Procurement Code of Conduct

Approved by Board March 21, 2017, Latest Modification June 27, 2017

To promote a procurement environment of free and open competition, rooted in fairness and integrity, ALL EMPLOYEES ENGAGED IN PROCUREMENT OF ANY KIND shall adhere to this Procurement Code of Conduct. This is intended to PROTECT YOU, the District, taxpayers, and our vendors.

The term "Vendor" describes any individual or entity supplying the District with goods or services, and includes, but is not limited to, vendor, supplier, firm, company, contractor, and sub-contractor.

Expectations:

1. No employee, officer, or agent of the District shall participate in, nor attempt to influence, the selection, award, or administration of a contract if any real or apparent conflict of interest exists (reference 2 CFR 200.318 (c) (1)). The term "Contract" includes, but is not limited to, contracts, agreements, and purchase orders.

   A conflict of interest arises when any of the following has a financial or other interest in, or receives a tangible personal benefit from, a vendor or vendor's agent considered for a contract:

   a. You as an employee, officer, or agent of the District;
   b. Any member of your immediate family;
   c. Your partner;
   d. An organization which employs or is about to employ any of the above.

   If you are aware of any potential conflict of interest, you must remove yourself from the decision making process involved in the selection, award, and administration of the related contract. Additionally, you must provide a written statement to the Purchasing Department acknowledging a conflict of interest and the related contract. A form will be provided by the Purchasing Department.

   If you are unsure about whether or not a conflict of interest exists, you should contact for clarification either the Director of Purchasing or the Associate Superintendent of Business & Facilities.

   The District considers certain positions to have a highly influential effect on the selection, award, and administration of contracts. If you occupy such a position, you must provide ongoing annual statements (CA form 700, Statement of Economic Interest) disclosing reportable investments, business positions, interests in real property and income. Additionally, upon resignation and within 30 days of receiving notice from the District, you must file a written statement, signed under the penalty of perjury, stating that you did not make, participate in the making, or use your position to influence any decision of the District, or receive, or become entitled to receive, any form of payment by virtue of occupying the position. (CA Govt. Code 87302)

2. No employee, officer, or agent of the District may solicit nor accept gratuities, favors, or anything of monetary value from vendors, or potential vendors (reference 2 CFR 200.318 (c) (1)). Gratuities include, but are not limited to, gifts, prizes, tickets/passes, travel packages, and meals.

   You must not accept anything from a vendor, or potential vendor, which is beyond any related obligation, and may therefore be viewed as an attempt to unfairly bias you towards that vendor.

   The District recognizes that it may be customary of some vendors to provide tokens of their appreciation for the District's business. In order to provide a standard across the District of what is considered "acceptable and without influence", the District bases its gift limit on Schedule D of CA form 700.

You may accept gifts of various kinds as long as the **COMBINED MONETARY TOTAL received from any single vendor IS LESS THAN FIFTY DOLLARS ($50) within the same District fiscal year**. This is the District's "Gift Limit". If the exact amount of a gift is not known, you must make a good faith estimate of the gift's fair market value, defined as what you believe the gift would be worth if you had to purchase it for full price.

NO GIFT OF ANY AMOUNT MAY BE ACCEPTED IF THERE IS ANY VENDOR EXPECTATION TO RECEIVE BUSINESS BASED UPON ACCEPTING THE GIFT.

In the event that you receive a gift intended SPECIFICALLY FOR YOU, if the receipt of that gift will exceed the gift limit when applied to the vendor, you must do one of the following:

Return the gift to the vendor. Explain to the vendor that the District prohibits you from accepting the gift, and that the vendor must take it back at their expense.

Donate the gift to the District, making it available to the District, at the discretion of the Associate Superintendent of Business & Facilities. As the gift was intended specifically for you, it is recommended that you provide a written acknowledgement of the donation. A form will be provided by the Purchasing Department. In addition, fill in the log maintained by the Office of the Associate Superintendent of Business & Facilities.

In the event that a gift is received, being meant for nobody in particular (ex. your department or school site), if the receipt of that gift will exceed the gift limit when applied to the vendor, you must do the following:

The gift must be made available to the District, at the discretion of the Associate Superintendent of Business & Facilities. Fill in the log maintained by the Office of the Associate Superintendent of Business & Facilities.

The District recognizes that Board Members, Superintendent level staff, and Cabinet level staff may find themselves attending conventions, conferences, meetings, social events, meals, or like gatherings as representatives of the District. In this case, any associated food, beverages, and accommodations are exempt from this Code of Conduct. However, California Form 700 requirements, or any other similar government regulation, still apply.

3. Consequences associated with violating this Procurement Code of Conduct may include any or all of the following:

    a. Reprimand or other disciplinary action by School Board, or the Board's designee;
    b. Dismissal by School Board;
    c. Additional legal action necessary.

Code of Federal Regulations: 2 CFR 200.318 (c) (1)
The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(SVUSD AR 3230)