

**Revisions to the Purchasing Policy are due to:**

- **Add Federal Purchasing Guidelines**
- **Add Superintendent & Designee Authority (Purchase Order/Contracts)**
- **Add FL DOE Rule 6A-1.012 regrading Competitive Solicitation Exemptions**
- **Change Director to Supervisor of Purchasing**

## SECTION V BUSINESS AFFAIRS

### 5.02 GENERAL POLICIES

#### A. Purchasing

The School Board recognizes that maximum economy and efficiency are best achieved through a centralized purchasing function. All purchases that are paid from School District funds shall be the responsibility of the Superintendent except to the extent expressly noted hereinafter. No person, unless authorized to do so under this policy, may make any purchase or enter into any contract involving the use of Board funds. The Board shall not knowingly approve unauthorized expenditures. The following provisions shall govern purchasing and bidding other than for capital projects, which are addressed in Board policy. Any Board employee who has purchasing authority shall consider first the interests of the Board in all purchases and seek to obtain the maximum value for each dollar expended; not solicit or accept any gifts or gratuities from present or potential vendors which might influence or appear to influence purchasing decisions; and refrain from any private business or professional activity that might present a conflict of interest in making purchasing decisions on behalf of the Board.

This policy shall generally apply to the District's purchase of commodities and contractual services, except it shall not apply to:

- A. employment contracts;
- B. acquisition of architectural, engineering, landscape architectural, construction management at risk, registered surveying and mapping, or other services pursuant to Board Policy;
- C. acquisition of professional services as provided for in F.A.C. 6A-1.012(11)(a);
- D. contracts which are exempted, in whole or in part, from this policy's requirements, as set forth below;
- E. proposals and agreements for public-private partnerships with private entities for qualifying projects pursuant to F.S. 255.065.

1. The ~~Director~~ Supervisor of Purchasing will be responsible for organizing and administering acquisitions for the district in accordance with responsibility and authority delegated by the District's Superintendent, School Board and resultant policies. The ~~guidelines and~~ procedures outlined in the ~~Purchasing Handbook regarding of Centralized Purchasing~~ approved by the School Board will be used by the District Purchasing Department in its conduct of business.

2. Insofar, as possible or practical, all purchases from budgeted funds shall be based on requisitions. Each requisition shall be properly financed, budgeted, and encumbered prior to issuing a purchase order. Purchases of goods or services should not precede a requisition or purchase order, except in the event of an emergency as described below. Requisitions must be approved by either the Principal, the Department ~~head~~ Administrator or designee prior to issuance of the purchase order. ~~No person, unless authorized to do so under regulations of the Board, may make any purchase involving the use of school funds; no expenditures for unauthorized purchases will be approved for payment by the Board.~~

3. Purchase orders will be executed by the ~~Director~~ Supervisor of Purchasing. A properly completed purchase order form is to be considered a contract for goods, services, supplies or equipment between the School Board and a qualified vendor. The purchase order form is to be approved and signed by the ~~Director~~ Supervisor of Purchasing or Superintendent. ~~Insofar as~~

~~possible or practical, no purchase order is to be mailed or issued until after it has been encumbered against budgeted funds.~~ Purchase orders are not required for salaries, utilities, and other similar items that are exempt by law or regulation.

4. ~~When it is the most economical method, blanket~~ Purchase orders will be used to procure items and services of a **competitive and** non-competitive nature. A **blanket** purchase order is ~~an open-end~~ a contract which designates one company as supplier for items frequently needed by a particular school/department. The **blanket** purchase order **in whole or in part**, defines the terms, conditions, persons or departments authorized to use the **blanket** purchase order, delivery instructions and total dollar value for a specified period of time. ~~It is the intention of the School Board that the use of blanket purchase orders be limited.~~ The Superintendent is authorized to issue purchase orders where the total amount does not exceed \$500,000 that is in compliance with purchasing procedures and does not exceed the applicable appropriation in the District budget;

- A. In accordance with, but not limited to, State Contracts, Government Contract Awards, Cooperative Agreements,
- B. District and State adopted textbooks and/or instructional materials when such purchase is made in support or student instruction.
- C. Technology items such as but not limited to, desktops, laptops, tablets and other devices when such purchase is made in accordance with District technology standards.
- D. To fulfill the District's obligation of an Approved Contract in accordance with Contract policy herein.

5. Except as authorized by law or rule, competitive solicitations shall be requested from three (3) or more reputable sources for any authorized commodities or contractual services exceeding \$50,000 or more. The School Board may not divide the procurement of commodities or contractual services so as to avoid this monetary threshold requirement. For expenditures less than \$50,000 and when practical, quotations will be requested as follows:

\$150,000-\$24,999 – **informal quotes, e.g.,** documented telephone quotes **or web search** from 2 or more qualified ~~vendors-sources~~

\$25,000-\$39,999 - written quotes from 3 or more qualified ~~vendors-sources~~

\$40,000 - formal written sealed quotes

It shall be the responsibility of the ~~Director~~ **Supervisor** of Purchasing, with other qualified staff personnel, to recommend the lowest responsive and responsible proposers meeting specification and conditions of a competitive solicitation. When a competitive solicitation other than the lowest competitive solicitation is being recommended, it will be the responsibility of the ~~Director~~ **Supervisor** of Purchasing to submit to the School Board the reasons for this recommendation.

(Amended: 09/21/89, 02-17-94, 06-19-97; 10-19-00; 12/16/14)

6. In the event of tied or identical bids, preference shall be given to the bid which certifies that a drug-free workplace has been implemented in accordance with Section 287.087 F.S.. If all tied bids have a drug-free workplace program certification, then preference shall be given to the bidder whose business is physically located in Clay County, Florida. If neither vendor is located in Clay County, Florida then preference shall be given to the bidder whose business is physically located in the State of Florida. If more than one tied bidder is located in Clay County, Florida or if no tied bidder or more than one tied bidder is located in the State of Florida, the award of the tied bid shall be decided

by the flip of a coin in the presence of witnesses. The coin flip shall be administered by the ~~Director~~ Supervisor of Purchasing who shall designate the calling of heads or tails.

7. The School Board shall have the authority to reject any or all competitive solicitations; request new competitive solicitations; award alternate competitive solicitations not meeting the general specifications set forth; award competitive solicitations on a per item or total competitive solicitation basis; or purchase the required commodities or contractual services in any other manner authorized by law or rule – whichever would be in the best interest of the School Board. Competitive solicitation disputes will be resolved by following the procedures as outlined in the Purchasing Handbook ~~of Procedures Regarding Centralized Purchasing/Accounts Payable/Warehouse of the School Board.~~

8. The School Board will not, under any conditions, consider escalating prices at the time of the competitive solicitation or after the official time the competitive solicitation is awarded by the School Board unless the competitive solicitation document has a provision stating otherwise.

#### 9. Exception to Competitive Bidding Requirements

Notwithstanding anything in this policy to the contrary, the Board may make certain purchases without the requirement for competitive solicitations, under the following conditions:

The requirement for requesting competitive solicitations and making purchases, insofar as they relate to purchases of petroleum and paper products, are hereby waived when the following conditions have been met:

- a. Competitive solicitation have been requested in the manner prescribed, and
- b. The School Board has made a finding that no valid or acceptable firm competitive solicitation has been received within the prescribed time.

When such a finding has been officially made the School Board may authorize the ~~Director~~ Supervisor of Purchasing to negotiate with suppliers to execute a contract for such supplies under whatever terms and conditions are felt to be to in the best interest of the School Board.

As required by 1001.42(102)(j), Florida Statutes, the School Board shall receive and give consideration to the prices available to it under rules of the Department of Management Services, Division of Purchasing. The School Board shall have the option of purchasing under the contracts as may be established, if such purchases are to the economic advantage of the School Board and meet the standards and specifications prescribed by the Superintendent.

In lieu of requesting competitive solicitations from three (3) or more sources, the School Board may make purchases at or below the specified prices from contracts awarded by other city or county governmental agencies, other district school boards, community colleges, federal agencies, the public or governmental agencies of any state, or from state university system cooperative bid agreements and cooperative organizations/networks or contracts, when the proposer awarded a contract by another entity defined herein shall permit purchases by the School Board at the same terms, conditions and prices (or below such prices) awarded in such contracts, and such purchases are to the economic advantage of the School Board.

A contract for commodities or contractual services may be awarded without competitive solicitations if state or federal law, a grant or a state or federal agency contract prescribes with whom the School Board must contract or if the rate of payment is established during the appropriations process.

A contract for regulated utilities or government franchised services may be awarded without competitive solicitations.

The State Board has waived the requirement for requesting competitive solicitations from three (3) or more sources for purchases by the Board of:

1. Professional services which shall include, without limitation, artistic services; academic program reviews; lectures by individuals; auditing services not subject to F.S. 218.391; 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; provided nothing herein shall be deemed to authorize the superintendent to acquire professional consultant services without Board approval as required by Board Policy 6540;
2. Educational services and any type of copyrighted materials including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, filmstrips, videotapes, DVDs, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent within the state, a governmental agency or a recognized educational institution;
3. Commodities and contractual services when:
  - a. competitive solicitations have been requested in the manner prescribed by this policy; and
  - b. the Board has made a finding that no valid or acceptable firm proposal has been received within the prescribed time.

When such a finding has been officially made, the Board may enter into negotiations with suppliers of such commodities and contractual services and may execute contracts with such vendors under whatever terms and conditions as the Board determines to be in its best interests

Information technology resources, whether by purchase, lease, lease with option to purchase, rental, or otherwise as defined in F.S. 282.0041(11), may be acquired by competitive solicitation or by direct negotiation and contract with a vendor or supplier, as best fits the needs of the District as determined by the Board.

Purchases of insurance, risk management programs, or contracting with third party administrators for insurance-related services may be through competitive solicitation or by direct negotiation and contract with a vendor or supplier.

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

10. An emergency purchase is defined as one brought about by a sudden unexpected turn of events (i.e. acts of God, riot, fires, floods, accidents, or any circumstances or cause beyond the control of the cost center head in the normal conduct of its business) involving health, welfare, injury, or loss to the

School Board, and which can be rectified only by immediate purchase of equipment, supplies, materials, or services. When the Superintendent of Schools determines in writing that a bona fide emergency exists, he/she may authorize the purchase of equipment, supplies, materials or services without compliance with policies which **impact spending limits**, require requisitions, competitive solicitations or other preliminary measures leading to the issuance of a purchase order. A confirming purchase order shall be issued for all purchases made under this heading. The confirmation shall contain an explanation of the nature of the emergency.

~~11. It is the responsibility of each principal or department head, or their authorized representative, to acknowledge receipt of goods or services to their school or department immediately upon receipt, by signing and returning to the Accounts Payable Office the copy of the purchase order provided for that purpose. Any discrepancy between the items specified in the purchase order and what is received shall be noted, in writing rejected and a note attached in Business Plus, by the principal or department head or authorized representative of the school. Payments will not be made until the signed purchase order receiving copy is returned to the Accounts Payable Office.~~

~~12. No lease agreement shall exceed a period of twelve months; however, acquisitions by this method may be subject to a clause granting option to renew. The School Board may not enter into a lease or lease/purchase agreement, the term of which exceeds one year, unless the agreement contains the stipulation, "... subject to the availability of funds."~~

## **11. Contracts and Contractual Authority**

Each Board contract for services must include a provision that requires the contractor to comply with public records laws, specifically to:

- A. keep and maintain public records required by the Board to perform the service;
- B. upon request from the Board's custodian of public records, provide the Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time, and at a cost that does not exceed the cost established by the School Board;
- C. ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records of to the Board;
- D. upon completion of the contract, transfer, at no cost, to the Board all public records in possession of the contractor or keep and maintain public records required by the Board to perform the service;

If the contractor transfers all public records to the Board upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Board, upon request from the Board's custodian of public records, in a format that is compatible with the information technology systems of the Board.

If a contractor does not comply with the Board's request for records, the Board shall enforce the contract provisions in accordance with the contract. A contractor who fails to provide the public records to the Board within a reasonable time may be subject to penalties under s. 119.10.

Each contract must also include the following statement, in substantially the following form, identifying the contact information of the District's custodian of public records: IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE UNDERLYING CONTRACT, CONTRACTOR/VENDOR SHALL CONTACT THE SCHOOL DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT 900 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA 32043, OR AT 904-336-6500, OR AT: [PRR@myoneclay.net](mailto:PRR@myoneclay.net)

The Board shall constitute the contracting agent from the District school system (F.S. 1001.41). This policy defines the mandatory requirements for review, approval, and execution of agreements or contracts between the Board and vendors and/or service providers.

#### A. Definition

A contract is defined as an agreement between two or more parties that is intended to have legal effect. Contracts document the mutual understanding between the parties as to the terms and conditions of their agreement, contain mutual obligations, and clearly state the agreement's consideration. The term consideration includes the cost of the services and/or products to be provided by second party (vendor or service provider) and any non-monetary performance. No school, department, or other organizational unit has authority to contract in its own name. All Board contracts must be made in the legal name of the Board, "The School Board of Clay County, Florida". The School or Department may extend this name to include the school or department as follows, "The School Board of Clay County, Florida o/b/o \_\_\_\_\_ (insert the school or department name)" where o/b/o means "on behalf of".

1. Contracts for goods and/or services that are not part of a solicitation for an educational facility pursuant to F.S. Chapter 255 or Chapter 1013 must be in compliance with the competitive solicitation guidelines and procedures referenced herein.
2. Contracts for the construction and professional, construction management, or design-build services under F.S. 287.055 or Chapter 1013 must be in compliance with the competitive solicitation guidelines and procedures referenced in Board Policy.

#### B. Contract Review

All contracts shall be reviewed and approved by the School Board Attorney and/or the Supervisor of Purchasing to ensure legality, compliance with Board policy, and to ensure the Board interests are protected before the authorized signatory may execute the contract.

#### C. Board Authorized Contracts

All contracts having a value of \$100,000 or more shall be authorized by the Board at a regular or special meeting and signed by the Board Chairman.

#### D. Delegated Authority



All approved contracts having a value of less than \$100,000 and contracts described in Board Authorized Contracts above that are exempt from requirement for Board authorization, may be executed by the Superintendent or appropriate District administrator based on the value of the contract.

1. All approved contracts having a value of \$50,000 or more, but less than \$100,000 shall be signed by the Superintendent, or Superintendent Designee at the time.
2. All approved contracts having a value of \$25,000 or more, but less than \$50,000, shall be signed by the Superintendent, or the Assistant Superintendent for Business Affairs.
3. All approved contracts having a value of less than \$25,000 and contracts of any value described in Board Authorized Contracts above that are exempt from the requirement for Board approval, may be signed by the Superintendent, or the Assistant Superintendent for their Division, or Chief Officers, or Director, or Principal.
4. The Superintendent is authorized to approve contract amendments or change orders for the purchase of commodities and services up to the amount of ten (10) percent or \$50,000, whichever is less, of the original contract amount that was previously approved by the Board.
5. The Board will not recognize a contract or agreement as binding unless executed by an authorized employee in accordance with this policy. Vendors that enter into a contract are required to determine if the person purporting to execute a contract on behalf of the Board or the Board on behalf of a school or department is authorized to do so. Employees who enter into agreements without authority may be personally liable for such agreements, whether oral or written. Employees who enter into unauthorized agreements may be subject to disciplinary action.

~~13.~~ 12. Petty cash funds will be established for the primary purpose of small day-to-day purchases and minor equipment repairs. No equipment may be purchased using petty cash funds.

~~14.~~ 13. Competitive solicitation, quotations, a list of vendors and one copy of all purchase orders issued or canceled will be maintained in the district's purchasing office.

~~15.~~ 14. The School Food Service Department will be responsible for the **conformity of procurement and the** accuracy and payment of invoices for **food and** materials purchased for that department.

15. Procedures as outlined in the Purchasing Handbook shall be the authority for procurement. The policies as stated above will serve as supplemental policies to the Purchasing **Manual** Handbook. Florida Statutes, State Board of Education Rules, and Federal Regulations are the governing requirements complied with and, in the case of conflict, will take precedence over the Purchasing Handbook.

#### 16. Federal Grants/Funds

Procurement of all supplies, materials, equipment, and services paid for from Federal funds or District matching funds shall be made in accordance with all applicable Federal, State, and local statutes and/or regulations, the terms and conditions of the Federal grant, Board policies, and administrative procedures, including all provisions contained in 2 CFR 200.316 through 2 CFR 200.326. NOTE: In the event that state law is more restrictive than federal law, the District reserves the right to utilize and comply with the more restrictive state law.



The Superintendent shall maintain a procurement and contract administration system in accordance with the USDOE requirements (2 C.F.R. 200.317-.326) for the administration and management of Federal grants and Federally-funded programs. The District shall maintain a contract administration system that requires contractors to perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. Except as otherwise noted, procurement transactions shall conform to the provisions of the District's documented general Purchasing Policy in Section 5.02 Business Affairs.

#### General Procurement Standards

The District will implement the provisions of 2 CFR 200.318 and will use its own documented procurement standards which reflect applicable state and local standards, ensuring that said standards conform with applicable federal laws.

District shall maintain written standards of conduct covering conflicts of interest and governing the The District shall maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts.

To foster greater economy and efficiency, the District may enter into State and local intergovernmental agreements where appropriate for procurement or use of common or shared goods and services.

#### Competition

All procurement transactions paid for from Federal funds or District matching funds shall be conducted in a manner that encourages full and open competition and that is in accordance with good administrative practice and sound business judgment. In order to promote objective contractor performance and eliminate unfair competitive advantage, the District shall exclude any contractor that has developed or drafted specifications, requirements, statements of work, or invitations for bids or requests for proposals from competition for such procurements.

The District shall not use statutorily or administratively imposed State, local, or tribal geographical preferences in the evaluation of bids or proposals, except when an applicable Federal statute expressly mandates or encourages a geographic preference; or the District is contracting for architectural and engineering services, in which case geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. In the instance where state law requires local preferences, the District shall follow state law.

If the District uses a pre-qualified list of persons, firms, or products to acquire goods and services that are subject to this policy, the pre-qualified list shall include enough qualified sources as to ensure maximum open and free competition. The District shall allow vendors to apply for consideration to be placed on the list annually.

All terms of 2 C.F.R. 200.318 shall be followed.

#### Procurement Methods

The District shall utilize the following methods of procurement:

##### A. Micro-purchases:

Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold in C.F.R. 200, as amended. The District shall

distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be made without soliciting competitive quotations if Superintendent considers the price to be reasonable.

#### B. Small Purchases:

Small purchase procedures are relatively simple and informal procurement methods for securing services, supplies, and other property that does not exceed the competitive bid threshold of \$50,000. Small purchase procedures require that price or rate quotations shall be obtained from an adequate number of qualified sources.

#### C. Sealed Bids:

Sealed, competitive bids shall be obtained when the purchase of, and contract for, single items of supplies, materials, or equipment which amounts to \$50,000 and when the Board determines to build, repair, enlarge, improve, or demolish a school building/facility the cost of which will exceed \$50,000.

In order for sealed bidding to be feasible, the following conditions shall be present:

1. A complete, adequate, and realistic specification or purchase description is available;
2. Two (2) or more responsible bidders are willing and able to compete effectively for the business; and
3. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

When sealed bids are used, the following requirements apply:

1. Bids shall be solicited in accordance with the provisions of State law and District. Bids shall be solicited from an adequate number of qualified suppliers, providing sufficient response time prior to the date set for the opening of bids. The invitation to bid shall be publicly advertised.
2. The invitation for bids will include product/contract specifications and pertinent attachments and shall define the items and/or services required in order for the bidder to properly respond.
3. All bids will be opened at the time and place prescribed in the invitation for bids; bids will be opened publicly.
4. A firm fixed price contract award will be made in writing to the lowest responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts may only be used to determine the low bid when prior experience indicates that such discounts are usually taken.
5. The Board reserves the right to reject any or all bids for sound documented reason.

#### D. Competitive Proposals

Procurement by competitive proposal is normally conducted with more than one source submitting an offer and is generally used when conditions are not appropriate for the use of sealed bids.

If this method is used, the following requirements apply:

1. Requests for proposals shall be publicized and identify all evaluation factors and their relative importance. Any response to the publicized requests for proposals shall be considered to the maximum extent practical.
2. Proposals shall be solicited from an adequate number of sources.

3. The District shall use its written method for conducting technical evaluations of the proposals received and for selecting recipients
4. Contracts shall be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.
5. The District may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

#### E. Noncompetitive Proposals

Procurement by noncompetitive proposals allows for solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

1. The item is available only from a single source
2. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation
3. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the District
4. After solicitation of a number of sources, competition is determined to be inadequate.

#### Small and Minority Businesses, Women's Businesses and Labor Surplus area Firms

The District shall take affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible in accordance with 2 C.F.R. 200.321.

#### Contract/Price Analysis

In compliance with 2 CFR 200.323, the District shall perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold, including contract modifications. Cost analysis is defined as evaluating the separate cost elements that make up the total price; price analysis is defined as evaluating the total price, without looking at the individual cost elements.

The method and degree of analysis is dependent on the facts surrounding the particular procurement situation; however, the District shall come to an independent estimate prior to receiving bids or proposals.

The District shall negotiate profit as a separate element of the price. To establish a fair and reasonable profit, consideration is given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

#### Awarding Agency Review

Pursuant to 2 CFR 200.324, the District shall make available, upon request of the awarding agency or pass through agency, technical specifications on proposed procurements where the awarding or pass through agency believes such review is needed.

#### Bonding Requirements

For construction or facility improvement contracts or subcontracts exceeding the Simplified

Acquisition Threshold, in the event that the awarding agency or pass through agency has not accepted the Districts bonding policies, the District shall ensure that the minimum requirements of 2 CFR 200.325 are followed regarding bid guarantees, performance bonds and payment bonds.

#### Maintenance of Procurement Records

The District shall maintain records sufficient to detail the history of all procurements, including records which reflect rationale for the method of procurement, selection of contract type, contractor selection, or rejection, and the basis for the contract price.

#### Legal

(Amended: 11/18/03, 12/16/14) FL Statutes Chapter 1001: 1001.41, 120: 120.54, 120.536, 287; DOE Rule 6A-1.012

Code of Federal Regulations: 2 CFR 200.316; 2 CFR 200.317; 2 CFR 200.318; 2 CFR 200.319; 2

CFR 200.320; 2 CFR 200.321; 2 CFR 200.322; 2 CFR 200.323; 2 CFR 200.324; 2 CFR 200.325; 2 CFR 200.326

F.S. 119.0701 F.S. 255.05 F.S. 255.0516 F.S. 255.0518 F.S. 287.084 F.S. 287.087

F.S. 287.132 F.S. 287.133 F.S. 295.187 F.S. 1001.43 F.S. 1010.04 F.S. 1010.07(2)

F.S. 1010.48

F.A.C. 6A-1.012, Purchasing Policies

F.A.C. 5P-1.003, Responsibilities for the School Food Service Program