

6Gx53-5.008 PURCHASING REQUIREMENTS:

Purchasing policies include all requirements outlined in Florida Administrative Code 6A-1.012 with the following modifications:

I. Requisition/Purchase Order Forms: All requests for purchases shall originate upon prescribed Requisition/Purchase Order forms submitted and approved by a school principal, director, Assistant Superintendent, Career Center Business Manager, or their properly designated representative.

A. Approval and Certification: Such requests shall be approved by the Director of Purchasing, or a properly designated representative, and certified by the Superintendent of Schools.

B. Certification of Delivery for Payment: Certification of Delivery for payment on all Purchase Orders shall be on prescribed forms to certify receipt of goods/services by a school principal, director, Superintendent, Superintendent of Schools, Director of Purchasing, or their properly designated representative.

C. Internal Accounts/School Food Services Program: The above requirements do not apply to purchases from Internal Accounts or the School Food Services Program. See the Internal Accounts Manual and Food Service Manual for specific purchasing instructions. The purchase of food using federal funds for programs other than the Food Services Department is allowed where federal program guidelines permit such purchases.

II. Surplus Material or Equipment: When recommended by the Superintendent, the Board may authorize designated personnel to purchase surplus material or equipment from the Florida Department of General Services, Division of Surplus Property. All such purchases shall be coordinated through the Purchasing Department to determine the need for materials and availability of storage space.

III. Standards and Specifications: Standards and specifications shall be developed for all equipment, materials, supplies, and services in regular use.

A. Designated Personnel: Such standards and specifications shall be developed by program coordinators, supervisors, directors, or Assistant Superintendents, with the assistance of the Purchasing Department.

B. Bid Invitations: Bid invitations and resulting purchases shall be in accordance with such standards and specifications.

C. Deviation: Upon bid award the standards and specifications in the bid will be adopted for the bid period affected, and any deviation there from can be authorized only by the School Board.

D. Annual Review: Standards and specifications shall be reviewed annually by all parties affected and revised as needed.

IV. Competitive Bids: Insofar as practical, all equipment, materials, supplies, and services used in quantity shall be bid and purchased on a countywide basis.

A. Cost Limit: Unless the School Board sets a lower limit, formal competitive bids shall be obtained on equipment, materials, supplies, and services that categorically and collectively cost in excess of the amount specified in the Florida Administrative Code 6A-1.012. Failure to logically combine requests or attempts to split requests would be an evasion of this policy.

B. Consideration: The School Board shall receive and give consideration to the prices available to it through the use of the program for on-line procurement of commodities and contractual services as referenced in Section 287.057 (23) (a), under the rules of the Department of Management Services, Division of Purchasing.

C. Exclusions:

1. Those items specifically excluded by Florida Administrative code, and
2. Services in those instances when competitive bidding is not feasible or otherwise required by law.

D. Quotations: When deemed advisable and practical by the Director of Purchasing, quotations shall be obtained on purchases of items costing less than the amount specified in Florida Administrative Code 6A-1.012.

E. Inventory: When in the best interest of the school system, certain items will be maintained in inventory for countywide distribution.

V. Bid Protest: A bidder who wishes to file a protest pertaining to a bid must file such notice in accordance with the procedures prescribed by Florida Statute 120.57 (3) and School Board Policy 6Gx53-5.008, V, enumerated below. For bids solicited by the Purchasing Department, the notice must be filed with the Purchasing and Warehousing Director. For bids solicited by the Facilities Division, the notice must be filed with the Assistant Superintendent of Facilities and Operations.

All bid solicitations and notices of intended decisions with respect to contract awards shall set forth the following statements: "Failure to follow the requirements of the bid protest procedures established by The School Board of Polk County, Florida shall constitute a waiver of all protest rights. Failure to file a protest within the time prescribed in Florida Statute Section 120.57(3), shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

A. Any person who may be adversely affected by a notice of decision or intended decision with respect to award of any bid shall file a written notice of intent to file a formal protest. The notice of intent to file a formal protest must be received in the Purchasing Department or the Facilities Department not later than 72 hours after the posting of the notice of intended award. A written formal protest of intended bid award shall be filed within 10 calendar days after the date of receipt of the initial notice of intent to file a protest. With respect to a protest of the terms, conditions, and specifications contained in an invitation to bid or request for proposal the written notice of intent to file a formal protest must be received in the Purchasing Department or the Facilities Department not later than 72 hours after the posting of the solicitation. The formal written protest shall be filed within 10 calendar days after the date of receipt of the initial notice of intent to file a protest. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays and School Board holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph. If the tenth day in which to file a formal written protest falls on a Saturday, Sunday or holiday, the formal written protest must be filed the next day.

B. A notice of protest or a formal written protest is filed when it is received in its entirety in the Purchasing Department or the Facilities Department. It is the sole responsibility of the protestant filing the protest to be certain that the protest is properly and completely filed. The decision as to the time that the protest is filed in its entirety in Purchasing or Facilities is solely that of the School Board.

C. The notice of intent shall state the basis of the protest and shall clearly indicate that its purpose is to serve as notice of intent to file a formal protest. Failure to either so clearly indicate its intent or to file the notice on a timely basis shall constitute a waiver of any remedy provided under the bid protest procedures.

D. Upon receipt of the notice of intent to file a protest, the solicitation or contract award process shall stop until the protest is resolved; unless the Superintendent sets forth in writing particular facts and circumstances

which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the health, safety, or welfare of the public or students. When the Superintendent so notifies the School Board, then the Superintendent is authorized to continue the bid solicitation process or the contract award process and to release Purchase Orders for purchases regardless of the protest.

E. When the solicitation or contract award process is stopped due to the filing of intent to file a formal written protest, the School Board authorizes the extension of any existing contract for the goods or services contained in bid or request for proposals being protested under whatever terms and conditions are determined by the Superintendent to be in the best interest of the School Board until such time as the new solicitation or award under protest can be approved by the School Board.

F. The protesting party shall deposit \$500 in the form of a cashier's check, made payable to The School Board of Polk County, Florida along with their formal protest. Said amount shall be deposited with the Director of Purchasing or the Assistant Superintendent of Facilities and Operations to defray the costs incurred in considering the protest. Said amount shall be recovered if the protesting party should prevail. Failure to file the protest on a timely basis shall constitute a waiver of the right to seek any remedy provided under the bid protest procedures.

G. The formal written protest shall contain the following information:

- 1) Bid identification number and title
- 2) The name and address of the protesting party and the title or position of the person submitting the bid protest
- 3) A statement of the facts alleged and the rules, regulations, and law entitling the protesting party to relief
- 4) A statement indicating the relief sought by the protesting party
- 5) Such other information as the protesting party deems to be material to the issues.

H. The Bid Dispute Committee shall consist of the Purchasing Director or Assistant Superintendent of Facilities and Operations or designee, the School Board attorney or designee, and the Superintendent of Schools or designee. The Bid Dispute Committee shall meet with the protesting party

within seven (7) days, excluding Saturdays, Sundays, and Board holidays, after receipt of the formal written protest.

I. The purpose of the meeting is to provide an opportunity to: 1) Review the basis of the bid protest; 2) To evaluate the facts and merits of the protest; and, if possible, 3) To reach a resolution of the bid protest that is acceptable to the parties.

J. If the subject of a protest is not resolved by mutual agreement within seven days, excluding Saturdays, Sundays, and Board holidays, after the receipt of the formal written protest, and if there is no disputed issue of material fact, an informal proceeding shall be conducted pursuant to Chapter 120.57(2), Florida Statutes, and applicable School Board rules before a person whose qualifications have been prescribed by rules of the School Board.

K. If the subject of a protest is not resolved by mutual agreement within seven days, excluding Saturdays, Sundays, and School Board holidays, after the receipt of the formal written protest, and if there is a disputed issue of material fact, the School Board shall refer the protest to the Division of Administrative Hearings for proceedings under Chapter 120.57(1), Florida Statutes, upon the written request of the protestant. This written request by the protestant shall be filed at the same place at which the formal written protest was filed within three days, excluding Saturdays, Sundays, and legal holidays, after the attempt to resolve the protest by mutual agreement.

L. Any person who files a written request that the protest be referred to the Division of Administrative Hearings shall post with the School Board, at the time of filing the written request, a bond, payable to The School Board of Polk County, Florida, in an amount equal to (1%) of the Board's estimate of the total value of the contract, but not less than \$500 or more than \$5,000, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, or money order will be an acceptable form of security. If, after completion of the Administrative Hearing process and any appellate court proceedings, the School Board prevails, then the School Board shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the protestor security will be returned. If the protestant prevails, then the protestant shall recover from the School

Board all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees.

M. Upon receipt by the School Board of a recommended order as the result of proceedings by the Division of Administrative Hearings due to the filing of a formal written protest, then the School Board has the final decision whether to accept or reject the protest. A final order shall be entered by the School Board within 30 days of the entry of a recommended order. The provisions of this Rule may be waived upon stipulation by all parties.

VI. LOCAL PREFERENCE:

A. APPLICATION AND EXCLUSIONS:

The provisions of this policy shall apply to every purchase requiring formal sealed bids and construction management subcontractor bids irrespective of funding source, except as otherwise specified by law. The provisions of this policy shall not apply to those purchases which may be exempt from the sealed bidding process and those purchases with respect to which the bid process may be waived/not required as defined in School Board Policy or State Board of Education Rules or applicable State Statutes; purchases from contracts awarded by other city, or county governmental agencies, other school boards, community colleges, or state university system cooperative bid agreements; purchases pursuant to Requests for Proposals; purchases from any State of Florida Contract, Agreement or Pool Purchases; and purchases from General Services Administration schedules or contracts when allowed by law or rule.

It shall be the policy of the Polk County School Board to afford local preference to Polk County vendors in the execution of this policy. For purposes of this provision the term "Polk County vendor" means any business having a physical location within the boundaries of Polk County at which employees are located and from which business is regularly transacted. The local preference policy shall be implemented in the following manner:

When two or more vendors submit identical bids for an item or items, the bid award will be determined using the order in the following procedure. This procedure does not preclude the possibility of splitting a bid award if the vendors agree to such a split and the split is determined to be in the best interest of the Board.

B. LOCAL PREFERENCE PROCEDURE

The following shall be considered, in order;

1. If some of the vendors have a place of business in Polk County and some do not, then preference shall be given to a bid received from a vendor that has a place of business in Polk County that certifies it has implemented a drug free workplace program in accordance with Section 287.087, Florida Statutes. If no Polk County vendors certify their compliance as described herein, then preference shall be given to a bid received from a vendor that does not have a place of business in Polk County, but that has certified their compliance. In order to receive preference, a signed certification of compliance must have been received with the bid response.
2. If all vendors reside in Polk County preference shall be given to a bid received from a business that certifies that it has implemented a drug free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive preference, a signed certification of compliance must have been received with the bid response.
3. If no vendors reside within Polk County, preference shall be given to a bid received from a business that certifies that it has implemented a drug free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive preference, a signed certification of compliance must have been received with the bid response.
4. If multiple bids, or no bids include a certificate of compliance, the tie will be broken by a coin toss. The coin toss will be witnessed by the Buyer and witnessed by another Board employee.

C. SEVERABILITY:

If any portion of this policy is for any reason held unconstitutional or otherwise invalid by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

Statutory Authority: Florida Statutes 1001.32, 1001.41, 1001.42, 1001.43

Laws Implemented: Florida Statutes 1010.04, 1011.06, 1011.07

Adopted: July 26, 1972

The School Board of Polk County, Florida
Policy 5.008

Readopted: April 28, 1987

Amended:

September 11, 1974

December 18, 1974

April 23, 1980

December 9, 1981

May 26, 1982

November 28, 1985

July 22, 1986

June 25, 1987

November 8, 1988

January 28, 1992

January 27, 2004

May 30, 2006

September 23, 2008