

## **Administrative Regulations**

### **BUSINESS**

#### **Purchasing-Policy Statements**

##### **1. Purchasing**

###### **A. Warehouse Receiving and Distribution**

Purchasing supervises the receiving and distribution of all goods acquired by the District as a means of maintaining inventory control.

The warehouse receives all goods purchased by the District unless prior arrangements have been made with Purchasing. Exceptions will be made when the warehouse cannot handle special items.

Each school or department within the District is responsible for walk-through receiving of goods.

The warehouse shall deliver goods on a regular weekly basis to all schools and departments within the District. Purchasing shall supervise the delivery schedule and handle all related problems.

All schools or departments must use the warehouse to return District-purchased merchandise.

Purchasing is responsible for monitoring the return of District-purchased merchandise following District procedures.

###### **B. Purchasing Process**

Purchasing is a branch of the Department of Business Services. Its primary function is to acquire goods and services for the District.

All schools and departments must use the Requisition-Purchase Order (PO) form for Berryessa Union School District to request the acquisitions and purchase of the following items (this is not an exclusive list:

1. Supplies and equipment
2. Repairs (musical instruments, athletic clothing, audio visual equipment, sewing machines, etc.)
3. Services (piano tuning, computer services, etc.)
4. Subscriptions (magazines, journals, newspapers, etc.)
5. Maintenance contracts (office machines, audio visual equipment)
6. Equipment rental and leases
7. Conferences
8. Consultants (rates and expenses)
9. Emergency Confirming Orders
10. Open Account Purchases

Fiscal Services shall verify funding for all signed requisitions before submitting them to Purchasing for processing. A school or department may not order or purchase an item or service before submitting a requisition for approval. School and district officials shall appropriately discipline all employees who violate this rule.

When circumstances require special processing of purchase orders, schools and departments shall make arrangements with Purchasing to ensure correct handling. Examples of special purchase orders include, but are not limited to the following:

1. Emergency Purchase Order
2. Walk-through Purchase Order
3. Open/Blanket Purchase Order
4. Payment with Purchase Order

C. Warehouse Stock Requisitions and Inventory

Purchasing is responsible for a variety of warehouse functions including inventory, processing orders and issues, and updating the catalog.

Purchasing shall use the warehouse catalog to notify District employees of the warehouse stock available for district-wide use. Each year, Purchasing shall update and issue a new warehouse catalog. Purchasing shall distribute the catalog to all cost centers in the District.

Schools and departments must use a Warehouse Stock Requisition (WSRP) form to order all office and school supplies stocked in the District warehouse.

Purchasing shall oversee the exchange of defective or damaged items that are stocked in the warehouse. Purchasing shall advise cost centers of the appropriate measures to take in returning outside orders that are defective or damaged.

Purchasing shall take an annual physical inventory of all supplies stocked in the warehouse and record the inventory on Warehouse Stock Control Record cards.

D. Preview Procedure

Purchasing shall be involved prior to any previews of instructional materials and/or equipment requested by a school or department.

Any school or department requesting a demonstration of instructional materials or equipment at its facility shall contact Purchasing and complete the appropriate form.

Purchasing shall contact the vendor, request an appointment, and coordinate details.

Sales people shall not be allowed on District grounds without prior authorization from Purchasing.

## 2. **Bidding**

District policy and legal mandates must be followed when obtaining bids for quality service and materials at the best price available.

### A. Competitive Bidding Requirements

1. The contracts listed below (subject to noted exceptions) require competitive bidding procedures:
  - a. Contracts for the purchase or lease of equipment, materials, or supplies exceeding the limits set forth in Public Contract Code Section 20111(a)
  - b. Contracts for services (except construction) or repairs (except public projects as defined in Public Contract Code Section 22002(c)), including maintenance as defined in Section 20115, exceeding the limits set forth in Public Contract Code Section 20111(a)
  - c. Contracts for public projects as defined in Public Contract Code Section 22002(c) involving an expenditure of \$15,000 or more.
  - d. Contracts for student transportation involving an expenditure of more than \$10,000 if the contract is made with a person or corporation other than a common carrier or a municipally owned transit system or parents of the students to be transported. The Board of Trustees may, however, award such contracts to other than the lowest bidder. (Education Code Section 38023).
2. The competitive bidding requirement does not apply to:
  - a. Contracts for professional services or advice, insurance services, or any other service otherwise exempt from Public Contract Code Section 20111,
  - b. Contracts for any work by day labor or force account pursuant to Public Contract Code Section 20114, or
  - c. Contracts involving amounts less than the limits described in Section A.1 above.
  - d. Contracts for construction services, including repairs, alterations, and improvements, in emergencies under Public Contract Code Section 20113.

An “emergency” is a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services. (Public

Contract Code Section 1102.) An emergency exists when the services are necessary to permit existing school classes to continue or to avoid danger to life or property. Before the contract is awarded without bidding in an emergency situation, (1) the Governing Board must approve the contract or authorize the use of day labor or force account by a unanimous vote of all of the membership constituting the Governing Board, and (2) the County Superintendent of Schools must approve the Board's action. The District shall document such Approval by the County Superintendent of Schools. Standard bond requirements apply.

- e. Contracts for supplies, equipment, or other personal property that are "piggybacked" onto another public agency's bid for the same supplies, equipment, or other personal property under Public Contract Code Section 20118. Before the contract is awarded, the Governing Board must find that utilizing the other agency's bid is in the district's best interests.
- f. In situations where a necessary item or service is only available from one source, the District may contract for that item or service without using competitive bidding requirements. In order to contract for such a "sole source" item or service without bidding, the Board shall make findings that set forth the particular circumstances that result in there being only a single source for the necessary item or service and thereby justify the District's decision to bypass the public bidding requirements in the specific situation.

#### B. Competitive Bidding Procedures

1. When competitive bidding is required, the District must place an advertisement giving adequate description of bid, date, time, and place of opening in a newspaper of general circulation as required by Public Contract Code Section 20112 at least once a week for two weeks prior to bid opening. One week must be allowed between last advertisement and bid opening date.
2. The District will accept and hold all sealed bids until the time of the bid opening.
3. The District shall open bids in public and at the time and place specified in the advertisement, under the supervision of the Superintendent or his/her designee. The District return any unopened bids received after the time of opening.
4. After tabulation, the District will make bids available during normal working hours to anyone who wishes to examine them.
5. The District must award contracts to the lowest responsible bidder who meets the requirements for the specifications set forth in the bid. The District has the right to determine, based on its best judgment, which bidder best meets the specifications and is most "responsible."

6. The District may reject any or all bids if conditions of bid are not met, and it is in the schools' interest to do so.
  7. In case of identical bids, the District may determine by lot which bid will be accepted.
  8. The District will decide whether to require Performance Bond, Bidders Bond, and/or Labor and Materials Bond.
  9. All bids for construction work must be presented under sealed cover and be accompanied by bidder's security in the form of cash, a cashier's check, a certified check, or a bidder's bond executed by an admitted surety insurer. The security of an unsuccessful bidder will be returned in a reasonable period of time, and no later than 60 days from the time the award is made to the lower bidder.
  10. When the Board of Trustees adopts a policy establishing a prequalification process as authorized by Public Contract Code Section 20111.5, all bidders to which that policy applies must comply with its requirements.
  11. The District will include draft contract provisions in the bid specifications whenever a written contract is required.
- C. Contracts for Which Competitive Bidding is Not Required

If, under the guidelines listed above, competitive bidding is not required, but the contract involves an amount in excess of \$10,000, Purchasing shall secure at least three written quotes before awarding a contract or making a purchase.

### 3. Contracting

#### A. General Requirements

1. All contracts shall include provisions to define a sound and complete agreement.
2. All contracts over \$10,000 shall include provisions for remedies or termination of the contract if a contractor should violate, breach, or default on the contract. Terms and penalties for termination shall also be included.
3. Except as otherwise authorized or restricted by law, limitations on the duration of contracts shall be as follows:
  - a. Continuing contracts for work or services, or the purchase, installation, or repair equipment or apparatus may not exceed five years.
  - b. Continuing contracts for materials or supplies may not exceed three years.

- c. Continuing contracts for the lease or rental of school buses may not exceed five years, except that the contract may be for up to a ten year term if the contract grants the District the option to either purchase the buses or cancel the lease at the end of each annual period during the contract.
  - d. Contracts for management consulting services relating to food services may not exceed one year.
4. Contracts funded in whole or in part with federal funds shall comply with all applicable federal statutes and regulations, including, but not limited to 34 C.F.R. Section 80.36, the Equal Employment Opportunity Act, the Copeland “Anti-Kick-Back” Act, and the Contract Work Hours and Safety Standards Act.

#### B. Contract Services

1. As a Purchasing function, Contract Services requires skill in reviewing services and equipment needed, researching firms, and negotiating for the best contract terms.
2. To ensure District operations are adequately covered, different types of contracts shall be used to acquire services and equipment. These include rental, lease purchase, and repair/maintenance contracts.
3. Purchasing is for the ongoing process of pursuing rental, lease, and repair/maintenance contracts for District services and equipment. Purchasing will request price quotes, obtain references, and visit company locations to ensure quality service.
4. All cost centers shall submit a Requisition Purchase Order (PO) and draft contracts to Purchasing for all requested rental, lease, and repair/maintenance contracts. Purchasing is responsible for coordinating all details with the requester and the vendor.
5. All cost centers shall submit a Requisition Purchase Order (PO) and draft contract to the Assistant Superintendent for Business Services for all requested contracts for services other than repair/maintenance contracts. The Assistant Superintendent is responsible for coordinating all details with the requester and the proposed contractor.
6. Purchasing or the Assistant Superintendent is responsible for determining which type of a contractual agreement is appropriate for each request and will process each contract according to District policy and regulations.
7. The Assistant Superintendent for Personnel Services shall review and approve all contracts for services before giving them to the Board for approval. In reviewing the contracts, the Assistant Superintendent shall assess whether an independent

contractor relationship is legally allowed and otherwise appropriate or whether state or federal law requires an employment relationship.

8. The District will enter into a written contract whenever it contracts for services. The Assistant Superintendent of Business Services may waive the requirement for a written contract, and require only a purchase order, in appropriate circumstances. The determination of whether a waiver of the written contract requirement is appropriate must be made on a case-by-case basis. A waiver is most likely to be appropriate when the contract is for a short time period and involves simple and straightforward terms and conditions, such as a contract for equipment repair. A waiver of the written contract requirement will generally not be appropriate in the following circumstances:
  - (a) Contracts of long duration
  - (b) Contracts involving complex terms or other requirements
  - (c) Contracts that may lead to potential liability in which the district may need to demonstrate that it reasonably relied on the services provided by the independent contractor; and
  - (d) Contracts related to issues involving significant public controversy or interest in which the public is likely to want to review the terms of the contract.
9. The written contract or purchase order, and any written product that is the result of the contract, will be public records unless state or federal law permits or requires the District to keep any portion of the document confidential.

C. Fingerprinting Requirements for Contractors and Their Employees

1. The fingerprinting requirements of Education Code Section 45125.1 apply to any entity that the District contracts with to provide the services listed below, and to any employees of District contractors who may have any contact with students:
  - a. School and classroom janitorial
  - b. School site administrative
  - c. School site grounds and landscape maintenance
  - d. Student transportation
  - e. School site food-related; and
  - f. Any other services when the Superintendent or his or her designee determines that the fingerprinting requirements would apply.
2. For contractors providing the services listed in Section III.C.1, the contractor or contractor's employees shall not come in contact with students until the Department of Justice has ascertained that the contractor or employee has not been convicted of a felony as defined in Education Code Section 45122.1, and the contractor has certified in writing that neither the employer nor any of its employees assigned to the District contract have not been convicted of such a felony.
3. These fingerprinting requirements shall not apply to District contractors or their

employees if, after considering the totality of the circumstances including factors listed in Education Code Section 45125.1(c), the Superintendent or the Superintendent's designee determines that the contractor or its employees will have only limited contact with students. Upon making this determination, the Superintendent or designee shall take appropriate steps to protect the safety of any students that may come in contact with contractors and contractors' employees who have not been fingerprinted.

4. The Superintendent or the Superintendent's designee may waive the fingerprinting requirement when contracting for emergency or other exceptional situations, such as when students' health or safety is endangered or when repairs are needed to make school facilities safe and habitable.
5. The District may waive the fingerprinting requirement for contractors contracting with the District for the construction, reconstruction, rehabilitation, or repair of school facilities if the Superintendent or the Superintendent's designee finds that the District can ensure student safety by one or more of the following methods:
  - a. The installation of a physical barrier at the work site to limit contact with students.
  - b. Continual supervision and monitoring of all the contractor's employees by another employee who has not been convicted of a violent or serious felony as determined by the Department of Justice based on a fingerprint check; or
  - c. Surveillance of the contractor's employees by school personnel.

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