

PURCHASING POLICIES

The Board of Education authorizes the Superintendent or his/her designee to establish purchasing and procurement procedures and practices consistent with this policy, federal and state law and generally accepted governmental purchasing practices.

The following policies will be followed by all employees of the District in purchasing supplies or material for day to day operations of the schools, equipment and furniture, and in the erection, improvement, remodeling or repair of school buildings. This policy applies to purchases made with local, state, and federal funds.

When purchasing goods or services for Edmond Public Schools, diligent effort will be made to obtain the best prices possible without sacrificing necessary quality or service. In order to obtain the best prices possible, multiple bids will be conscientiously pursued. If multiple bids are not received, items will be rebid or a written explanation of circumstances will be provided to the Board of Education along with the “award of bid” recommendation.

No debt or financial obligation against the School District shall be incurred except through properly authorized policies and procedures. All purchases shall be made pursuant to a purchase order system, following established procedures and regulations and will comply with applicable state and federal laws and regulations of the Oklahoma State Department of Education.

Purchasing Requirements

- A. Purchases of items that exceed \$20,000 shall be procured through the solicitation of sealed bid proposals, following established Board policies.
- B. Purchases of items with a cost of \$2,000 or more but less than \$20,000 should be based upon three (3) competitive price quotes, where possible, to obtain the best price possible.
- C. Purchases of less than \$2,000 may be made without documented price quotes. When pricing is comparable, such purchase will be distributed equitably among qualified suppliers where practicable. Records will be maintained by the business office for the retention period stated in board policy.
- D. Requisitions and orders cannot be split to avoid bidding and quotation requirements.
- E. Purchases made from vendors with pricing obtained through the cooperative bidding of the State or another governmental unit or purchasing cooperative as allowed under state law shall be deemed to have been made in conformance with the requirements for quotes or bids and may be utilized when determined to be in the best interest of the District.

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- F. As permitted by state statute, the District may issue blanket purchase orders for recurring purchases necessary to maintain day-to-day operations. Purchases under a blanket purchase order are limited to items that are appropriate for the description and account coding shown on the purchase order.
- G. Purchases of less than \$20,000 may be authorized by the Superintendent or his/her designee, following prescribed purchasing policies and procedures.
- H. Purchases for food and other items for use in the Child Nutrition Program will be in accordance with procedures and practices outlined in the Oklahoma State Department of Education School Food Service Compliance Document.

Bidding Requirements

- A. The invitation to bid will be publicly advertised.
- B. Bids will be solicited from an adequate number of known suppliers in sufficient time prior to the date set for the opening of the bids.
- C. The invitation to bid will clearly define the goods, equipment, or services needed including product specifications and general purchasing conditions.
- D. All bids for supplies, materials, equipment and contractual services must be submitted in sealed envelopes, addressed to the District's Purchasing Agent or his/her designee, and plainly marked with the name of the bid. Advertised bids shall be opened at the time and place specified, and all bidders and other persons shall be invited to attend.
- E. Bids must include all pertinent information to be considered valid, i.e. non-collusion affidavit, bid bond(s), etc.
- F. For purchases from federal funds, cost plus a percentage of cost method of contracting is prohibited.
- G. The Board of Education reserves the right to reject any or all bids and accept that bid which appears to be in the best interest of the District. Factors such as discounts, transportation costs, and life cycle costs, if applicable, will be considered in determining the lowest and best bid. The Board reserves the right to waive any informalities in, or reject any part of bid. The Board reserves the right to exercise all options set forth in the Invitation to Bid documents. Any bid may be withdrawn prior to the scheduled time for the opening of bids. Any bid received after the time and date specified shall not be considered.
- H. The bidder to whom the bid is awarded may be required to enter into a written contract with the District.

- I. Unless otherwise provided by law, all public construction contracts shall be bid in accordance with the provisions of the Public Competitive Bidding Act of 1974 including any amendments. The Board may contract with an architect or architects to assist in the development of construction bid proposals and the solicitation thereof.
- J. Bid documents shall be retained five years after the end of the fiscal year to which they pertain.

Purchases Not Requiring Quotes or Bids

Every effort should be made to obtain the best quality of goods and services at the lowest possible price. Due to the unique nature of some goods and services, the following are exempt from bidding requirements:

- A. Expenditures for items which are peculiar to a single vendor and that could not be supplied by other vendors. A completed "Sole Source" affidavit shall accompany all such expenditures and must be approved by the Business Office.
- B. Procurement made necessary because of unforeseen emergency, disaster, or act of God that requires immediate acquisition to preserve District property or to protect public health or safety, upon declaration of such emergency by the Superintendent or his designee. Ratification of such emergency expenditures shall be required by the Board of Education at the next regularly scheduled Board meeting.
- C. Expenditures for professional services provided by uniquely qualified or talented persons including but not limited to speakers, performing artists, audit services, legal services, employment services, medical services, consulting services, travel services and specialty repair or service contracts.
- D. Utility services and postage.
- E. Software licenses, related maintenance agreements, and specialized software; books, films, manuscripts, research references, publication subscriptions, and library materials; and testing and assessment materials that are available only from the sources holding exclusive distribution rights to the materials.
- F. Activity fund purchases for fundraising or resale purposes, graduation, prom, dances and other student social activities, custom decorations, clothing and gear.
- G. Items purchased with non-federal grant funding where the item was specifically approved in the grant.

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Purchase Order Adjustments

In accordance with statutory provisions, purchase orders may be adjusted by 10% up to a maximum of \$500. Adjustments to purchase orders in excess of \$500 shall require Board approval. Construction change orders shall be approved by the Superintendent or designee.

Contracts

All bids, with the exception of construction bids, contracts and purchase orders shall be administered through the Business Office, with assistance of the District's Purchasing Agent. Construction bids shall be administered through the Operations Department. Contracts and lease-purchase agreements shall be coordinated through the Business Office and may be submitted to the District's legal counsel for review and approval, as considered necessary.

Procurement Protest Procedures

- A. Any actual or prospective bidder who considers himself to have been aggrieved in connection with the solicitation, evaluation, or award of a contract by the District may formally protest by submitted in writing to the Business Office of the District, the Oklahoma State Department of Education and any other interested parties.
- B. A formal protest must be sworn and contain:
 1. A specific identification of the statutory or regulatory provision that the protesting party alleges has been violated.
 2. A specific description of each action by the District that the protesting party alleges to be a violation of the statutory or regulatory provision that the protesting party has identified.
 3. A precise statement of the relevant facts.
 4. A statement of any issues of law or fact that he protesting party contends must be resolved.
 5. A statement of the argument and authorities that the protesting party offers in support of the protest.
 6. A statement that copies of the protest have been mailed or delivered to the State Department of Education and all other identifiable interested parties.

- C. In the event of a protest meeting the above criteria, the District shall not proceed further with the solicitation or award of the contract until the dispute is settled or resolved.
- D. The district may settle and resolve the dispute over the solicitation or award of a contract at any time before the matter is submitted on appeal. The District may solicit written responses to the protest from other interested parties.
- E. If the protest is not resolved by mutual agreement, the District shall issue a written determination to the protesting party that includes the resolution of the protest.
 - 1. If the District determines that no violation of statutory or regulatory provision has occurred, the District shall inform the protesting party, the State Department of Education, and other interested parties by letter that sets forth the reasons for the determination.
 - 2. If the District determines that a violation of any statutory or regulatory provisions has occurred in a situation in which a contract has not been awarded, the District shall inform the protesting party, the State Department of Education, and other interested parties of that determination by letter that details the reasons for the determination and the appropriate remedy.
 - 3. If the District determines that a violation of any statutory or regulatory provisions has occurred in a situation in which a contract has been awarded, the District shall inform the protesting party, the State Department of Education, and other interested parties of that determination by letter that details the reasons for the determination. This letter may include an order that declares the awarded contract void.
- F. The District shall maintain all documentation on the purchasing process that is the subject of a protest or appeal in accordance with the District's record retention policy.

Conflict of Interest

No employee, officer, or agent of the District shall participate in selection or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein,, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

Employees who interact socially with EPS business partners outside of the work relationship should use good judgment or avoid any situation which could create a perceived conflict of interest or preference.

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With regard to any Federal funding, the District will disclose in writing any potential conflicts of interest to the Federal awarding agency or pass-through entity in accordance with applicable federal awarding agency policies and procedures.

Gifts and Gratuities

District employees and members of the Edmond Board of Education who are responsible for the selection, recommendation, and approval of District vendors, products, supplies, and services shall abide by the School Laws of Oklahoma which limit an employee from receiving gifts, gratuities, or benefits that would influence the purchase of materials or supplies by the School District. All employees are expected to act with honesty and integrity when representing and conducting the school District's business.

Employees, officers or agents shall neither solicit nor accept gifts, gratuities, favors or anything of monetary value from contractors, potential contractors, vendors, or parties to sub-agreements unless specifically provided for in this policy. School District vendors shall be informed of the District's policy that any payment (direct or indirect), gift, benefit, or gratuity offered to an employee or member of the board in an effort to influence the business decision to select a specific vendor or product shall be expressly prohibited.

Gifts as specified under this policy include cash, travel, lodging, entertainment, or any other benefit which might influence the employees' selection of a vendor or supplier.

Promotional and advertising novelties with a **value less than \$75** are not considered gifts under this policy. Small and clearly identifiable advertising and promotional items such as shirts and hats, infrequent working meals, and food and beverages provided at meetings or social occasions may be accepted. Meals and entertainment shall be infrequent, reasonable, and appropriate. All vendor-provided activities should have a clear business purpose or promote the District's best interest.

Employees who are invited to participate in a customer appreciation event or offered a gift that has a **value of \$75 or more must report such** gift to the Superintendent by completing the Acceptance of Vendor Gift reporting form prior to acceptance of the gift or participation in the customer appreciation event. The Superintendent or his/her designee will review the request and take action on the request as he/she deems necessary. When in doubt as to whether or not to accept a gift or participate in an activity, it is best to say no and not accept it.

Employees may not accept meals, or promotional items from an individual vendor that would have an aggregate value of more than \$100 within a calendar year without reporting them to the Superintendent. With the completion of the Acceptance of Vendor Gift reporting form and the

Superintendent's approval, employees may accept vendor provided travel, lodging and registration for the purpose of attending professional development conferences, workshops, presentations, training, or fostering needed business relationships.

Prizes that are won by an employee through a random drawing, such as a door prize, shall be considered outside the regulations of this policy provided the drawing is not directly associated with a specific business transaction.

Additional Food Service Restrictions

- A. The purchase during the school day of any food or service from a contractor for individual use is prohibited.
- B. No item, food or beverage purchased with school food service funds are to be removed from school premises by school personnel.

Each employee is personally responsible for compliance with all provisions of this policy. Violation of the standards in this policy will result in disciplinary action which may include reprimand, termination of employment, and/or legal action.