

Original: 6/22/2013

Revised: 10/27/2015, 11/1/2016, 10/24/2017

Revised: 8/25/2020

210.3 PURCHASING POLICY

I. Purchasing Authority

The School Board delegates authority to the District staff, within the parameters of previously School Board approved budgets and motions. Staff will purchase goods and services based upon properly documented requests and available funds. Staff is responsible for securing quality material and services at the best overall value. Only the School Board has authority to enter into contracts; this authority has not been delegated to District staff.

II. Code of Conduct

The School Board and the District cannot enter into contracts or purchases where there is a conflict of interest.

III. Protest Procedures

In the event of a protest in the awarding of a contract or the purchase of goods or services, the protester must first contact the school. If not satisfied with that outcome, the protester must then contact the School Board, before pursuing a protest by other means.

A. Purchase Orders

1. The purchasing procedure is initiated by executing a purchase order. All orders require a purchase order number, Purchases not made with a purchase order may not be approved for payment. Purchase orders are sequentially numbered and include the following information:
 - a. Date.
 - b. Quantity, item description, price, or a copy of quote.
 - c. Phone number of the vendor.
 - d. Shipment method.
 - e. Concise and clearly written comments.
2. The original PO shall be provided to the Finance Committee for approval and assurance that there is adequate budget for the line item. The Finance Committee is responsible for ensuring that all documents bear the proper signature levels prior to order placement. A School Board member shall approve and sign every PO.
3. Originator shall retain a copy which shows the PO number.

4. Separate purchase orders shall be used when items are to be ordered from different sources.
5. Requests shall be submitted with sufficient time to obtain price quotations and place orders without causing undue delay. Please provide as much lead-time as possible.

B. Competitive Comparisons

Whenever possible, competitive comparisons should be made of vendors handling the same or similar goods and services.

C. Purchases approved at the School site level

Single purchase orders in amounts less than \$10,000 shall be managed at the District site level. School Board approval is not necessary, although advice can be requested from the School Board when desired.

D. Purchases approved at the District level by the School Board

All purchases involving \$10,000 or more shall be managed at the District level by the School Board. School Board approval is mandatory, and competitive proposals are necessary.

E. Competitive Proposal Procedure

All purchases involving \$150,000 or more must be completed using a competitive, sealed bid process. The following requirements apply:

1. Requests for proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical.
2. Proposals will be solicited from an adequate number of qualified sources.
3. The School Board will have a method for conducting technical evaluations of the proposals received and for selecting awardees.
4. Awards will be made to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.
5. The School Board may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method where price is not used as a selection factor can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms.

F. Emergency Orders

When necessary, a purchase request may be walked through prior to placing an order. The purchase request should be filled out completely, including required signatures, then carried to the Finance Committee where a purchase order will be

given to the requester.

G. Receiving Shipments

The order initiator is responsible for promptly unpacking and inspecting the shipment. Discrepancies, shortages, and damages must be noted on the freight bill and reported promptly to the Finance Committee. In order for invoices to be paid promptly, the receiving report must be signed, dated, and returned to the Finance Committee as soon as the material or service has been received.

H. Unauthorized Purchases

No one has the authority to enter into purchase contracts or in any way obligate the District for procurement indebtedness unless specifically authorized to do so by the School Board. Any such negotiations are considered unauthorized purchases and the individual will encounter a personal obligation to the vendor.

I. Use of Credit Cards issued to District sites

1. All credit card purchases are subject to existing purchase order requirements.
2. Each school site shall determine the number of bank credit cards that it wishes to manage.
3. Each school site shall pay their monthly credit card bills, in full, within the grace period.
4. Each school site will have a maximum available credit of \$50,000 for use via credit cards.
5. Each school site shall determine the credit limit, and other restrictions, for each of their cards. No individual card shall have a credit limit in excess of \$20,000.
6. Each card holder agrees to be personally responsible for the protection and custody of their card. The card holder must immediately call the credit card emergency phone number if their card is lost or stolen. Each card holder shall sign a written agreement provided by the District before applying for a card. The agreement outlines the same personal responsibility requirements contained in this school policy, along with the credit card emergency phone number; see appendix A below. Each card holder shall maintain the emergency phone number in 3 locations: wallet or purse, school workstation, and at their home. Each school site will maintain the originals of all agreements in their permanent files.
7. The bank provides protection against fraudulent charges to the credit cards.
8. No purchases on a District credit card can be for expenses of a personal nature.

Appendix A

CREDIT CARD AGREEMENT

By my signature below, I agree to all of the following requirements for possession and use of a District credit card:

- 1) Each purchase I make will conform to the existing District purchase order policy.
- 2) I will make no purchase for expenses of a personal nature.
- 3) My purchases will not exceed the credit limit, or other restrictions, of my card.
- 4) I agree to be personally responsible for the protection and custody of my card. I will immediately call the credit card emergency phone number if my card is lost or stolen. I agree to maintain the emergency phone number in 3 locations: wallet or purse, school workstation, and at my home.

Phone: _____

District entity, check one:

Technical Academies of Minnesota, district level _____

DREAM Technical Academy at Willmar, MN _____

CHOICE Technical Academy at Owatonna, MN _____

My printed name: _____

My signature: _____

Witnessed by: _____

Today's date: _____