Renewal + Amendment for approval.

E. Contract Negotiation

Once Requisitioners have filled in the required info and completed initial setup of the Contract, a copy must be provided to the Vendor for signature. Some Vendors may wish to modify terms of the Contract form, or may decline to sign the Contract entirely. Requisitioners should emphasize to the Vendor that execution of the Contract is essential to doing business with MCSD.

If a Vendor insists on amending the terms of the Contract, Requisitioners should provide the Vendor with a Word copy of [MCSD General Terms & Conditions](#) or [MCSD OES Terms & Conditions](#), as applicable to the type of Contract Template being used. Requisitioners must instruct Vendors to track all changes and redline proposed amendments on these Word documents. ***All changes made to MCSD Contract Templates must be made to these Word documents; converted PDF files will be rejected by MCSD Legal Counsel.*** Once the Vendor has returned a redlined document, it should immediately be forwarded to the Internal Services Department and MCSD Legal Counsel for review (email: jmsmith@florida-law.com). In the event a Vendor entirely refuses to sign a MCSD Contract Template, Requisitioners should refer the Vendor directly to the Internal Services Department and MCSD Legal Counsel. Legal Counsel may choose to approve or reject a Vendor's proposed amendments, or to engage directly with the Vendor.

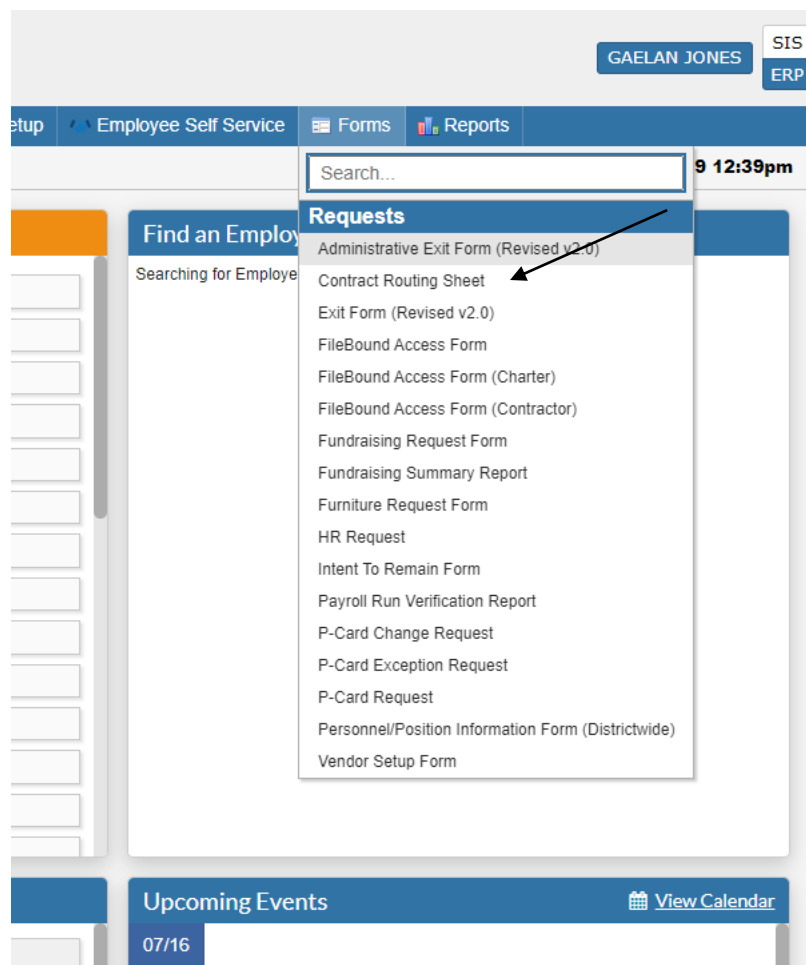
Requisitioners must begin their Contracts with sufficient time for any required negotiations to be completed. For all Contracts requiring negotiation, MCSD Legal Counsel requires contracts to be submitted at least fifteen (15) days before the Contract will be routed for approval. Approval of Contracts submitted after this time may be delayed or rejected.

F. Contract Routing

1. Contract Routing (Focus) - \$49,999.99 or Less

Contracts valued \$49,999.99 or less must be routed for approval on the Focus Contract Routing Form. To submit a Contract for approval on the Focus Routing Form, Requisitioners should use the following steps:

- a. Prepare Contract (see [Preparing a Contract](#)). Submit to Vendor for review and signature. If Vendor does not sign the MCSD Contract form or makes edits to the form, see [Negotiating a Contract](#).
- b. Submit Contract signed by Vendor for approval in Focus using 'Contract Routing Form'



- c. Complete Contract Routing Form. For Contracts not requiring the Vendor to provide insurance, Requisitioners must complete the Insurance Waiver Request before submitting the Contract for approval.

Title

[Start New Draft](#) or [Save Draft](#) or [Submit Request](#)

Insert Contract Title

THE SCHOOL DISTRICT OF MONROE COUNTY, FLORIDA
CONTRACT ROUTING WORKFLOW FOR CONTRACTS UNDER \$50,000 OR

Instructions:

1. Pull applicable Contract Form from District website/forms page. [FORMS MANAGEMENT](#)
2. Prepare Contract as per Purchasing Manual: Chapter 3 – Preparing a Contract. Submit completed Contract to Vendor and have them return a signed copy of the Contract, all supporting documents (quotes, Vendor terms, etc.), and certificate of insurance (if applicable).

NOTE: If a Certificate of Insurance is not provided, you must fill out the Insurance Waiver Request Form.

3. Upload signed Contract and all supporting documents to Sharepoint. Create a subfolder for each Contract. All Contract documents should be named as their place in the Contract (e.g., Vendor quote labeled as Ex. A – ACME Quote 1234).
4. Complete and submit this Contract Routing Form in Focus.

CONTRACT ORIGINATOR:

Select One Select One

Submitter Name Submitter EIN Submitter Position

Please select appropriate school/department to route the contract: Select One

Click the link to upload contract. **Folder does not exist**

Select your Name and Position

Contractor Name

Contract Amount

Budget Coding for Purchases to be Made Under Contract

SECTION ONE

Contract With:

Contract Value: Effective Date:

Budget Coding: Expiration Date:

Contract Purpose/Description:

Contract Start and End Date

Brief description of goods or services to be provided

Select the Department/School Originating the Contract. Once selected, a link to a Sharepoint folder will appear to upload Contract documents

- d. Upload Contract documents to the Sharepoint folder. To ensure timely review, Requisitioners should create subfolders titled for each Contract being submitted for approval.

Documents > 9015-Student Services & Curriculum

File	Name	Modified
Folder	Code HS	July 12
Folder	Jigsaw Learning	Yesterday at 1:45 PM
Folder	Notable	July 12
Folder	Organwise Guys	July 12

- e. Submit Contract Routing Form for approval. Contract will be reviewed by Internal Services, Finance, Risk, and MCSD Legal Counsel. If approved, the Contract will be routed to the person having authority to sign the Contract. For Contracts \$10,000 or less, the Contract will be signed by the Principal or Director overseeing the cost center originating the Contract; Contracts between \$10,000 and \$25,000 will be signed by the Executive Director overseeing the originating cost center; and Contracts valued at \$25K - \$50,000 will be signed by the Superintendent.
- f. Retrieve signed Contract from FileBound or Internal Services. Requisitioners will receive notification from FileBound when Contract has been signed, and can view a history of Contracts they have submitted for approval.

upland FileBound Search

Project Search 1

Project: Contracts 2

Contract Request Number

Contract Start Date

Contract Expiration Date

Contract With: upland 3 Options

Supervisor

Department

Current Status

upland FileBound Search

Project: Contracts

Refresh | Edit Search | Options

Found 6 Files

	Contract Reque...	Contract With	Contract Star...	Contract E...	Contract Value	Supervisor	Department	Current Status
<input type="checkbox"/>		Upland Software Renewal_2017-2018	07/01/2017	09/30/2018	\$68,730.50	Joy Nulisch	INFORMATIO...	Completed
<input type="checkbox"/>		Upland Training_2018	03/01/2018	06/30/2018	\$8,000.00	Suanne Lee	INTERNAL SE...	Completed
<input type="checkbox"/>		Upland Software Renewal_2018-2019	10/01/2018	09/30/2019	\$66,420.90	Suanne Lee	INTERNAL SE...	Completed
<input type="checkbox"/>		Upland Software Upgrade_2019	03/07/2019	09/30/2019	\$0.00	Suanne Lee	INTERNAL SE...	Completed
<input type="checkbox"/>		Upland Software - Records Management and Workflow Solutions_2019-2020	10/01/2019	09/30/2020	\$78,500.00	Suanne Lee	INTERNAL SE...	Completed
<input type="checkbox"/>		Upland Software - Records Management Solution_2020-2021	07/01/2020	06/30/2021	\$73,887.16	Suanne Lee	INTERNAL SE...	Completed

- g. Submit signed Contract to Vendor. Submit approved Contract with Purchase Requisition if applicable.

2. **Contract Routing (Peak) – Board Approval \$50,000 or More**

- a. Prepare Contract (see [Preparing a Contract](#)). Submit to Vendor for review and signature. If Vendor does not sign the MCSD Contract form, see Negotiating a Contract.
- b. Submit Contract signed by Vendor to Peak for approval at least fourteen (14) days prior to the next available School Board meeting. To create an agenda item in Peak, Requisitioners must fill in all required information on the routing form, as detailed below. Routing forms not completed with all required information may result in delay of Contract approval.

Add Agenda Item Title

Select Agenda Item Type
(typically Consent or Action Agenda)

Select Department Submitting Contract

Select Agenda Section (same as Agenda Item Type)

Select Meeting Date and Meeting Body (always School Board)

The screenshot shows the 'Item Template Agenda Item' form in the Peak system. The form includes a 'Item Title' field with a rich text editor containing the text: 'Approve Addendum to Contract with Virco, Inc. for Purchase & Installation of Classroom Furniture for Marathon High School'. Below this are dropdown menus for 'Item Type' (set to 'Action Agenda'), 'Submitting Department' (set to 'Finance & Performance'), and 'Meeting Body' (set to 'School Board Meeting'). To the right, there are fields for 'Item ID' (MCSB -233-2023), 'Drafter' (Gaelan Jones), and 'Meeting Date' (May 9, 2023 5:00 PM). A section titled 'Agenda Sections' contains a button labeled 'ACTION ITEMS'. At the bottom, there is a 'Background' section with another rich text editor containing a detailed narrative about a furniture replacement project at Marathon High School, including dates, contract values, and funding sources. A 'Confidential' toggle is visible in the top right corner.

Provide short narrative on background of Contract (brief description of goods/services; is it a new contract or renewal/amendment; if a renewed contract, when was the original contract entered into; is the contract funded by a grant; is the contract part of a larger project, etc.

Insert Budget
Information (*must
include budget
coding and
Contract cost*)

Format Table Tools

Arial 11pt B I U A [color] [background color] [bulleted list] [numbered list]

Item Budgeted? Yes
Total Cost: \$1,044,492.00 (Increase of \$95,130.00)
Budget Coding: 0373-7400-642-0131-3755
Quote Attached? Yes

Contract Information

Edit Insert Format Table Tools

Arial 11pt B I U A [color] [background color] [bulleted list] [numbered list]

Contract with: Virco, Inc.
Contract value: \$949,362.00
Budget coding: 0373-7400-642-0131-3755

Contract Purpose / Description: Purchase of Furniture for Marathon High School Classroom Refresh

Contract Originator: Douglas Pryor, Planning/Construction, x53465; Gaelan Jones, Internal Services x53444

Insert Contract
Information (*must
include full Legal
name of Vendor
and short Contract
description*)

Pending Uploads

Drop Attachments Here or [Browse Your Computer](#)

Upload all
Contract
Documentation
(*including COI;
Vendor
Quote/Proposal;
Original Contract
for Renewal or
Amendment*)

- c. Submit routing form and Contract for approval in Peak. Start approval sequence applicable to your specific Department/School or Contract.

It is critical for Requisitioners to start an approval sequence before submitting a Contract in Peak. Agenda items without an approval sequence may not appear on the agenda.

- d. Following School Board approval of the Contract, retrieve signed Contract from FileBound or Internal Services. Requisitioners will receive notification from FileBound when Contract has been signed, and can view a history of Contracts they have submitted for approval.

	Contract Reque...	Contract With	Contract Star...	Contract E...	Contract Value	Supervisor	Department	Current Status
<input type="checkbox"/>		Upland Software Renewal_2017-2018	07/01/2017	09/30/2018	\$68,730.50	Joy Nulisch	INFORMATIO...	Completed
<input type="checkbox"/>		Upland Training_2018	03/01/2018	06/30/2018	\$8,000.00	Suanne Lee	INTERNAL SE...	Completed
<input type="checkbox"/>		Upland Software Renewal_2018-2019	10/01/2018	09/30/2019	\$66,420.90	Suanne Lee	INTERNAL SE...	Completed
<input type="checkbox"/>		Upland Software Upgrade_2019	03/07/2019	09/30/2019	\$0.00	Suanne Lee	INTERNAL SE...	Completed
<input type="checkbox"/>		Upland Software - Records Management and Workflow Solutions_2019-2020	10/01/2019	09/30/2020	\$78,500.00	Suanne Lee	INTERNAL SE...	Completed
<input type="checkbox"/>		Upland Software - Records Management Solution_2020-2021	07/01/2020	06/30/2021	\$73,887.16	Suanne Lee	INTERNAL SE...	Completed

- e. Submit signed Contract to Vendor. Submit approved Contract with Purchase Requisition if applicable.

Chapter 4 - Purchasing

A. General

Purchasing refers to the process of actually encumbering budgeted funds and allocating them for payment to a specific Vendor. Payment to Vendors is generally made by Purchase Requisition or P-Card. This manual will not address methods for P-Card purchasing. For purchasing by P-Card, please review the P-Card manual.

Purchasing is a separate process from Contracting and is completed in lieu of, or in addition to, completion of the Contracting process. Although Contracts can provide Requisitioners with authority to make payments to a Vendor up to the stated maximum value, they do not encumber funds by themselves.

- a. Purchase Requisition - Purchase Requisitions are used to begin the process of buying commodities and contractual services via Purchase Order. Requisitions encumber the purchasing funds to ensure budget compliance, and communicate purchase requirements to the Internal Services Department. For this reason, Requisitions must clearly identify the type of commodities and services being purchased. A Requisition is required for all purchases not paid by PCard.
- b. Purchase Order – Purchase Orders are generated upon final approval of a Requisition. Purchase Orders are issued to vendors and provide them with written authorization to provide the commodities and/or services described on the order. Purchase Orders include a description of the product or service to be acquired, quantity ordered, price, and the terms and conditions of payment.
- c. Contract – A Contract is a written agreement between MCSD and a contractor that creates a legally binding relationship between the parties and sets forth the terms and conditions that will govern that relationship. Contracts provide Requisitioners with authority to make purchases by Requisition or P-Card, but do not provide for payment to the contracted Vendor by themselves. A Contract is generally required for most purchases of Contractual Services in excess of \$10,000 and is typically issued prior to, and in addition to, issuance of a Purchase Requisition.

B. Purchasing Authority

Pursuant to Monroe County School Board [Policy 6320 – Purchasing and Contracting for Commodities and Contractual Services.](#), the Superintendent is authorized to execute a contract, or to approve the individual expenditure of funds through purchase order or other methods, to acquire goods and/or services, in amounts up to \$50,000.00. Purchases and Contracts in excess of \$50,000 must be approved by the School Board. The Superintendent's purchasing authority is delegated to the following individuals with the corresponding monetary limits listed below:

- **PCard Holders:** all MCSD personnel who have been issued a District P-Card, not otherwise identified in this section, may authorize transactions on their own cards in amounts not to exceed the single transaction limits assigned to their account. Such limits may be extended up to \$10,000 when approved in writing by the Director of Internal Services.
- **School Principals (up to \$10,000):** School Principals may execute approved Contracts and approve Purchase Requisitions in amounts not to exceed \$10,000. School Principals may approve P-Card purchases on their own cards in amounts not to exceed the single transaction limits assigned to their account. Such limits may be extended up to \$15,000 when approved in writing by the Director of Internal Services. Such limits may be extended up to \$25,000 when approved in writing by the Superintendent or their authorized designee.
- **District Directors (up to \$10,000):** District Directors (other than the Director of Internal Services) may execute approved Contracts and approve Purchase Requisitions in amounts not to exceed \$10,000. District Directors may approve P-Card purchases on their own cards in amounts not to exceed the single transaction limits assigned to their account. Such limits may be extended up to \$15,000 when approved in writing by the Director of Internal Services. Such limits may be extended up to \$25,000 when approved in writing by the Superintendent or their authorized designee.
- **Executive Directors (up to \$25,000):** Executive Directors may execute approved Contracts and approve Purchase Requisitions in amounts not to exceed \$25,000. Such limits may not be increased. Executive Directors may approve P-Card purchases on their own cards in amounts not to exceed the single transaction limits assigned to their account, with the exception of the Finance Director, who may approve P-Card purchases up to those limits authorized by the Superintendent or \$50,000, whichever is less.
- **Superintendent (up to \$50,000.00):** the Superintendent, or their designee authorized by signed written consent, may execute Contracts and approve Purchase Requisitions in amounts up to \$50,000. The Superintendent or authorized designee may further approve P-Card transactions in amounts not to exceed the maximum single-transaction limit authorized by the policies and procedures of the Monroe County School District, or \$50,000, whichever is less.

The authority and limits provided by this section are applicable to all purchases, Contracts, and other transactions to which the School Board, the District or school, is a party. All purchases shall comply with any applicable review, procurement or competitive solicitation requirements required by this Manual, MCSD Policy/Procedure or that may otherwise be mandated by state/federal law.

NOTE: *as of September 2023, District-funded purchase requisitions will continue to be approved by the Superintendent in Focus. Functionality to delegate approval of Purchase Requisitions to Principals, Directors, and Executive Directors may be implemented at a future date.*

C. Purchasing Procedures

Whenever practicable, all purchases should be made using the Purchase Requisition procedure in Focus. Once a Requisition has been fully approved, a Purchase Order is issued which contains all applicable terms and conditions under which the purchase is made. The below procedures may be used for any routine purchase, not otherwise requiring use of a specific method under MCSD Purchasing Procedures (*e.g. instructional technology*).

1. **Routine Purchases Up To and Including \$10,000.00:**

- a. Procurement: Obtain written quote from Vendor. Multiple quotes are not required, though Requisitioners should use their discretion to ensure the best value for MCSD
- b. Purchasing: Enter a Requisition in Focus (or use PCard if applicable – see PCard Procedures Manual). Upload Contract to Requisition if applicable;
 - i. Requisition is reviewed and approved by Director/ Principal, Finance, Internal Services;
 - ii. Purchase Order issued to Vendor

2. **Routine Purchases More than \$10,000 and Less than \$25,000:**

- a. Procurement: Obtain at least two (2) written quotes. Purchase must be made from Vendor offering lowest price, unless otherwise authorized by Internal Services;
- b. Contracting: For Contractual Services, search FileBound to confirm if MCSD has active Contract in place with Vendor. If no active Contract exists, prepare Contract and submit for approval in Focus (see [Chapter 3 - Preparing a Contract](#)).
- c. Purchasing: Enter Purchase Requisition in Focus. For Contractual Services, documentation of approved Contract must be included with Requisition;
 - i. Requisition reviewed and approved by Director / Principal, Finance, Internal Services; Executive Director / Superintendent
 - ii. Purchase Order issued to Vendor

3. Routine Purchases More than \$25,000 and Less than \$50,000:

- a. Procurement: Obtain at least three (3) written quotes. Purchase must be made from Vendor offering lowest price, unless otherwise authorized by Internal Services;
- b. Contracting: For Contractual Services, search FileBound to confirm if MCSD has active Contract in place with Vendor. If no active Contract exists, prepare Contract and submit for approval in Focus (see [Chapter 3 - Preparing a Contract](#)).
- c. Purchasing: Enter Purchase Requisition in Focus. For Contractual Services, documentation of approved Contract must be included with Requisition;
- d. Requisition reviewed and approved by Department Head / Principal, Finance, Internal Services; Superintendent
- e. Purchase Order and Signed Contract issued to Vendor

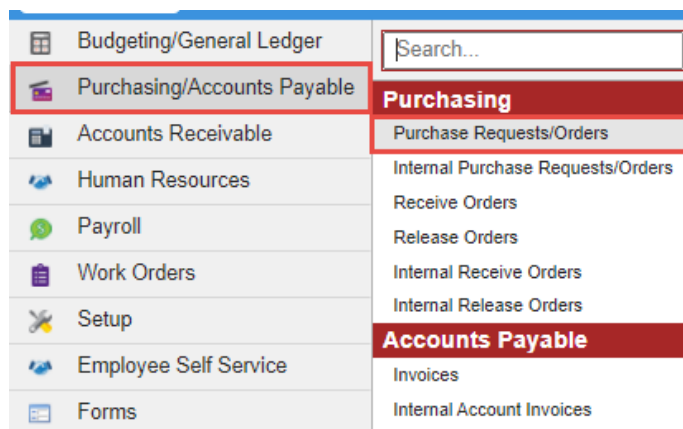
4. Routine Purchases \$50,000 or More:

- a. Procurement: Complete Competitive Solicitation Process (or obtain approved [Non-Competitive Procurement Request](#) from Internal Services);
- b. Contracting: For Contractual Services, search FileBound to confirm if MCSD has active Contract in place with Vendor. If no active Contract exists, prepare Contract and submit for approval in Focus (see Chapter 4 - Preparing a Contract).
 - i. Enter Contract and/or approved Purchase Order in Peak for School Board approval. Contracts and Purchase Orders must be entered in Peak no later than fourteen (14) days prior to the Board meeting;
 - ii. Contract reviewed and approved by Department Head / Principal, Internal Services, Risk, Finance, Legal and School Board;
- c. Purchasing: Upon approval of Contract and/or Purchase Order by School Board, enter Requisition in Focus. Date of School Board approval must be referenced in Requisition;
 - i. Requisition reviewed and approved by Department Head / School Principal, Finance, Internal Services;
 - ii. Purchase Order & signed Contract issued to Vendor

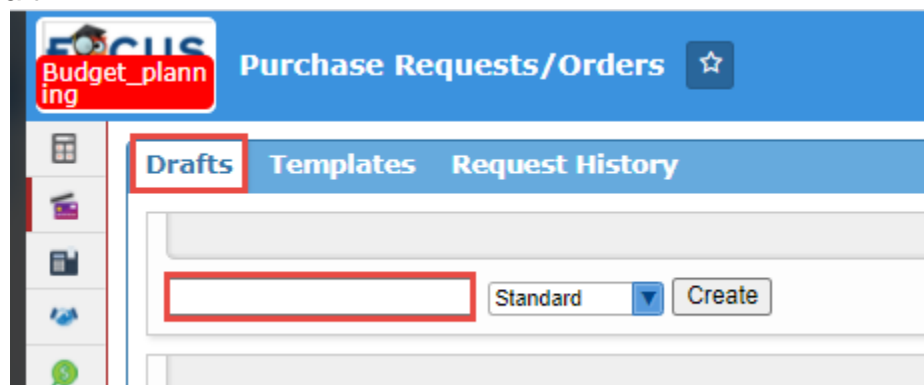
D. Purchase Requisitions

Purchase Requisitions are the mechanism by which Requisitioners can request approval to issue a Purchase Order. To create a Purchase Order in Focus, Requisitioners should use the following procedures:

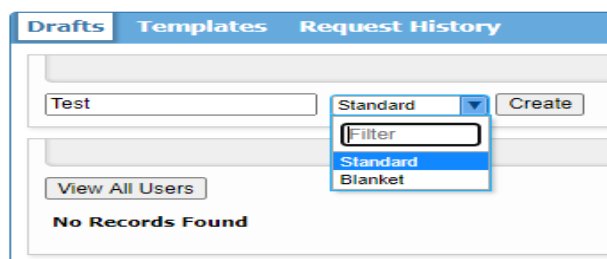
1. From **Purchasing/Accounts Payable** menu. Click **Purchase Requests/Orders**.



2. From the **Drafts** tab, enter the title in the provided text box to begin a new purchase request draft.



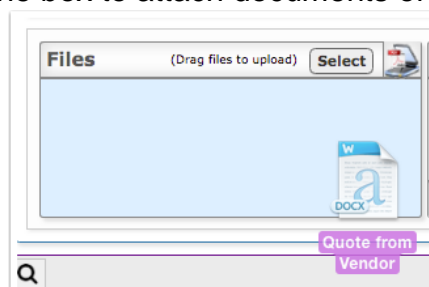
3. Select the type of Purchase Requisition you wish to create from the provided pull-down menu.



- **Standard:** A request for a one time item or service that doesn't pertain to any other types of requests.

- **Blanket:** A request to purchase an item or service on a larger scale to be paid over a period of time; for example you could create a blanket request to purchase services from a lawn service whose services cost a fixed amount per year but are paid monthly. You'd create the request for the entire year and use the same purchase order to create monthly invoices, which will subtract from the total entered on the original purchase request/order.
4. Click **create**. Clicking create open the **Current Request** tab where you can begin entering information as it pertains to the purchase request. Before submitting a Requisition, you must complete all fields listed below and highlighted in the corresponding picture.
- Vendor
 - Vendor Contact-Name of vendor contact
 - Deadline Date-If necessary
 - Order contact-name of person requesting
 - Center/School Contact-Location
 - Deliver to- School/Dept
 - Item #-Listed on Invoice
 - Description of item/service
 - Qty-quantities of item/service
 - UOM- Unit of Measure(Ex: Each/Box)
 - Unit Price-Price per item/service
 - Coding per that ref #
 - Files-Upload if necessary
 - Comments if necessary

5. Drag all required files, such as Vendor quotes, proposals or contract documents, directly into the box to attach documents or click the **Select** button to browse for files.



6. Select the **Shipping** check box to identify the line item as the purchase shipping fee, the line item will not display in the receiving and releasing process.

Line Items								
Ref. #	Item #	Description	Qty	UOM	Unit Price	Amount	Shipping	Receivers
1	Electric Start Fee	Start up fee	1.00	each	50.00	50.00	<input type="checkbox"/>	
2	Monthly Fee	Monthly Fee	1.00	each	2398.76	2398.76	<input type="checkbox"/>	
1	Solar Panel Manual	Manual	2.00	box	10.00	20.00	<input type="checkbox"/>	
1	Manual Shipping	S & H	1.00	each	3.00	3.00	<input checked="" type="checkbox"/>	
1	Panels	Solar Panels	2.00	crates	10000.00	20000.00	<input type="checkbox"/>	
Total						2,471.76		

Capital Assets: Purchase Requisitions must be used for acquisition of all Capital Assets (non-consumable items with purchase price \$5000 or more, including computer software). This process ensures entry of additional data into Focus that allows the Internal Services Department to track capital assets as required by state law. Use of the P-Card to acquire items valued at \$5000 or more is strictly prohibited.

When acquiring capital assets by Purchase Requisition, be sure to use correct budget coding. Focus will require Requisitioners to enter Fixed Asset information before submitting their Purchase Requisition for approval. The following object codes may be used:

- 621 (Capitalized Audio/Visual Materials)
- 641 (Capital Furniture, Fixtures & Equip)
- 643 (Capitalized Computer Hardware & Tech Related Infrastructure)
- 648 (Tech-Related Furniture, Fixtures & Equip)
- 651 (Buses)
- 652 (Other Vehicles)
- 691 (Capitalized Software)

If Capital budget coding is used on a Purchase Requisition, Focus will generate an 'Asset Info' entry for each line item with a unit price valued at \$5000 or more. For this reason, it is critical that Requisitioners enter a separate line item for each item value at \$5000 or more. Combining multiple items valued at \$5000 or more into a single line item is not permitted.

Line Items									
<div> <div>Prev</div> <div>Page: 1 / 4</div> <div>Next</div> <div>Export</div> </div>									
Line #	Ref. #	Item #	Description	Qty	UOM	Unit Price	Amount	Shipping	Receivers
001	1	ERG 12224-L-2FO-HBA-L-4	LAGUNA 40"W SINGLE HIDEOUT WITH LEFT BOX ARM -SEAT HEIGHT: 17"BACK HEIGHT: 30"PANEL HEIGHT: 48" -LEGS: BRUSHED #	1.00	each	5464.04	5464.04	<input type="checkbox"/>	Jocelyn Cabrera: 1.00
002	1	ERG 12224-R-2FO-HBA-L-4	LAGUNA 40"W SINGLE HIDEOUT WITH RIGHT BOX ARM -SEAT HEIGHT: 17"BACK HEIGHT: 30"PANEL HEIGHT: 48" -LEGS: BRUSHED	1.00	each	5464.04	5464.04	<input type="checkbox"/>	Jocelyn Cabrera: 1.00
003	1	ERG ASM3660-MD-AMAR-E	ASPEN 36X60 MEDIA TABLE W/MEDIA PANEL & METAL LEGS TABLE HEIGHT: 29"WALL PANEL: 48"W X 60"H X 3.75"D BASE SPREAD	1.00	each	5868.59	5868.59	<input type="checkbox"/>	Jocelyn Cabrera: 1.00
004	1	ERG 649-4R-2FO-GD2-Gra	TIVOLI BAR BACK 90° CURVED 48" RADIUS W/LAM SHELF -SEAT HEIGHT: 18" - BACK HEIGHT: 44" -LEGS: STD POWDERCOAT -SHE	2.00	each	7292.47	14584.94	<input type="checkbox"/>	Jocelyn Cabrera: 2.00
005	1	Fluid Concepts FCIQ1084	A1- 108"Wx90"D Post and Beam Mobile Curved Reception Station with Transaction Top (42"H), Mobile File/File and Box/Box/File Ped	1.00	each	7993.33	7993.33	<input type="checkbox"/>	Jocelyn Cabrera: 1.00
006	2	Brodart Contract Furniture	GEOMETRIX 60.5"H X 37-3/16"W X 12"D S/F STARTER, 4 ADJUSTABLE SHELVES AND 1 BASE SHELF, TFL, MOD TO BE HPL WITH 3M	14.00	each	867.19	12140.66	<input type="checkbox"/>	Jocelyn Cabrera: 14.00
007	2	Brodart Contract Furniture	GEOMETRIX 60.5"H X 36-3/16"W X 12"D S/F ADDER, 4 ADJUSTABLE SHELVES AND 1 BASE SHELF, TFL, MOD TO BE HPL WITH 3MM	18.00	each	867.19	15609.42	<input type="checkbox"/>	Jocelyn Cabrera: 18.00

Chapter 5 - Competitive Solicitation/ Bidding

A. General

All purchases of commodities or contractual services exceeding \$50,000 in a single fiscal year must be supported by competitive solicitation, or an approved [Non-Competitive Procurement Request](#). This Chapter will focus on the process for completing a competitive solicitation.

Monroe County School Board [Policy 6320 – Purchasing and Contracting for Commodities and Contractual Services](#) requires that all purchases valued at \$50,000 or more be competitively solicited from three (3) or more sources, unless otherwise exempted from such requirements. The term “competitive solicitation” shall be defined for the purposes of this rule to include purchasing made through the issuance of an Invitation to Bid (ITB), Request for Proposals (RFP), Request for Qualifications (RFQ) and Invitation to Negotiate (ITN).

B. Responsibilities

Schools, Centers, and Offices

Responsibility to determine the need for commodities and contractual services rests with the school or department requiring such commodities or services. Requisitioners should keep track of specific Vendors, commodities or services that are being purchased frequently for their school or department. If a Requisitioner anticipates spending more than \$50,000 with a specific Vendor, or on a specific commodity or contractual service, throughout the course of a single fiscal year, they should contact the Internal Services Department to determine if an existing Contract covers the Vendor, commodity or service they wish to acquire. If no such contract exists, Requisitioners must submit written specifications or a scope of work to the Internal Services Department / Purchasing Division. The originating school, center, or office typically is involved in evaluating products for which bids have been submitted in response to the bid/proposal.

Internal Services Department / Purchasing Division

The Internal Services Department / Purchasing Division is responsible for preparing the bid document based on the written specifications or scope of work that Requisitioners provide. Once the bid document is prepared, the Internal Services Department / Purchasing Division issues the bid /proposal and receives the vendors' bids. After receiving the bids, an appointed Bid Review Committee (BRC) scores the proposals and the Internal Services Department / Purchasing Division tabulates them to determine highest (score sheet) point value. The products that are offered at the best prices are evaluated to ensure that they comply with the RFP specifications. After this process is complete, award recommendations are made to the School Board for award and execution of the contract.

C. Procedures

Bids or proposals shall be requested from three (3) or more sources for any item or group of similar items purchased from school funds (including internal accounts) that exceed \$50,000 throughout a single fiscal year, unless otherwise exempted (see [Chapter 2 – Procurement Exceptions](#)).

Purchases made through bids and proposals shall be based upon justification and specifications which are clear, complete, definite, and certain as to character and quality and shall conform to standard specifications for the various classes of supplies, materials, parts, services, or equipment desired. Such specifications shall be conducive to securing the best possible price for the highest quality product or service which best meets the needs of the School District. Specifications shall be as open as possible. Invitations to bid shall include but not be limited to the following:

1. date, time, and place of bids and proposals;
2. procedures for presenting bids and proposals;
3. conditions and terms for receiving bids and proposals;
4. procedures to be followed in opening bids and proposals and making recommendation to the Board;
5. the amount of the bid bond or good faith deposit, if any

Processing Times

The following estimated time line should be considered for the successful completion of a formal competitive bid. This time line assumes that the Internal Services Department / Purchasing Division is provided with reasonably acceptable specifications.

Normal bids (commodities / goods / services easily defined) take approximately six weeks. Anything requiring an onsite pre-bid meeting should allow for an extra two weeks.

Construction bids (Architect, Engineer, Construction Managers, etc.) should allow at least twelve weeks due to two bid meetings (short list review and presentation review and ranking).

Here are some of the time requirements:

1. Bid Preparation takes approximately two weeks depending upon the complexity
2. Bid Posting and Release takes minimum of five business days due to legal advertisement lead time. The advertising cut off is usually three days prior to the print date. We need to submit earlier to that to ensure any issues will still have time to be approved prior to deadline. (i.e.: Friday's paper is due by Tuesday at noon. Holidays require additional days.)

3. Bids must be posted for at least two weeks to ensure that participants have sufficient time to respond. Complex solicitations may require additional time typically not to exceed one month. (The Director of Internal Services can extend a due date and time through a written addendum)
4. Award recommendations must be approved by the School Board at Regular Meetings which occur one time per month.

During the planning phase of all bid solicitations the Internal Services Department / Purchasing Division creates a schedule by working back from the next scheduled Regular Board Meeting. This methodology ensures that the process is completed as timely as possible.

Some bids will be completed more quickly than the above time line and some bids may require more time. The requesting department/school should consult with the Internal Services Department / Purchasing Division once they have identified a requirement in order to establish a reasonable time line for each specific acquisition process. This will take into account the complexity of the solicitation, how many different products and services are being requested, how many vendors are expected to respond, etc.

Bid Evaluation Process

A Bid Review Committee (BRC) is selected during the bid/proposal development. The committee is notified via calendar invite of the bid opening date. The committee meets on the bid opening date (or another date specified in the bid document) to review and evaluate the responses. The following is a list of responsibilities of the committee:

- A. All proposals received in response to an RFP, which are determined to be responsive by the Internal Services Department / Purchasing Division shall then be evaluated by a BRC.
- B. The BRC is often comprised of School District Staff; however, other knowledgeable people may be on the committee. The committee should include both technical and administrative personnel and, if appropriate, should include user department staff and persons from other departments such as personnel and finance, or on specific commodities and/or services shall be in accordance with Board Policy and/or union contracts. Members of this Committee or their immediate family shall not have any financial interest in or any personal relationship with any of the proposing firms.

The Internal Services Department / Purchasing Division may help coordinate the selection of committee members and assign tasks. Supervisor and subordinate relationships shall be minimized within the selection of the BRC.

A member of the Internal Services Department / Purchasing Division will act as a non-voting member of this committee to facilitate and advisor to the BRC. This individual shall also distribute the RFPs to the BRC.

- C. Each member of the BRC will electronically receive a complete copy of each proposal, a copy of the original RFP including any addendums released, and a paper BRC

Scoring Sheet for each proposal. This information will be distributed promptly in order to provide each committee member adequate time to review and evaluate each proposal. Scoring must not exceed the categorical maximum established in the evaluation section of the RFP. The committee member(s) assigned to review references should make a report to the committee. On highly technical matters, a technical review sub-committee should make a report to the full committee.

- D. Proposals shall ONLY be evaluated by using the criteria listed in the Evaluation Criteria section of the RFP. Initial evaluation must be based solely upon the proposal submitted; no other or additional information is to be used.
- E. Any BRC meeting discussion must be recorded for the Purchasing files. If oral presentation from proposers is part of the meeting, then that meeting must be recorded but may be closed in certain circumstances pursuant to F.S. 286.0113. Communication outside of the publically advertised meeting, by committee members, regarding the RFP is strictly prohibited, also committee members must abide by the established Prohibited Conduct. (See pg. 4)
- F. The committee should begin work by establishing procedure, with a general discussion of their tasks, and review of the proposals received. After discussion and reports, each member will review their scoring sheets and pass them to the Chairperson, whom will submit to the Internal Services Department / Purchasing Division for tabulation. The scores may be added together and the average score for each proposal ranked or the committee may come to a consensus based on the Evaluation Criteria and discussion of the committee.
- G. Oral presentations by proposers are for clarification purposes only. Throughout the competitive solicitation process, Committee members shall not communicate with respondents outside of presentations. The committee may not receive or consider any material, additions, or changes to the proposal submitted. If oral presentation option is offered to all proposers, the presentations shall occur before individual scoring sheets are submitted to the Chairperson. If oral presentations are available only to the finalists, then new evaluation scoring sheets will be distributed to the committee prior to presentations. Each committee member will re-evaluate each of the finalists on both the oral presentation and the proposal submitted using the same process of tabulation as noted above.
- H. Once the finalists have been rated, the committee should review the process and reach a consensus on the ratings and on a recommendation for award to the top ranked proposer(s).
- I. The committee Chairperson shall be responsible for transmitting to the Internal Services Department / Purchasing Division the following: All of the individual scoring sheets collected, minutes and/or tapes, and tabulations; All RFP information including the BRC scoring sheets, tabulations, minutes, and tapes shall become public record upon recommendation for award or 30 days after proposal opening, whichever occurs first. It is very important to enter comments on the scoring sheets, particularly when

giving a low score, so that committee members can recall scoring rationale if it is required at a later date.

Bid Review Committee meetings are advertised by the Internal Services Department / Purchasing Division in accordance to F.S. 286.0113

Intent To Negotiate (ITN) Process

A. Prior to Submission of ITN:

1. Before issuing an ITN, the head of the department determines and specifies in writing the reasons that an ITB/RFP is not practicable (usually failure of either method to procure the commodities/services sought will suffice for complex commodities/services).
2. The ITN describes the questions being explored, facts being sought, specific goals or problems that are subject of the solicitation (much like an RFP).
3. Criteria that will be used to determine acceptability of reply and guiding selection of vendors that the district will negotiate will be specified (i.e. ranking method).

B. Evaluation Period:

The BRC evaluates the replies against the evaluation criteria set forth in the ITN to establish a competitive range of replies reasonably susceptible of award. One or more vendors within the competitive range will be selected to commence negotiations.

C. Negotiation Period:

The negotiation phase generally involves multiple meetings with prospective vendors. For instance, in an ITN involving production/recording of the Florida Lottery, vendors A-C might meet at 4 different meetings with vendor A going at 9am, vendor B at 10am and vendor C at 11am. While this method has been used, it is not the only method that may be utilized by the district. The district could meet with all vendors at once, but such meetings might lend themselves to being chaotic. Cost may or may not be a consideration in the initial stages of negotiating.

D. Post Negotiations:

1. After negotiations are conducted, the district shall award the contract to the responsible and responsive vendor that the district determines will provide the best value to the District based on the selection criteria.
2. The contract file for the vendor selected thru the ITN must contain a short statement that explains the basis for the selection of the vendor and sets forth the vendor's deliverables and price, pursuant to the contract, along with an

explanation of how these deliverables and price provide the best value to the district.

Alternative Products

For bidders who have offered the specified product, there typically is no need to perform an evaluation of the product to ensure that it meets School District requirements. Often, however, the low bids are for **alternative products**. When this occurs, the Internal Services Department / Purchasing Division staff members work with the requestor to conduct the product evaluation. In some cases, this involves reading descriptive literature. In other cases, it requires that the Internal Services Department / Purchasing Division or Requesting Department's staff members test and evaluate samples. For each line item, the evaluation starts with the low bid and continues until an acceptable product is identified. Documentation must be maintained that supports the rejection of low bid products, and this documentation is forwarded to the School Board along with the actual award recommendations.

Determination of Non-responsiveness

The following are examples of situations in which a bid may be declared non-responsive:

- a. The bidder failed to sign the bid.
- b. The bidder did not provide an original signature on the bid form.
- c. The bidder failed to complete required forms and certificates.
- d. The bidder changed delivery terms
- e. The bidder did not offer the commodities or services that complied with the bid specifications.
- f. The bidder did not offer firm prices.

Determination of Non-responsibility

The following are examples of situations in which a bidder may be declared non-responsible:

- a. The bidder is not a regular dealer or supplier of the commodities or services offered.
- b. The bidder does not have the ability to comply with the required delivery or performance schedule.
- c. The bidder does not have a satisfactory record of performance as documented **prior** to the posted receipt of bids deadline, as part of the reference check.
- d. The bidder does not have a satisfactory record of integrity, or the bidder is currently debarred or suspended by the School Board of Monroe County or another Florida jurisdiction.
- e. The bidder does not have the necessary facilities, organization, experience, technical skills, or financial resources to fulfill the terms of the purchase order or contract.

Lobbying

Proposers are hereby advised that lobbying is not permitted with any district personnel or Board members related to or involved with this proposal until the administration's recommendation for award has been made.

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation and all other groups who seek to influence the decision of

a Board member or District personnel after advertisement and prior to the recommendation of this contract.

Any proposer or any individuals that lobby on behalf of the proposer during the timeframe of this proposal will result in rejection/disqualification of said proposal.

Confidentiality

Submittals that are the result of a Request for Proposal (RFP) or Invitation to Bid (ITB) are not subject to public review until either 30 days after the due date and time or a recommendation is made to the Board; whichever comes first, pursuant to F.S. 286.0113.

If a bidder makes a request to inspect bid records post award, information designated as "trade secrets" prior to the award by the bidder will not be disclosed and is exempt from disclosure under the Freedom of Information Act (FOIA) provisions. F.S. 812.081.

Should the District reject all bids and reissue a bid, prior submittals are exempt from disclosure until the notice of intended action is released on the subsequent bid.

Conflict of Interest

The following provisions shall apply for conflict of interest. Any violation of these provisions by a Board employee may be grounds for dismissal.

1. No contract for commodities or services may be made with any business organization in which the Superintendent or Board member has any material financial interest unless it is a single source or clear documentation exists to show that, no other supplier can provide the identical/comparable commodities/service, at a lower cost to the Board. Full disclosure of any material financial interest shall be made before such award.
2. No Board employee may directly or indirectly purchase or recommend the purchase of commodities or services from any business organization which they or their near relative have a material interest as defined by F.S. 112.313.
3. Board employees or officials may not receive gifts or any preferential treatment from vendors. A Board employee shall not be prohibited from participating in any activity or purchasing program that is offered to all Board employees or in District surplus sales, provided there is no preferential treatment.

Types of Specifications

Several types of specifications exist. The development, selection, and use of a particular type are dependent on an employee situation, time, information available, and needs.

Performance Specifications: Performance specifications (also known as Functional Specifications) are preferred since they communicate what a product is to do, rather than how it is to be built. Performance specification should include the following:

- a. A general description.

- b. Required performance characteristics (minimum/maximum) to include speed, storage, production capacity, usage, ability to perform a specific function.
- c. Operational requirements, such as limitations on environment, water or air cooling, electrical requirements.
- d. Site preparation requirements for which the contractor will be responsible, such as electricity, plumbing, or for which the SCHOOL DISTRICT will be responsible.
- e. Compatibility requirements with existing equipment or programs.
- f. Conversion requirements for maintaining a current equipment or system until switching to the new equipment or system.
- g. Installation requirements.
- h. Maintenance requirements.
- i. Supplies and parts requirements.
- j. Quantity and method of pricing.
- k. Warranty; and Service location and response time.

Brand Name or Equal: Brand name or equal is the most commonly used type of specification. As a standard for purchase, the following requirement is included when brand name or equal specifications are used.

“Unless otherwise provided in the Invitation to Bid, the name of a certain brand, make, or manufacturer does not restrict bidders to the specific brand, make, or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the public body in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.”

An equal product can be defined as being similar in form, fit, and function and may be substituted for the required items, with no advantage or disadvantage.

The most important part of preparing brand name bid specifications is the use of the product's salient features. Salient features are the inherent qualities of the product that are required for the product to perform its intended application. These characteristics should be stated in the specification, and the equal product must meet these requirements in order to be acceptable. Not all characteristics of a product typically can be categorized as salient features so it is important to identify those that truly are critical to the product's acceptability.

Samples

If a bid is issued with the specifications of a brand name or equal, it is recommended that consideration be given to requiring that vendors who are bidding an alternative "equal" product must submit a sample of their product for evaluation purposes. Failure to submit a requested sample will result in rejection of the bid. At a minimum, descriptive literature should be required for any alternative products.

It also is recommended that if the award is made for an alternative product based on the evaluation of a sample, the sample should be retained in order to compare the sample to the actual delivered items when they arrive.

No Substitutes

It is possible to specify a brand name and to state "no substitutes"; however, this is only acceptable if it can be justified.

For example: a high school may desire to replace a percentage of their football uniforms. These uniforms are from a specific manufacturer and are of a specific style and color. It is unlikely that a uniform from another manufacturer could exactly match the existing uniforms. Under these circumstances, it would be acceptable to specify the existing manufacturer, style, and color and to state "no substitutes".

Scope of Work for Services

The following is a list of the types of information that should be included in a scope of work for professional or other services:

- 1. General Requirements**

Describe the contractor's responsibility to provide a service or produce a specific study, design, or report.

- 2. Specific Requirements**

Address the specific tasks, subtasks, parameters, and limitations that must be considered in producing the service or final project. The following factors should be included:

- a. Details of work environment
- b. Minimum or desired qualifications
- c. Amount of service needed
- d. Location of service
- e. Definition of service unit
- f. Time limitations
- g. Travel regulations or restrictions
- h. Special equipment required
- i. Other factors affecting working environment

- 3. School District Provided Materials or Services**

List any plans, reports, statistics, space, personnel, or other School District -provided items that must be used by the contractor.

- 4. Deliverables, Reports, and Delivery Dates**

Identify the specific delivery dates for all documentation or other products the contractor must furnish. Be clear about the expectations for the contractor's performance

Contracts & Competitive Solicitation

Except where otherwise permitted by School Board policies, the terms of the approved documents within the Standard Form Contract or where otherwise dictated by law, every agreement between the School District and any vendor for the purchase of commodities or services in an amount greater than \$50,000.00 shall require competitive solicitation.

Documented by usage of one of the School District's approved standard form contracts (except wherein the vendor alternative contract is deemed sufficient by district legal review), and as well by usage of the approved associated documents created to support and/or accompany the standard form contracts, each requisition or contract shall be properly financed, budgeted, and encumbered prior to the purchase or start of work.

The standard form contract shall be posted for reference on the district's website under www.KeysSchools.com under Forms.

Vendor Performance

General

All contracts and purchase orders contain vendor performance requirements. These requirements typically include price, quantity, quality, delivery location, and delivery date. An important part of the purchasing process is to ensure that the vendor's performance is consistent with these requirements. The contract originator is responsible for validating vendor performance.

Noncompliance

If vendors fail to meet their contractual obligations, administrators should notify the Internal Services Department / Purchasing Division immediately. The Internal Services Department / Purchasing Division will assume responsibility for trying to resolve the problem and for documenting the situation in the contract file if warranted by the circumstances. If a vendor consistently fails to perform, it may result in cancellation of the contract. Under certain circumstances, vendors may be suspended or debarred by the Internal Services Department / Purchasing Division from doing business with the School District.

Debarment

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

A. Cause of Debarment:

For the purpose of the term "debar" or "debarment" it shall mean to remove a vendor from bidding District work. Cause for debarment includes, but is not limited to the following:

1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or sub-contract, or in performance of such contract.

2. Conviction under State or Federal statutes for embezzlement, theft, forgery, bribery, falsification or destruction of records, or receiving stolen property, or any other offense indicating lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a vendor
3. Conviction under State or Federal anti-trust statutes arising out of submission of bids or proposals
4. Violation of contract provisions, as set forth below:
 - a. deliberate failure without good cause to perform in accordance with specifications or within the time limits provided in the contracts
 - b. a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one (1) or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall be considered to be a basis for debarment.
5. Refutation of an offer by failure to provide bonds, insurance or other required certificates within the time period as specified in bid/RFP response
6. Refusal to accept a purchase order, agreement, or contract, or to perform thereon, provided such order was issued timely and in conformance with the offer received
7. Presence of principals or corporate officers in the business of concern who were principals within another business at the time when the other business was suspended within the last three (3) years under the provisions of this section
8. Violation of the ethical standards set forth in State law
9. Providing anything of value, including, but not limited to, a gift, loan, reward, promise of future employment, favor or service to any employee to influence the award of contract or purchase items from a contractor
10. Existence of unresolved disputes between the contractor and the District arising out of or relating to prior contracts between the District and the contractor, work performed by the contractor, or services or products delivered
11. Any other cause the Director of Internal Services determines to be so serious and compelling as to affect the credibility as a District vendor, including debarment by another governmental entity for any cause listed in this policy

B. Recommended Decision

The Director of Internal Services or designee shall issue a notice letter that advises the party that it is debarred or suspended. The letter shall:

1. state the reasons for the action taken; and
2. inform the vendor of its right to petition the School Board for reconsideration

C. Hearing Procedures for Debarment/Suspension of Vendors and Determination of the Director of Internal Services

1. Right to Request a Hearing

Any person dissatisfied or aggrieved with the notification of the Director of Internal Services determination regarding the resolution of a protested solicitation or proposed award or determination to debar or suspend, must, within fifteen (15) calendar days of such notification, appeal such determination to the School Board in accordance with the hearing procedures contained in this section

2. Hearing Date

The School Board shall schedule a hearing at which time the person shall be given the opportunity to demonstrate why the debarment/suspension by the Director of Internal Services should be overturned. All parties shall be given notice of the hearing date