

A. Governing Regulations

1. Due to the dynamic nature of these rules, they are not included in their entirety, but rather referenced only by number. Click on the link to view the rules.

School Board Policies

- [School Board Policy 2-17 - Purchasing Procedures](#)
- [School Board Policy 2-11 - School Internal Funds](#)
- [School Board Policy 11-05 - Selecting Professional Services \(CCNA\)](#)
- [School Board Policy 2-21 – Anti-Fraud Policy](#)

State Board of Education Rules

- [State Board of Education Rule 6A-1.012 – Purchasing Policies](#)
- [State Board of Education Rule 6A-1.013 – Pool Purchases](#)

State Requirements for Educational Facilities (SREF)

- [State Requirements for Educational Facilities \(SREF\) & The Florida Building Code](#)

Florida Statutes

- [§112.313 - Standards of Conduct for Public Officers & Employees](#)
- [§119.071 – Inspection, Examination & Duplication of Public Records](#)
- [§120.57\(3\) – Procedures for Resolution of Bid Protests](#)
- [§218.70 - Local Government Prompt Pay Act](#)
- [§286.11 – Public Meetings & Records; Public Inspection](#)
- [§287.084 – Preference to Florida Businesses](#)
- [§287.087 – Preference to Businesses with Drug-Free Workplace Programs \(Tie Bids\)](#)
- [§287.133 - Public Entity Crime](#)
- [§1010-04 – Purchasing](#)

Federal Grant Guidelines

- The School Board delayed the implementation of the new Uniform Guidance Procurement Rules detailed in 2 CFR 200.317 through 200.326 until July 1, 2018 as provided by the waiver of the procurement rules stated in [Federal Register 82 FR 22609](#) published May 17, 2017. The District used existing policies and procedures and the OMB circulars prior to the implementation of the procurement standards in [2 CFR 200.318 through 200.327](#) effective on July 1, 2018. In addition, all contracts made by the non-Federal entity under a Federal award must contain Appendix II to Part 200 – Contract Provisions listed under [2 CFR 200.327 Contract Provisions](#), as applicable.

B. Standards of Ethical Conduct

1. All employees of the School District, regardless of their position are bound by the same ethics as outlined in School Board Policy 2-17(A)(3) and Section §112, Part III, Florida Statutes, [Code of Ethics for Public Officers and Employees](#) regarding conflicts of interest. Also see School Board Policy 2-21 Anti-Fraud Policy regarding the certain principles and expectations for the School District in order to prevent fraud.
2. Compliance with all School Board Policies, Florida Statutes related to standards for ethical conduct and maintaining a moral personal code of ethics is imperative for any and all School District personnel who performs or are in any way associated with

purchasing functions. Personnel involved in purchases of goods and services for the School District reflect their own reputation and the reputation of the School District through dealings and contacts with customers and vendors. All have a responsibility to maintain a high ethical standard of conduct and a reputation for courtesy and fair dealings. As a representative of the School District, in a purchasing capacity, a reputation of fairness and honesty is key to establishing a professional atmosphere in which decisions and evaluations are based on sound business judgement. Each transaction shall be handled objectively, without favoritism or discrimination, and without seeking or dispensing personal favors.

3. FDACS Code of Conduct:

This written Code of Conduct shall govern the performance and actions of the Okaloosa County School District officers, board members, employees, directors, volunteers, or agents who are engaged in any aspect of procurement, contracts, grants or the administration and supervision of contracts supported entirely or in part by federal entitlement funds disbursed by USDA. These regulations are found in 2 CFR 200.318(c), and Chapter 5P-2.003(4), Florida Administrative Code.

C. Purchasing Authority

1. The Superintendent or designee shall be responsible for all purchases of materials, equipment, and services. The Program Director of Purchasing shall be authorized to sign purchase orders for the Superintendent or designee.
2. Each purchase shall be based upon a purchase order originating from the responsible principal, district department head, project director, or other authorized designee. Each purchase order shall be properly budgeted. No purchase or obligation to buy is to be made without first securing such a purchase order.
3. Purchase Order Exceptions: The following types of purchases do not require purchase orders.
 - a. Utilities
 - b. Authorized petty cash purchases
 - c. Authorized purchasing card purchases
 - d. Emergency repairs (shall be followed immediately with an emergency requisition)
 - e. Surplus sales from other governmental agencies
 - f. Reimbursement of authorized travel expenses
 - g. Payment of salaries and benefits; including worker's compensation and unemployment benefits
 - h. Insurance claims or settlements approved by the Risk Management Program Director.
 - i. Reimbursements when the district is acting as fiscal agent
 - j. Required legal notices

- k. Special circumstances where the District may accrue a financial benefit and if approved by the Superintendent
4. All other expenditures shall be approved by the School Board. No employee shall obligate the School Board without following this policy. Failure to comply may render the purchaser liable for payment.
5. Multi-year Purchase Agreements: No obligation shall be created by contract, purchase order, maintenance agreement, or other instrument which exceeds a period of twelve (12) months unless such agreement contains a statement permitting the School Board to unconditionally terminate the obligation at the end of any fiscal year. All multi-year obligations shall require initial School Board approval.
6. Purchasing Cards: The Superintendent shall develop procedures to provide authorization and internal control of all purchases made on purchasing cards or open purchase orders. See the [District Purchasing Card Manual](#) on the Purchasing web site for additional information on purchasing cards.
7. Open (Blanket) Purchase Orders: An open purchase order is an open-ended contract to procure an indefinite quantity of commodities or services over an identified time period, as and when needed. Open purchase orders are not intended for large purchases but rather for commodities or services that the school/department anticipates they will purchase repetitively throughout the fiscal year. Commodities or services purchased against an open purchase order should not exceed \$10,000 per year unless the open purchase order is based on an approved contract. Open purchase orders shall be closed at the end of the fiscal year, the end of the funding source or specified expiration date of an approved contract.

D. Insurance and Fingerprinting Requirements

1. Insurance Requirements: The following insurance liability requirements apply to certain vendors:
 - a. Vendors performing contracted services with regard to facilities shall maintain insurance coverage as established by the Risk Management Office and approved by the Board annually.
 - b. Contracted services as defined in this section shall include but not be limited to the following: painting, roofing, lawn care, custodial, plumbing, electrical, construction, carpentry, house movers, carpet cleaners, pest control, and insulation.
 - c. No purchase order requiring insurance will be issued unless the vendor has received an approval from Risk Management.
 - d. The School Board may define additional insurance requirements for individual contracts or other types of contracted services as deemed necessary.
2. Fingerprinting Requirements: All vendors must obtain a Florida Statewide Contractor Badge and Okaloosa County School District credentials for access to School District property in a work capacity. Click on this [link](#) for additional information concerning contractor/vendor requirements for background screenings.

E. Competition Requirements & Thresholds

1. The District will comply with [Florida State Board of Education Administrative Rule 6A-1.012](#), Purchasing Policies.
 - a. Purchases Exceeding \$50,000.00 - Formal Sealed Solicitations

Formal Invitations to Bid (ITB), Request for Proposals (RFP), or Request for Qualifications (RFQU) shall be requested from three (3) or more sources for any authorized purchase of any item or group of similar items or contract for services exceeding fifty thousand dollars (\$50,000.00) unless otherwise exempted in Rule 6A-1.012. All ITB, RFP, and RFQU awards require School Board approval when the amount exceeds \$50,000.00. All purchases exempt from the bid process by Rule 6A-1.012 require School Board approval when the amount exceeds \$50,000.00. Purchases under the Department of Management Services state term contracts and state and district approved textbooks do not require School Board approval prior to purchase. All formal solicitations must be initiated and released by the Purchasing Department.
 - b. Purchases \$10,000.00 to \$50,000.00 – Request for Quotations

Request for Quotations (RFQ) shall be requested in writing from three (3) or more sources for any authorized purchase of any item or group of similar items or contract for services from \$10,000.00 to \$50,000.00 unless otherwise exempted under Rule 6A-1.012.
 - c. Purchases less than \$10,000.00

All purchases less than \$10,000.00 are subject to the Purchasing Program Director's discretion as to whether additional quotes are needed.
 - d. Professional Services with an Independent Contractor

When contracting for professional services with an Independent Contractor over \$1,000.00, a service agreement contract is required. A professional service as defined in this section shall include but not be limited to the following: staff development, program evaluation services, curriculum development, direct student services, artistic performances and services, educational program services, and related consulting services. All such professional service agreements will be reviewed by the School Board Attorney, CFO, Risk Management and the District Purchasing Department. All professional service agreements exceeding \$10,000.00 require School Board approval. The Superintendent will provide a listing quarterly on a Board agenda of all such professional service agreements so approved under the threshold. Procedures for contracting for legal services are set forth in School Board Policy 01-04.
 - e. Short-Term Facility Use Contracts/Leases

The Superintendent or designee shall be responsible to approve and execute facility use contracts/leases for the use of non-school district property for periods of time less than twelve months with fees not exceeding \$10,000.00. All such contracts/leases will be reviewed by the School Board Attorney and the District Purchasing Department. The Superintendent will provide a listing quarterly on a Board agenda of all such Short-Term Facility Use Contracts/Leases so approved under the threshold.
 - f. No purchase orders shall be split in order to avoid compliance with the above policies.

2. Food Service Solicitations & Purchases: School Food Service solicitations and purchases will comply with the requirements of the State Department of Agriculture and Consumer Services, Division of Food, Nutrition, and Wellness [Administrative Rule 5P-2.003](#). When procuring property or services under a federal award, the District will use its own documented procurement procedures which reflect applicable state and local laws and regulations, provided that the procurements conform to applicable Federal law and standards found in [C.F.R. 200.318 general procurement standards through C.F.R. 200.327 contract provisions \(effective July 1, 2018\)](#). In addition, all contracts made by the non-Federal entity under a Federal award must contain Appendix II to Part 200 – Contract Provisions listed under [2 CFR 200.327 Contract Provisions](#), as applicable and language to support the Buy American regulations [7 CFR 210.21(d), USDA Policy Memo SP 38-2017].
3. Contracting for Professional Services – Consultants Competitive Negotiations Act (CCNA): The Consultants Competitive Negotiations Act (CCNA) (Section 287.055, Florida Statutes) sets forth requirements for procuring and contracting for architectural, professional engineering, landscape architectural, registered surveying, and mapping services. Procedures for contracting for CCNA professional services are further defined in [Chapter 11](#) of School Board Policy.
4. Contracting for Professional Services (NON-CCNA): Procedures for contracting for non-CCNA professional services are further defined in Section H – Contracts/Agreements (Service Agreements).
5. Procurement Involving Federal Funds – General Procurement Standards: When procuring property or services under a federal award, the District will use its own documented procurement procedures which reflect applicable federal, state and local laws and regulations, provided that the procurements conform to applicable Federal law and standards found in [C.F.R. 200.318 general procurement standards through C.F.R. 200.327 contract provisions \(effective July 1, 2018\)](#). In addition, all contracts made by the non-Federal entity under a Federal award must contain Appendix II to Part 200 – Contract Provisions listed under [2 CFR 200.327 Contract Provisions](#), as applicable.
6. Procurement Involving Federal Funds – CFR 200-318(d): When procuring property or services under a federal award, the District will avoid acquisition of unnecessary or duplicative items. Consideration will be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
7. Food Purchases from Federal Funds: When federal guidelines permit such, federal funds may be used to purchase food items when used to support parent training and meetings.

F. Exceptions to Competition/Competitive Solicitations

1. Board approval is required for all purchases exempt from the bid process when the amount exceeds \$50,000.00 with the exception of purchases under DMS state term contracts or state/district approved textbooks.
2. Bids Waived Purchases (Non-Federal): State Board of Education Rule 6A-1.012(11)(a) waves the requirement for requesting competitive solicitations for the purchase by district school boards of professional services which shall include, without limitation,

artistic services; academic program reviews; lectures by individuals; auditing services not subject to Section 218.391, F.S.; legal services, including attorney, paralegal, expert witness, court reporting, appraisal or mediator services; and health services involving examination, diagnosis, treatment, prevention, medical consultation or administration; and Rule 6A-1.012(11)(b) waives the requirement for requesting competitive solicitations for the purchase by district school boards of educational services and any type of copyrighted materials including, without limitation, educational tests, textbooks, printed instructional materials, computer software, film, filmstrips, videotapes, dvds, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent within the state, a governmental agency or a recognized educational institution.

3. Cooperative Bids: A group of governmental agencies may be combined to maximize purchasing power or reduce redundancy. A joint bid is developed, reviewed and approved by the agencies participating in the bid. The names of the agencies are listed in the bid and the vendors must agree to supply all agencies listed without exception. One agency is selected as the lead agency to solicit and administer the bid solicitation, evaluation and award process. Participating agencies adopt the recommendation of the lead agency and commit to purchase from the contract after obtaining their agency's approval.
4. Direct Negotiation: State Board of Education Rules 6A-1.012(14), (15) list types of purchases which may be made through the Direct Negotiation process in lieu of seeking competitive solicitations. According to these rules, purchases such as Information Technology (as defined in §282.0041, F.S.), Insurance, entering risk management programs, or contracting with third party administrators may be exempt from the competitive solicitation process except as otherwise required by statute.
5. Emergency Purchases: State Board of Education Rule 6A-1.012(12)(e) and School Board Policy 2-17(A)(12) provide guidelines for emergency purchase situations. Emergency as used herein means a situation when the superintendent determines in writing that an immediate danger to the public health, safety or welfare or other substantial loss to the school district requires emergency action. See Section G of this procedure manual for details on the emergency bid process.
6. Grant Funded/State/Federal Contracts: State Board of Education Rule 6A-1.012(12)(f) allows a contract for commodities or contractual services to be awarded without competitive solicitations if state or federal law, a grant or a state or federal agency contract prescribes with whom the district school board must contract or if the rate of payment is established during the appropriations process.
7. Cooperative (Piggybacking) Procurement: State Board of Education Rule 6A-1.012(6) allows district school boards to make purchases at or below the specified prices from contracts awarded by other city or county governmental agencies, other district school boards, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid agreements, when the proposer awarded a contract by another entity defined herein will permit purchases by a district school board at the same terms, conditions, and prices (or below such prices) awarded in such contract, and such purchases are to the economic advantage of the district school board. Contact the Purchasing Department to determine if a proposed contract/solicitation is eligible to piggyback.

Guidance & Requirements for Cooperative (Piggybacking) Procurement:

Piggybacking a contract is a procurement tool that is available for use, but still requires due diligence and application of judgement. In conducting that review, be mindful that the piggybacking procurement contracting method may not always be the best choice for a particular purchase. If federal or grant funds are being used, the cooperative contracting process must conform to those applicable laws and requirements. Carefully review the terms and conditions of the cooperative contract and consult legal counsel to determine if an addendum needs to be created or certain terms negotiated that are important to the OCSD. Double check with the lead entity to ensure there are no supplier performance or contract compliance issues. In the end, procurement professionals need to be able to justify their decision in choosing a cooperative contract rather than issuing its own solicitation. When you intend to piggyback on a contract, the following steps are taken:

- Review the contract currently in place to determine if it meets all required federal, state, and local procurement policies and includes a provision allowing piggybacking. Such a provision must include specific applicable limitations of the extension (e.g., dollar value or the number of additional parties that may be added).
- Obtain written permission to piggyback from all parties of the contract. Place this written authorization in the contract file.
- Obtain a complete executed copy of the contract that you wish to piggyback on from the entity that originated the agreement. Also obtain a copy of the original solicitation including addendum(s), advertisement documents, evaluation process documents, and award documents.
- If the piggyback contract will be funded using federal funds as part of the Food Service program, submit the original contract, proposed piggyback agreement, and written permission to piggyback from all parties of the contract to FDACS for review and approval at least seven (7) calendar days prior to execution. If it is determined that a material change to the contract results from the piggyback, a separate procurement will be conducted.
- If the original contract has a renewal clause, make sure to maintain a copy of each renewal document in the contract file. Should the original contract be modified or terminated for any reason, these conditions will also apply to our contract and the ability to purchase under it.
- The designated Buyer/Contract Manager shall provide vendor oversight for the contract and will maintain the contract file in the Purchasing Department office with all of the required documents for reference and audit purposes.

8. Pooled Purchases: See State Board of Education Rule 6A-1.013.
9. Pride/Respect Purchases: See §287.042(2)(a), Florida Statutes & §413.036 Florida Statutes.
10. Regulated Utilities or Government Franchised Services: State Board of Education Rule 6A-1.012(12)(g) states that a contract for regulated utilities or government franchised services may be awarded without competitive solicitations.
11. Single/Sole Source Purchases: State Board of Education Rule 6A-1.012(12)(d) states that commodities or contractual services available only from a single source may be

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

12. State Contracts/State Purchasing Agreements: State Board of Education Rules 6A-1.012(2) and 6A-1.012(5) afford school districts the right to purchase from State Term Contracts/Agreements issued by the Florida Department of Management Services, Division of Purchasing (DMS), without seeking our own competitive bids. Contact the Purchasing Department for assistance with state term contract/agreement purchases.
13. On-Line Procurement: The district shall receive and give consideration to the prices available to it through the on-line procurement system as referenced in §287.057(23), Florida Statutes, for the purchase of commodities and contractual services provided that a determination is made by the district's Purchasing Department that the school district will receive potential benefits, including but not limited to savings from strategic sourcing and process efficiencies, as a result of using the on-line procurement system.

G. Competitive Solicitations & Related Processes

1. Bid and Proposal Process

- a. Solicitation of formal Invitations to Bid (ITB), Request for Proposals (RFP), or Request for Qualifications (RFQU) shall be prepared by the school district and shall be publicly posted. Solicitation shall be issued at least fourteen (14) days prior to the opening date.
- b. The following notice shall be included in all solicitations for bids or proposals: "Failure to file a protest within the time prescribed in §120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."
- c. All bids or proposals shall be opened publicly in the presence of at least three (3) School Board employees. The Program Director of Purchasing or designee shall acknowledge receipt of the bids or proposals by reading aloud the names of the bidders, unless the bid is a competitive solicitation for construction or repairs on a building, then the name of each bidder and price submitted shall be read at a public bid opening per §255.0518, Florida Statutes. The Program Director of Purchasing shall request further evaluation of the bids or proposals, if necessary, and after such evaluation make a recommendation of award to the School Board. Those employees preparing evaluations or tabulations shall sign them for future reference. Bids or proposals received after the designated time shall not be considered.
- d. In acceptance of responses to invitations to bid (ITB), the Board may award contracts on the basis of the lowest and best bid from a responsive and responsible bidder which meets specifications with consideration being given to the specific

quality of the product, conformity to the specifications, suitability to school needs, delivery terms, and service and past performance of the vendor. For identical, qualified bids, the recommendation shall be made for a local vendor or, if there is none, by casting lots. Samples of products may be requested when practical. The School Board shall reserve the right to reject any or all bids and may waive any minor irregularity or technicality in bids received that in its judgment will be in the best interest of the School Board.

- e. In acceptance of responses to requests for proposals (RFP), the Board may award contracts to one or more responsive, responsible proposers in accordance with the selection criteria published in the request for proposal and reserves the right to further negotiate contract terms with selected vendor(s). The School Board shall reserve the right to reject any or all proposals and may waive any minor irregularity or technicality in proposals received that in its judgment will be in the best interest of the School Board.
- f. Prior to the receipt of proposals an evaluation committee will be established. The goal of the evaluation committee is to determine the relative merits of all proposals received in response to the RFP in a fair and consistent manner. Once the proposals have been received and it is clear which companies are involved in the RFP, each member of the evaluation committee must sign a "Non-Conflict of Interest & Confidentiality" form. The Purchasing Department will provide the form to the committee. These forms must be signed before any committee members begin their initial evaluation of the RFPs. The Purchasing Department will collect the signed forms for inclusion in the official procurement file. The evaluation committee will convene, review and evaluate all proposals submitted based on the proposal evaluation criteria set forth in the RFP. The Purchasing Department will provide each evaluation committee member with a copy of the RFP Evaluation Process Committee Instructions document prior to beginning the evaluation process. The RFP issuing officer (Purchasing) will be the sole intermediary between the committee and vendors. Purchasing will be able to answer procedural questions but shall be neutral in the evaluation process. The evaluation committee will be responsible for making a recommendation ranking the proposals for contract negotiation to the School Board.
- g. In acceptance of responses to requests for qualifications (RFQU), the Board may award contracts to one or more responsive, responsible respondents in accordance with the selection criteria published in the request for qualifications and reserves the right to further negotiate contract terms with selected vendor(s). The School Board shall reserve the right to reject any or all responses and may waive any minor irregularity or technicality in responses received that in its judgment will be in the best interest of the School Board.
- h. Prior to the receipt of responses an evaluation committee will be established. The goal of the evaluation committee is to determine the relative merits of all responses received in response to the RFQU in a fair and consistent manner. Once the responses have been received and it is clear which companies are involved in the RFQU, each member of the evaluation committee must sign a "Non Conflict of Interest & Confidentiality" form. The Purchasing Department will provide the form to the committee. These forms must be signed before any committee members begin their initial evaluation of the RFQUs. The Purchasing Department will collect the signed forms for inclusion in the official procurement file. The evaluation committee will convene, review and evaluate all responses submitted based on the evaluation criteria set forth in the RFQU. The Purchasing Department will provide

each evaluation committee member with a copy of the RFQU Evaluation Process Committee Instructions document prior to beginning the evaluation process. The RFQU issuing officer (Purchasing) will be the sole intermediary between the committee and vendors. Purchasing will be able to answer procedural questions but shall be neutral in the evaluation process. The evaluation committee will be responsible for making a recommendation ranking the responses for contract negotiation to the School Board.

- i. Bid and proposal tabulations with recommendations for awards will be posted for review by interested parties in the Purchasing Department of the school district, indicating the date of posting and will remain posted for a period of three (3) business days. Tabulations and recommendations for awards are also posted to the District's Purchasing website and Florida Purchasing Group Bid System. This notice will include "Failure to file a protest within the time prescribed in §120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes."
 - j. Any ITB recommendation other than the lowest bid shall be accompanied by a written statement signed by the Superintendent or designee giving the reasons and justification for such action as provided in subsection H.4. herein.
 - k. Public Advertising Requirements for Formal Solicitations:
 - (1) ITBs, RFPs, RFQs (Non-Construction) – Minimum 14 Calendar Days (School Board Policy 2-17(A)(12))
 - (2) Single/Sole Source Posting – 7 Business Days Florida Administrative Code 6A-1.012(12)(d)
2. Bid Lists
- a. The Purchasing Department shall maintain a master bid list of all potential bidders by category of commodity or service through the Florida Purchasing Group Bid System.
 - b. At the beginning of each fiscal year, the Purchasing Department shall publish notice of an invitation to vendors to be added to the Florida Purchasing Group Bid System bid list.
 - c. The School Board or Superintendent may remove the name of any unqualified or unreliable person or firm from the list. The firm may apply for reinstatement to the list after being removed for one year after provision of evidence satisfactory to the Superintendent or School Board that causes have been remedied.
3. Emergency Bid Process
- a. Emergency bids, if approved by the Superintendent, may be requested by telephone or in writing.
 - b. Competitive price quotations shall be sought from three (3) or more potential sources. Telephone quotations shall be filed in the purchasing office in writing no later than five (5) working days after receipt of verbal quotations.

- c. All emergency bids shall be tabulated and presented to the Superintendent who may approve the award of the bid to the lowest and best bidder.
- d. The Superintendent shall submit the bid tabulation and bid award to the School Board at its next regularly scheduled meeting for action. The official minutes of the Board shall show the nature of the emergency and why the regular bid procedure, as prescribed, would have caused a delay which could have been contrary to the public interest.
- e. If the Superintendent determines in writing that the time required to obtain pricing information will increase the immediate danger to the public health, safety, or welfare or other substantial loss to the school district, the emergency purchase may be made without competitive price quotations.

4. Resolution of Bid Protests

- a. These policies shall govern the resolution of protests on invitations to bid (ITB), requests for proposal (RFP), or requests for qualifications (RFQU). Protests shall be filed in accordance with §120.57(3), Florida Statutes.
- b. A person or entity shall have submitted a bid in order to be qualified as “adversely affected” in the bid process. Any person or entity affected adversely by the School District’s decision or recommendations for the awarding of a bid by an evaluation committee shall file with the School District a notice of protest in writing within seventy-two (72) hours after the posting of the notice of the school district’s decision or intended decision. A formal written protest must be filed within ten (10) days after the date the notice of protest is filed. The formal written protest shall state the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the seventy-two (72) hour time period provided by this paragraph. Failure to file within these timelines shall constitute a waiver of the proceedings under Chapter 120, Florida Statutes.
- c. Upon receipt of the formal written protest which has been timely filed, the Superintendent shall stop the bid solicitation process or bid award process until the subject protest is resolved unless the Superintendent sets forth, in writing, particular facts and circumstances which require the continuation of the bid solicitation or the bid award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare.
- d. The Superintendent shall provide an opportunity to resolve the protest by mutual agreement between the parties within seven (7) days, excluding Saturdays, Sundays, and state holidays after receipt of a formal written protest.
- e. If the protest is not resolved by mutual agreement and there is no disputed issue of material fact, the Superintendent will present the matter to the School Board for referral to a qualified hearing officer for settling through informal proceedings as prescribed in §120.57(2), Florida Statutes. If there is a disputed issue of material fact, the Superintendent will present the matter to the School Board for referral to a qualified hearing officer for settling through formal proceedings as set forth in §120.57(1), Florida Statutes.

5. Formal Procurement Procedures for Food Service Solicitations (FDACS):

When formal procurement procedures, in the form of an Invitation to Bid (ITB) or a Request for Proposal (RFP), are required, the District takes the following steps:

- 1) Determine if an ITB or an RFP will be conducted;
 - a. An ITB is selected if the needs are clearly defined and understood,
 - b. An RFP is selected for projects that have many technical requirements, or if the methods or specifications aren't readily available;
- 2) Perform a cost or price analysis;
- 3) Develop written specifications as they are available and draft the scope of work, considering:
 - a. Dates, times, and locations for bids or proposals to be submitted;
 - b. Dates and times for public bid openings, if applicable;
 - c. Evaluation criteria, if applicable;
 - d. Dates and times for final award determinations;
 - e. Bid protest procedures, if applicable;
 - f. Contract and renewal periods;
 - g. Delivery expectations, if applicable;
 - h. Termination clauses;
 - i. Records retention requirements, and
 - j. All federally required contract provisions.
- 4) Submit the draft solicitation to FDACS for a pre-issuance review and approval.
- 5) Publicly announce and advertise the ITB or RFP at least 14 calendar days prior to the submission deadline;
 - a. Announcements will include the date and time of the submission deadline;
 - b. The location where submissions will be sent;
 - c. If the entire ITB or RFP is not included in the announcement, the Sponsor will include the location where the complete ITB or RFP may be obtained.
- 6) Evaluate the proposals or tabulate the bids and select the most responsible vendor whose submission is responsive to the solicitation and is most advantageous to the Sponsor with price and other factors considered as represented in the solicitation. All bids or proposals may be rejected in accordance with law, if necessary.
- 7) Submit the proposed contract and all documents related to the procurement to FDACS for review and approval.
- 8) Award the contract to the selected vendor.
- 9) Ensure the goods or services received are the same as the goods or services contracted and at the contracted prices.

H. Contracts and Agreements

1. A contract is any legally enforceable agreement whether or not it is titled "contract". Contracts include, but are not limited to, letters of agreement, proposals, lecture agreements, license agreements, memoranda of understanding, and terms and conditions related to all types of transactions. All Board contracts must be in writing. The correct legal name which should appear on all contracts is "The School Board of Okaloosa County, Florida". All contracts shall be reviewed and approved by the Program Director, Purchasing and/or the School Board attorney to insure legality, compliance with Board policy, and to insure the School Board interests are protected before the authorized signatory may execute the contract. All approved contracts having a value exceeding \$50,000 shall be authorized by the School Board at a regular or special

meeting and signed by the Board Chairman and Superintendent unless otherwise exempted.

2. Delegated Authority:

- a. When contracting for professional services with an Independent Contractor over \$1,000.00, a service agreement contract is required. A professional service as defined in this section shall include but not be limited to the following: staff development, program evaluation services, curriculum development, direct student services, artistic performances and services, educational program services, and related consulting services. All such professional service agreements will be reviewed by the School Board Attorney, CFO, Risk Management and the District Purchasing Department. All professional service agreements exceeding \$10,000.00 require School Board approval. The Superintendent will provide a listing quarterly on a Board agenda of all such professional service agreements so approved under the threshold. Procedures for contracting for legal services are set forth in School Board Policy 01-04.
- b. The Superintendent or designee shall be responsible to approve and execute facility use contracts/leases for the use of non-school district property for periods of time less than twelve months with fees not exceeding \$10,000.00. All such contracts/leases will be reviewed by the School Board Attorney and the District Purchasing Department. The Superintendent will provide a listing quarterly on a Board agenda of all such Short-Term Facility Use Contracts/Leases so approved under the threshold.
- c. All multi-year contracts, purchase orders, maintenance agreements or other instruments which exceeds a period of twelve (12) months must contain a statement permitting the School Board to unconditionally terminate the obligation at the end of any fiscal year. All multi-year obligations shall require initial School Board approval at a regular or special meeting and signed by the Board Chairman and Superintendent.
- d. All other approved contracts having a value of \$50,000 or less shall be signed by the Superintendent or designee.
- e. Within the scope of the School Board's authority and responsibility to write policies on Internal Accounts, authority shall be delegated to school principals to enter into contractual agreements as follows:
 - (1) Athletic events regarding division of gate receipts with participating schools and bands.
 - (2) School pictures.
 - (3) Printing of newspapers and other publications.
 - (4) School annuals or yearbooks.
 - (5) Traveling minstrels.
 - (6) Purchase of class jewelry.
 - (7) Graduation invitations.
 - (8) Caps and gowns.

These contracts are generally related to revenue producing events and, in most cases, provide a profit to the School Organization sponsoring the contracted activity. Contracts which (a) are not related to extracurricular student activities, (b) are to be entered into the name of the School Board of Okaloosa County, Florida, or (c)

involve purchases subject to bid requirements, must have prior School Board approval. For any contracts of a proprietary nature with outside organizations involving the public on school grounds, evidence of appropriate insurance coverage in amounts provided by state statutes shall be required. (Examples of this type of contract would be donkey basketball and carnivals)

3. Service Agreements:

1. Service Agreements must be used when contracting for professional services with independent contractors.

2. Definition

- (1) A Professional Service is work performed by a person(s) engaged in “a calling requiring specialized knowledge and often long and intensive academic preparation.” You would use a Service Agreement contract when contracting with an Independent Contractor for services such as: Staff Development, Program Evaluation Services, Curriculum Development, Direct Student Services (e.g. Psychological and other related services), Artistic Performances and Services, Educational Program Service, and related Consulting Services.

3. Types of Service Agreements

- (1) There are three School Board approved Service Agreement contracts for use by our schools and departments. You can download these service agreement contracts by visiting the Purchasing website under Department/Area Quick Links: Purchasing Information for Schools & Departments/ Service Agreements. Using the form from the Purchasing website insures that you are using the most current version. The three types of Services Agreement contracts are listed below:

- (a) MIS 2124 – Independent Contractor Service Agreement

- (b) MIS 2125 – Independent Contractor Service Agreement for Law Enforcement

- (c) MIS 2127 – Independent Contractor Business Manager Service Agreement

4. Dollar Thresholds for Service Agreements

- (1) When contracting for professional services with an Independent Contractor over \$1,000.00, a service agreement contract is required. A professional service as defined in this section shall include but not be limited to the following: staff development, program evaluation services, curriculum development, direct student services, artistic performances and services, educational program services, and related consulting services. All such professional service agreements will be reviewed by the School Board Attorney, CFO, Risk Management and the District Purchasing Department. All professional service agreements exceeding \$10,000.00 require School Board approval. The Superintendent will provide a listing quarterly on a Board agenda of all such professional service agreements so approved under the threshold. Procedures for contracting for legal services are set forth in School Board Policy 01-04.

- (2) Law Enforcement Security Services require a Service Agreement contract for any contract amount. Use this agreement when contracting for on-site security

services for school-sponsored athletic events and other programs and activities if contracting with a law enforcement agency other than the Okaloosa County Sheriff's Department. The District has a District wide agreement in place for contracting with the Okaloosa County Sheriff's Department for security services.

5. Who Can Receive a Service Agreement?

- (1) Service Agreements are required when contracting for professional services with independent contractors per the threshold requirements above. Service Agreements are always required when contracting with individuals or sole proprietors. Service Agreement contracts are not required when contracting for professional services with corporations but may be used if needed. In many cases, professional services with corporations may involve a contract from the vendor or may be contracted through purchase order only if the scope of services is easily defined. Current district employees are not eligible for Service Agreements as one may not be an independent contractor and an employee of the district at the same time.

6. Procedures for completing Service Agreements

- (1) Service agreements should be completed and emailed as an attachment to the Purchasing Department. Make *sure* that your Principal or Department Head is aware of the service agreement before submitting to Purchasing.
- (2) Service agreements that do not require School Board approval should be emailed at least three (3) weeks prior to the beginning date of service to allow for the review, processing and approval of the service agreement.
- (3) Service agreements that require School Board approval should be submitted at least three (3) weeks prior to the "Deadline for Submitting Items Date" included on the School Board Meeting Schedule. The School Board meeting schedule can be found on the Okaloosa County School District Home page. If you are unsure if a service agreement will require School Board approval, please contact the Purchasing Department at 833-5845 or 833-7668.
- (4) Complete all of the grey areas of the service agreement. Be sure and give a broad detailed scope of work as to what type of services the company or individual is providing.
- (5) The Purchasing Department will review the service agreement. If there are any changes or clarifications needed you will be contacted.
- (6) Once the service agreement is correct it will be assigned a number and protected so no further changes can be made. The Purchasing Department will then proceed with getting the required approvals from the School Board Attorney, Chief Financial Officer, Risk Management Program Director, Purchasing Program Director and the School Board (if required) before proceeding with the contract.
- (7) After all of the required approvals are received the service agreement will be emailed back to the end user, School/Department bookkeeper and Principal. The School/Department will then be instructed to have the provider sign the agreement. Make sure that the witness signatures are also completed. Once the

agreement has been signed, the signed service agreement should be sent immediately to the Purchasing Department.

- (8) When the Purchasing Department receives the agreement signed by the provider the approval signatures will be collected. The fully signed executed copy of the service agreement will be sent to the School/Department bookkeeper with a memo stating the Service Agreement has been approved.
- (9) It is the responsibility of the School or Department submitting the service agreement to make sure that the Independent Contractor (Provider) complies with all insurance, fingerprinting and badging requirements.
- (10) If using budgetary funds – the individual responsible for putting requisitions online does not have to wait until the fully signed copy of the Service Agreement comes back to you. The requisition can be entered immediately and will be approved in Purchasing when the Service Agreement has gone through the proper procedures and has been approved. After the description on the requisition the following statement should be added “All terms and conditions apply to S.A. #___ (provide #) and if it was School Board approved “School Board Approved __/__/__ (provide date)”.

4. Contract Management:

Purchases are checked or verified by designated staff to assure that all goods and services are received, and prices verified. All invoices and receipts are signed, dated, and maintained in the documentation file. The designated Buyer/Contract Manager shall provide vendor oversight for the contract and will maintain the contract file in the Purchasing Department office with all of the required documents for reference and audit purposes.

I. Self-Help Construction Projects

- a. A Self-Help Project is a capital construction, renovation, or repair project that is undertaken by a school or any organization of a school. Examples include but are not limited to Band Parents, Parent Teacher Organizations, and Booster Clubs. These projects are funded outside of the Okaloosa County School District Budget and approved by the School Board. Contact the [Facilities Planning Department](#) for assistance with processing your Self-Help Construction Project.

J. Purchase Requests/Orders

1. From Requisition to Purchase Order

See FOCUS University Instructional Guide – Finance, Page #24 Purchase Request/Orders for step by step instructions on creating Purchase Requests/Orders.

2. Request to Change or Trace Purchase Order

- a. When the recipient of a purchase order needs to delete, add, cancel, or trace items on the purchase order, a "Request to Change or Trace Purchase Order" Form (MIS 2006) should be initiated.
- b. This form should be completed and submitted by email to the Purchasing Department for the required action requested. The Purchasing Department will

review the request. Purchasing will contact you if there are questions concerning the request. Once the request is approved Purchasing will send you a copy of the approved change order including the stamped approval and signature of the Purchasing Program Director.

- c. It should be noted that it takes a minimum of ten (10) days for the Purchasing Department to contact the vendor in question and receive a reply to the request to trace. Do not take any further action on the purchase order until the Purchasing Department answers your request to change or trace the purchase order involved.

3. Procedure for Purchase Order Cancellation

- a. When it has been determined that a purchase order needs to be canceled, a cancellation request should be forwarded to the Purchasing Department, using the "Request to Change or Trace Purchase Order" form (MIS 2006).
- b. Upon notification from Purchasing that a Purchase Order has been canceled, the school or department should immediately mark the Receiving Report "canceled" and forward it to the Accounts Payable Office.
- c. In the case where a purchase order is stamped "No Back Orders" and complete shipment is not made, the receiving report should be so noted and forwarded to Accounts Payable. No cancellation request on the outstanding items will be necessary. Any remaining balance on the purchase order will be automatically canceled.

4. Outstanding Purchase Orders

- a. The policy of Accounts Payable is to review outstanding Purchase Orders on a ninety-day cycle to determine if payment for the items ordered is delayed due to the lack of invoices or the need of a receiving copy from the school or department.
- b. Any purchase orders requiring action for payment that are older than ninety days will be pulled and a notice will be sent to the school, department or vendor, whichever is applicable. This process is used to speed up payment and prevent old accounts from becoming long overdue.
- c. Upon receipt of these messages, they should be reviewed and every effort taken to make a prompt response. This will enable Accounts Payable to clear up any problem areas prior to their becoming major areas of concern.

5. Procedures for Petty Cash Funds for Schools

- a. These procedures are based on School Board Policy 02-16 Petty Cash Funds.
- b. The School Board authorizes the use of petty cash funds to make expenditures for operating central administrative offices and school centers. These funds shall be accounted for separately from other funds. An itemized receipt shall be kept for each petty cash expenditure and all expenditures shall be recorded in the school year in which they were incurred.
- c. Petty cash funds shall be established for the District office in the amount not to exceed three hundred dollars (\$300.00) each.

- d. The principal may establish a petty cash fund not to exceed one thousand dollars (\$1,000.00) for the purpose of small expenditures to operate the school. No purchase of a single item costing five hundred dollars (\$500.00) or more shall be made from petty cash. The schools are limited to the following petty cash funds:
 - (1) Petty Cash – Budget funds (deposited in internal account)
 - (2) Petty Cash – Day Care programs (deposited in internal account)
 - (3) Petty Cash – School Food Service (change fund)
- e. Each school may establish a petty cash imprest fund from the School Internal Account subject to the following limitations:
 - (1) Elementary Schools – one hundred dollars (\$100.00)
 - (2) Middle Schools – three hundred dollars (\$300.00)
 - (3) High Schools – five hundred dollars (\$500.00)
- f. Initially, funds shall be taken from the specified account. All schools and district departments must replenish their petty cash funds prior to the end of the fiscal year. The Superintendent shall establish procedures for control of petty cash funds.
- g. The following procedures shall be used in the operation of all Petty Cash Funds:
 - (1) A Requisition/Purchase Order form shall be used when establishing or replenishing Petty Cash Funds.
 - (2) The Finance Department is responsible for determining if funds are available for each school before issuing a School Board Warrant for Petty Cash Funds.
 - (3) The School Board Warrant shall be deposited into the school's Internal Account and this fund will be accounted for separately from all other Internal Account Funds.
 - (4) Petty Cash Funds may be replenished by submitting a requisition and supporting invoices for the total amount expended.
 - (5) Do not request reimbursement for taxes paid. This is an unauthorized expenditure.

Purchasing Forms (See Finance Website for Current Version)

1. Request to Change or Trace Purchase Order (MIS 2006)
 - a. This form is used to make changes, cancel or trace a purchase order. When completing the form, choose one of the following actions:
 - (1) "Change as Follows" – Changes include such actions as deleting items, adding items, cancelling items, and changing funding.
 - (2) "Cancel Entire Order"
 - (3) "Trace Delivery" – An order may be traced if it has not been delivered within 30 days.
 - b. Fax or email the completed form to the Purchasing Department for processing. All copies of correspondence, packing slips, etc., must be attached.
 - c. It takes a minimum of ten (10) days for the Purchasing Department to contact the vendor in question and receive a reply to the request to change or trace. Do not take any further action on the purchase order until the Purchasing Department has finished processing the request.

<small>SCHOOL DISTRICT OF OKALOOSA COUNTY PURCHASING DEPARTMENT REQUEST TO CHANGE OR TRACE PURCHASE ORDER</small>		<small>MIS 2006 REV 4/01</small>
<div style="display: flex; justify-content: space-between;"><div>FROM: _____</div><div>DATE: _____</div></div> <div style="margin-top: 10px;"><div>TO: PURCHASING DEPARTMENT BAY AREA OFFICE 120 LOWERY PLACE, S.E. FT. WALTON BEACH, FL 32548 PH: (850) 833-7668 FAX: (850) 833-6327</div></div> <div style="margin-top: 10px;"><div>PURCHASE ORDER NUMBER: _____</div><div>REQUISITION NUMBER: _____</div></div> <div style="margin-top: 5px;"><div>VENDOR NAME: _____</div><div>VENDOR NUMBER: _____</div></div> <div style="margin-top: 10px;"><div>CHECK ONE OF THE FOLLOWING:</div><div>1. <input checked="" type="checkbox"/> CHANGE AS FOLLOWS:</div><div style="margin-top: 5px;"><div>_____</div><div>_____</div><div>_____</div><div>_____</div></div><div style="margin-top: 10px;"><div>REVISED TOTAL: \$ _____</div></div><div style="margin-top: 10px;"><div>2. <input type="checkbox"/> CANCEL ENTIRE ORDER.</div><div>3. <input type="checkbox"/> TRACE DELIVERY (DELIVERIES SHOULD BE TRACED IF NOT DELIVERED WITHIN 30 DAYS)</div></div><div style="margin-top: 5px;"><div>REFERENCE: _____</div><div>REASON FOR CHANGE: _____</div><div>_____</div><div>_____</div></div><div style="text-align: center; margin-top: 20px;"><div>SIGNATURE-PRINCIPAL/DEPARTMENT HEAD</div></div></div>		


2. Vendor Complaint Form (MIS 2055)

- a. This form is used to file a formal complaint against a vendor. When completing the form, please include the following information.
- (1) "Type of Problem" – Select Purchase Order, Contracted Service, or Other.
 - (2) "Reference Numbers" – Include the Purchase order number and Bid number (if applicable)
 - (3) "Describe Problem Below" – Include all information related to the problem that you are having with this vendor. Include attachments if needed.
- b. Fax or email the completed form along with any attachments to the Purchasing Department for processing.
- c. The Purchasing Department will contact the vendor in question and attempt to resolve the issue with the vendor. The Purchasing Department will follow up with the school/department with a solution. Repeated vendor complaints concerning the same vendor may result in the Purchasing Department taking action to remove the name of any unqualified or unreliable vendor from the District bid list.

MIS 2055 REV4/01	
SCHOOL BOARD OF OKALOOSA COUNTY INTER-OFFICE VENDOR COMPLAINT FORM	
FROM: _____	DATE: _____
SCHOOL / DEPARTMENT	
TO: PURCHASING DEPARTMENT BAY AREA ADMINISTRATION 120 LOWERY PLACE SE FT WALTON BEACH, FL 32548 PH: (850) 833-7668 FAX: (850) 833-6327	
VENDOR NAME: _____	
<u>TYPE OF PROBLEM: (CHECK ONE)</u>	
PURCHASE ORDER <input type="checkbox"/> CONTRACTED SERVICE <input type="checkbox"/> OTHER <input type="checkbox"/>	
<u>REFERENCE NUMBERS:</u>	
PURCHASE ORDER #: _____ BID # _____	
<u>DESCRIBE PROBLEM BELOW:</u>	
_____ _____ _____ _____ _____	
SIGNATURE: _____	
<u>PURCHASING USE ONLY:</u>	
_____ _____ _____	

3. Vendor Application Form (MIS 2079)

- a. Any vendor wishing to do business with the School District must complete MIS 2079 Vendor Application Form.
- b. Fax or email the completed form to the Purchasing Department for processing. Once the vendor is entered into the vendor system you will be able to enter a requisition to that vendor.

 Vendor Application and Substitute Form W-9 Purchasing – Bay Area Office School District of Okaloosa County 120 Lowery Place S.E., Fort Walton Beach, FL 32548 Telephone (850) 833-7668 Fax (850) 833-6327	MIS 2079 REV 4/16						
<p>In order to comply with IRS regulations, we are requesting Taxpayer Identification information that will be used to determine whether you will receive a Form 1099 for payment(s) made to you by the school district. For questions regarding this form, please use the address or telephone number provided above. In order to comply with the IRS rules, please provide us with your social security number (SSN) or federal employer identification number (FEIN). This is <i>not</i> a request for state sales tax exemption.</p> <p>In the event this information is not provided, or should the IRS notify us that the provided information is incorrect, all payments made to you may become subject to a 28% Backup Withholding Tax Rate. Please print clearly or type.</p>							
<p>PART 1 – Please provide the correct Tax Identification Number (TIN), be it FEIN or SSN and the applicable name and address as shown on your income tax return. The TIN is (check one) <input type="checkbox"/> FEIN <input type="checkbox"/> SSN</p> <p>Federal Employer Identification Number (FEIN) _____ OR Social Security Number (SSN) _____ Example 99-9999999 Example 999-99-9999</p> <p>BUSINESS NAME _____</p> <p>NAME/BUSINESS NAME as shown on your income tax return _____</p> <p>VENDOR ADDRESS _____ CITY, STATE, ZIP _____</p> <p>PAYMENT ADDRESS _____ CITY, STATE, ZIP _____</p> <p>TELEPHONE # _____ FAX # _____ EMAIL _____</p> <p>BUSINESS CONTACT NAME _____ TELEPHONE # _____</p>							
<p>PART 2 – Mark below the number that accurately describes the business or individual completing this form:</p> <p>1. <input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETOR, SELF EMPLOYED OR SINGLE-MEMBER LLC</p> <p>2. <input type="checkbox"/> CORPORATION, PROFESSIONAL ASSOCIATION OR PROFESSIONAL CORPORATION (A corporation formed under the laws of any state within the United States) Check One <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation</p> <p>3. <input type="checkbox"/> PARTNERSHIP</p> <p>4. <input type="checkbox"/> TRUST/ESTATE</p> <p>5. <input type="checkbox"/> LIMITED LIABILITY COMPANY Check One <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership</p> <p>6. <input type="checkbox"/> NOT FOR PROFIT CORPORATION (Section 501 (c) (3) Internal Revenue Service – please attach IRS determination letter)</p> <p>7. <input type="checkbox"/> GOVERNMENTAL ENTITY (City, County, State, or U.S. Government)</p> <p>8. <input type="checkbox"/> FOREIGN CORPORATION OR ENTITY (A foreign entity formed under the laws of a country other than the United States) Is income connected with business in the United States? <input type="checkbox"/> YES <input type="checkbox"/> NO If answer is YES, complete and attach Form W-SECI</p> <p>9. <input type="checkbox"/> NONRESIDENT ALIEN (An individual temporarily in the U.S. who is not a U.S. citizen or resident)</p> <p>Under the penalties of perjury, I certify that I have examined this request and to the best of my knowledge and belief, it is true, correct and complete.</p> <p>_____ Signature/Title</p> <p>_____ Date</p>							
<p>DO NOT COMPLETE *****OFFICIAL USE ONLY FOR AS400*****DO NOT COMPLETE</p> <p>Vendor # _____ Select "E" OR "S": <input type="checkbox"/> E – Employer Identification Number <input type="checkbox"/> S – Social Security Number</p> <p>Mark applicable designation below:</p> <table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="padding: 2px;">A – Attorney</td><td style="padding: 2px;">M – Medical</td><td style="padding: 2px;">N – Nonemployee</td><td style="padding: 2px;">I – Incorporated</td><td style="padding: 2px;">R – Rent</td><td style="padding: 2px;">O – Other</td></tr></table>		A – Attorney	M – Medical	N – Nonemployee	I – Incorporated	R – Rent	O – Other
A – Attorney	M – Medical	N – Nonemployee	I – Incorporated	R – Rent	O – Other		
<p>NOTICE: Per F.S.S 119.071(5)(a), social security number is collected for financial business.</p>							

4. Petty Cash Invoice Transmittal Form (MIS 2122)

- a. Please refer to **Requisitions/Purchase Order Cycle** Section J (Item #5). Procedures for Petty Cash Funds for Schools for petty cash rules and regulations.
- b. When a school is ready to reimburse its petty cash fund, MIS 2122 Petty Cash Invoice Transmittal Form must be completed. This form is submitted to Purchasing in conjunction with a petty cash requisition/purchase order.
- c. The requisition number must be included on the form, and recurring budget codes may be consolidated onto one line.
- d. The original receipts or invoices must be attached to the form, and the total of the form must equal the total of the requisition.
- e. The form must be signed by the Principal.

SCHOOL DISTRICT OF OKALOOSA COUNTY PETTY CASH INVOICE TRANSMITTAL FORM						MIS 2122
ATTACH ORIGINAL RECEIPTS/INVOICES						
FROM:	<div></div>		DATE:	<div></div>		
	<div></div>		REQ #:	<div></div>		
TO:	Purchasing Department 120 Lowery PL SE, Rm 1, Ramp 1 Fort Walton Beach, FL 32548 (850) 833-7668, Fax (850) 833-6327					
Note: Consolidate recurring budget codes onto one line.						
FUND	FUNCTION	OBJECT	COST CNTR	PROJECT	AMOUNT	
1. <div></div>	<div></div>	<div></div>	<div></div>	<div></div>	\$ <div></div>	
DESCRIPTION: <div></div>						
2. <div></div>	<div></div>	<div></div>	<div></div>	<div></div>	\$ <div></div>	
DESCRIPTION: <div></div>						
3. <div></div>	<div></div>	<div></div>	<div></div>	<div></div>	\$ <div></div>	
DESCRIPTION: <div></div>						
4. <div></div>	<div></div>	<div></div>	<div></div>	<div></div>	\$ <div></div>	
DESCRIPTION: <div></div>						
5. <div></div>	<div></div>	<div></div>	<div></div>	<div></div>	\$ <div></div>	
DESCRIPTION: <div></div>						
6. <div></div>	<div></div>	<div></div>	<div></div>	<div></div>	\$ <div></div>	
DESCRIPTION: <div></div>						
7. <div></div>	<div></div>	<div></div>	<div></div>	<div></div>	\$ <div></div>	
DESCRIPTION: <div></div>						
8. <div></div>	<div></div>	<div></div>	<div></div>	<div></div>	\$ <div></div>	
DESCRIPTION: <div></div>						
9. <div></div>	<div></div>	<div></div>	<div></div>	<div></div>	\$ <div></div>	
DESCRIPTION: <div></div>						
TOTAL \$					<div></div>	
_____ PRINCIPAL / DEPARTMENT HEAD						

5. Service Agreement Contract for Professional Services (MIS 2124)

- a. Please refer to **Contracts and Agreements** Section H (Item #3) Service Agreements for Service Agreement rules and regulations.
- b. Service Agreements must be completed and e-mailed as an attachment to the Purchasing Buyer assigned to Service Agreement Administration. The Principal or Department Head must be aware of the Service Agreement prior to submitting the form to Purchasing.
- c. Service Agreements that do not require School Board approval should be e-mailed at least three (3) weeks prior to the beginning date of service to allow for the review, processing, and approval of the service agreement.
- d. Service Agreements that require School Board approval should be e-mailed at least three (3) weeks prior to the "Deadline for Submitting Items Date" included on the School Board Meeting Calendar. The School Board Meeting Calendar may be found on the Okaloosa County School District's home page. If unsure as to whether or not a Service Agreement will require School Board approval, please contact Purchasing.
- e. All grey areas of the Service Agreement must be completed. Be sure to include a broad detailed scope of work as to what types of services the company or individual is providing.
- f. Purchasing will review the Service Agreement. If there are any changes or clarifications needed, Purchasing will contact the school or department.
- g. Once the Service Agreement is correct, it will be assigned a number and protected so that no further changes may be made. Purchasing will then proceed with getting the required approvals from the Purchasing Program Director, School Board Attorney, Chief Financial Officer, and the School Board (if required) before the school or department may proceed with the contract.
- h. After all of the required approvals are received, the Service Agreement will be e-mailed back to the end user, School Bookkeeper, and Principal or Department Head. The school/department will then be instructed to print two copies of the Service Agreement and have the Provider sign both. Two (2) signed original Service Agreements are required. Make sure that the witness signatures are also completed. Once signed, the two original Service Agreements must be sent immediately to Purchasing by courier.
- i. When Purchasing receives the two signed original Service Agreements, the approval signature(s) will be collected. One (1) fully signed executed copy of the service agreement will be sent to the school or department with a memo stating the Service Agreement has been approved.
- j. It is the responsibility of the school or department submitting the Service Agreement to make sure that the Independent Contract (Provider) complies with all fingerprinting and badging requirements.
- k. If using district budgetary funds, the individual responsible for entering requisitions online does not have to wait until the fully signed copy of the Service Agreement is returned. The requisition may be entered as soon as the school/department has submitted the two (2) signed copies of the Service Agreement to Purchasing. The

requisition will be approved by Purchasing once the Service Agreement has gone through the proper procedures and has been approved. After the description on the requisition, the following statement must be added: "All terms and conditions apply to the S.A.# ____ (provide the S.A.# assigned). If the Service Agreement was School Board approved, also add: "School Board Approved __/__/__ (provide the date).

SA # _____

MIS 2124
Rev 10/12/16

OKALOOSA COUNTY SCHOOL DISTRICT
PURCHASING DEPARTMENT
INDEPENDENT CONTRACTOR SERVICE AGREEMENT

THIS AGREEMENT, effective this ____ day of ____, 20__, by and between ____, ____ (address), (hereinafter referred to as "Provider"), and THE SCHOOL BOARD OF OKALOOSA COUNTY, FLORIDA, 120 Lowery Place S.E., Fort Walton Beach, Florida, as the governmental agency with jurisdiction over ____ SCHOOL, (hereinafter referred to as "Recipient").

1. Scope of Work. The purpose of this Agreement is to establish the terms and conditions under which the Provider shall deliver or perform the following services indicated for the Recipient: ____ The scope of work shall hereinafter be referred to as the "Project."
2. Term. The Initial Term of this Agreement shall begin on the ____ day of ____, 20__, and shall end on the ____ day of ____, 20__. This Agreement may be renewed and/or extended by mutual agreement of the parties at the end of the Initial Term and any extended term thereafter.
3. Relationship between the Parties. Provider is contracted by the Recipient only for the purposes and to the extent set forth in this Agreement, and its relation to the Recipient shall, during the period or periods of this Agreement and the delivery of services hereunder, be that of an independent contractor. Provider shall be free to dispose of such portion of its entire time, energy, and skill during regular business hours as it is not obligated to devote hereunder to the Recipient in such a manner as it sees fit and to such persons, firms, or corporations as it chooses. Neither the Provider or its agents, employees or affiliates shall be considered as having an employee status or as being entitled to participate in any plans, arrangements, or distributions by the Recipient pertaining to or in connection with any compensation, insurance plan or other benefits as provided to Recipient's regular employees.
4. Responsibilities of Provider.
 - a. Delivery of Services: The Provider shall deliver the services required under this Agreement on the dates and at the times and places as specified herein: ____
 - b. Staff and Personnel: The Provider shall make available the following personnel and/or other resources to provide the services required under this Agreement: ____ *Are you or the person/s named a citizen of the U.S.?* ____
 - c. Finances: The Provider shall be responsible for the following costs and expenses associated with providing the services under this Agreement: *Provider is responsible for paying his/her own withholding taxes, all other employment related taxes or costs and all travel and other expenses incurred by Provider in the delivery of services hereunder.*

6. Service Agreement Contract for Law Enforcement (MIS 2125)

- a. See Section L.5 for further information.

SA # _____	MIS 2125 Rev 05/09/16
<p><u>OKALOOSA COUNTY SCHOOL DISTRICT</u> <u>PURCHASING DEPARTMENT</u> <u>INDEPENDENT CONTRACTOR SERVICE AGREEMENT FOR LAW ENFORCEMENT</u></p>	
<p>THIS AGREEMENT, effective this _____ day of _____, 20____, by and between _____, _____ (address), (hereinafter referred to as "Provider"), and THE SCHOOL BOARD OF OKALOOSA COUNTY, FLORIDA, 120 Lowery Place S.E., Fort Walton Beach, Florida, as the governmental agency with jurisdiction over _____ SCHOOL, (hereinafter referred to as "Recipient").</p>	
<p>1. <u>Scope of Work.</u> The purpose of this Agreement is to establish the terms and conditions under which the Provider shall deliver or perform the following services indicated for the Recipient: Provide on-site security services for school sponsored athletic events and other programs and activities during the _____ school year as requested by the school principal. The starting and ending times for the delivery of the security services shall be established for each event or activity by the school principal or his/her designee. The scope of work shall hereinafter be referred to as the "Project."</p>	
<p>2. <u>Term.</u> The Initial Term of this Agreement shall begin on the _____ day of _____, 20____, and shall end on the _____ day of _____, 20____. This Agreement may be renewed and/or extended by mutual agreement of the parties at the end of the Initial Term and any extended term thereafter.</p>	
<p>3. <u>Relationship between the Parties.</u> Provider is contracted by the Recipient only for the purposes and to the extent set forth in this Agreement, and its relation to the Recipient shall, during the period or periods of this Agreement and the delivery of services hereunder, be that of an independent contractor. Provider shall be free to dispose of such portion of its entire time, energy, and skill during regular business hours as it is not obligated to devote hereunder to the Recipient in such a manner as it sees fit and to such persons, firms, or corporations as it chooses. Neither the Provider or its agents, employees or affiliates shall be considered as having an employee status or as being entitled to participate in any plans, arrangements, or distributions by the Recipient pertaining to or in connection with any compensation, insurance plan or other benefits as provided to Recipient's regular employees.</p>	
<p>4. <u>Responsibilities of Provider.</u></p> <p>a. <u>Delivery of Services:</u> The Provider shall deliver the services required under this Agreement on the dates and at the times and places as specified herein: _____</p> <p>b. <u>Staff and Personnel:</u> The Provider shall make available the following personnel and/or other resources to provide the services required under this Agreement: _____ <i>Are you or the person/s named a citizen of the U.S.?</i> _____</p> <p>c. <u>Finances:</u> The Provider shall be responsible for the following costs and expenses associated with providing the services under this Agreement: <i>Provider is responsible for paying his/her own withholding taxes, all other employment related taxes or costs and all travel and other expenses incurred by Provider in the delivery of services hereunder.</i></p> <p>d. <u>Supervision, Monitoring, and Evaluation:</u> The Provider shall be responsible for the supervision of all of its personnel and/or agents assigned to provide services under this Agreement. Additionally, the</p>	
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7. Service Agreement Contract for Business Manager (MIS 2127)

- a. See Section L.5 for further information.

SA # _____	MIS 2127 Rev 05/09/16
<u>OKALOOSA COUNTY SCHOOL DISTRICT</u> <u>PURCHASING DEPARTMENT</u> <u>INDEPENDENT CONTRACTOR BUSINESS MANAGER SERVICE AGREEMENT</u>	
<p>THIS AGREEMENT, effective this _____ day of _____ 20____, by and between _____, _____ (address), (hereinafter referred to as "Provider"), and THE SCHOOL BOARD OF OKALOOSA COUNTY, FLORIDA, 120 Lowery Place S.E., Fort Walton Beach, Florida, as the governmental agency with jurisdiction over _____ SCHOOL, (hereinafter referred to as "Recipient").</p>	
<p>1. <u>Scope of Work</u>. The purpose of this Agreement is to establish the terms and conditions under which the Provider shall deliver or perform the following services indicated for the Recipient: Provide detailed student financial account services for the _____ School _____ Internal Fund Account. The director/school sponsor of the activity or organization shall retain ultimate responsibility and accountability for the Internal Fund Account. The scope of work shall hereinafter be referred to as the "Project."</p>	
<p>2. <u>Term</u>. The Initial Term of this Agreement shall begin on the _____ day of _____ 20____, and shall end on the _____ day of _____ 20____. This Agreement may be renewed and/or extended by mutual agreement of the parties at the end of the Initial Term and any extended term thereafter.</p>	
<p>3. <u>Relationship between the Parties</u>. Provider is contracted by the Recipient only for the purposes and to the extent set forth in this Agreement, and its relation to the Recipient shall, during the period or periods of this Agreement and the delivery of services hereunder, be that of an independent contractor. Provider shall be free to dispose of such portion of its entire time, energy, and skill during regular business hours as it is not obligated to devote hereunder to the Recipient in such a manner as it sees fit and to such persons, firms, or corporations as it chooses. Neither the Provider or its agents, employees or affiliates shall be considered as having an employee status or as being entitled to participate in any plans, arrangements, or distributions by the Recipient pertaining to or in connection with any compensation, insurance plan or other benefits as provided to Recipient's regular employees.</p>	
<p>4. <u>Responsibilities of Provider</u>.</p> <p>a. <u>Delivery of Services</u>: The Provider shall deliver the services required under this Agreement on the dates and at the times and places as specified herein: _____</p> <p>b. <u>Staff and Personnel</u>: The Provider shall make available the following personnel and/or other resources to provide the services required under this Agreement: _____ Are you or the person/s named a citizen of the U.S.? _____</p> <p>c. <u>Finances</u>: The Provider shall be responsible for the following costs and expenses associated with providing the services under this Agreement: <i>Provider is responsible for paying his/her own withholding taxes, workmen's compensation coverage premiums, surety bond premiums, all other employment related taxes or costs and all travel and other expenses incurred by Provider in the delivery of services hereunder.</i></p> <p>d. <u>Supervision, Monitoring, and Evaluation</u>: The Provider shall be responsible for the supervision of all of its personnel and/or agents assigned to provide services under this Agreement. Additionally, the</p>	
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8. Purchasing Card Application (MIS 2135)

- a. To apply for an Okaloosa County School District Purchasing Card (Visa), complete this form in its entirety and scan/email or fax to the Purchasing Department. Complete one form for each type of account requested.

<p>School District of Okaloosa County Purchasing Department</p> <p>Purchasing Card Application</p> 	<p>MIS 2135 Rev 08/17</p>
<p><small>INSTRUCTIONS: To apply for an Okaloosa County School District Purchasing Card, complete this form in its entirety and scan/email or fax (833-6327) to the Purchasing Department. Complete one form for each type of account requested.</small></p>	
<p>Type of Account (Check one): District Purchasing Card _____ Internal Account Purchasing Card (Individual) _____ Internal Account Purchasing Card (Site) _____ Number of Internal Acct Site Cards Ordered: _____</p>	
<p>School/Department Name: _____</p>	
<p>Cost Center: _____</p>	
<p>Cardholder Name: _____</p>	
<p>EID Number: _____</p>	
<p>Date of Birth: _____</p>	
<p>Job Title of Cardholder: _____</p>	
<p><i><small>Note: School Name, Cost Center, Number of Cards ordered, and Principal Signature are all that is required to order Internal Account Site Cards.</small></i></p>	
<p>I authorize the issuance of a Purchasing Card to the individual listed above. If ordering an Internal Account Site Card I authorize the issuance of this card.</p>	
<p>Principal/Department Head Signature: _____</p>	
<p>Date: _____</p>	
<p>For Purchasing Dept. Use Only</p>	
<p>Monthly Credit Limit: _____</p>	
<p>Single Transaction Limit: _____</p>	
<p>Purchasing Director Signature: _____ Date: _____</p>	