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I. **FOREWORD**

The purpose of this manual is to provide all Schools and Departments with the policies and procedures to be followed related to procurement and to assist School District employees in the performance of their duties. It is intended to serve as a guide for all School District employees who are directly or indirectly associated with the purchasing functions of the School District. These procedures governed by and in accordance with School Board Policies, State Board of Education Rules, and applicable Florida Statutes.

Any questions regarding the interpretation of these policies and procedures should be directed to the Office of Purchasing and Warehouse Services. It shall be the responsibility of the Director of Purchasing and Warehouse Services and Manager of Purchasing Services to create, implement and maintain the Purchasing Procedures Manual.

II. **MISSION**

The Office of Purchasing Services is dedicated to providing professional and efficient procurement services and supporting the activities of the School District, which includes: education, financial responsibility and community service, through contracting for all commodities and services; by maintaining procedures which foster fair and open competition, inspiring public confidence that all contracts are awarded equitably and economically; and by acquiring the greatest possible value and quality in the commodities and services, with timely delivery.

III. **STANDARDS OF ETHICAL CONDUCT**

All employees of the School District, regardless of their position are bound by the same ethics policy. The School District's policy is designed to create a culture of honesty and integrity that will help the School District meet its goal of providing a safe environment and high quality education to all of the School District’s students.

Compliance with all School Board Policies, Florida Statutes related to standards for ethical conduct and maintaining a moral personal code of ethics is imperative for any and all School District personnel who perform or are in any way associated with purchasing functions. Personnel involved in purchases of goods and services for the School District reflect their own reputation and the reputation of the School District through dealings and contacts with customers and vendors. All have a responsibility to maintain a high ethical standard of conduct and a reputation for courtesy and fair dealings. As a representative of the School District, in a purchasing capacity, a reputation of fairness and honesty is key to establishing a professional atmosphere in which decisions and evaluations are based on sound business judgment. Each transaction shall be handled objectively, without favoritism or discrimination, and without seeking or dispensing personal favors.

In addition to the School Board Policies and Florida Statutes that are related to standards for ethical conduct, the Office of Purchasing and Warehouse Services, as a member of the National Institute of Governmental Purchasing (NIGP: The Institute for Public Procurement), believes that the following ethical principles should govern our conduct:

- Seeks or accepts a position as head (or employee) only when fully in accord with the professional principles applicable thereto and when confident of possessing the qualifications to serve under those principles to the advantage of the employing organization.

- Believes in the dignity and worth of the service rendered by the organization, and the societal responsibilities assumed as a trusted public servant.
• Is governed by the highest ideals of honor and integrity in all public and personal relationships in order to merit the respect and inspire the confidence of the organization and the public being served.

• Believes that personal aggrandizement or personal profit obtained through misuse of public or personal relationships is dishonest and not tolerable.

• Identifies and eliminates participation of any individual in operational situations where a conflict of interest may be involved.

• Believes that members of the Institute and its staff should at no time, or under any circumstances, accept directly or indirectly, gifts, gratuities, or other things of value from suppliers, which might influence or appear to influence purchasing decisions.

• Keeps the governmental organization informed, through appropriate channels, on problems and progress of applicable operations by emphasizing the importance of the facts.

• Resists encroachment on control of personnel in order to preserve integrity as a professional manager.

• Handles all personnel matters on a merit basis, and in compliance with applicable laws prohibiting discrimination in employment on the basis of politics, religion, color, national origin, disability, gender, age, pregnancy and other protected characteristics.

• Seeks or dispenses no personal favors. Handles each administrative problem objectively and empathetically, without discrimination.

• Subscribes to and supports the professional aims and objectives of NIGP - The Institute for Public Procurement.

IV. GOVERNING REGULATIONS
Due to the dynamic nature of these rules, they are not printed in their entirety, but rather referenced only by number. You may view the applicable rules by following the links below:

A. School Board Policies http://www.neola.com/brevardco-fl/
1. School Board Policy 1129, 3129 & 4129 – Conflict of Interest
2. School Board Policy 1210, 3210 & 4210 – Standard of Ethical Conduct
3. School Board Policy 1214, 3214 & 4214 – Gifts
4. School Board Policy 6320 – Purchasing
5. School Board Policy 6330 – Acquisition of Professional Architectural, Engineering, Landscape Architectural, or Land Surveying Services
6. School Board Policy 6340 – Modifications and Alterations to School Buildings
7. School Board Policy 6423 – Use of Purchasing Cards
8. School Board Policy 6460 – Vendor Relations
9. School Board Policy 6540 – Consultant Agreements
10. School Board Policy 6610 – Internal Accounts

B. State Board of Education Rules https://www.flrules.org/
1. State Board of Education Rule 6A-1.012 – Purchasing Policies
2. State Board of Education Rule 6A-1.013 – Pool Purchases

C. Florida Statutes http://www.leg.state.fl.us/statutes/
1. FS 112.313 – Standards of Conduct For Public Officers & Employees; Doing business with one’s agency
2. FS 119.071 – Inspection, Examination And Duplication Of Public Records
3. FS 120.57(3) – Procedures for Resolution Of Bid Protests
4. FS 218 – Local Government Prompt Payment Act
5. FS 274 – Tangible Personal Property
6. FS 287.055 – Acquisition of Professional Architectural, Engineering, Landscape Architectural, or Surveying And Mapping Services (Consultants Competitive Negotiations Act)
7. FS 287.056 – Purchases From Purchasing Agreements & State Term Contracts
8. FS 287.057 – Procurement of Commodities or Contractual Services
9. FS. 287.0582 – Annual Appropriation of Funds
10. FS 287.084 – Preference to Florida Businesses
11. FS 287.087 – Preference to Business With Drug-Free Workplace Program (Tie Bids)
12. FS 287.133 – Public Entity Crime
13. FS 1010.04 – Purchasing

D. State Requirements for Educational Facilities (SREF) – Chapter 4
   http://www.fldoe.org/edfacil/formsplanreview.asp

V. PURCHASING AUTHORITY

All procurement of supplies, materials, equipment, and services paid for from School District funds, Internal Accounts, or other revenue sources shall be the responsibility of the Office of Purchasing Services under the general supervision of the Superintendent or designee.

A. Purchase Order Approval Authority

1. Each purchase shall be based upon a request originating from the principal or department head where the product is used (BP 6320). Purchase orders are required for purchases $25.00 or greater.
   a) Purchases less than $25.00 may be made via use of petty cash, purchasing card transaction (when allowable) or direct payment.
   b) Purchase Orders from $25.00 to less than $25,000.00 require approval of the assigned Buyer.
   c) Purchase Orders from $25,000.00 to less than $1,000,000.00 require approval of the assigned Buyer and the Director of Purchasing and Warehouse Services or Manager of Purchasing Services.
   d) Purchase Orders $1,000,000.00 and greater require approval of the assigned Buyer, the Director of Purchasing and Warehouse Services or Manager of Purchasing Services, and the Associate Superintendent of Financial Services.

2. Purchase Order request approval is contingent upon the availability of funds, provided that such funds, to cover the expenditure, are authorized in the budget and have not been encumbered for other expenditures and that the purchase complies with all applicable policies and procedures. In addition, purchase orders shall not be executed for transactions that require School Board approval until the School Board approval has been obtained.
VI. COMPETITION REQUIREMENTS & THRESHOLDS

The purchases of like commodities or contractual services shall not be divided / split so as to avoid / circumvent these monetary threshold requirements.

A. Purchases Less Than or Equal To $3,000.00
1. A minimum of one (1) written quote must be solicited.
2. Or utilize existing solicitation, term contract, state contract, piggyback, sole source, or other exemption as specified herein. Additional approval requirements may be required for exemptions to competition.

B. Purchases Greater Than $3,000.00 and Less Than $25,000.00
1. A minimum of three (3) written quotes must be solicited.
2. Or utilize existing solicitation, term contract, state contract, piggyback, sole source, or other exemption as specified herein. Additional approvals may be required for exemptions to competition.
3. Quotes shall be awarded to the lowest, responsive, responsible vendor.
4. Schools and Departments are encourage to utilize the Request for Quote Form, Quote Tabulation and Award Sheet (see appendix) or request assistance in obtaining quotes from the Office of Purchasing Services. Board approval may be required for exemptions to competition, if not already obtained.
5. Quotes shall be requested for like items and/or services.
6. Fax or email responses are acceptable as a written response.
7. A written “No Quote” is acceptable and may count as a solicited quote.
8. Screen prints from websites or advertisements do not constitute as a written quote.
9. Copies of quotes must be received by the Office of Purchasing prior to approval of the requisition as they will become back up documentation to the Purchase Order.

C. Purchases $25,000.00 Or Greater
1. Competitive Solicitations shall be utilized for the purchases of like commodities or contractual services which aggregate $25,000.00 or greater. Board approval of Competitive Solicitations is required.
2. Or utilize existing solicitation, term contract, state contract, piggyback, sole source, or other exemption as specified herein. Board approval may be required for exemptions to competition, if not already obtained.

VII. COMPETITIVE SOLICITATIONS

A. Invitation to Bid (ITB)
1. The Invitation to Bid shall be utilized for the purchase of commodities and/or services that can be fully defined and the School District is capable of specifically defining the scope of work for which a contractual service is required or when the District School Board is capable of establishing precise specifications defining the actual commodity or group of commodities required. Also referred to as a solicitation for competitive sealed bids.
2. Award shall be made to the lowest responsive, responsible bidder(s) as defined in the solicitation document.
3. The Office of Purchasing Services, with the cooperation of the requesting school/department, shall develop the Invitation to Bid document. It is vital that the requesting school/department communicate their requirements to Purchasing by providing clear, detailed and open specifications that promote maximum and fair competition and result in obtaining best value and ensuring good stewardship of
the taxpayer funds. The bid shall contain all applicable terms and conditions prescribed by Federal, State, and School Board rules and regulations.

4. The Invitation to Bid (ITB) is posted to DemandStar (www.DemandStar.com), the School District’s online bid notification system. A notice is sent to all firms who have registered to receive notification for this particular commodity or service. The firms download the ITB document, complete the required paperwork and either mail or deliver their bid response to the Office of Purchasing Services. All bids are due at a specific date and time, and the vendor’s names shall be read aloud at a public opening. Within 1-3 business days, a bidders list containing only the vendor’s names that bid will be posted to DemandStar.

5. The Office of Purchasing Services, often with the aid of the requesting school/department, will evaluate the bids in an effort to determine the lowest, responsive, responsible bidder(s) that meet all specifications, terms and conditions. In the event of tie bids, FS 287.087 – Preference to Business with Drug-Free Workplace Program shall be applied. In the event that a tie bid remains between two bidders, a coin shall be flipped. In the event that a tie bid remains between more than two bidders, names shall be drawn.

6. A notice of intended decision and tab sheet showing award recommendation will be posted to DemandStar. The purpose of this posting is to give public notice of the School Districts intended decision and to allow any adversely affected firm an opportunity to file a protest. An agenda item will be submitted to the School Board by the Office of Purchasing Services to recommend award of the Invitation to Bid (ITB). The ITB process takes approximately five (5) to six (6) weeks.

B. Request for Proposal (RFP)

1. The Request for Proposal shall be utilized for the purchase of commodities and/or services that cannot be fully defined, when it is not practicable for the District School Board to specifically define the scope of work for which the commodity, group of commodities, or contractual service is required and when the District School Board is requesting that a responsible vendor propose a commodity, group of commodities, or contractual service to meet the specifications of the solicitation document. Reasons to issue an RFP may be that various solutions are desired, and/or cost is not the major factor in the award. Also referred to as a solicitation for competitive sealed proposals.

2. Award shall be made to one or more proposers in accordance with the selection criteria published in the solicitation document.

3. In an RFP, scope of work, requirements and evaluation criteria are listed along with any other requirements. These components are evaluated by a selection committee according to a point system enumerated in the proposal. The Office of Purchasing Services, with the cooperation of the requisitioning school/department, shall develop the specifications and evaluation criteria to be used in the RFP; this package shall contain all applicable terms and conditions prescribed by the Federal, State, and School Board rules and regulations.

4. The Request for Proposal (RFP) document is posted to DemandStar (www.DemandStar.com), the School District’s online bid notification system. A notice is sent to all firms who have registered to receive notification for this particular commodity or service. The firms download the RFP document, complete the required paperwork and either mail or deliver their RFP response to the Office of Purchasing Services. All RFP responses are due at a specific date and time, and the vendor’s names shall be read aloud at a public opening. Within 1-3 business days, a proposal list containing only the vendor’s names that responded will be posted to DemandStar.
5. After the RFP responses are received by the Office of Purchasing Services, the responses are then distributed to the selection committee members for independent evaluations. Each selection committee is comprised of a cross-functional team of School District employees that are appointed by the Office of Purchasing Services. In specific cases, when community input is needed, non-School District employees are appointed to a selection committee. The Office of Purchasing Services staff facilitates the selection committee meetings, trains new members on their responsibilities and ensures that the evaluation process is conducted in a fair and equitable manner. All selection committee meetings are considered to be public meetings and are posted to the Office of Purchasing Services website.

6. The selection committee evaluates the proposals in accordance with the point system enumerated in the RFP. The firms are ranked and the short-listed firms are invited to give oral presentations to or informal interviews with the selection committee. After the presentations/interviews, the selection committee evaluates the firms in accordance with the point system enumerated in the RFP. The firms are ranked and the selection committee agrees upon the choice of the top-ranked firm(s).

7. After the top-ranked firm(s) are been determined, a notice of intended decision with the selection committee’s recommendation will be posted to DemandStar. The purpose of this posting is to give public notice of the School District’s intended decision and to allow any adversely affected firm an opportunity to file a protest. A negotiation team appointed by the Director of Purchasing and Warehouse Services completes the negotiations and finalizes the contract. An agenda item will be submitted to the School Board by the Office of Purchasing Services to recommend award of the RFP and associated contract(s). The RFP process takes approximately nine (9) to twelve (12) weeks.

C. Request for Qualifications (RFQ) – Competitive Consultant’s Negotiation Act (CCNA)

1. A Request for Qualifications (RFQ) – CCNA and/or Design Build shall be utilized for services as outlined in Sections 255.103, 287.055, and 1013.45, Florida Statutes, State Requirements for Educational Facilities (SREF), Chapter 4, School Board Policy 6330, as the same shall be amended from time to time. These services include the following: architectural, engineering, landscape architecture, surveying, mapping, construction management and design-build. The Director of Purchasing and Warehouse Services shall publish procedures for the development and evaluation process of Request for Qualifications documents. In accordance with established rules and regulations, price is not a factor in the award criteria. The RFQ process for CCNA and/or design-build services takes approximately nine (9) to twelve (12) weeks. Refer to the Consultants Competitive Negotiation Act (CCNA) Request for Qualifications (RFQ) and Design-Build Procedures Manual (see appendix).

D. Request for Qualifications (RFQ) – Non-CCNA

1. A Request for Qualifications (RFQ) – Non-CCNA shall be utilized for commodities and/or services that are required by the School District, and for which price is not the determining factor. This process may be utilized when definite specifications cannot be written, there may be unknown areas, such software or other technology, volatile market trend changes, and/or broad specifications/requirements where additional competition from qualified firms on an as-needed basis are required and in the best interest of the School District.
2. Award shall be made to one or more respondents in accordance with the selection criteria published in the solicitation document.

3. In an RFQ (Non-CCNA), scope of work, requirements and evaluation criteria are listed along with any other requirements. These components are evaluated by a selection committee according to a point system enumerated in the proposal. The Office of Purchasing Services, with the cooperation of the requisitioning school/department, shall develop the specifications and evaluation criteria to be used in the RFQ; this package shall contain all applicable terms and conditions prescribed by the Federal, State, and School Board rules and regulations.

4. The Request for Qualifications (RFQ) document is posted to DemandStar (www.DemandStar.com), the School District’s online bid notification system. A notice is sent to all firms who have registered to receive notification for this particular commodity or service. The firms download the RFQ document, complete the required paperwork and either mail or deliver their RFQ response to the Office of Purchasing Services. All RFQ responses are due at a specific date and time, and the vendor’s names shall be read aloud at a public opening. Within 1-3 business days, a submittal list containing only the vendor’s names that responded will be posted to DemandStar.

5. After the RFQ responses are received by the Office of Purchasing Services, the responses are then distributed to the selection committee members for independent evaluations.

6. The selection committee evaluates the proposals in accordance with the point system enumerated in the RFQ. The firms are ranked and the short-listed firms are invited to give oral presentations to or informal interviews with the selection committee. After the presentations/interviews, the selection committee evaluates the firms in accordance with the point system enumerated in the RFQ. The firms are ranked and the selection committee agrees upon the choice of the top-ranked firm(s).

7. After the top-ranked firm(s) are determined, a notice of intended decision with the selection committee’s recommendation will be posted to DemandStar. The purpose of this posting is to give public notice of the School Districts intended decision and to allow any adversely affected firm an opportunity to file a protest. A negotiation team appointed by the Director of Purchasing and Warehouse Services completes the negotiations and finalizes the contract. An agenda item will be submitted to the School Board by the Office of Purchasing Services to recommend award of the RFQ and associated contract(s). The RFQ process takes approximately nine (9) to twelve (12) weeks.

E. Invitation to Negotiate (ITN)

1. The Invitation to Negotiate shall be utilized 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 District School Board determines that negotiations may be necessary for it to receive the best value.

2. This process may be utilized when specifications cannot be defined, there may be unknown areas such software or other technology, volatile market trend changes, etc. In an ITN, scope of work, requirements and evaluation criteria are listed along with any other requirements. These components are evaluated by a selection committee according to a point system enumerated in the proposal. The Office of Purchasing Services, with the cooperation of the requisitioning school/department, shall develop the specifications and evaluation criteria to be used in the ITN; this package shall contain all applicable terms and conditions prescribed by the Federal, State, and School Board rules and regulations.
3. The Invitation to Negotiate (ITN) is posted to DemandStar (www.DemandStar.com), the School District's online bid notification system. A notice is sent to all firms who have registered to receive notification for this particular commodity or service. The firms download the ITN document, complete the required paperwork and either mail or deliver their ITN response to the Office of Purchasing Services. All ITN responses are due at a specific date and time, and the vendor's names shall be read aloud at a public opening. Within 1-3 business days, a submittal list containing only the vendor's names that responded will be posted to DemandStar.

4. After the ITN responses are received, the responses are then distributed to the selection committee members for independent evaluations. Each selection committee is comprised of a cross-functional team of School District employees that are appointed by the Office of Purchasing Services. In specific cases, when community input is needed, non-School District employees are appointed to a selection committee. The Office of Purchasing Services staff facilitates the selection committee meetings, trains new members on their responsibilities and ensures that the evaluation process is conducted in a fair and equitable manner. All selection committee meetings are considered to be public meetings and are posted to the Office of Purchasing Services website.

5. The selection committee evaluates the proposals in accordance with the point system enumerated in the ITN. The firms are ranked and the short-listed firms are invited to give oral presentations to or informal interviews with the selection committee. After the presentations/interviews, the selection committee evaluates the firms in accordance with the point system enumerated in the ITN. The firms are ranked and the selection committee agrees upon the choice of the top-ranked firm(s).

6. After the top-ranked firm(s) are determined, a notice of intended decision with the selection committee's recommendation to simultaneously negotiate with the top-ranked firms will be posted to DemandStar. The purpose of this posting is to give public notice of the School Districts intended decision and to allow any adversely affected firm an opportunity to file a protest. A negotiation team appointed by the Director of Purchasing and Warehouse Services completes the negotiations simultaneously and finalizes the contract that is most advantageous to the School District. An agenda item will be submitted to the School Board by the Office of Purchasing Services to recommend award of the ITN and associated contract(s). The ITN process takes approximately twenty (20) weeks.

F. Protests
All Protests must be made in accordance with the requirements of the terms and conditions of the solicitation, the Administrative Rules of the Florida Department of Education, and Chapter 120, Florida Statutes.

VIII. EXCEPTIONS TO COMPETITION / COMPETITIVE SOLICITATIONS
Additional approval may be required for exemptions to competition. Board approval may be required for exemptions to competition $25,000 or greater, if not already obtained.

A. Bids Waived Purchases
6A-1.012 (11) (a) waives the purchase by District School Boards of professional services which shall include, without limitation, artistic services; academic program reviews; lectures by individuals; auditing services not subject to Section 218.391, F.S.; legal services, including attorney, paralegal, expert witness, court reporting, appraisal or mediator services; and health services involving examination, diagnosis, treatment, prevention, medical consultation or administration; and
6A-1.012 (11) (b) waives the purchase by District School Boards of educational services and any type of copyrighted materials including, without limitation, educational tests, textbooks, printed instructional materials, computer software, 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; and

B. Confirmation Purchases
Except as authorized herein, the issuance of a Purchase Order is required for all purchases. School Board Policy and State Board of Education Rules prohibit confirmation transactions because a financial obligation has been created without encumbering funds in advance and receiving the Office of Purchasing Services prior approval to issue a purchase order before material is shipped or services commence. All purchases must be approved in advance by first entering and posting a purchase requisition into the School District’s financial system, and having it approved by the appropriate parties described herein and rolled/converted to a purchase order.

C. Cooperative Bids
A group of governmental agencies may be combined to maximize purchasing power or reduce redundancy. A joint bid is developed, reviewed and approved by the agencies participating in the bid. The names of the agencies are listed in the bid and the vendors must agree to supply all agencies listed without exception. One agency is selected as the lead agency to solicit and administer the bid solicitation, evaluation and award process. Participating agencies adopt the recommendation of the lead agency and commit to purchase from the contract after obtaining their agency's approval.

D. Direct Negotiation
State Board Rules 6A-1.012(14) & (15) list types of purchases which may be made through the Direct Negotiation process in lieu of seeking competitive solicitations. According to these rules, purchases such as Information Technology, Insurance of all types, Entering into Risk Management Programs and Contracting with Third Party Administrators may be exempt from the competitive solicitation process. Superintendent or School Board approval shall be obtained depending on the dollar value after negotiations are completed and the contract is finalized.

E. Emergency Purchases
State Board of Education Rule 6A-1.012 (12) (e) provides guidelines for emergency purchase situations. District School Boards may dispense with requirements for competitive solicitations for the emergency purchase of commodities or contractual services when the superintendent determines in writing that an immediate danger to the public health, safety, or welfare or other substantial loss to the School District requires emergency action. After the superintendent makes such a written determination, the District School Board 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 determines in writing that the time required to obtain pricing information will increase the immediate danger to the public health, safety, or welfare or other substantial loss to the School District. Refer to the Emergency Purchase Request Form $25,000 and Over (see appendix). School Board Policy 6320 – “Each purchase shall be based upon a request originating from the principal or department head where the product is used, except in extreme
emergencies, when the Director of Purchasing Services may grant permission for such purchases. Each emergency purchase shall be followed immediately with a confirming purchase order.” Refer to the Emergency Purchase Request Form Less Than $25,000 (see appendix).

F. Grant Funded / State / Federal Contracts
State Board of Education Rule 6A-1.012 (12) (f) allows a contract for commodities or contractual services to be awarded without competitive solicitation if state or federal law, a grant or a state or federal agency contract prescribes with whom the District School Board must contract or if the rate of payment is established during the appropriations process.

G. Piggybacking
State Board of Education Rule 6A-1.012 (6) affords School Districts the right to make purchases at or below the specified prices from contracts approved by other governmental agencies throughout Florida, School Districts, community colleges, federal agencies, public or governmental agencies of any state, or from state university system cooperative bid agreements without seeking our own bids provided that parties abide by all the terms and conditions established in their original bid documents or contracts and the vendors agree to extend the bid or contract for our use. Refer to the Piggyback Check List (see appendix).

H. Pooled Purchases
See State Board of Education Rule 6A-1.013

I. Pride
See FS 287.042 (2) (a)

J. Regulated Utilities Or Government Franchised Services
State Board of Education Rule 6A-1.012 (12) (g) allows a contract for regulated utilities or government franchised services may be awarded without competitive solicitations.

K. Respect
See FS 287.042(2) (a) & FL 413.03695

L. Single / Sole Source Purchases
State Board of Education Rule 6A-1.012 (12) (d) allows commodities or contractual services available only from a single /sole source may be exempted from the competitive solicitation requirements. When a District School Board believes that commodities or contractual services are available only from a single source, the District School Board shall electronically or otherwise publicly post a description of the commodities or contractual services sought for a period of at least 7 business days. The description must include a request that prospective vendors provide information regarding their ability to supply the commodities or contractual services described. Refer to the Single/Sole Source Request/Checklist (see appendix).

M. State Contracts
State Board of Education Rule 6A-1.012(2) affords School Districts the right to purchase from State Contracts issued by the Florida Department of Management Services, Purchasing Division, (DMS) without seeking our own competitive bids. State Contracts are available on their website. School District approval is required for the original request to purchase from State Contracts, when the purchase exceeds the competitive bid threshold. Purchase orders must reference the State Contract number in order to obtain contract pricing from the vendors. Since State contracts are automatically renewed / extended at
the state level and posted on their website, School District Board approval is not required for renewing of a state contract.

N. **State Purchasing Agreements**  
See State Board of Education Rule 6A-1.012(5)

O. **Trust Funds**  
State Board Rule 6A-1.091 exempts purchases made from funds handled in trust for individuals such as purchases of class jewelry, school annuals, cards and invitations, insignia, caps and gowns, etc.

IX. **AGreements / Contracts**

A. **Consultant Agreements Approval Authority**  
The Superintendent, Deputy, Associate, Assistant, and Area Superintendents are authorized to enter into agreements with consultants to provide training and advisory services. Agreements must be signed by the consultant and approving authority prior to the performance of services (BP 6540). The Consultant Agreements must be on the appropriate templates and published administrative procedures (see appendix). The following additional approval signatures must be obtained prior to any services being performed.

1. Agreements in excess of $50.00 per hour ($400.00 per day) up to $100.00 per hour ($800.00 per day), which total less than $25,000.00, must be approved by the Superintendent or Associate Superintendent of Financial Services.
2. Agreements in excess of $100.00 per hour ($800.00 per day), which total $25,000.00 or more, must be approved by the School Board.

B. **Agreements / Contracts Approval Authority**  
It is advised that all agreements / contracts be routed through the Office of Purchasing Services. Agreements should be done when services provided are complex and include risk to the School District. The Office of Purchasing Services has developed Sales and Services Agreement (SSA) and Amendment templates that have been approved by the School Board Attorney. Whenever possible, template agreements should be utilized as they will not have to be sent to the School Board Attorney for further review unless the vendor requests changes to the standard terms and conditions. Non-standard agreements may require review and approval of the School Board Attorney. The Office of Purchase Services can assist in the review of agreements and routing to the proper approval authority. Principals / Directors do not have signature authority except as authorized in Board Policies 9701 – Advertising and Commercial Activities, 7510 – Use of School District Facilities (Administrative Procedures) and Game Contracts for Athletic Events between Schools (Internal Accounts Procedures).

1. Agreements / Contracts Less Than $25,000.00  
   a) Superintendent is authorized to approve and sign the agreement.  
   b) Amendments shall follow the same approval authority unless the amendment puts the value of the agreement equal to $25,000.00 or greater, then School Board approval shall be required.

2. Agreements / Contracts $25,000.00 or greater  
   a) School Board approval is required and the Board Chair and Superintendent will sign the agreement.  
   b) Amendments shall follow the same approval authority.
X. PURCHASING CARD PROGRAM
The Board recognizes the value of a purchasing card as an efficient method of payment and record keeping for certain expenses. The Board, therefore, has authorized the use of School District purchasing cards. The authorization, handling, and use of purchasing cards has been established to provide a convenient and efficient means to purchase goods and services from vendors. Purchasing cards, however, shall not be used in order to circumvent the general purchasing procedures established by State law and Board policy (BP 6423). The Office of Purchasing Services and the Office of Accounting Services will monitor the performance of the program. Refer to the Purchasing Card Procedures Manual (see appendix).

XI. INSURANCE AND FINGERPRINTING REQUIREMENTS
A. Insurance Requirements
1. The Office of Risk Management is responsible for setting limits and guidelines for insurance requirements.

B. Fingerprinting /Background Screening Requirements
1. The Office of District & School Security is responsible for capturing the fingerprints of all contractors working on Brevard Public School property as mandated in the Jessica Lunsford Act Florida State Statute 1012.465.
2. Instructions for Vendors & Contractors Security Requirements are located on District Security’s website http://security.brevard.k12.fl.us/.
3. The Office of Purchasing Services works to ensure that all competitive solicitations, agreements / contracts, and purchase order terms and conditions include language regarding the Jessica Lunsford Act Requirements in order for all awarded contractors to understand and comply with the District’s requirements.

XII. CONTRACT ADMINISTRATION
Contract administration involves those activities that begin after the award of the contract. Its purpose is to assure that the contractor’s and agency’s performance is in accordance with the terms and conditions of the contract. It encompasses all dealings between the School District and the contractor from the time the contract is awarded until the work has been completed and accepted or the contract terminated, payment has been made, and disputes have been resolved. Contract administration is the primary part of the procurement process that ensures the School District receives what it paid for.

A. Contract Types
In relation to contract administration, there are several common types of contracts: Purchasing Card Transactions, Purchase Orders, Blanket Purchase Orders, Consultant Agreements, Sales and Services Agreements, Memorandums of Understanding, Awarded Competitive Solicitations, Contracts for Services, Leases, Software, Construction, and Professional Services.

B. Contract Administrator
1. Contract administration is part of the overall procurement process, however, this responsibility has been decentralized to the end user schools / departments.
2. The Contract Administrator should generally be the District employee who is the end user of the contract, the staff member who has a vested interest in the outcome of the procurement, and who will be responsible for ensuring the proper adherence to all contract specifications by the contractor. When necessary, the Contract Administrator by title or name will be specified within the contract. It is the
responsibility of the assigned Contract Administrator to perform contract administration duties.

3. The nature and scope of contract administration will vary from contract to contract. It can range from the minimum acceptance of a delivery and payment to the contractor to extensive involvement by program, audit, and procurement officials throughout the contract term. Factors influencing the degree of contract administration include the nature of the work, the type of contract, and the experience and commitment of the personnel involved. Depending upon the complexity of the contract, a contract administration team may be appointed that may include but not limited to: the Office of Purchasing Services, subject matter experts, project managers, consultants, engineers, and legal counsel.

C. Post Award Activities
Post award activities that occur between the School District and contractor may include some or all of the following activities: post award conference, monitoring and review of contractor performance, monitoring quality, monitoring schedules, monitoring conflicts, monitoring budget and payment, monitoring risk of failure, monitoring subcontracts, monitoring data, monitoring reports, monitoring acceptance, and close-out.

D. Delivery, Inspection, Acceptance and Rejection
1. Delivery of Goods
   a) The Contract Administrator should have a clear understanding of the shipping terms, maintain a copy of the purchase order or award document, and shall be responsible for ensuring the vendor complies with the shipping terms stated in the purchase order or contract.
   b) Unless otherwise specified contractually, the School District requests all goods be shipped F.O.B. Destination, with all shipping charges pre-paid and allowed. F.O.B. Destination means that title passes when goods are received on site at the location as designated by the contract. Pre-Paid and allowed means that all shipping charges are included in the quoted prices.
   c) The contractor may be required by the contract to deliver in a specific manner such as one of the following: tailgate only, at dockside only, deliver on pallets, make inside delivery by floor and room number, deliver and install and remove all debris, or deliver at only certain specified hours. Delivery instructions should be made clear in the purchase order or award documents specifying any conditions or issues impacting delivery such as restrictive loading areas or limited elevator access.
   d) Delivery must be made by the date or period specified in the PO and/or contract or the contractor may be considered to be in default.
2. Inspection
   a) The Contract Administrator is responsible for inspecting and accepting goods or services purchased by their school / department. Inspection ensures that the contract is fully performed by guaranteeing that the product or service is received in the correct quality, correct quantity and in a timely manner. Proper receiving and inspection techniques provide for the early the detection of defects and allow for corrective action to be taken.
   b) Inspection of received goods may include but not be limited to receiving personnel to look for shipping damage, count the quantities, and noting that the items have been received. On the contrary, some purchases of goods or services may include one or more of the following inspection
techniques: after-delivery inspection, in-process inspection, final
inspection, sampling inspection, technical testing, and first-article testing.

c) It is the Contract Administrator’s responsibility to promptly inspect
deliveries for shipping damage at the receiving location. Concealed
damage or latent defects should be reported to the contractor immediately
upon discovery and prior to removal from the point of delivery, if possible.
If latent defects are found, the contractor is responsible for replacing the
defective goods within the delivery time originally stated in the solicitation
and is liable for any resulting expenses incurred by the School District. For
any latent defects that exceed the originally stated delivery time, the
Contract Administrator shall contact the Office of Purchasing Services.

3. Acceptance
a) The acceptance process is a critical part of contract administration.
Acceptance entitles the contractor to payment and often limits the rights
of the School District to seek remedies if defects are found at a later date.
In order to seek remedy after a good or service has been accepted it would
have to be determined to be a latent defect or fraud.
b) Notification of the acceptance should be completed in the School District’s
financial system by ‘receiving’ on the good or service that is being
accepted. Timely and proper payment of invoices requires expedient
review and acceptance of the delivery against the terms of the purchase
order or contract.

4. Rejection
Rejection of goods or services is the responsibility of the Contract Administrator.
Rejection should generally occur whenever the goods or services do not comply
with contract requirements. In the event of a partial or total rejection, and when
warranted, the Contract Administrator shall immediately notify the contractor as to
the reasons for rejection and to request prompt action to correct the problem within
a reasonable timeframe. Depending on the contract, further discussions with and
the provision of additional documentation may be required by the Office of
Purchasing Services.

E. Invoices and Payments
1. Invoices
a) Invoices must be date and time stamped upon receipt.
b) Invoices must be thoroughly reviewed to ensure that what is billed is
accurate based on services rendered/goods received and what was
agreed upon in the contract/purchase order. Invoices should only be
recommended for payment approval if the nature, type, and quantity of
effort or materials being expended are in general accord with the progress
of work under the contract.
c) The vendor must provide appropriate backup documentation with the
invoice remitted for payment. For time and materials contracts, it is
essential that billed costs be analyzed (and challenged when appropriate)
prior to approval for payment. Invoices should specify the amount and type
of labor that is contained in the contract with the associated rates and the
material costs so that verification of contract terms and pricing can be
accomplished. The material costs should be supported with
documentation as required in the contract (i.e., price list or vendor’s cost).
2. Payments
   a) Payments are made in accordance with the Florida Prompt Payment Act for prompt payments (F.S. 218.73 and 218.74).
   b) In general, payments for supplies and services take place upon the successful completion of some portion or all of the work required by the contract. Depending on the complexity and variety of the supplies and services, the contract may include one or more of the following types of payments: partial, progress, milestone, advance, withholding, and completion.

F. Contract Modifications (Amendments and Change Orders)
   All contract modifications and change orders require the Office of Purchasing Services review and approval. Any request for change affecting price, quality, quantity, delivery, term, or cancellation requires additional discussion and documentation. In addition, Superintendent or School Board approval may be required.

G. Contract Renewal and Extension
   1. Renewal
      Contracts may contain a renewal clause describing the conditions under which it may be renewed for a stipulated period of time. However, no contract may be renewed and no additional consideration may be paid unless specifically provided for in the original contract. In addition, Superintendent or School Board approval may be required.
   2. Extension
      The Office of Purchasing Services may extend the term of an existing contract for services to allow completion of any work undertaken but not completed during the original term of the contract. Also, in exceptional or extenuating circumstances a contract may be extended by mutual consent in writing for a limited period of time, not to exceed six (6) months. In addition, Superintendent or School Board approval may be required.

H. Closing / Cancellations of Purchase Orders and Contracts
   The Office of Purchasing Services may close and/or cancel purchase orders at the request of the end user school / department. Requests to close or cancel a purchase order may be sent to the Purchase Mailbox, purchase@brevardschools.org. Request to cancel agreements / contracts will require additional discussion and documentation. End user school / department should contact the appropriate Buyer to begin the process. In addition, Superintendent or School Board approval may be required.

I. Contract Terminations
   1. Termination for Convenience
      Termination for convenience is a contract clause which may be contained in the contract language that would allow for a contract to be terminated in accordance with contract provisions with no reflection on the vendor’s performance. The effective termination date and the extent of termination must be specified in writing to the contractor in accordance with the terms and conditions within the contract. Termination for convenience will require additional discussion and documentation with the Office of Purchasing Services. In addition, Superintendent or School Board approval may be required.
2. Termination for Default
Termination for default is a contract clause which may be contained within the contract language that would allow for a contract to be terminated due to the failure of contractor to perform satisfactory. The right to terminate for default is contingent upon two factors: (1) reasonable grounds for termination or (2) noncompliance with certain procedural notification requirements. Documentation is crucial in relation to this process. There are three types of notices that are normally associated with a termination for default clause: (1) cure notice, (2) show cause, and (3) notice of termination for default. Termination for default will require additional discussion with and the provision of documentation to the Office of Purchasing Services. In addition, Superintendent or School Board approval may be required.

J. Vendor Performance Complaints
Complaints and/or discrepancies on vendor performance should be reported as they occur using the Report of Unsatisfactory Materials and/or Service (see appendix). Vendors are requested to respond within ten days. Failure to respond, or an unsatisfactory response, could result in the District’s withholding payment on invoices, termination of the contract, or it could negatively impact the contractor’s future business with the School District. Reports of Unsatisfactory Materials and/or Service are necessary in order for the Office of Purchasing Services to develop vendor history, evaluate vendor performance, and, if required, to take appropriate and timely action.

K. Other Contract Administration Factors
1. Record Keeping
   a) Records shall be maintained for each contract that contains the following where applicable: the contract and any modifications, all contract correspondence, inspections, records, memos and notes of conversations with the contractor, invoices/vouchers, supporting documentation, and travel reports.
   b) All key stakeholders with the school/department shall have access to and understand all contract milestones, commitments, and obligations.
   c) If requested, the school/department shall be able to demonstrate that all contract related commitments and obligations are in compliance.
   d) If problems with a contractor persist after attempts have been made to seek correction, the Office of Purchasing Services shall be contacted with the complaint to seek formal remediation.

2. Consultant Services
When the services of a consultant are utilized, especially when analysis and research are involved and the contractor’s performance results in a written report or other document (i.e., the deliverable), it is imperative that the Contract Administrator periodically check the contractor’s performance and assure that it is progressing to the degree anticipated. Crucial milestone or progress reports may be required to be submitted by the contractor in the solicitation which would assist in post-award administration of the contract. If performance is found not to be up to expectations, the contractor shall be given a “cure” notice with specific guidance on what must be done to adequately meet performance expectations.

3. Revenue Based Contracts
Revenue based contracts allow the School District to share in the revenues certain activities generate rather than require any expenditure of funds. Commissions normally are based as a percentage of sales. It is imperative that the School District have the ability to verify sales under agreements of this type to ensure that the School District is obtaining the correct percentage of profits.
4. District-Wide Contracts
District-Wide contracts include terms and conditions and pricing schedules to be utilized by all Schools and Department. District-Wide contracts may not have an assigned Contract Administrator. Schools and Departments who use these contracts will generally be responsible for the contract administration responsibilities.

XIII. DEFINITIONS

Addendum/Addenda: A written change, addition, alteration, correction or revision to a bid, proposal or contract document. Addendum/Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope change to the solicitation.

Award Letter: A letter to the successful firm(s) notifying it/them of the award of the solicitation/contract.

Bid: An offer submitted by a prospective vendor in response to an Invitation to Bid, issued by the Office of Purchasing Services; becomes a contract after approval by the School Board.

Blanket Purchase Order: A purchase order issued to a vendor, for a prescribed period of time and a prescribed dollar amount, or just a prescribed dollar amount, to allow the school/department authorized on the order to secure item(s)/service(s) directly from the firm as needed at the prices, terms and conditions specified on the order.

Business: Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity which has commodities and/or services available for which the School District has a requirement.

Competitive Sealed Bidding: Preferred method for acquiring goods, services and construction for public use in which the award is made to the lowest, responsive and responsible bidder, based solely on the response to the criteria set forth in the Invitation to Bid document; does not include discussions or negotiations with bidders.

Competitive Solicitation: Purchasing made through the issuance of an invitation to bid, request for proposals and invitation to negotiate.

Construction: The process of building, altering, repairing, improving, or demolishing any public structure or building or other public improvement of any kind to any public real property owned or leased by the School District; does not include routine repair, operation or maintenance of existing real property.

Contract: An obligation, such as an accepted offer, between competent parties upon a legal consideration, to do or not do something. A legally binding promise, enforceable by law. An agreement between parties with binding legal and moral force, usually exchanging goods or services for money or other considerations. The essential elements of a contract are: an offer and an acceptance of that offer; the capacity of the parties to contract; consideration to support the contract; a mutual identity of consent; legality of purpose; and definiteness.

Contract Administration: Following the award of a contract, the management actions that must be taken to assure full compliance with all of the terms and conditions contained within the contract document, including price. Action steps that assure that the contractor is in full compliance with the entire contract. Contract administration activities include payment, monitoring of progress, inspection and acceptance, quality assurance, monitoring and surveillance, modifications, negotiations, contract closeout, and other activities.
**Contract Management:** The overarching process that a governmental agency will use to ensure that the contractor has performed in accordance with the performance standards contained within the statement of work (SOW) or the Performance Work Statement (PWS). There are six phases of the contract management process: procurement planning, solicitation planning, solicitation, source selection, contract administration, and contract close-out.

**Contractor:** Any person or firm contracting to provide commodities or services to the School District.

**Definite Quantity Contract:** A Contract to furnish a specific quantity of an item or items at a specified time.

**Domiciled:** The state in which a business has its principal place of business and, as it relates to corporation, the state under whose laws the corporation was formed.

**Emergency Purchase:** The immediate purchase of commodities or services caused by a sudden, unexpected turn of events beyond the control of the School District involving public health, welfare, safety, injury or loss.

**Identical (Tie) Bids:** Two or more bids that are equal in all respects as to price, quality and service.

**Invitation to Bid:** A formal document initiated by the Office of Purchasing Services soliciting bids for supplies, equipment or services, containing or incorporating by reference the specifications or scope of work and all contractual terms and conditions of the purchase. The document contains the necessary forms upon which vendors officially submit their bid response

**Invitation to Negotiate:** A competitive solicitation utilized for complex procurements; usually results in simultaneous negotiations with two or more top-ranked firms.

**Notice of Intended Decision:** A letter issued by the Office of Purchasing Services to all interested parties; the purpose is to notify them of the recommendation made by Purchasing regarding the award recommendation.

**Protest:** There are two (2) types of ‘Protests’: 1) “Protest of Bid Specifications” and 2) “Protest of Award”. A “Protest of Bid Specifications” is when a vendor(s) objects to the Technical Specifications. A “Protest of Award” is when a vendor(s) objects to the award methodology or the firm that the award is made to; in order to have a valid protest, the protesting firm must be materially affected.

**Purchase:** An acquisition of commodities or services obtained by purchase order or contract, whether by rent, lease, installment, lease-purchase, or outright purchase.

**Purchase Order:** A purchaser's written document to a vendor formalizing all the terms and conditions of a proposed transaction, such as a description of the requested items, delivery schedule, terms of payment, and transportation.

**Purchase Requisition:** A request to obtain material or services and authority to commit funds to cover the purchase.

**Purchasing Activity:** A School District activity that includes the development of descriptions/specifications, the solicitation and selection of sources, the preparation and award of contracts for the procurement of commodities and services, the performance of post-award functions, and the administration of contracts.
Purchasing Agent: Any person assigned the responsibility by the Superintendent to approve purchase orders, develop competitive solicitations and contracts, administer and oversee any awarded contracts and/or to advise School District schools/departments in regard to any of their procurement/contractual needs. Commonly referred to as a Buyer.

Quotation: An informal purchasing process which solicits pricing information from several sources. May be received in written or verbal form.

Request for Proposal (RFP): All documents, whether attached or incorporated by reference, utilized for soliciting competitive proposals, a solicitation method used for requirements exceeding authorized limits when it is expected that negotiations with one or more bidders may be required with respect to any aspect of the requirements, or other factors will be considered in the selection of the contractor in addition to price, or only one source is being solicited.

Responsible Bidder: A bidder or offeror who has the capability in all respects to perform fully the contract requirements, and the experience, integrity, perseverance, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

Responsive Bidder: A vendor who has submitted a bid which conforms in all material respects to the requirements stated in the competitive solicitation.

School Board: The word School Board refers to the elected officials of the School Board of Brevard County, Florida, its duly authorized representatives, and any school, department, or unit within the School District.

School District: The word School District refers to the entity, The School Board of Brevard County, Florida.

Services Contract: An agreement calling for a contractor’s time and effort. The furnishing of labor, time, or effort by a contractor or vendor, which may involve to a lesser degree, the delivery or supply of products.

Single Source Purchase: A procurement decision whereby purchases are directed to one source because of standardization, warranty, or other factors, even though other competitive sources may be available.

Sole Source Purchase: Only one vendor possesses the unique and singularly available capability to meet the requirement of the solicitation, such as technical qualifications, ability to deliver at a particular time, or services from a public utility. Under this definition, items that are manufactured by only one vendor but sold through dealers or distributors, are not a sole source because competition is available.

Term Contract: A contract to furnish an indefinite quantity of an item(s)/service(s) during a prescribed period of time at a specific price(s).

Note: Should there be a conflict in the above-referenced definitions, if a definition is required, or if a definition is revised, those definitions as listed in the latest version of the National Institute of Governmental Purchasing, Inc. “Dictionary of Purchasing Terms” shall be incorporated into this procedures manual.
XIV. APPENDIX (Documents are available on the Office of Purchasing Services Internet and Internal Sites)

A. Consultant Agreement Templates with Instructions, Insurance Requirements, and Hold Harmless Agreement

B. Consultants Competitive Negotiation Act (CCNA) Request For Qualifications (RFQ) and Design-Build Procedures Manual

C. Emergency Purchase Request Forms

D. Emergency Weather Purchasing Policy

E. Piggyback Checklist

F. Purchasing Card Procedures Manual

G. Quick Reference Guide for Competition Requirements

H. Report of Unsatisfactory Materials and/or Service

I. Request for Quote Form and Quote Tabulation and Award Sheet

J. Single/Sole Source Request/Checklist

K. Staff Commodity / Responsibility List