

## PURCHASING PROCEDURES

All procurement made by the school division will be in accordance with the County Purchasing Ordinance, School Board policy, these regulations, and the Virginia Public Procurement Act.

Unless otherwise authorized by law or otherwise provided in these regulations, all public contracts with non-governmental contractors for the purchase or lease of goods or for the purchase of services, insurance, or construction will be awarded after competitive sealed bidding or competitive negotiation as provided below.

- Professional services shall be procured by competitive negotiation.
- Upon a determination made in advance by the School Board and set forth in writing that competitive sealed bidding is either not practicable or not fiscally advantageous to the public, for a specific procurement of goods, services, insurance, or construction, then that specific procurement may be made by competitive negotiation. The writing shall document the basis for this determination
- Upon a determination in writing that there is only one source practicably available for that which is to be procured, a contract may be negotiated and awarded to that source without competitive sealed bidding or competitive negotiation. The writing shall document the basis for this determination and shall be reviewed by the Procurement Manager
- A contract for the purchase or lease of goods or for the purchase of services, insurance, or construction which is not expected to exceed \$50,000.00 is not required to be procured in accordance with competitive sealed bids or competitive negotiation, but will provide for competition wherever practicable and be let in accordance with these regulations.

The following contracts may be procured without competition:

- Purchase of goods or services which are performed or produced by persons, or in schools or workshops, under the supervision of the Virginia Department for the Visually Handicapped; or which are performed or produced by non-profit sheltered workshops serving the disabled.
- Contracts for legal services, expert witnesses, and other services associated with litigation or regulatory proceedings without competitive sealed bidding or competitive negotiation, provided that the pertinent provisions of state law remain applicable.

- Extension of 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.
- Contracts for insurance if purchased through an association of which it is a member if the association was formed and is maintained for the purpose of promoting the interest and welfare of and developing close relationships with similar public bodies, provided such association has procured the insurance by use of competitive principles and provided that the public body has made a determination in advance after reasonable notice to the public and set forth in writing that competitive sealed bidding and competitive negotiation are not fiscally advantageous to the public. The writing shall document the basis for this determination.

All purchases of and contracts for routine supplies, materials, equipment, or contractual services, other than emergency services, estimated to exceed \$5,000.00 but less than \$50,000.00 shall be made in the open market and legal advertisement for these bids are not required. The purchasing agent shall obtain at least three quotations of price (faxed quotations are permissible). However, when three or more companies, regularly engaged in the production and sale of a particular supply, material, or equipment, are diligently solicited for quotations, and one or more for good and sound reasons does not provide a quotation, the purchasing agent is authorized to negotiate with a firm that can furnish the required item.

Staff approves purchase orders for routine supplies and services, items specified in the budget, and nonbudgeted items under \$5,000.00. Purchase orders exceeding \$5,000.00, which are not for routine supplies and services, and are not in the budget, are approved by the School Board. Staff is authorized to pay invoices for debt service, utilities and for invoices with a valid purchase order.

Staff will provide to the School Board a monthly report of bills paid. The School Board will approve invoices for purchases that were made without a purchase order.

When safety and/or emergencies are prime factors or equipment is required to match or replace existing equipment, the requirement for three quotations in the \$5,000.00 to \$50,000.00 range is waived. This applies only to cases where bidding, either formally or informally, is impracticable due to time constraints or the nature of the equipment, at which time the purchasing agent or Department Head would be required to furnish an emergency purchase justification form and attach the same to the purchase order.

Before a bid is considered for award, the bidder may be requested by the purchasing agent to submit a statement regarding previous experience in performing comparable work, business and/or technical organization, financial resources, and plant available to be used in performing the work or in supplying materials, supplies, and equipment. (typically, references are asked for as a part of the bid).

A contractor may be debarred from contracting with the Board for the following reasons:

- Default on quotations;
- Fraud;
- Violation of anti-trust laws;
- Unsatisfactory performance for a public bid;
- Failure to perform;
- Violation of the Virginia Public Procurement Act; and
- Debarment by the Commonwealth of Virginia or any of its agencies.

The purchasing agent shall determine if a contractor is debarred and the length of the debarment. The purchasing agent will notify the contractor in writing of his/her determination. Such notice shall state the reasons for the debarment. The right of a contractor to contest the determination is governed by state law. A contractor who is debarred will be disqualified from receiving invitations for bids or requests for proposals and from receiving awards of contracts.

The Board, through its purchasing agent, will consider small and minority businesses in all phases of procurement. Minority person means a person who is a citizen or lawful permanent resident of the United States, and who is Black, Hispanic, Asian American, American Indian, Alaskan Native, or a member of other groups or other individuals found to be economically and socially disadvantaged by the Small Business Administration.

Should a bidder desire to submit a complaint or request, an explanation with regard to the meaning or interpretation of the invitation for bids or request for proposal, the complaint or the request for explanation shall be submitted in writing to the purchasing agent in sufficient time to allow a reply to reach the bidder prior to the date for submission of bids.

Explanations will be in the form of an amendment to the invitation for bids or request for proposal and will be furnished all prospective bidders. Bidders must acknowledge receipt of all amendments with their bids.

Unless canceled or rejected, a responsive sealed bid from the lowest responsible bidder shall be accepted as submitted, except that if the bid from the lowest responsible bidder exceeds available funds, the School Board may, at its discretion, select such items or item as it deems appropriate to obtain a contract price within available funds. Items to be considered for negotiating purposes are: time, methods, change in quality and type without compromising the intended end product, all in the best interest of the School Board. The procedures and conditions for such negotiations shall be summarized in the invitation to bid as follows:

- The purchasing agent will notify the lowest responsible bidder that his bid exceeds the funds available and request a conference to negotiate the price downward.
- The low bidder confirms the negotiated price to the purchasing agent.
- If within the funds allocated and the end product is not compromised, a purchase order is issued based on negotiations.
- If negotiations do not come within funds available, the bidder shall be notified and additional funds shall be solicited.
- Should additional funds not be available, specifications may be changed to reflect lower costs and re-advertising for bids initiated.

A bidder may withdraw a bid from consideration if the price bid was substantially lower than other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetical error or an unintentional omission which can be clearly shown by objective evidence drawn from inspection of the original work papers, documents, and materials used in the preparation of the bid sought to be withdrawn. This bidder shall give notice in writing of the claim of right to withdraw the bid within two business days after the conclusion of the bid opening procedure.

- No bid may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent (5%).
- If a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid.
- No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

- If the bidder is not allowed to withdraw the bid under this paragraph, the purchasing agent shall notify the bidder of the decision in writing and such notice shall state the reasons for the decision.

Upon award of any construction contract exceeding \$100,000.00 awarded to any prime contractor, a performance bond and a payment bond each in the sum of the contract amount shall be furnished by the contractor.

Contractual claims, whether for money or other relief, shall be submitted in writing to the purchasing agent within sixty (60) days after final payment; however, written notice of the contractor's intent to file such claim must be submitted to the purchasing agent at the time of occurrence. The purchasing agent shall render a decision in writing to the contractor within thirty (30) days after receipt of the claim.

For the purposes of the Board's Purchasing Policies, the following definitions apply:

- "Responsible bidder" or "offeror" shall mean a person who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance, and who has been prequalified, if required.
- "Responsive bidder" shall mean a person who has submitted a bid which conforms in all material respects to the Invitation to Bid.

Each school within the division may enter into contracts providing that caps and gowns, photographs, class rings, yearbooks, and graduation announcements will be available for purchase or rental by students, parents, faculty or other persons using non-public money through the use of competitive negotiation as provided in these regulations.

No purchases that are paid by the School Board Office will be verbally called in to vendors until a purchase order is issued and a number assigned.

If invoices are received in Finance without a purchase order number or name of purchaser, the invoice will be returned to the vendor. Employees may be held financially responsible for unauthorized purchases.

Routine purchases up to \$5,000.00 are authorized using a blanket purchase order number assigned by accounts payable. If the purchase is over \$5,000.00 a purchase order is required. If the purchase is under \$5,000.00 the employee must give the vendor their name and department purchase order number. The employee's name and Department purchase order number must appear on the invoice submitted to the appropriate account manager who in turn is responsible for submitting the necessary paper work to finance.

Special education, Debt Service, and Utility invoice payments, as well as those from formal bids, may be approved on original invoices showing account manager's name, charge code, date and the amount to be paid. In the case of bids, finance must have on file a copy of the bid and resulting contract.

#### PAYMENTS OF WARRANTS

Invoices with valid purchase orders and those expected above are paid regularly. The School Board will be given a list of warrants paid.

Issued: October 26, 1992

Reissued: November 9, 1994, August 9, 2000, November 1, 2000, July 17, 2002,  
April 28, 2004, May 22, 2017

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Legal Refs.: Small Business Act, section 8a, as amended, 15 U.S.C. 637a, Code of Virginia, 1950, as amended, section 2.1-117, et seq., sections 11-37 through 11-61