

SCHOOL ACTIVITY FUNDS REGULATIONS

Purpose

The following regulations provide guidance for the fulfillment of the Greene County School Board's policy DGC.

Policy Requirements

These regulations governing bonds for employees who are responsible for school activity funds are published in accordance with the following policies:

DGC, "School Activity Funds"

DM, "Cash in School Buildings"

Regulations

- (1) The Finance Officer shall provide a list of principals and bookkeepers for each school to the School Board's insurance agency on an annual basis for the purpose of issuing a public official bond.
- (2) The insurance agency shall provide public official bonds for the individuals listed in regulation (1) above and such cost shall be paid by the School Board.
- (3) The bond shall meet the requirements of state law, where applicable, or shall be commensurate with the responsibility of the employee's positions.

Adopted: December 10, 2014

Legal Ref.: Code of Virginia, 1950, as amended, § 22.1-122.1.

Board of Education Regulations Governing School Activity Funds § VAC 20-720-10.

Cross Refs.: DM Cash in School Buildings

SMALL PURCHASING

The Board shall abide by all applicable state and federal regulations and the Virginia Public Procurement Act except that the following Small Purchasing Procedure for purchases not exceeding the limits indicated in Policy DJ shall apply.

Small Purchasing Procedure:

Purchase of goods, services, insurance or construction, not expected to exceed the limit indicated in Policy DJ, is not required to be procured by competitive sealed bids or competitive negotiation. Such purchases will be made with competition wherever practicable with reasonable prices and purchases distributed equitably to the extent practicable among qualified suppliers. All purchases are at the Superintendent or designee's discretion and approval. The following procedures must be followed unless waived in advance of the purchase by the Superintendent or designee:

1. All travel reimbursements require pre-authorization using division-approved forms.
2. All purchases over \$2,500 (except for legal, insurance, tuition, utility and fuel bills) require a properly authorized purchase order, signed by the Superintendent or designee. These purchase orders must be signed before the purchase is made, regardless of whether the payment is by check or credit card. Although no formal solicitation is required for purchases under \$2,500, it is policy of Greene County Public Schools to follow good business practices by comparing price and quality of selected vendors to the maximum extent practicable.
3. For items greater than \$2,500 and less than \$5,000, a purchase order must be submitted with at least one single informal quote attached. A written quotation (which could be a catalog page or screen shot) is preferred, although at least one oral quotation, reduced to writing, is acceptable.
4. For purchases greater than or equal to \$5,000 and less than the Policy DJ Small Purchasing limit for the type of purchase, at least three quotes should be attached to the purchase order. (telephone quotations are permissible). These quotations will be reduced to writing. 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 purchaser is authorized to negotiate with a firm that can furnish the required item. All departments should coordinate purchases greater than \$25,000 or requiring a signed contract with the Superintendent or designee.
5. Purchase orders should include the following information:
 - i) Description of goods, insurance, construction or services to be purchased;
 - ii) Names of businesses submitting quotations, date and amount of the quotation;
 - iii) Designation of successful quotation and Cooperative/Sole Source/ Emergency Procurement statement, if applicable.
 - iv) Account number(s) to encumber
6. Only the Superintendent or designee may contract for multi-year purchases (which include goods or services that are legally encumbered but, more likely than not, will be received after June 30 of the current fiscal year). Only the Superintendent or designee can sign

- contracts. Contracts should be forwarded to the Director of Finance for review.
7. All invoices for purchases, whether or not a purchase order was required, must be signed and properly coded by the principal or cost-center manager to indicate proper receipt of goods or services provided.
 8. Purchases may not be arbitrarily “split” to qualify for the various limits identified above.

Cooperative Purchasing:

For the purpose of increasing efficiency and/or reducing administrative expenses, the Greene County School Board may join and participate in cooperative procurement agreements with one of more other public bodies or agencies of the United States, including Virginia state contracts. The Greene County Public Schools may participate in or purchase goods and services through contracts awarded by other governmental bodies when it is determined that such use is in the best interest of Greene County Public Schools and the contract is based on competitive principles. Those wishing to use cooperative procurement agreements should indicate the Contracting Agency and the Contract Number on a description line on the purchase order and contact the Director of Finance for additional documentation.

Sole Source Purchases:

When there is only one source practicably available for purchasing items under the Small Purchase regulation, “Sole Source” must be stated on a description line of the purchase order and the Director of Finance should be contacted for additional documentation. Sole Source purchases may include purchases of some instructional materials or repair supplies that are only available from one manufacturer or supplier. The Superintendent or designee will approve all Sole Source purchases falling under the Policy DJ Small Purchasing limits.

Emergency Purchases:

Where a purchase that falls within the Small Purchase policy is needed to protect personal safety or property, no immediate quote is needed. A purchase order is required after the situation is contained and shall explain the determination of the emergency and selection of that particular vendor. Critical or urgent small purchases that do not constitute an emergency must still follow GCPS procurement procedures stated above, except as waived by the Superintendent or designee.

Purchasing Authority:

The principal/cost center manager shall make the determination of needs at his or her site, and shall follow the appropriate purchasing method to acquire services and materials to satisfy those needs. He or she shall ensure that purchases are charged to the proper budget code and are made within available funds. Lack of appropriate available funds may result in denial of payment from division funds and the individual placing the order being held personally responsible for payment. The Director of Finance will coordinate all activities in this Small Purchasing regulation.

Conflict of Interest:

No employee, officer, or agent may participate in the selection, award, or administration of a

purchase or contract, especially if supported by a Federal award, if he or she has a real or apparent conflict of interest. Conflict of interest would apply when immediate family members, the employee's/officer's/agent's partner, or an organization which employs or is about to employ any of the parties indicated above has a financial or other interest in, or a potential or actual tangible personal benefit from, a bidder, offeror, or contractor involved in the procurement transaction.

Awards:

Small purchase awards normally will be made to the lowest responsible bidder meeting the specifications if service and quality are considered to be equal to that offered by other bidders. When the terms and conditions of multiple awards are so provided in the Request-for-Proposal, awards may be made to more than one bidder. The right is reserved, however, to make the award to other than the low bidder when it is deemed in the best interest of the Greene County School Division. The right is reserved to waive any and all formalities and to reject any and all bids.

Adopted: June 9, 2021

PURCHASING PROCEDURES

- A. All procurements made by the school division will be in accordance with the School Board policy, these regulations, and the Virginia Public Procurement Act.
- B. 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.
 - 1. Professional services shall be procured by competitive negotiation.
 - 2. Upon 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.
 - 3. Upon 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.
 - 4. A contract for the purchase or lease of goods or for the purchase of services, insurance, or construction which is not expected to exceed \$30,000.00 is not required to be let in accordance with competitive sealed bids or competitive negotiation, but will provide for competition wherever practicable and be let in accordance with these regulations.
- C. The following contracts may be let without competition
 - 1. 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.
 - 2. 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.
 - 3. 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.

4. Contracts for insurance if purchased through an association was formed and maintained for the purpose of promoting the interest and welfare of and developing close relationships with similar public bodies, providing such association has procured the insurance by use for competitive principles and provided that the public body has made 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.
- D. All purchases if contracts for supplies, materials, equipment, or contractual services, other than emergency services, estimated to exceed \$500.00 but less than \$30,000.00 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 telephone quotations are permissible). These quotations will be reduced to writing. 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. Whenever feasible supplies, materials, or contracted service under \$1500 will require at least two quotation of price.
- E. When safety and/or emergencies are prime factors or equipment is required to match or replace existing equipment, the requirement of three quotations in the \$1,500.00 to \$10,000.00 range is waived. This applies only to cases where bidding either formal or informal is impracticable due to time constraints or the nature of the equipment, at which time the purchasing agent would be required to furnish sole source justification and attach the same to the purchase order.
- F. 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 the materials, supplies, and equipment.
- G. A contractor may be debarred from contracting with the Board for the following reasons:
 1. default on quotation;
 2. fraud;
 3. violation of anti-trust laws;
 4. unsatisfactory performance for a public bid;
 5. failure to perform;
 6. violation of the Virginia Public Procurement Act; and
 7. 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 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.

- H. 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, 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.
- I. 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.
- J. 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:
 - 1. 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.
 - 2. The low bidder confirms the negotiated price to the purchasing agent.
 - 3. If within the funds allocated and the end product is not compromised, a purchase order is issued based on negotiations.
 - 4. If negotiations do not come within funds available, the bidder shall be notified and additional funds shall be solicited.
 - 5. Should additional funds not be available, specifications may be changed to reflect lower costs and re-advertising for bids initiated.

- K. 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.
1. 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%).
 2. If a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid.
 3. 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 he withdrawn bid was submitted.
 4. 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.
- L. Upon award of any construction contract exceeding \$15,000.00 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.
- M. 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.
- N. For the purposes of the Board's Purchasing Policies, the following definitions apply:
1. "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.
 2. "Responsible bidder" shall mean a person who has submitted a bid which conforms in all material respects to the Invitation to Bid.

- O. Each school within the division may enter into contracts providing the 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.

Adopted: June 8, 1994