

## CHAPTER 6.00 – HUMAN RESOURCES

### OUTSIDE EMPLOYMENT OF STAFF MEMBERS

6.19

Outside employment or moonlighting of a School District employee shall not be prohibited. Under no conditions, however, shall outside employment conflict with the employee's performance of regular duties, with the extracurricular activities related to his/her position, with the conflict of interest provisions of Chapter 112, Florida Statutes dealing with public employees, with the *Code of Ethics of the Education Profession in Florida*, or with the *Principles of Professional Conduct for the Education Profession in Florida*

No School District employee shall be permitted to sell materials for personal gain to students or the parent(s) or legal guardians of a student who attends his/her school.

**STATUTORY AUTHORITY:**

1001.41, 1001.42, F.S.

**LAW(S) IMPLEMENTED:**

Chapter 112, 1006.32, 1012.23, 1012.28, 1012.53, F.S.

**STATE BOARD OF EDUCATION RULE(S):**

6B-1.001, 6B-1.006

**HISTORY:**

ADOPTED: April 10, 1997

REVISION DATE(S): 11/10/08

FORMERLY: GBEA

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### PROFESSIONAL ETHICS

6.80

- I. All District employees shall conduct themselves at all times in an ethical manner and shall maintain and promote integrity.
- II. Instructional personnel and administrators shall abide by and uphold the standards of ethical conduct in the *Code of Ethics of the Education Profession in Florida*, and the *Principles of Professional Conduct for the Education Profession in Florida*.
- III. Instructional personnel and administrators shall report misconduct of other instructional personnel and administrators that affects the health safety and welfare of a student. Misconduct relating to discrimination and harassment shall be reported according to the procedures in Rule 2.70 of these policies. All other misconduct affecting the health, safety and welfare of a student shall be reported to a principal or administrative supervisor or to the Office of Professional Standards. When it is determined that the health, safety or welfare of the students is possibly jeopardized while an investigation of misconduct is being conducted, the employee shall be removed from any school setting pending the outcome of the investigation.
- IV. Instructional personnel and administrators should receive training on the standards of ethical conduct.
- V. District employees who in good faith report misconduct pursuant to this policy and/or Florida Statutes are immune from civil liability pursuant to Sections 39.203 and 768.095 unless it is shown by clear and convincing evidence that the report was made with the knowledge it was false.
- VI. No employee of the District may enter into a confidentiality agreement with any employee who is being terminated, dismissed or who resigns in lieu of termination. In addition, no employee may give a reference or discuss performance with on such an employee without disclosing the misconduct.

**STATUTORY AUTHORITY:**

**1001.41, 1012.22, 1012.23, F.S.**

**LAW(S) IMPLEMENTED:**

**1001.42, 1001.43, 1012.796, F.S.**

**STATE BOARD OF EDUCATION RULE(S):**

**6B-1.001, 6B-1.006**

**HISTORY:**

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**REVISION DATE(S): 11/10/08**

**01/12/15**

**FORMERLY: GBEA**

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### EMPLOYEE CONDUCT

6.83

#### I. Personal Business on School Time

School District employees may not conduct personal business on school time, except for emergencies approved by the appropriate administrative supervisor. School District equipment or supplies shall not be used to conduct personal business or to engage any other activity unrelated to the District school system.

#### II. Use of Profanity

The use of profanity or abusive language ,whether written, verbal or reproduced, or other abusive behavior on School Board property or in the presence of students by School District employees shall be prohibited.

#### III. Appearance

Employees' wearing apparel, general appearance and personal hygiene shall be appropriate for the work site environment and shall conform to the Student Appearance Code as a minimum standard.

**STATUTORY AUTHORITY:**

**1001.41, 1012.22, 1012.23, F.S.**

**LAW(S) IMPLEMENTED:**

**1001.43, F.S.**

**STATE BOARD OF EDUCATION RULE(S):**

**6A-1.0503**

**HISTORY:**

**ADOPTED: April 1, 1997**  
**REVISION DATE(S): 11/10/08**  
**FORMERLY: GBEA, GBEB**

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### FRATERNIZATION WITH STUDENTS

6.84

- I. Staff members are prohibited from dating, agreeing to date and/or having a sexual or inappropriate relationship with any student enrolled in the regular prekindergarten-12 program in the Duval County School District. For purposes of this policy, an inappropriate relationship is one that may not be sexual in nature, but that violates the *Principles of Professional Conduct for the Education Profession in Florida* or the *Code of Ethics of the Education Profession in Florida*. Examples of such conduct may include, but not be limited to, having a relationship with a student for personal gain or advantage or having a relationship with a student that is harmful to the student's mental and/or physical health and/or safety. Violation of this policy shall constitute gross insubordination and misconduct in office and shall be grounds for dismissal.
  
- II. Staff members shall not have conversations of a sexual nature with any student unless as part of a classroom discussion utilizing an approved curriculum or an approved counseling program or unless it is part of an investigation regarding charges involving sexual conduct.

**STATUTORY AUTHORITY:**

**1001.41, 1001.42, F.S.**

**LAW(S) IMPLEMENTED:**

**1001.43, 1012.23, F.S.**

**STATE BOARD OF EDUCATION RULE(S):**

**6B-1.001, 6B-1.006, 6B-4.009**

**HISTORY:**

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**FORMERLY: GBEBB**

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### **GIFTS FOR SCHOOL BOARD EMPLOYEES**

**6.87**

School District employees shall not accept personal gifts of value from anyone doing business with schools. Violation of this Policy may be cause for disciplinary action.

**STATUTORY AUTHORITY:**

**1001.41. 1001.42, F.S.**

**LAW(S) IMPLEMENTED:**

**1001.43, F.S.**

**HISTORY:**

**ADOPTED: April 1, 1997**  
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**FORMERLY: KCD**

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### HONORARIA

6.88

School District employees shall not accept honoraria or remuneration other than expenses for any service rendered to public, private, or governmental agencies when performing their assigned District duties unless advance approval has been granted by the Superintendent or otherwise allowed by law. This provision shall not apply when the employee is on personal leave.

**STATUTORY AUTHORITY:**

1001.41, 1001.42, F.S.

**LAW(S) IMPLEMENTED:**

1001.43, 1012.23, F.S.

**STATE BOARD OF EDUCATION RULE(S):**

6A-1.0503

**HISTORY:**

ADOPTED: April 1, 1997

REVISION DATE(S): 11/10/08

FORMERLY: GCRC

# CHAPTER 7.00 BUSINESS SERVICES

## PURCHASING

7.70

### I. General Provisions

#### A. Purposes, Rules of Construction

1. Interpretation -This Duval County Public Schools Purchasing policy shall be construed and applied in a manner to promote its underlying purposes best.
2. Purposes -The underlying purposes of this policy are
  - a. to simplify, clarify, and modernize procurement practices by Duval County Public Schools;
  - b. to permit the continued development of procurement policies and practices;
  - c. to provide for increased public confidence in the procedures followed in Duval County Public Schools;
  - d. to ensure the fair and equitable treatment of all persons who deal with the procurement system of Duval County Public Schools;
  - e. to provide increased economy in Duval County Public Schools procurement activities and to maximize to the fullest extent practicable the purchasing value of public funds of the Duval County Public Schools;
  - f. to foster effective broad-based competition within the free enterprise system;
  - g. to provide safeguards for the maintenance of a procurement system of quality and integrity; and
  - h. to ensure that any procurements made by Duval County Public Schools are made in accordance with the provisions of the Board's Minority Business Development and Assistance Program.
3. Singular-Plural and Gender Rules: In this policy, unless the context requires otherwise:
  - a. words in the singular number include the plural, and those in the plural include the singular; and

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- b. words of a particular gender include any gender and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender.

### B. Supplementary General Principles of Law Applicable

Unless displaced by the particular provisions of this policy, the principles of law and equity and law relative to capacity to contract, agency, fraud, misrepresentation, duress, coercion, mistake, or bankruptcy shall supplement the provisions of this policy.

### C. Requirement of Good Faith

This policy requires all parties involved in the negotiation, performance, or administration of Duval County Public Schools contracts and procurement to act in good faith.

### D. Application of this Policy

1. General Application - This policy applies only to contracts solicited or entered into after the effective date of this policy unless the parties agree to its application to a contract solicited or entered into prior to the effective date and in no way, retroactively affects rights and remedies under existing contracts. The effective date of this policy will be the date that this policy is approved by the Duval County School Board.
2. Application to Duval County Public Schools - This policy shall apply to every expenditure of public funds irrespective of their source, including federal assistance monies, by the Duval County Public Schools, acting through a governmental body as defined herein, under any contract. It shall also apply to the disposal of Duval County Public Schools supplies. Nothing in this policy or in procedures promulgated hereunder shall prevent the Duval County Public Schools from complying with the terms and conditions of any grant, gift, bequest, or cooperative agreement.

### E. Severability

If any provision of this policy or any application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or application of this policy, and to this end the provisions of this policy are declared to be severable.

### F. Determinations



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Written determinations required by this policy shall be retained in the appropriate official contract file of the Director of Purchasing or the Purchasing Department.

### G. Definitions of Terms Used in this Policy.

The words defined in this section shall have the meanings set forth below whenever they appear in this policy, unless the context in which they are used clearly requires a different meaning or a different definition is prescribed for a particular section or provision.

1. *Board* means, the Duval County School Board, a body politic and corporate.
2. *Business* means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity.
3. A *Change Order* (Construction) is a written document on OFPC Form 425 executed by the Design Professional and the authorized designee following approval according to policy of the Duval County School Board.
4. *Change Order* (Non-Construction) means a written order signed by the Director of Purchasing or designee, directing the contractor to make changes which the Changes clause of the contract authorizes the Director of Purchasing to order without the consent of the contractor. This definition does not preclude the Director of Purchasing from seeking the consent of a contractor to a change order.
5. *Competitive solicitations* shall be defined for the purposes of this policy to include purchasing made through the issuance of an invitation to bid, request for proposals and invitation to negotiate.
6. *Construction* means demolition, renovation, remodeling or new construction. It does not include the routine operation, routine repair, or routine maintenance of existing structures, buildings, or real property.
7. *Contract* means all types of Duval County Public Schools agreements and purchase orders, regardless of what they may be called, for the procurement or disposal of supplies, services, or construction.
8. *Contract Modification* means any written alteration in specifications, delivery point, rate of delivery, period of

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performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract.

9. *Contractor* means any person having a contract with the Duval County Public Schools.
10. *Data* means recorded information, regardless of form or characteristic.
11. *Designee* means a duly authorized representative of a person holding a position of authority pursuant to powers properly given to them by another.
12. *Director of Purchasing* means the head of the central purchasing office of the Duval County Public Schools.
13. *Employee* means an individual drawing a salary from the Duval County Public Schools, whether elected or not.
14. *Invitation to Negotiate* shall be defined for the purposes of this policy as written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or contractual services. The invitation to negotiate is used when the Superintendent or designee determines that negotiations may be necessary for it to receive the best value. A written solicitation includes a solicitation that is publicly posted.
15. *May* denotes the permissive.
16. *Person* means any business, individual, union, committee, club, other organization, or group of individuals.
17. *Procurement* means buying, purchasing, renting, leasing, or otherwise acquiring any supplies, services, or construction. It also includes all functions that pertain to the obtaining of any supply, service, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.
18. *Procurement Officer* means any person duly authorized to enter into and administer contracts and make written determinations with respect thereto. The term also includes an authorized representative acting within the limits of authority.
19. *Purchasing Department* means any authorized representatives who work for and are supervised by the Director of Purchasing.

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20. *Real Property* means land, buildings, fixtures, and all other improvement to land.
21. *Regulation* means a statement, having general or particular applicability and future effect, designed to implement, interpret, or prescribe law or policy, or describing organization, procedure, or practice requirements.
22. *Services* mean the furnishing of labor and time, by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance. This term shall not include services rendered under an employment agreement. This definition of services includes, but is not limited to, consulting, personal, professional, technical, and purchase-of-client services.
23. *Shall* denotes the imperative.
24. *Superintendent* shall be defined for the purposes of this policy to mean "Superintendent or designee."
25. *Supplies* mean all tangible property including but not limited to equipment, materials, printing, excluding land or a permanent interest in land.

### H. Public Access to Procurement Information

Procurement information shall be subject to the Public Records Act in Chapter 119, Florida Statutes, unless otherwise exempted by said Act to the extent provided and shall be available to the public as provided in such statute. The purpose of this provision is to achieve maximum public access to procurement information consistent with appropriate consideration of safeguards for contractors and employees.

The Superintendent may be authorized to purchase commodities or contractual services where the total amount does not exceed an amount prescribed by the School Board, and does not exceed the applicable appropriation in the District budget. The Superintendent may also be authorized to purchase commodities or contractual services under State of Florida Department of Management Services term contracts. Assistants functioning under the Superintendent's direction may be authorized to perform these purchasing tasks. No person, unless authorized to do so, may make any purchases or enter into any contract involving the use of school funds; no expenditures for any such unauthorized purchase or contract shall be approved, except as provided in section II.V.

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### I. Authority of the Director of Purchasing

1. Principal Procurement Officer of the Duval County Public Schools  
The Director of Purchasing shall serve as the principal procurement officer of the Duval County Public Schools, except that the Executive Director for Facilities Design and Construction Services shall serve as the principal procurement officer for real property and construction contracts as defined in Section I.G., of terms used in this policy.
2. Power to Adopt Operational Procedures -Consistent with the provisions of this policy, the Director of Purchasing may adopt operational procedures governing the internal functions of the Purchasing Department.
3. Duties -Except as otherwise specifically provided in this policy, the Director of Purchasing shall
  - a. procure or supervise the procurement of all supplies and services needed by the Duval County Public Schools;
  - b. establish and maintain programs for the inspection, testing, and acceptance of supplies and services.

### J. Delegation of Authority by the Director of Purchasing

The Director of Purchasing may delegate authority to designees where consistent with Board policies and applicable law.

### K. Statement of Policy on Ethics

Public employment is a public trust. It is the policy of the Duval County Public Schools to protect and promote the integrity of our procurement system.

Board employees must discharge their duties impartially to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Duval County Public Schools procurement organization. All employees shall be bound by the provisions of applicable law relating to the ethics of public employees and also of certificated educators.

### L. Statement of Policy on Office of Economic Opportunity Program

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Any procurements made pursuant to this policy will be made in accordance with the provisions of the Board's Office of Economic Opportunity Program.

### II. Source Selection and Contract Formation

#### A. Definitions of Terms Used in this Section

1. *Cost -Reimbursement Contract* means a contract under which a contractor is reimbursed for costs which are allowable and allocable in accordance with the contract terms and the provisions of this policy, and a fee, if any.
2. *Established Catalogue Price* means the price included in a catalogue, price list, schedule, or other form that
  - a. is regularly maintained by a manufacturer or contractor;
  - b. is either published or otherwise available for inspection by customers; and
  - c. states prices at which sales are currently or were last made to a significant number of any category of buyers or buyers constituting the general buying public for the supplies or services involved.
3. *Invitation to Bid* shall be defined for the purposes of this policy as a written solicitation for competitive sealed bids. The invitation to bid is used when the District is capable of specifically defining the scope of work for which a contractual service is required or when the District is capable of establishing precise specifications defining the actual commodity or group of commodities required. A written solicitation includes a solicitation that is publicly posted.
4. *Proposer* shall be defined for the purposes of this policy to include those vendors submitting bids or responses to a competitive solicitation.
5. *Purchase Description* means the words used in a solicitation to describe the supplies, services, or construction to be purchased, and includes specifications attached to or made a part of the solicitation.

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6. *Request for Proposals* shall be defined for the purposes of this policy as a written solicitation for competitive sealed proposals. The request for proposals is used when it is not practicable for the District to specifically define the scope of work for which the commodity, group of commodities, or contractual service is required and when the District is requesting that a responsible vendor propose a commodity, group of commodities, or contractual service to meet the specifications of the solicitation document. A written solicitation includes a solicitation that is publicly posted.
7. *Responsible Bidder or Offeror* means a person who has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.
8. *Responsive Bidder* means a person who has submitted a bid which conforms in all material respects to the Invitation for Bids.
9. *Responsive Proposer* means a person who has submitted a proposal which conforms to all material requirements to the Request for Proposals.

### B. Methods of Source Selection and Board Approval

Unless otherwise authorized by law, all Board contracts shall be awarded by one of the following methods:

1. Section II.C. Formal Sealed Bidding
2. Section II.D. Formal Sealed Proposals
3. Section II.E. Selection of Design and Construction Professional Services
4. Section II.G. Informal Procurements
5. Section II.H. Sole Source Procurements
6. Section II.I. Emergency Procurements
7. Section II.J. Florida Administrative Purchasing Policies
8. Section II.K. Other Procurements

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Awards in excess of the amount set forth in School Board Policy 7.41 require Board approval, except (1) all commodity products and (2) purchases made pursuant to section II.J.1. Commodity products are defined as normal, routine items used in the routine operation of the district. The Superintendent shall furnish the Board monthly a report that includes purchases not requiring Board approval, to include (1) commodity products that exceed the amount as set forth in School Board Policy 7.41 and (2) purchases and awards made pursuant to section II J.1 that exceeds the amount as set forth in School Board Policy 7.41.

As required by Section 1001.42(10) (j), F.S., the District shall receive and give consideration to the prices available to it under rules of the State of Florida Department of Management Services, Division of Purchasing. The District may use prices established by the Division of Purchasing through its state purchasing agreement price schedule.

The District shall have the option to purchase under the current contracts as may be established for any of the public agencies as authorized by law to make purchases for the benefit of other governmental agencies at or below the unit price stated therein, if such purchase is to the economic advantage of the District subject to conformance of the items of purchase to the standards and specifications prescribed by the Superintendent.

### C. Formal Sealed Bidding

1. Except as authorized by law or rule, competitive solicitations shall be requested from three (3) or more sources for any authorized commodities or contractual services exceeding \$50,000. Purchases of commodities or contractual services may not be divided to avoid this monetary threshold requirement.
2. Invitation for Bids - An Invitation for Bids shall be issued and shall include a purchase description and any contractual terms and conditions applicable to the procurement known at the time the Invitation for Bids is issued.
3. Public Notice - Public notice of the Invitation for Bids shall be given a reasonable time prior to the date set forth therein for the opening of bids. Such notice may include publication in a newspaper for a reasonable time prior to bid opening.
4. Bid Opening - Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the Invitation for Bids. The amount of each bid, and such other relevant information as may be specified by regulation, together with the name of each bidder shall be recorded; the record and each bid shall be open to public inspection.

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5. Bid Acceptance and Bid Evaluation - Bids shall be accepted without alteration or correction, except as authorized in this policy. Bids shall be evaluated based on the requirements set forth in the Invitation for Bids. Depending on the type of bid, criteria may be included to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total or life cycle costs, or other factors. The Invitation for Bids shall set forth the evaluation criteria to be used.
6. Correction or Withdrawal of Bids - Correction or withdrawal of inadvertently erroneous bids may be permitted before opening. After bid opening, no changes in bid prices or other provisions of bids to the interest of the Board or fair competition shall be permitted. This shall not preclude negotiation with a bidder which is authorized by Statute or State Requirements for Educational Facilities. After an award is made, the award may be canceled by the Director of Purchasing or the Board whichever made the award pursuant to provisions herein, when deemed to be in the best interests of Duval County Public Schools pursuant to established procedures.
7. Waiver of Technicalities -Duval County Public Schools reserves the right to waive any and all irregularities which do not provide unfair advantage to bidders or proposers and to solicit and evaluate exceptions to all bids and proposals submitted under this policy.
8. Bonds - Bid security may be required for competitive sealed bids. When required, bid security shall be a bond provided by a surety company authorized to do business in the state of Florida, or the equivalent in cash, or otherwise supplied in a form satisfactory to the Duval County Public Schools. When the invitation for bids requires security, noncompliance requires that the bid be rejected unless it is determined that the bid fails to comply in a nonsubstantial manner with the security requirements. Performance bonds may be required for contracts awarded in excess of established amounts. A performance bond must be delivered to the Duval County Public Schools that is satisfactory to Duval County Public Schools, executed by a surety company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the Duval County Public Schools, in an amount equal to 100% of the price specified in the contract.



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Payment bonds may be required for contracts awarded in excess of established amounts. A payment bond must be delivered to the Duval County Public Schools that is satisfactory to the Duval County Public Schools, executed by a surety company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the Duval County Public Schools, for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract. The bond shall be in the amount equal to one hundred percent (100%) of the price specified in the contract.

9. Award - In acceptance of responses to invitations to bid, the District may accept the proposal of the lowest responsive, responsible proposer. In the alternative, the District may also choose to award contracts to the lowest responsive, responsible bidder as the primary awardee of a contract and to the next lowest responsive, responsible bidder(s) as alternate awardees from whom commodities or contractual services would be purchased should the primary awardee become unable to provide all of the commodities or contractual services required by the District during the term of the contract. Nothing herein is meant to prevent multiple awards to the lowest responsive and responsible bidders when such multiple awards are clearly stated in the bid solicitation documents.
10. Multi-step Sealed Bidding - When it is considered impractical to initially prepare a purchase description to support an award based on price, an Invitation for Bids may be issued requesting the submission of unpriced offers to be followed by an Invitation for Bids limited to those bidders whose offers have been qualified under the criteria set forth in the first solicitation.

### D. Formal Sealed Proposals

1. Conditions for Use -When the amount of the procurement exceeds an amount established by the State Board of Education or an amount approved by waiver by the Commissioner of Education and the Director of Purchasing or an officer above the level of the Director of Purchasing determines in writing that the use of formal sealed bidding is either not practicable or not advantageous to the Duval County Public Schools, a contract may be entered into by formal sealed proposals.
2. Request for Proposals -Proposals shall be solicited through a Request for Proposals.

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3. Public Notice -Public notice of the Request for Proposals shall be given in the same manner as provided in Section II.C.3., Formal Sealed Bidding, Public Notice.
4. Receipt of Proposals -Proposals shall be opened so as to avoid disclosure of contents to competing offerors during the process of negotiation. A Register of Proposals shall be prepared and shall be open for public inspection after contract award.
5. Evaluation Factors -The Request for Proposals shall state the relative importance of price and other evaluation factors including Minority Business Enterprise participation.
6. Discussion with Responsible Offerors and Revisions to Proposals As provided in the Request for Proposals, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers.
7. Award - In acceptance of responses to requests for proposals, the District may award contracts to one or more responsive, responsible proposers in accordance with the selection criteria published in the request for proposal. The District is not required to request proposals for purchases made from contracts of the State of Florida Department of Management Services.
8. Ex Parte Communication - Any Board Member, the Superintendent, evaluation committee member, or any Board employee is prohibited from having any communications concerning a solicitation for a competitive procurement after the Purchasing Department releases the solicitation to the general public. This "cone of silence" shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded. All communications regarding solicitations shall be directed to the Purchasing Department.

Communications are permissible when such communications with a prospective respondent are necessary for, and solely related to, the ordinary course of business concerning the district's existing contract(s) for the materials or services addressed in the solicitation (but in no event shall any existing vendor intending to

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submit a bid initiate communications to any member(s) of the Duval County School Board).

### E. Selection of Design and Construction Professional Services

When it is determined that the School Board may need to contract for the professional services of an architect, professional engineer, registered land surveyor, Design-Build, Construction Management or Program Management firm, such services shall be procured in a manner consistent with Section 287.055 F.S. Consultants' Competitive Negotiation Act and Section 1013.45 F.S. The Superintendent shall develop procedures for the selection of professional services.

1. Contracts - Any contract entered into by the School Board for professional services, as provided herein, shall include a prohibition against contingent fees.
2. The Superintendent or designee may authorize outside consultants to provide professional reviews, assistance or training.
3. Full or part-time employees of the Board shall not contract for additional service to the Board as consultants.

### F. Change Orders

1. Non-Construction - Any change orders (non-construction) or amendments that are less than 3% of the Board approved costs or \$50,000, whichever is greater, can be approved by the Superintendent or designee.
2. Construction - All construction contract change orders shall be prepared in accordance with SREF. The Superintendent designee shall be authorized to approve change orders to construction contracts in the name of the School Board in order to expedite work in progress. Such change orders shall be reported to the School Board at the next regular or special School Board meeting. The authorization to approve change orders shall be limited to additive change orders not to exceed the greater value of (in aggregate total) (a) fifty thousand dollars (\$50,000.00) or (b) 3% of the current contract value and deductive change orders. All other change orders shall be presented to the School Board for approval.

### G. Informal Procurements

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Any procurement not exceeding an amount established by the State Board of Education or an amount approved by waiver by the Commissioner of Education shall be made in accordance with informal procurement procedures developed by the Director of Purchasing. Procurement requirements shall not be artificially divided so as to constitute an informal procurement under this section. Any procurement in an amount less than an amount established by the State Board of Education or an amount approved by waiver by the Commissioner of Education but greater than \$5,000 shall require the solicitation of at least three (3) written quotations. Any procurement in an amount less than \$5,000 may require solicitation of written or verbal quotations at the discretion of the Director of Purchasing or designee.

### H. Sole Source Procurements

A contract may be awarded for a supply or service without competition when the Director of Purchasing, or a designee, determines in writing that there is only one source for the required supply or service. This method of procurement involves no competition and should be utilized only when justified and necessary to serve the needs of the Duval County Public Schools. The power to authorize a sole source award is limited to the Director of Purchasing or designees. The purpose in specifying these officials is to reflect an intent that such determinations will be made at a high level.

### I. Emergency Procurements

The District may dispense with requirements for competitive solicitations for the emergency purchase of commodities or contractual services when the Superintendent or designee determines that an immediate danger to the public health, safety, or welfare or other substantial loss to the District requires emergency action. After the Superintendent or designee makes such a determination, the District may proceed with the procurement of commodities or contractual services necessitated by the immediate danger, without requesting competitive solicitations. However, such an emergency purchase shall be made by obtaining pricing information from at least two prospective vendors, which must be retained in the contract file, unless the Superintendent or designee determines 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 District.

### J. Florida Administrative Purchasing Policies

The requirement for requesting competitive solicitations for commodities or contractual services from three or more sources is hereby waived as authorized by section 1010.04(4) (a), F.S., for:

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1. 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 the district 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.
2. The purchase by the district 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.
3. The purchase of 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.
4. When acquiring, whether by purchase, lease, with option to purchase, rental or otherwise, information technology, as defined in Section 282.0041(14), F.S., may make any acquisitions through the competitive solicitation process as described herein or by direct negotiation and contract with a vendor or supplier, as best fits the needs of the District.
5. Except as otherwise required by statute, when purchasing insurance, entering risk management programs, or contracting with third party administrators, may make any such acquisitions through the competitive solicitation process as described herein or by direct negotiations and contract.
6. A contract for commodities or contractual services may be awarded without competitive solicitations if state or federal law, a grant or federal agency contract prescribes with whom the District must contract or if the rate of payment is established during the appropriations process.

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7. A contract for regulated utilities or government franchised services may be awarded without competitive solicitations. Purchases made pursuant to exemptions from competitive solicitations shall follow procedures as established by the Purchasing Department.

### K. Other Procurements

1. **Pool Purchases.** The Superintendent or designee may purchase school buses, equipment, and related contractual needs and supplies through the pool-purchase provisions of section 1006.27, F.S.
2. **Purchasing Consortium.** The District may enter into interlocal agreements as provided in section 163.01, F.S., to establish school district consortium and maximize purchasing power for commodities and contractual services. A consortium may be nationwide, statewide, or regional as appropriate to achieve the lowest cost.
3. **Purchasing Card.** The Superintendent or designee may utilize procurement cards, to purchase commodities and contractual services as deemed to be in the best interest of the District and consistent with School Board Policy. Selected staff will be eligible to use a purchasing card upon approval by the Superintendent or designee of the prospective user's signed Purchasing Card Application and Cardholder Acceptance Guidelines Form, which contain the appropriate-use standards and procedures. Each user shall acknowledge, by signing the Acceptance Form that the user must reimburse the District for any misuse of the purchasing card and that a violation of those standards and procedures will be cause for discipline up to and including termination.
4. **Advance Payments.** -- To ensure adequate protection to the District that goods and contractual services will be provided, advanced payment for goods and contractual services is discouraged. With adequate safeguards, however, the District may approve advance payments for contracts requiring School Board approval; the Superintendent or designee may approve advance payments for contracts requiring his/her approval; and the Director of Purchasing may approve advance payments for all other contracts, as follows:
  - a. for maintenance agreements, software license agreements, subscriptions, contracts to reserve space, contractor mobilization expenses and certain other commodities, when advance payment will result in a

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savings to the District equal to or greater than the amount the District would earn by investing the funds and paying in arrears, or where those items are essential to the operation of the District and are available only if advance payment is made; or

b. in accordance with certain employee travel expenses.

### L. Cancellation or Rejection of Invitations for Bids or Requests for Proposals

An Invitation for Bids, a Request for Proposals, or other solicitation may be canceled. Portions of any or all bids or proposals may be rejected in whole or in part when it is in the best interests of the Duval County Public Schools.

### M. Responsibility of Bidders and Offerors

Determination of Non-responsibility-A written determination of nonresponsibility of a bidder or offeror shall be made in accordance with procedures. The unreasonable failure of a bidder or offeror to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility with respect to such bidder or offeror.

### N. Prequalification of Suppliers Prospective suppliers may be prequalified for particular types of supplies or services. Solicitation mailing lists of potential contractors shall include but shall not be limited to such prequalified suppliers. Prequalification is not a conclusive determination of responsibility, and a prequalified bidder or offeror may be rejected as non-responsible on the basis of subsequently discovered information. Similarly, a prior failure to prequalify will not bar a subsequent determination that a bidder or offeror is responsible with respect to any given procurement.

### O. Cost or Pricing Data Certification

Contractor Certification - A contractor shall, when requested to do so, submit cost or pricing data and shall certify that, to the best of its knowledge and belief, the cost or pricing data submitted was accurate, complete, and current as of a mutually determined specified date prior to the date of the following:

1. the pricing of any contract awarded by competitive sealed proposals (Section II.D.) or pursuant to the sole source procurement authority (Section II.H.) where the total contract price is expected to exceed an established amount; and

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2. the pricing of any change order or contract modification which is expected to exceed an established amount.

### P. Types of Contracts

Subject to the limitations of this section, any type of contract which will promote the best interests of the Duval County Public Schools may be used. A cost-reimbursement contract may be used only when a determination is made in writing that such contract is likely to be less costly to the Duval County Public Schools than any other type or that it is impracticable to obtain the supplies or services required except under such a contract.

### Q. Multi-term Contracts

#### 1. Specified Period

- a. Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interests of the Duval County Public Schools provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting.

Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore.

- b. All Employee Benefit Programs such as Health and Life Insurance shall be competitively bid as required in section 112.08, F.S. Once competitively bid, subsequent contract renewal(s) may be negotiated and presented to the School Board for approval. Any plans for self-insurance or entering into a Risk Management consortium to provide such coverages must be presented to the School Board for approval and to the Department of Insurance.

#### 2. Determination Prior to Use -Prior to the utilization of a multi-term contract, it shall be determined in writing

- a. that estimated requirements cover the period of the contract and are reasonably firm and continuing; and
- b. that such a contract will serve the best interests of the Duval County Public Schools by encouraging effective



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competition or otherwise promoting economies in the Duval County Public Schools procurement.

3. Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods -When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled.

- R. Rebids -The requirements for requesting competitive solicitations and making purchases for commodities and contractual services as set forth in this section are hereby waived, as authorized by section 1010.04(4)(a), F.S. when the following conditions have been met:

1. Competitive solicitations have been requested in the manner prescribed by this policy, and
2. The District has made a finding that no valid or acceptable firm bid has been received within the prescribed time.

When such a finding has been officially made, the School Board may enter into negotiations with suppliers of such commodities and contractual services and shall have the authority to execute contracts with such suppliers under whatever terms and conditions as the District determines to be in its best interest.

If less than two responsive proposals for commodity or contractual services are received, the District may negotiate on the best terms and conditions or decide to reject all proposals. The District shall document the reasons that negotiating terms and conditions with the sole proposer is in the best interest of the District in lieu of resoliciting proposals.

- S. Rejection of Bids - The Superintendent or designee shall have the authority to reject any or all proposals submitted in response to any competitive solicitation and request new proposals or purchase the required commodities or contractual services in any other manner authorized.

- T. Tie Bids - In the bidding process, when identical prices are received from two or more vendors and all other factors are equal, priority for award shall be given to vendors in the following sequence:

1. cash discounts offered for payments of thirty (30) days or longer;
2. a vendor that is a certified minority vendor by Duval County Public Schools Office of Economic Opportunity;
3. a vendor that is located in Duval County, Florida;

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4. a vendor that is located in the State of Florida;
  5. a business that certifies that it has implemented a drug-free workplace program in accordance with the provisions of 287.087, F.S.;
  6. a coin toss by the Director of Purchasing or designee shall be held at the location where the bids were opened. The tie low bid vendors will be invited to be present as witnesses.
- U. Check Requests - A check request may be used when a purchase order is not required for items exempt from bidding as designated by the Superintendent or State Board of Education rules. Payments for bidexempt items may be, but are not limited to, copyrighted materials, legal advertisements, memberships, professional services, payroll, transfers, registrations, withholdings, taxes, investments, postage, judgments, penalties, insurance, licenses, advance lodging, and utility bills.
- V. Unauthorized Purchases -An unauthorized purchase occurs anytime goods or services are received prior to a purchase order being issued. Any employee making an unauthorized purchase shall be subject to appropriate discipline. All unauthorized purchases shall be reported to the appropriate supervisor. A purchase ordered or contract or sales transaction made contrary to the provisions hereof shall be null and void unless and until accepted by the Superintendent or designee.
- W. Right to Inspect Plant or Place of Business - The Duval County Public Schools may, at reasonable times, inspect the part of the plant or place of business of a contractor, subcontractor, or supplies which is related to the performance of any contract awarded or to be awarded by the Duval County Public Schools.
- X. Right to Audit Records
1. Audit of Cost or Pricing Data - The Duval County Public Schools may, at reasonable times and places, audit the books and records of any person who has submitted cost or pricing data pursuant to section II.L. Cost or Pricing Data certification, to the extent that such books and records relate to such cost or pricing data. Any person who receives a contract, change order, or contract modification for which cost or pricing data is required, shall maintain such books and records that relate to such cost or pricing data for three years from the date of final payment under the contract, unless a shorter period is otherwise authorized in writing.

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2. Contract Audit - The Duval County Public Schools shall be entitled to audit the books and records of a contractor or any subcontractor under any negotiated contract or subcontract other than a firm fixed-price contract to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under the prime contract and by the subcontractor for a period of three years from the date of final payment under the subcontract, unless a shorter period is otherwise authorized in writing.
  - Y. Finality of Determinations - The determinations required by previous sections are final and conclusive unless they are clearly erroneous, arbitrary, capricious, or contrary to law.
  - Z. Reporting of Anticompetitive Practices - When for any reason collusion or other anticompetitive practices are suspected among any bidders or offerors, a notice of the relevant facts shall be transmitted to the appropriate law enforcement agency.
  - AA. Retention of Procurement Records - All procurement records shall be retained and disposed of in accordance with records retention guidelines and schedules.
- III. Specifications
- A. Definitions of Terms Used in this Section - Before making any purchase of commodities or contractual services which the Superintendent or designee is authorized to make or before recommending any purchase to the School Board, the Superintendent or designee shall, insofar as possible, propose standards and specifications. With the exception of purchases made in accordance with section II.J.1, he or she shall see that the commodities or contractual services conform to those standards and specifications, and shall take such other steps as are necessary to see that the maximum value is being received for any money expended.
  - B. Duties of the Director of Purchasing - The Director of Purchasing or designee shall prepare, issue, revise, maintain, and monitor the use of specifications for supplies, services, and construction required by the Duval County School Board.
  - C. Duties of the Purchasing Department - Primary responsibility of proper specification preparation is centralized in the Purchasing Department. Such centralization will enhance the Board's capabilities to produce, maintain, and revise specifications effectively to ensure that they are cogent and current.

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- D. Specifications Prepared by Design Professionals -The Board may retain design professionals to prepare specifications on projects which shall be consistent with other policies and procedures of the Board.
  - E. All specifications for additions, modifications, and alterations to School Board properties shall conform with the State Requirements for Educational Facilities (SREF) and the laws of the State of Florida.
- IV. Modification and Termination of Contracts for Supplies and Services
- A. Contract Clauses -Contracts may include clauses providing for adjustments in prices, time of performance, or other contract provisions including
    - 1. the unilateral right of the Duval County School Board to order in writing:
      - a. changes in the work within the scope of the contract; and
      - b. temporary stopping of the work or delaying performance; and
    - 2. Variations occurring between estimated quantities in a contract and actual quantities.
  - B. Price Adjustments
    - 1. Adjustments in price pursuant to clauses promulgated under Subsection A. of this Section shall be computed in one or more of the following ways:
      - a. by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
      - b. by unit prices specified in the contract or subsequently agreed upon;
      - c. by the costs attributable to the events or situations under such clauses with adjustment of profit or fee, all as specified in the contract or subsequently agreed upon;
      - d. in such other manner as the contracting parties may mutually agree; or

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- e. in the absence of agreement by the parties, by a unilateral determination by the Duval County School Board of the costs attributable to the events or situations under such clauses with adjustment of profit or fee, all as computed by the Duval County School Board subject to the provisions of Section V, Legal and Contractual Remedies.

### C. Additional Contract Clauses

1. Procedures may be promulgated including, but not limited to, procedures permitting or requiring the inclusion in Board contracts of clauses providing for appropriate remedies and covering, but not limited to, the following subjects:
  - a. liquidated damages as appropriate;
  - b. specified excuses for delay or nonperformance;
  - c. termination of the contract for default; and
  - d. termination of the contract in whole or in part for the convenience of the Board.
  - e. In order to promote efficient use of resources in support of the District's Strategic Plan, it is the policy of the School Board that directly negotiated contracted services authorized by Board Policy 7.41 shall not be brokered. Specifically, the contractor must perform at least fifty percent (50%) of the services to be provided to the District in lieu of said services being provided by a subcontractor.

- D. Modification of Clauses -The Director of Purchasing may vary the clauses promulgated under Subsection A. and Subsection C. of this Section for inclusion in any particular Board contract; provided that any variations are supported by a written determination that states the circumstances justifying such variation and provided that notice of any such material variation be stated in the Invitation for Bids or Request for Proposals.

### V. Legal and Contractual Remedies

#### A. Authority to Resolve Protested Solicitations and Awards.

1. Any actual or prospective bidder, proposer or contractor who is aggrieved in connection with the solicitation or award of a contract may file a protest and shall deliver its written notice of protest to the Associate Superintendent, Administration and Business Services, or designee (hereinafter Hearing Officer) immediately,

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but no later than two (2) working days after bid opening or after recommendation of award, if not to the apparent low bidder, or as set forth in paragraph V.A.9., which will initiate the 48-hour notice requirement. The written protest with documentation shall be delivered to the Hearing Officer no later than 2 p.m. on the fourth (4th) calendar day immediately following the bid opening or receipt of notice of intent to award recommendation as is appropriate. If that day is a School Board non-workday, the protest shall be delivered no later than 9 a.m. the next Duval County School Board (DCSB) workday. Protests shall be presented with specificity, and every issue shall be fully documented.

2. The legal basis for any relief sought must be clearly identified and explained in the written notice of protest.
3. The Hearing Officer shall call a meeting and hear all protests and receive all evidence within a reasonable time. This does not preclude the Hearing Officer from calling a special meeting or granting a continuance under extraordinary circumstances.
4. All bidders or offerors shall receive notice of any protest hearing and a copy of the protest document. Attachments shall be available upon request.
5. The *Florida Rules of Civil Procedure* may be relaxed at the sole discretion of the Hearing Officer presiding at any protest hearing.
6. The Hearing Officer shall issue his/her decision within five (5) working days of the completion of the protest hearing.
7. The Hearing Officer's decision shall result in a final order which may include findings and conclusions. The decision of the Hearing Officer shall be final.
8. The DCSB does not encourage the use of facsimiles (faxes) to accomplish delivery of the notice of protest and the protest itself. Any bidder or offeror utilizing delivery by fax shall assume the risk associated with incomplete delivery or non-receipt.
9. Any protest specification objection shall be generally treated as set forth in paragraph V.A.1. The operative date for the notice requirement shall be the date the specifications were obtained by the prospective bidder or offeror but no later than ten (10) days prior to the date of bid opening or proposal due date.

### B. Authority to Debar or Suspend

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1. Authority - After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the Board shall have authority to debar a person for cause from consideration for award of contracts. The debarment shall not be for a period of more than three years. The Director of Purchasing shall have authority to suspend a person from consideration for award of contracts if there is probable cause for debarment. The suspension shall not be for a period exceeding three months. The authority to debar shall be exercised in accordance with procedures.
2. Causes for Debarment or Suspension -The causes for debarment or suspension include the following:
  - a. conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
  - b. conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a Duval County Public Schools contractor;
  - c. conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
  - d. violation of contract provisions, as set forth below, of a character which is regarded by the Director of Purchasing to be so serious as to justify debarment action:
    - (1) deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or
    - (2) a recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment;
  - e. any other cause the Director of Purchasing determines to be so serious and compelling as to affect responsibility as

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a Duval County Public Schools contractor, including debarment by another governmental entity for any cause.

3. Decision - The Director of Purchasing shall make a recommendation to the Superintendent to debar or suspend. The Board shall approve, reject, or modify this recommendation at a public meeting. The suspended or debarred person may appeal this action to the School Board at a public meeting.
4. Notice of Decision - A notice of the action taken by the Board under Subsection 3. of this section shall be mailed or otherwise furnished immediately to the debarred or suspended person and any other party intervening. This notice shall include:
  - a. the reasons for the action taken; and
  - b. the length of time of the debarment.

### C. Applicability of this Part

The provisions of this part apply where it is determined administratively, or upon administrative or judicial review, that a solicitation or award of a contract is in violation of law.

### D. Remedies Prior to an Award

If prior to award it is determined that a solicitation or proposed award of a contract is in violation of law, then the solicitation or proposed award shall be canceled or revised to comply with the law.

### E. Remedies After an Award

If after an award it is determined that a solicitation or award of a contract is in violation of the law, then:

1. if the person awarded the contract has not acted fraudulently or in bad faith, the contract may be ratified and affirmed, provided it is determined that doing so is in the best interest of the Duval County Public Schools;
2. if the person awarded the contract has acted fraudulently or in bad faith, then:
  - a. the contract may be declared null and void; or



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- b. the contract may be ratified and affirmed if such action is in the best interests of the Duval County Public Schools, without prejudice to the Duval County Public Schools' rights to such damages as may be appropriate.

**STATUTORY AUTHORITY:**

**1001.41, 1001.42, F.S.**

**LAW(S) IMPLEMENTED:**

**112.312, 120.57, 212.0821, 255.04, 274.02,  
287.017, 287.057, 1001.43, 1010.01, 1010.04,  
1013.47, F.S.**

**STATE BOARD OF EDUCATION RULE(S):**

**6A-1.012, 6A-1.085, 6A-1.087**

**HISTORY:**

**ADOPTED: December 15, 1998**

**REVISION DATE(S): 12/08/14**

**10/02/12, 09/07/10, 11/10/08, 11/04/03**

**FORMERLY: DJ**