



SCHOOL DISTRICT OF OKALOOSA COUNTY

TECHNICAL ASSISTANCE MEMORANDUM

FINANCE

FINANCE TAM: 2004-019
CONTACT: Richard D. Norris, CPPB
Program Director
Purchasing
TELEPHONE: 833-7668

TO: Principals and Department Heads
FROM: Patricia Wascom, Chief Financial Officer
DATE: July 1, 2004
SUBJECT: Procedures for Service Agreements

Every child within the Okaloosa County Public School System deserves a quality education in a safe and secure school, surrounded by nurturing professionals prepared to provide the child all that is required to make him/her a productive, concerned, and involved citizen. You are constantly seeking to secure creative and innovative supplies, equipment, and materials (commodities) to both supplement and compliment the child's educational experience that takes place within each classroom of your school. Throughout this TAM, we have provided you with a clear, concise, and easy to understand way of purchasing these commodities.

Other purchases may be necessary in order to support the teaching/learning experience. Effective education goes beyond the classroom teacher, support personnel, and the purchase of commodities. To provide a well-rounded education, you may require the acquisition of essential professional services.

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 probably purchase professional services in areas such as:

- Staff Development
- Program Evaluation
- Curriculum Development
- Direct Student Services (e. g., psychological and other related services)
- Artistic performances and educational programs and services offered by cultural institutions and arts organizations

NOTE: Most of the professional services listed above, are usually purchased centrally or through district offices. There will be times, however, that individual school sites may need to purchase these services.

Employee or Independent Contractor? The IRS's general rule is that "an individual is an Independent Contractor if you, the person for whom the services are performed, have the right to control or direct only the result of the work and not the means and the methods of accomplishing the results."

If the Provider is a retiree in the Florida Retirement System (the "FRS") then Provider, shall be responsible for obtaining any necessary approval in writing from FRS before entering into the Agreement to insure that there will not be an impact in Providers retirement benefit payment. The School Board shall not be liable to the Provider, under any circumstance, for any loss or impact of Provider retirement benefits.

Florida Retirement System Contact: Florida Retirement System, Enrollment Section - Pat Ochoa. Phone 850-488-8837. Web site: www.frs.state.fl.us/ Florida Administrative Code 60S-6.001

Why Competitive Bidding?

Some contractual services and commodities are not subject to the competitive solicitation process and are exempt by Florida Statutes 287.057(f).

The Purchasing Department in conjunction with the School or Department that is seeking a professional Service Agreement will conduct the processes below.

Once the need for procurement of a particular professional service is identified; a philosophy must prevail that the purchase of this service will be in the best interest of the students and staff of the public school system. One method of ensuring this is to have Agreement awards made through a competitive process. This involves soliciting proposals from at least three vendors and establishing a method for selecting the vendor. When deciding on which vendor to choose for a professional service, price is not necessarily the sole determinant. The selection should be made based on a set of criteria, such as a vendor's experience, quality of past performance, etc., you must document the criteria you used for audit purposes. This process provides taxpayers with the greatest assurance that goods and services are procured in the most prudent and economical manner, that goods and services of desired quality are being acquired based on the best value and that procurements are reasonable and not influenced by favoritism, fraud, or corruption.

Purchasing Thresholds – Businesses

When competitive bidding is required, as it is in most cases, you must follow certain guidelines that are dictated by the monetary threshold of the purchase. Before doing so, we suggest that you review Purchasing Procedures (from School Board Fiscal Management Policy – Chapter 2, Section 2-17) that can be found in the Okaloosa County School District Purchasing Guide. Once you have determined the funding source and established the correct Object Code(s), you should estimate how much the service would cost.

The recommended approach is to contact a number of offerors who have viable products and to spend some time evaluating at least a cross-section of possible solutions so that an assessment is made of potential solutions that are available.

Obtain example RFP's and Agreements from other governmental entities. The Purchasing Department staff maintains a library of procurement documents and Agreements. Frequently, one or more similar procurements have previously been conducted. If a similar procurement has been performed in the past, the best sources of information are the Purchasing Department staff and the Agreement file that should contain the RFP document, correspondence, the Evaluation Committee Report, and list of sources. A review of the RFP documents along with a conversation with the Purchasing Department staff can give the procurement a significant head start. Even a bad example is frequently useful. It will provide information on what not to do.

The following are places to begin looking for examples and a list of potential sources:

- Purchasing Department
- Published product evaluations
- Trade publications
- Other states, cities, counties with similar requirements
- National associations
- Other in-state entities with similar requirements
- Federal agencies
- Requests for information

Based on the cost of the commodity or service the procedures outline below should be followed:

\$250 or Less:

- Competitive solicitation is not required.
- Make your purchases via a Purchase Order (PO).
- Prior to commence of the delivery of services all individual providers that will have direct contact with students must file a complete set of fingerprints taken by an authorized law enforcement officer or by an employee of the school or district who is trained to take fingerprints.

\$251 - \$4,999:

- School/Department can solicit proposals via telephone, fax, etc. from at least three vendors.
- School/Department receives proposal responses from vendors.
- School/Department must review the proposals and document the process and basis for selection of the vendor recommended for the award of Agreement.
- Complete Professional Service Agreement (PSA).
- Forward completed Original signed PSA (**2 copies**) to the Purchasing Department for review and forwarding to Finance and the School Board Attorney for review.
- Purchasing Department will add reviewed PSA to the next School Board Agenda for approval and signatures.
- Board approved PSA then will be sent back to issuing school or department for on-line requisition.
- Make purchases via Professional Service Agreement (PSA) Purchase Order (PO).
- Prior to commence of the delivery of services all individual providers that will have direct contact with students must file a complete set of fingerprints taken by an authorized law enforcement officer or by an employee of the school or district who is trained to take fingerprints.

\$5001 - \$10,000:

- Purchasing Department will solicit written proposals from at least three vendors.
- Purchasing Department must solicit proposals via telephone, fax, etc. from at least three vendors.
- Purchasing Department must receive proposal responses from vendor(s).
- Purchasing Department will forward proposals to school or department.
- School/Department must review the proposals and document the process and basis for selection of the vendor recommended for the award of Agreement.
- Return written recommendation to Purchasing Department.
- Complete PSA.
- Forward completed Original signed PSA (**2 copies**) to the Purchasing Department for review and forwarding to Finance and the School Board Attorney for review.
- Purchasing Department will add reviewed PSA to the next School Board Agenda for approval and signatures.
- Board approved PSA then will be sent back to issuing school or department for on-line requisition.
- Make purchases via Professional Service Agreement (PSA) Purchase Order (PO).
- Prior to commence of the delivery of services all individual providers that will have direct contact with students must file a complete set of fingerprints taken by an authorized law enforcement officer or by an employee of the school or district who is trained to take fingerprints.

\$10,001 - \$24,999:

- Purchasing Department will solicit written proposals from at least three vendors.
- Purchasing Department will formally advertise in the newspaper, and any additional publication you desire at time of mailing.
- Purchasing Department must receive proposal responses from vendor(s).
- Proposals from vendors must be sealed, and then recorded at a scheduled public opening.
- School/Department must review the proposals and document the process and basis for selection of the vendor recommended for the award of Agreement.
- Return written recommendation to Purchasing Department.

- Complete PSA.
- Forward completed Original signed PSA (**2 copies**) to the Purchasing Department for review and forwarding to Finance and the School Board Attorney for review.
- Purchasing Department will add reviewed PSA to the next School Board Agenda for approval and signatures.
- Board approved PSA then will be sent back to issuing school or department for on-line requisition.
- Make purchases via Professional Service Agreement (PSA) Purchase Order (PO).
- Prior to commence of the delivery of services all individual providers that will have direct contact with students must file a complete set of fingerprints taken by an authorized law enforcement officer or by an employee of the school or district who is trained to take fingerprints.

What is an Informal Solicitation Process for \$25,000 or less?

Most of the professional services you will be purchasing will cost \$25,000 or less. In these circumstances, schools/departments or the purchasing department must solicit written proposals from at least three appropriate vendors based on the above dollar thresholds and procedures. This solicitation, while not a formal process, should be in the form of a one to two page document containing a detailed description of the services desired. The vendor selected will be based on one or more criteria, which must be indicated in this document.

Some suggested criteria are:

- Number of years of experience
- Service methods proposed
- References
- Track record
- Price

What are the procedures for \$25,000 and above?

- Purchasing Department will solicit formal written proposals from at least three vendors.
- Purchasing Department must formally advertise in the newspaper, and any additional publications you desire at time of mailing.
- Purchasing Department must receive written proposals responses from vendor(s).
- Proposals from vendors must be sealed, and then read at a scheduled public opening.
- School/Department must review the proposals and document the process and basis for selection of the vendor recommended for the award of Agreement.
- Return written recommendation to Purchasing Department.
- Complete PSA.
- Forward completed Original signed PSA (**2 copies**) to the Purchasing Department for review and forwarding to Finance and the School Board Attorney for review.
- Purchasing Department will add reviewed PSA to the next School Board Agenda for approval and signatures.
- Board approved PSA then will be sent back to issuing school or department for on-line requisition.
- Make purchases via Professional Service Agreement (PSA) Purchase Order (PO).
- Prior to commence of the delivery of services all individual providers that will have direct contact with students must file a complete set of fingerprints taken by an authorized law enforcement officer or by an employee of the school or district who is trained to take fingerprints.

In order to successfully acquire professional services in the most efficient and cost-effective manner, it is very important to plan ahead. If, as a result of your planning, you anticipate that expenditure will exceed \$25,000 during the course of the fiscal year, please contact the Purchasing Department at the district office for assistance in issuing a RFP, formally advertising, and entering into a formal Agreement.

The Service Agreement can be found at www.okaloosa.k12.fl.us/purchasing/ in the Forms section in PDF and Word ready for your use.

If you have any questions, please contact Richard D. Norris at 833-7668.

cc: Superintendent
Assistant Superintendents
Chief Officers

Attachment

ELEMENTS OF AN ACCEPTABLE WORK PLAN

An acceptable work plan requires the vendor to answer the following questions:
Who? What? How? When? Where?

Who?	Who is the vendor? What is the vendor's full business name and address? Who is the vendor's contact person with telephone number, facsimile number, and electronic mail address? Who on the vendor's staff will perform the services? Include resumes for the key staff members who will perform the services, as appropriate.
What?	<p>What services will the vendor and its staff provide to the Board? An acceptable work plan requires the vendor to provide the three "Ds": details, details, details.</p> <p>A general paragraph or two about the vendor and its program is not sufficient detail. A "sales pitch/puff piece" from the vendor describing how wonderful its program is and what accolades have been received is also not sufficient detail.</p> <p>If the vendor will provide a menu of workshops and/or courses, the vendor must describe those workshops and/or courses offered in detail: the subjects to be covered; the syllabus to be provided for each workshop and/or course offered; the materials (manuals/books/ work sheets) that will be provided to the participants; the numbers of people who may attend each workshop and/or course offered.</p> <p>If the vendor will provide any other program services (i.e., curriculum development, proposal writing, program evaluation), it must provide details on any and all of the services it intends to provide.</p> <p>What goals and objectives does the vendor expect to achieve?</p> <p>What deliverables does the vendor intend to provide to the Board? Any reports? Any evaluations?</p>
How?	How does the vendor intend to achieve the goals and objectives set forth? What is the methodology the vendor intends to use to achieve its goals and objectives? The answers to these questions will be part of the details, details, details discussed above.
When?	When and for how long will the vendor provide the services? Are there days, dates, and times when the vendor will provide the workshops and courses? Is there a time line the vendor intends to follow in its provision of the services, workshops, and courses, so as to meet its goals and objectives?
Where?	Where will the services be provided? At the Board's location(s) or at the vendor's location(s)? What facilities will the vendor provide to the Board's attendees?

SCHOOL DISTRICT OF OKALOOSA COUNTY
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 SE Lowery Place, Fort Walton Beach, Florida, as the governmental agency with jurisdiction over _____ SCHOOL, (hereinafter referred to as "Recipient").

1. Purpose. 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. 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:

- 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 and all other employment related taxes or costs.

- d. Supervision, Monitoring, and Evaluation: 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 Provider shall be responsible for the constant monitoring of the quality of service delivered to insure the highest standards of service are being provided to the Recipient under this Agreement in order to achieve a maximum benefit to the Recipient, its employees, students, and the families of students that are to be the

recipients of these services. The Provider shall work mutually with the Recipient to provide an evaluation of the delivery and impact of the services made available under this Agreement and shall further provide to the Recipient any and all data or other materials maintained or collected by Provider in the course of performing this Agreement.

- e. Confidentiality: The Provider shall only be entitled to receive records and information from the Recipient which can be lawfully made available to Provider, and in such event the Provider shall be held strictly accountable for the protection of such records and information consistent with both state and federal laws protecting the confidentiality of juvenile and student records and other information which may be available through the Recipient which is necessary for Provider to deliver the services required hereunder.
 - f. Official Representative: The Provider shall be responsible for providing an official representative and contact person to conduct all communications with the Recipient and to be responsible for the ongoing administration of this Agreement. *The Provider hereby designates _____ as the official representative for the purposes of administering this Agreement with the Recipient.*
 - g. Florida Retirement System: If the provider is a retiree in the Florida Retirement System (the "FRS") then Provider, shall be responsible for obtaining any necessary approval in writing from FRS before entering into the Agreement to insure that there will not be an impact in Providers retirement benefit payment. The School Board shall not be liable to the Provider, under any circumstance, for any loss or impact of Provider retirement benefits.
4. Responsibilities of the Recipient.
- a. Financing: The Recipient shall be responsible for the following costs and/or expenses associated with Provider's delivery of services under this Agreement: The Provider will be paid \$_____ per _____. All funds are being paid by Schools/Department. Funding is out of the following budget: Fund _____ Function _____ Object _____ Cost Center _____ Project _____
 - b. Confidentiality: The Recipient shall be responsible for insuring that all records and other information in its possession are properly handled under both state and federal confidentiality laws protecting the rights of juveniles and students.
 - c. Monitoring and Evaluation: The Recipient and/or its designee under this Agreement shall participate with Provider to monitor the delivery of services under this Agreement and further to coordinate any service or program evaluation that may be necessary during or at the conclusion of the term of this Agreement.
 - d. Program Support: The Recipient and/or designee under this Agreement shall make available to the Provider, its employees and/or agents in the course of their delivery of services under this Agreement the following facilities and/or resources to assist provider in the quality delivery of services: _____

- e. Official Representative: The Recipient shall be responsible for providing an official representative and contact person to conduct all communications with Provider and to be responsible for the ongoing administration of this Agreement. The Recipient hereby designates _____.
5. Modification. This Agreement may be modified from time to time but only upon written mutual consent of the parties hereto.
6. Disputes. In the event a dispute should arise between the parties as to the delivery of services under this Agreement, the Recipient hereby authorizes its Superintendent of Schools to work with the Provider to resolve any such disputes. In the event that the Superintendent of Schools and the Provider are unable to resolve the dispute, the matter shall be referred back to the Recipient for final resolution.
7. Termination. This Agreement may be terminated by either party with or without cause upon thirty (30) days written notice to the other. In the event that the Recipient should terminate this Agreement prior to its expiration, it shall be liable for payment of only the pro rata portion of any financial obligations that are due to Provider through the date of termination.

THIS AGREEMENT entered into and made effective as of the date first above written.

RECIPIENT:

THE SCHOOL BOARD OF
OKALOOSA COUNTY, FLORIDA

ATTEST:

By: _____
Don Gaetz
Superintendent of Schools

By: _____
Lucinda J. Frakes
Chairman

PROVIDER:

WITNESSES:

Signature: _____

By: _____

Printed Name: _____

Date Signed: _____

Signature: _____

Printed Name: _____

APPROVED BY: PURCHASING ☐ FINANCE ☐ ATTORNEY ☐