

Travis Fulton NIGP-CPP, CPPB

Director of Purchasing and Contract Administration 6544 Firehouse Road, Milton, Florida 32570-3411

Phone: (o)850-983-5130

(c)850-380-0278

E-mail: fultont@santarosa.k12.fl.us

Website: https://sites.santarosa.k12.fl.us/purchasing/

September 08, 2022

Dr. Karen Barber Superintendent of Schools 6032 Highway 90 Milton, FL 32570

Dear Dr. Barber,

Notification to the Board of the execution of non-competitively sourced contracts that were above the prescribed threshold established by School Board Policy 7.70(2).

Sincerely,

**Travis Fulton** 

TF/dlc

Att.: 7

Vendor	Amount	P.O. #	Purchase	Requested by / Dept.	Justification
K12 FLORIDA LLC	\$130,000.00	733562	Web-based Student Services; online curriculum for 22-23 FY	Laura Austin, Principal of Virtual School	Exempt per DOE 6A-1.012(11)(B) Educational Services
FLORIDA VIRTUAL SCHOOL	\$280,000.00	733563	Web-based Student Services; online curriculum for 22-23 FY	Laura Austin, Principal of Virtual School	Exempt per DOE 6A-1.012(11)(B) Educational Services
FOCUS SCHOOL SOFTWARE	\$221,342.50	733564	Focus SIS Annual Maintenance, Hosting, & LMS Annual License Fee 9/1/22-8/31/23	David Hicks, Assistant Superintendent Information Technology Services	Exempt per DOE 6A-1.012(14) Information Technology



State Tax Exemption # 858012622341C0 Federal Employer Identification # 596000845

## SANTA ROSA COUNTY SCHOOLS

Purchase Order Blanket - K-12 2022-2023 PO# 733562 08/16/2022 Vendor (V000018503)

Show P.O. Number on all shipping containers, packing lists, correspondences, and invoices.

Order Contact: Susan Huffines Center/School Contact: 9038 PRINCIPAL OF VIRTUAL SCHOOL 5330 BERRYHILL ROAD Checked box indicates order must be fully received and invoiced by 06/30/2023. Cancellations must be in writing. No backorders without buyer approval. MILTON, FL 32570 K12 FLORIDA LLC Bill To 9143 PHILLIPS HIGHWAY PRINCIPAL OF VIRTUAL SCHOOL SUITE 590 5330 BERRYHILL ROAD JACKSONVILLE, FL 32256 MILTON, FL 32570 850-981-7860

Item # Description	Quantity	UOM	Unit Price	Amount
Student Services (all web based). Services including: Online curriculum and teachers for the fiscal year 2022-2023. School Board approved 7-8-2021.	1		130,000.00	130,000.00
			Total	130,000.00

Fund	Function	Object	Facility	Project	Program	Amount
100	5100	369	7001	957	101	60,000.00
100	5100	369	7001	957	102	40,000.00
100	5100	369	7001	957	103	30,000.00

Bryan Gabbard Purchasing Manager

Buyan D. Halla

#### Comments for vendor:

### Terms & Conditions:

- 1. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.
- 2. Do not exceed quantities or price without prior approval.
- ${\it 3. }\ No\ substitutions\ without\ prior\ approval.$
- 4. Payment will be made only to the vendor listed above.
- 5. Collect shipments will be refused.
- 6. Termination per 2 CFR Appendix II to Part 200(B) and Florida Statute 287.058 for contracts exceeding \$10,000: a. The School Board may terminate an agreement, in part or in whole, for its convenience or the failure of the vendor to fulfill contractual obligations. The School Board shall terminate by delivering to the vendor a written Notice of Termination specifying the nature, extent and effective date of the termination. Upon receipt of the notice, the vendor shall: i. Immediately discontinue all services affected (unless the notice directs otherwise). ii. Deliver to the School Board all information, papers, reports and other materials accumulated or generated in performing the contract, whether completed or in progress. b. If the termination is for the convenience of the School Board, the School Board shall only be liable for payment for services rendered before the effective date of the termination. c. If the termination is due to the failure of the vendor to fulfill its obligations under the contract, The School Board may: i. Require the vendor to deliver any work described in the Notice of Termination ii. Take over and prosecute the same to completion by contract of otherwise and the vendor shall be liable for any additional cost incurred by the School Board. iii. Withhold any payments to the vendor for purpose of set-off or partial payment, as the case may be, of amounts owed by the School Board to the vendor. d. In the event of termination for cause, the School Board shall be liable to the vendor for reasonable costs incurred by the vendor before the effective date of the termination. Any dispute shall be decided by the School Board's Director of Purchasing and Contract Administration.
- 7. The Jessica Lunsford Act: The Santa Rosa County School District reserves the right to refuse to accept services from any personnel deemed by the Santa Rosa County School District to be unqualified, disorderly, or otherwise unable to perform assigned work. This law, effective September 1, 2005, affects your business if you, your employees or your agents will have access to school grounds when students are present, have direct contact with students or have access to or control of school funds. A copy of House Bill 1877, which was approved by the Governor on May 2, 2005 (Chapter 2005-28, L.O.F., section 21) may be found by accessing the following link on the internet: http://laws.flrules.org/files/Ch\_2005-028.pdf. The requirements of this new law must be met in order for the School Board to continue working with you. The implementation procedures for this new law, as well as the amendment of July 2007, are posted on our website, at:

http://srcsdhumanresources.weebly.com/jessica-lunsford.html

- 8. (Service proposals only) Insurance required to be carried shall include (for specific limits contact Risk Management at (850) 983-5006): a. The Company shall furnish proof of the following insurance to the Board by Certificate of insurance. b. The Certificate of Insurance shall state that the School Board, including its agents and employees, are additional insureds under the policy or policies. c. Workers' Compensation Insurance. d. Comprehensive General Liability Insurance. e. Business Automobile Liability.

  9. It is a condition of this Purchase Order that the vendor will comply with all Federal, State and Local laws, ordinances and rules, including but not
- limited to self-reporting if listed on the Federal Suspension and Debarment list and if convicted of Public Entity Crimes.



State Tax Exemption # 858012622341C0 Federal Employer Identification # 596000845

# SANTA ROSA COUNTY SCHOOLS

Purchase Order Blanket - FLVS 22-23 PO# 733563 08/17/2022 Vendor (V000018511)

Show P.O. Number on all shipping containers, packing lists, correspondences, and invoices.

Order Contact: Susan Huffines Ship To Center/School Contact: 9038 PRINCIPAL OF VIRTUAL SCHOOL 5330 BERRYHILL ROAD Checked box indicates order must be fully received and invoiced by 06/30/2023. Cancellations must be in writing. No backorders without buyer approval. MILTON, FL 32570 FLORIDA VIRTUAL SCHOOL Bill To 5422 CARRIER DRIVE PRINCIPAL OF VIRTUAL SCHOOL **SUITE 201** 5330 BERRYHILL ROAD ORLANDO, FL 32819 MILTON, FL 32570 850-981-7860

Item # Description	Quantity	UOM	Unit Price	Amount
Student Services (all web based). Services including online curriculum for the fiscal year 2022-2023. School Board Approved 7-8-2021	1		280,000.00	280,000.00
			Total	280,000.00

Fund	Function	Object	Facility	Project	Program	Amount
100	5100	369	7004	956	101	25,000.00
100	5100	369	7004	956	102	65,000.00
100	5100	369	7004	956	103	190,000.00

Bryan Gabbard Purchasing Manager

Buyen D. Salla

#### Comments for vendor:

### Terms & Conditions:

- 1. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.
- 2. Do not exceed quantities or price without prior approval.
- 3. No substitutions without prior approval.
- 4. Payment will not be made until an order is completed in full.
- 5. Payment will be made only to the vendor listed above.
- 6. Collect shipments will be refused.
- 7. Termination per 2 CFR Appendix II to Part 200(B) and Florida Statute 287.058 for contracts exceeding \$10,000: a. The School Board may terminate an agreement, in part or in whole, for its convenience or the failure of the vendor to fulfill contractual obligations. The School Board shall terminate by delivering to the vendor a written Notice of Termination specifying the nature, extent and effective date of the termination. Upon receipt of the notice, the vendor shall: i. Immediately discontinue all services affected (unless the notice directs otherwise). ii. Deliver to the School Board all information, papers, reports and other materials accumulated or generated in performing the contract, whether completed or in progress. b. If the termination is for the convenience of the School Board, the School Board shall only be liable for payment for services rendered before the effective date of the termination. c. If the termination is due to the failure of the vendor to fulfill its obligations under the contract, The School Board may: i. Require the vendor to deliver any work described in the Notice of Termination ii. Take over and prosecute the same to completion by contract of otherwise and the vendor shall be liable for any additional cost incurred by the School Board: iii. Withhold any payments to the vendor for purpose of set-off or partial payment, as the case may be, of amounts owed by the School Board to the vendor. d. In the event of termination for cause, the School Board shall be liable to the vendor for reasonable costs incurred by the vendor before the effective date of the termination. Any dispute shall be decided by the School Board's Director of Purchasing and Contract Administration.
- 8. The Jessica Lunsford Act: The Santa Rosa County School District reserves the right to refuse to accept services from any personnel deemed by the Santa Rosa County School District to be unqualified, disorderly, or otherwise unable to perform assigned work. This law, effective September 1, 2005, affects your business if you, your employees or your agents will have access to school grounds when students are present, have direct contact with students or have access to or control of school funds. A copy of House Bill 1877, which was approved by the Governor on May 2, 2005 (Chapter 2005-28, L.O.F., section 21) may be found by accessing the following link on the internet: http://laws.flrules.org/files/Ch 2005-028.pdf. The requirements of this new law must be met in order for the School Board to continue working

- with you. The implementation procedures for this new law, as well as the amendment of July 2007, are posted on our website, at: http://srcsdhumanresources.weebly.com/jessica-lunsford.html
- 9. (Service proposals only) Insurance required to be carried shall include (for specific limits contact Risk Management at (850) 983-5006): a. The Company shall furnish proof of the following insurance to the Board by Certificate of insurance. b. The Certificate of Insurance shall state that the School Board, including its agents and employees, are additional insureds under the policy or policies. c. Workers' Compensation Insurance. d. Comprehensive General Liability Insurance. e. Business Automobile Liability.
- 10. It is a condition of this Purchase Order that the vendor will comply with all Federal, State and Local laws, ordinances and rules, including but not limited to self-reporting if listed on the Federal Suspension and Debarment list and if convicted of Public Entity Crimes.



State Tax Exemption # 858012622341C0 Federal Employer Identification # 596000845

## SANTA ROSA COUNTY SCHOOLS

Purchase Order Standard - Focus PO# **733564** 08/17/2022 Vendor (V000020890)

Show P.O. Number on all shipping containers, packing lists, correspondences, and invoices.

Center/School Contact: 9033	Ship To
Checked box indicates order must be fully received and invoiced by 06/30/2023. Cancellations must be in writing. No backorders without buyer approval.	INFORMATION TECHNOLOGY SERVICES 5086 CANAL ST - ANNEX BLDG MILTON, FL 325706706
FOCUS SCHOOL SOFTWARE	DUIT.
FOCUS SCHOOL SOFTWARE	Bill To
475 CENTRAL AVENUE	INFORMATION TECHNOLOGY SERVICES
475 CENTRAL AVENUE	INFORMATION TECHNOLOGY SERVICES

Item # Description	Quantity	UOM	Unit Price	Amount
Focus SIS Annual Maintenance starts 09/01/2022-08/31/2023	1		221,342.50	221,342.50
Hosting-\$31,175.00 (1.00); LMS-Navigate Item Bank-\$57,673.75 (\$1.85); LMS Annual License Fee-\$46,762.50 (1.50); LMS Discount 50%\$23,381.25	1		0.00	0.00
			Total	221,342.50

Fund	Function	Object	Facility	Project	Program	Amount	
100	8200	369	9033	907333		221,342.50	_

Bryan Gabbard Purchasing Manager

Bryan D. Hall

#### Comments for vendor:

### Terms & Conditions:

- 1. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. If a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract.
- 2. Do not exceed quantities or price without prior approval.
- 3. No substitutions without prior approval.
- 4. Payment will not be made until an order is completed in full.
- 5. Payment will be made only to the vendor listed above.
- 6. Collect shipments will be refused.
- 7. Termination per 2 CFR Appendix II to Part 200(B) and Florida Statute 287.058 for contracts exceeding \$10,000: a. The School Board may terminate an agreement, in part or in whole, for its convenience or the failure of the vendor to fulfill contractual obligations. The School Board shall terminate by delivering to the vendor a written Notice of Termination specifying the nature, extent and effective date of the termination. Upon receipt of the notice, the vendor shall: i. Immediately discontinue all services affected (unless the notice directs otherwise). ii. Deliver to the School Board all information, papers, reports and other materials accumulated or generated in performing the contract, whether completed or in progress. b. If the termination is for the convenience of the School Board, the School Board shall only be liable for payment for services rendered before the effective date of the termination. c. If the termination is due to the failure of the vendor to fulfill its obligations under the contract, The School Board may: i. Require the vendor to deliver any work described in the Notice of Termination ii. Take over and prosecute the same to completion by contract of otherwise and the vendor shall be liable for any additional cost incurred by the School Board. iii. Withhold any payments to the vendor for purpose of set-off or partial payment, as the case may be, of amounts owed by the School Board to the vendor. d. In the event of termination for cause, the School Board shall be liable to the vendor for reasonable costs incurred by the vendor before the effective date of the termination. Any dispute shall be decided by the School Board's Director of Purchasing and Contract Administration.
- 8. The Jessica Lunsford Act: The Santa Rosa County School District reserves the right to refuse to accept services from any personnel deemed by the Santa Rosa County School District to be unqualified, disorderly, or otherwise unable to perform assigned work. This law, effective September 1, 2005, affects your business if you, your employees or your agents will have access to school grounds when students are present, have direct contact with students or have access to or control of school funds. A copy of House Bill 1877, which was approved by the Governor on May 2, 2005 (Chapter 2005-28, L.O.F., section 21) may be found by accessing the following link on the internet: http://laws.flrules.org/files/Ch\_2005-028.pdf. The requirements of this new law must be met in order for the School Board to continue working with you. The implementation procedures for this new law, as well as the amendment of July 2007, are posted on our website, at:

- http://srcsdhumanresources.weebly.com/jessica-lunsford.html
- 9. (Service proposals only) Insurance required to be carried shall include (for specific limits contact Risk Management at (850) 983-5006): a. The Company shall furnish proof of the following insurance to the Board by Certificate of insurance. b. The Certificate of Insurance shall state that the School Board, including its agents and employees, are additional insureds under the policy or policies. c. Workers' Compensation Insurance. d. Comprehensive General Liability Insurance. e. Business Automobile Liability.

  10. It is a condition of this Purchase Order that the vendor will comply with all Federal, State and Local laws, ordinances and rules, including but not
- limited to self-reporting if listed on the Federal Suspension and Debarment list and if convicted of Public Entity Crimes.