

PROCUREMENT POLICY AND PROCEDURES OVERVIEW

Purpose

These policies and procedures are to establish uniform purchasing practices throughout the school district. The scope of these policies and procedures shall include all funds controlled by the Board of Education and shall be followed by all school district employees. The adoption of these policies and procedures replace and supersede the adoption of all other policies previously adopted by the Board of Education.

Statement of Position

In recognizing the Board of Education's inherent right to approve all policies and procedures relating to the expenditures of the school district, the Board is adopting an alternative method of administering adequate business procedures and controls of governing the ordering and delivering of merchandise as allowed by Oklahoma law and Oklahoma State Department of Education guidance.

Compliance with Oklahoma State School Law

These regulations are intended to be in compliance with Oklahoma school laws and shall be amended from time to time to implement any changes and/or reinterpretation of school law and regulations.

Definitions and Clarifications:

- Contract: A contract is defined as a regularly approved purchase order, an approved claim, an approved activity fund purchase order, or a written contract.
- Expenditure: An expenditure is defined as a single disbursement of funds to a single contract or vendor.
- Construction: Construction is defined as repair, remodeling, improvement of a school building or erection of a building by contract or vendor with a purchase of materials for these purposes.
- Price quotations: Price quotations are obtained in a verbal or written procedure without going through a formal bidding process.
- Board approval: Board approval is defined as a contract of purchase, or bid, or quotation that is placed on the agenda of the Board of Education and the Board approves that transaction by a majority vote.
- Competitive bid: A formal bid letting that conforms to the requirements of the Oklahoma Competitive Public Bidding Act of 1974 and all subsequent amendments. (61 O.S.A. 101st sequence).
- Deadline: The monthly cut-off for receiving purchase orders is the 1st of each month or if the 1st falls on the weekend, the next working day following the 1st of the month.

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:

- 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.
- 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.
- Expenditures for professional services provided by uniquely qualified or talented persons including but not limited to speakers, performing artists, audit services and specialty repair or service contracts.
- Utility services and postage
- 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.
- Activity Fund purchases for fundraising or resale purposes, graduation, prom, dances and other student social activities, custom decorations, clothing and gear.
- Items purchased with grant funding where the item was specifically approved in the grant.

Bid Procedures

The following information serves as a guideline for the administrative processing of the district's expenditures. Funds from such expenditures shall have been previously approved by the Board of Education in the district's fiscal year budget and will be identified in line item expenditure accounts in either the general fund or the building fund of the Board approved budget.

- a. Quotes shall be awarded to lowest responsible vendor.
- b. The state contract price shall be used in any district purchase, unless a lower price can be determined available through the normal process of receiving quotes; and the purchase awarded to the lowest responsible vendor.
- c. The lowest and best purchase price will be determined and awarded. Three quotations by phone, catalog, or verbal will be required from vendors for any prospective purchase which is likely to exceed \$25,000.
- d. The state required non-kickback/collusion affidavit will be secured on any purchase in the amount of \$1,000 or greater.

- e. The state required non-collusion/kickback affidavit must be secured on any sealed competitive bid or contract awarded by the district.
- f. A complete file of bidding documents will be maintained in the district's business office as a matter of public record and will be available during the regular work hours and when such review will not impose an undo burden on the business office operations.

Sealed Quotations

Sealed quotations shall be required on any single expenditure for goods, equipment or supplies that totals \$5,000 or greater.

Lease Agreements

Lease agreements are approved by the Board of Education at their inception. These agreements are made part of the minutes. These lease agreements are reaffirmed each school year and made a part of the minutes. Payments are encumbered July 1 of each fiscal year for the total amount due for the year. The monthly payment will be submitted for Board approval on a monthly basis.

GENERAL, BUILDING, CHILD NUTRITION, AND BUILDING FUND(S) PURCHASING CYCLES

Upon receipt of the requisition it is the responsibility of the Encumbrance Clerk to ascertain if the purchase is appropriate as it relates to classification, proper fiscal year and statutory authority. Upon this verification a code classification is assigned, according to budget, and the purchase order is created.

Receiving

Merchandise received on an open purchase order shall be checked by a warehouse employee. Once the order is checked, verified, and date received noted, a Receipt of Merchandise (ROM) is created and payment is authorized. Upon receipt of invoice, the transaction is complete and ready for payment.

Warrant

The warrants and encumbrances associated with warrants are submitted to the Board of Education at the regular monthly meeting.

When all purchase orders are completed and processed, they remain on file in the accounts payable office. The Purchase Order, Receipt of Merchandise and required affidavits will be kept on file in the accounts payable office.

Treasurer

Following the monthly Board of Education meeting all approved warrants are mailed to the authorized vendors. At the end of each month, the total of outstanding warrants remaining in the warrant register are matched against a reconciliation of warrants outstanding per the treasurer's

report., All Treasurer's reports are presented for the Board's approval at regularly scheduled meetings.

Board Approval

- 1) A warrant register is presented each month for board review, noting total expenditures and encumbrances for the month and year-to-date.
- 2) An income and expense summary is presented each month for Board review, noting total income, salary expense and operational expenses for the month and year-to-date.
- 3) A treasurer's report is presented each month for board approval, noting total cash, investments, warrants issued, paid and outstanding for each fund.

Cash Bond Fund

The Bond Fund is appropriated for the purpose for which it was voted and according to contractual obligations approved by the Board. School district Bond Funds are maintained through the treasurer's office.

Budgeting Procedures

The Superintendent is required to prepare a detailed balanced budget showing projected revenues by source, estimate of fund balance carryover, and detail expenditures by classification code. This estimate will provide the basis of setting up the detail appropriation ledger

Miscellaneous Procedures

- 1) The school district will not pay from a summary vendor statement. Only invoices will be accepted for processing.
- 2) Vendor invoices are mathematically checked and verified.
- 3) The board policy on purchases of \$1,000 or more requires a non-kickback affidavit from the vendor. Payment of these invoices is withheld until such affidavit is received.

Steps in Requisition for Purchase Guidelines

Be accurate and detailed in regard to description of item, unit and total pricing, and assign the date. In the case of General and Building Fund requisitions, all merchandise with the exception of transportation, maintenance, and child nutrition requisitions, will be delivered to the warehouse and then to the requesting school site. Additionally, each requisition will require the approval of the building principal, director of support services, before purchase order numbers will be If information on the requisitions is not filled out in accordance to directives, then deficient requisitions will be rejected.

Activity Fund

- 1) Building Principals approve requisitions for the site.
- 2) Purchase orders will not be issued against any activity fund sub-account if unobligated cash funds are not sufficient within the sub-account to meet the proposed obligation

to be incurred by the requisition. Once a Purchase Order Number is assigned by the Encumbrance Clerk authorized personnel may place the order.

- 5) In order to make payments out of activity funds for services rendered, a Receipt of Merchandise, invoice and a purchase order number will be required in order for the treasurer to pay.

General, Building, and Child Nutrition Funds

- 1) The building principal, director of support services will authorize the requisition.
- 2) A purchase order number will be assigned by the encumbrance clerk which authorizes placement of an order.
- 3) All school site orders delivered to the warehouse.
- 4) Upon receipt of merchandise and/or services, designated personnel will execute the receipt of merchandise form.
- 5) Once merchandise and/or services are delivered or rendered, then receiving agents shall attach the delivery receipt along with packing slips and signed invoices to a copy of the purchase order. A copy of this information shall be returned in its entirety to the accounts payable office.
- 6) The appropriate funds will be remitted to the vendor.

PURCHASING AND RECEIVING AGENTS

Purchasing Agents

The Western Heights Board of Education hereby directs that the Superintendent and the Assistant Superintendent are designated as purchasing agents for the Western Heights School District. Other Purchasing Agents will include the following: Child Nutrition Director, Director of Support Services, Federal Programs Director, Director of Technology, Director of Business Operations, and School Improvement Officer

Receiving Agents

The Superintendent, Assistant Superintendent, Director of Support Services, , Director of Transportation, transportation mechanics, Director of Child Nutrition, cafeteria managers, cafeteria assistant managers, principals, assistant principals, minute clerk, Athletic Director, Band Director, Warehouse Director, and Choir Director, and warehouseman shall be authorized by the Western Heights Board of Education to represent the Western Heights School in matters of cost negotiations and designated as official receiving agents for the Western Heights School District.

ADDENDUM - PURCHASING POLICY AND PROCEDURES
OVERVIEW

Addendums: Contracted Services Agreement
Agreement for Individuals
Business Relationship Affidavit

Effective 2-8-16, the Board of Education requires that all financial agreements with incorporated vendors shall be formalized with an executed Contracted Services Agreement between a purchasing agent of Western Heights Public School and an authorized representative of the vendor.

Effective 7-1-93, the Board of Education requires that all purchase orders with incorporated vendors and person(s) have attached to said purchase order an executed Business Relationship Affidavit.

Adopted: 01-11-93
Revised: 02-01-93
Amended: 03-03-93
Amended: 04-05-93
Revised: 02-08-16
Revised: 08-13-18

AGREEMENT FOR INDIVIDUALS

This AGREEMENT, made and entered into this _____ day of _____, 20____, by and between Western Heights Independent School District No. I-41 of Oklahoma County, party of the first part, (hereinafter referred to as ("WESTERN HEIGHTS")), and _____, party of the second part, (hereinafter referred to as "VENDOR").

WITNESSETH

WHEREAS, WESTERN HEIGHTS has caused to be prepared in accordance with the law, certain plans and specifications, purchase orders, or other authorization for the purchase of goods, equipment, materials, and supplies, or for the completion of work or services or the acquisition of said equipment, materials or supplies as hereinafter described:

WHEREAS, the VENDOR has agreed to sell and provide to sell and provide the hereinabove described equipment, materials, or supplies, and/or complete the hereinabove described work or services according to the applicable plans and specifications, bidding documents and/or purchase orders; and

NOW THEREFORE, in consideration of the mutual agreements and covenants herein contained, the parties to this AGREEMENT have agreed and hereby agree as follows:

1. The VENDOR shall, in good and first class manner, furnish all labor, materials, personnel services, tools, and equipment required to perform and complete the hereinabove described work or acquire the hereinabove described supplies, materials, and/or equipment in strict accordance with this contract and the following documents; which are specifically incorporated herein and made a part of this AGREEMENT hereof:

2. The total amount of this AGREEMENT is \$_____, inclusive of all charges, expenses, interest, principal or any other amounts associated with the AGREEMENT.

3. Payment by WESTERN HEIGHTS shall be made in full within 60 days of final acceptance of the goods, materials, equipment, supplies, and/or work or services.

4. The VENDOR shall upon the request of WESTERN HEIGHTS furnish proof that all claims and obligations incurred by the VENDOR in connection with the performance of said work or acquisition of supplies or services have been fully paid and settled by the VENDOR. If it is determined by WESTERN HEIGHTS that unsettled claims are outstanding against the VENDOR, in connection with the performance of said work, or acquisition of supplies or services, payment will be withheld by WESTERN HEIGHTS until such time as acceptable documentation of full settlement is made.

In witness whereof, the parties hereto have caused this instrument to be executed the day and year first above written.

WESTERN HEIGHTS:

ATTEST:

Clerk of the Board

Superintendent or Purchasing Agent

VENDOR:

ATTEST:

By:

CONTRACTED SERVICES AGREEMENT

AGREEMENT made between _____ of _____, (hereinafter referred to as the "CONTRACTOR") and the Western Heights Independent School District No. I-41 of Oklahoma County, whose principal place of business is located at 8401 SW 44th Street, City of Oklahoma City, County of Oklahoma, State of Oklahoma, (hereinafter referred to as "WESTERN HEIGHTS").

WHEREAS, WESTERN HEIGHTS is an Independent School District who, from time to time, requires the services of independent contractors to assist it in the provision of educational services to its faculty, staff, and students; and

WHEREAS, the CONTRACTOR is in the business of providing contracted services to school districts such as WESTERN HEIGHTS and has a great deal of experience in the provision of said services; and

WHEREAS, the CONTRACTOR is willing to provide said services to WESTERN HEIGHTS, and WESTERN HEIGHTS is willing to contract with CONTRACTOR to receive said services according to the terms, covenants, and conditions hereinafter set forth;

For the reasons set forth above, and in consideration of the mutual promises and agreements hereinafter set forth, WESTERN HEIGHTS and the CONTRACTOR agree as follows:

SECTION I

WESTERN HEIGHTS hereby engages and hires the CONTRACTOR to perform the following services _____

(hereinafter referred to as "contracted services") and the CONTRACTOR hereby accepts and agrees to such engagement subject to the general supervision and pursuant to the orders, advice, and direction of WESTERN HEIGHTS.

SECTION II

The CONTRACTOR agrees to provide the contracted services specified hereinabove on the following dates and at the following times _____

or at such dates and times as reasonably required and as set forth by WESTERN HEIGHTS.

SECTION III

WESTERN HEIGHTS shall pay to CONTRACTOR, and CONTRACTOR shall accept from WESTERN HEIGHTS, in full and complete payment for CONTRACTOR'S services rendered hereunder, the following compensation: _____

The compensation as set forth herein is inclusive of all expenses of the CONTRACTOR including but not limited to, long distance telephone calls, shipping charges, travel expenses, reproduction costs, presentation costs, etc. and the compensation set forth herein shall upon payment by Western Heights be considered full payment for all contracted services. The CONTRACTOR shall not be entitled to any additional compensation by reason of any certain service which he may perform in addition to the contracted services.

SECTION IV

WESTERN HEIGHTS and CONTRACTOR agree that the CONTRACTOR shall be considered at all times and for all purposes an independent contractor as defined by Oklahoma Statutes and case law. It is understood that the CONTRACTOR shall receive no benefits incident to this agreement and that CONTRACTOR is solely responsible for the payment of all employment taxes, unemployment insurance premiums, workers compensation premiums, withholding taxes, and any and all other taxes or benefits normally associated with, or provided to, an employee. The CONTRACTOR hereby agrees to provide all required insurance, to pay all employment related taxes on its employees and to hold WESTERN HEIGHTS harmless for all such benefits, insurance, and taxes which the CONTRACTOR fails to pay.

SECTION V

The CONTRACTOR agrees that all information supplied to it, and all work processed by the CONTRACTOR, will be held to be confidential and private and will not be disclosed to anyone other than WESTERN HEIGHTS without the express written permission of WESTERN HEIGHTS.

SECTION VI

This agreement contains the complete agreement concerning the contracted services arrangement between the parties and shall, as of the effective date hereof, supersede all other agreements between the parties. WESTERN HEIGHTS and the CONTRACTOR stipulate that neither of them has made any representations with respect to the subject matter of this agreement or any representations including the execution and delivery hereof except such representations as are specifically set forth herein, and each of the parties herein acknowledges that he or it has relied on its own judgment in entering into this agreement. No waiver or modification of this agreement, or of any covenant, condition, or limitation herein contained, shall be valid unless in writing and duly executed by the party to be charged therewith.

SECTION VII

This agreement may be terminated by either party on thirty (30) days written notice to the other party. In the event of any violation by the CONTRACTOR of any terms of this agreement,

WESTERN HEIGHTS may terminate this agreement without notice and with pay only to the date of such termination.

IN WITNESS WHEREOF, the parties have executed this agreement at Oklahoma City, Oklahoma, on the _____ day of _____, 20__.

WESTERN HEIGHTS:

By: _____
Position: _____

CONTRACTOR:

By: _____

ACKNOWLEDGEMENTS ATTACHED

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public in and for said County and State on this ____ day of _____, 20__, personally appeared _____ as _____ of Western Heights Independent School District No. I-41 of Oklahoma County, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Notary Public

My Commission Expires:

(SEAL)

STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public in and for said County and State on this ____ day of _____, _____, personally appeared _____ as _____ of _____, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Notary Public

My Commission Expires:

(SEAL)

SOLE/SINGLE SOURCE JUSTIFICATION

Part/Item/Service
Description _____

Vendor Name _____ Requisition # _____

Provide sole/single source justification for item(s) or services listed above. Justification may be made in accordance with Western Heights Public Schools Policy.

*Also include any additional information that assists in determining the validity of the sole/single source justification.

____ Only Manufacturer-approved source
(Attach letter from manufacturer)

____ Competition attempted
(Explain below in detail)

____ Proprietary/Patented Item
(Attach letter from manufacturer)

____ Copyrighted Item
(Attach letter from company)

____ Compatibility with existing equipment
(Explain below in detail)

____ Other
(Explain below in detail)

Explanation of sole/single source: _____

Competition may be possible, but this item is obtained without competition due to the following:

____ Government/Federal Contract
(Include copy of contract page or contract number
Page, and vendor/item number)

____ Oklahoma State Contract
(include copy of contract page or contract
number, page, and vendor/item number)

Signatures/Authority

Originator/Budget Sponsor: _____ Date: _____

WESTERN HEIGHTS PUBLIC SCHOOLS

Receipt of In-Kind Donation

Note: Gifts in-kind, also referred to as in-kind donations, are a type charitable giving in which, instead of giving money to buy needed goods and services, the goods and services themselves are given. Gifts in-kind are distinguished from gifts of cash or stock.

Date: _____

School _____ Classroom: _____

Site: _____

Recipient: _____

Donor: _____

Donor's Contact Information:

Address: _____ Phone: _____

Acquired Through: _____ Online: _____ Local: _____ Other: _____

(Such as Donorschoose or Amazon Wishlist)

Value: _____ Estimated: _____ Actual: _____

(Please attach any receipts or other documentation of purchase)

Description of
Items/Materials: _____

IMPORTANT: Please retain a copy of this form in classroom where the donated item resides. The original will be on file in the principal's office. In accordance with school board policy 3.904, "Each teacher will be provided with inventory blanks, and at the close of the year will be required to hand in an inventory of all supplies and equipment." Donated items must be listed in your end of the year check out and classroom inventory. Items donated remain with the school site or classroom location unless they are consumed in their entirety or written authorization to move or remove items has been granted.

I, the undersigned upon oath, say that I have full knowledge of the foregoing items listed on this form. The foregoing items have been acquired just, correct, and according to law; that all supplies, materials, and things therein enumerated have been delivered and inventoried in accordance with school board policy.

Receiving Agent

Supervisor