INTRODUCTION

A need exists to establish a uniform system for the award of contracts by the District utilizing appropriate open cooperative bids provided by Rhode Island General Law.

The Lincoln Public Schools establish this policy to ensure that all financial transactions are in compliance with state law and regulations, and acceptable to the Town of Lincoln School Committee.

POLICY

Unless otherwise exempt pursuant to state law, all contracts shall be awarded by either (a) competitive, sealed bidding, (b) competitive negotiations, (c) non-competitive negotiations, (d) sole source procurement and emergency procurements, or (e) small purchases procedures as those terms are defined in the Rhode Island General Laws 45-55-1 et seq.

In recognition of the fact that appropriations are authorized using an approved budget process, the School Committee authorizes various levels of purchasing authority in order to efficiently meet the demands in the daily operations of the schools and their educational programs. The Superintendent shall identify and designate appropriate individuals for these purposes.

1) The term "contract" means all types of agreements, including grants and orders for the purchase or disposal of supplies, services, construction, or any other item. It includes awards; contracts of a fixed price, cost, cost-plus-a-fixed-fee, or incentive type; contracts providing for the issuance of job or task orders; leases; letters contracts, purchase orders, and construction management contracts. It also includes supplemental agreements with respect to any of the preceding.

2) The School Business Administrator shall authorize all contracted purchases within the approved budget or approved by transfer for the use by the schools.

   All contracted purchases shall be made on the approved District purchase order form, authorized by the administrator making the request, signed by the School Business Administrator, and transmitted to the vendor via a written purchase order form or by electronic means.

3) Code of Conduct

This Code of Conduct addresses any conflicts of interest that may exist when an employee is engaged in procurement activities. This code prohibits employees engaged in procurement activities and/ or contract management from soliciting gifts or gratuities. It shall be the responsibility of all District employees to disclose situations which may potentially give rise to a conflict of interest. Examples of such situations include, but are not limited to, a person or family member who participates in one of the following activities with respect to an organization doing or seeking to do business, or in the same or similar line of business with the District:

a. Holds a substantial financial interest in such an organization;
b. Serves as trustee, director, or officer of such an organization;
c. Serves as consultant to such an organization;
d. Is an influential employee of such an organization;
e. Accepts gifts, loans, travel services and entertainment or other favors from such an organization. Additional examples are when the person or family buys, sells, or leases any kind of property, facilities, supplies or equipment to or from the District, and when the employee devotes time or energy during the employee working hours to activities which serve the interest of any other organization.
f. Solicits gifts/gratuities from vendors engaged in procurement.
    i. Examples of when the financial interest of an employee engaged in procurement is a gift or gratuity include but are not limited to large sums of cash, expensive luxury items, gift cards with high value, travel vouchers, and tickets to an event, or any good or service greater than $25.
    ii. Examples of when the financial interest of an employee engaged in procurement is not substantial or when a gift is an unsolicited item of nominal value include but are not limited to modest items of food and non-alcoholic refreshments such as soft drinks, coffee, donuts, cookies, and items such as calendars, mugs, pens, refrigerator magnets, and items with a retail value of no more than $25.

If, during employment or association, the District employee has reason to believe that an existing or contemplated activity may contravene this policy, the District employee shall submit a written description of the activity to the Superintendent and seek a determination as to whether an existing or contemplated activity does or does not contravene this policy.

The Superintendent shall determine the applicability of this policy to individual situations and shall determine whether a District employee shall be instructed to cease participation in an existing activity, be prohibited from participating in a contemplated activity, be disqualified from action on the recommendation and/or decision process, and whether and to what extent corrective measures and/or disciplinary action in the enforcement of this policy are warranted.

Failure on the part of any District employee to comply with this policy will result in an investigation and may be grounds for discipline.

4) Emergency Procurement

All purchases of an emergency nature will be in accordance with Rhode Island Gen Law 45-55-8. The Superintendent shall have the right to make such emergency contract purchases without competitive bidding and without previous approval by the School Committee.

Emergency purchases relate to procurements when there exists a threat to public health, welfare, or safety under emergency conditions when their exists a threat to public health, welfare, or safety, or where the procurement will be in the best interest of the District or which are absolutely essential to keep a school building or unit of the school system in normal operation and in which the bid procedure delay would seriously affect this normal operation of the school system (all such conditions as determined by the Superintendent or his designee).

The School Committee will be notified as soon as possible when a situation arises to make an emergency purchase necessary.

Emergency procurements shall be made with as much competition as is practicable under the circumstances. A written determination of the basis for the emergency, and for the selection of the contractor, shall be included in the contract file.

5) Procurements Utilizing Master Price Agreement And Joint Purchases

The District may utilize the Rhode Island Master Price Agreement (MPA) or cooperative and joint purchasing arrangements as provided in state law. Use of these groups for procurements shall not require the District to go through a separate competitive process.

These processes may be utilized only when the Superintendent or his designee makes the determination, in writing, that the procurement is the most advantageous to the District taking into consideration price and appropriate evaluation factors.

6) Federal Grant Funded Purchases

Federal Grant Funded purchases must adhere to the Federal Uniform Guidance Procurement Standards (UGPS) of the Code of Federal Regulations (CFR) as prescribed in sections 200.318 through 200.326. The District shall use the UGPS standards when applicable, if they are more restrictive than the District's standards issued in these Procurement Guidelines. The District Business Administrator overseeing procurement shall assist in the formation of unique general terms and conditions that may need to be included within bidding documents involving the use of Federal, State or other Grant funds. In the formation of such unique general terms and conditions it shall be the responsibility of the District management in consultation with the District Counsel to forward such requirements to the District Business Administrator, so they are included within bidding documents.

7) Procurement for Food Services

The National School Lunch Act requires schools to purchase, to the maximum extent practicable, domestical commodities and products. A domestic commodity or product means an agricultural commodity that is processed in the United States, and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. Purchases made in accordance with the Buy American provision must still follow the applicable procurement rules calling for free and open competition. Any entity that purchased food or food products on behalf of the School Food Authority ("SFA") must follow the same Buy American provisions that the SFA is required to follow. Section 104(d) amended Section 12(n) of the National School Lunch Act (NSLA) (42 U.S. 1760) to require SFAs participating in the NSLP and SBP in the United States to purchase for those programs, to the maximum extent practicable, domestic USDA Foods or products. For purposes of this provision, the term domestic food commodity or product means an agricultural commodity produced in the United States, including Guam, American Samoa, the Virgin Islands, Puerto Rico, and the Northern Mariana Islands, and food products processed in the United States SUBSTANTIALLY using agricultural USDA Foods that are produced in the United States. For products procured by SFAs for use in the Child Nutrition Programs, the food component of the product is the agricultural commodity. FNS defines food component as one of the food groups which comprise reimbursable meals. The food components are: meats/meat alternates, grains, vegetables, fruits, and fluid milk. All solicitations that involve the purchasing of a food component shall include a requirement that the SFA purchase domestic commodities to the maximum extent practicable and shall include procedures for limited exceptions.

The SFA shall include following language in solicitations: The Lincoln Public Schools participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A 'domestic commodity or product' is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d). Exceptions to the Buy American provision are very limited; however, an alternative or exception may be approved upon request. To be considered for an alternative or exception, the request must be submitted in writing to a designated official, a minimum of seven (7) day (s) in advance of delivery. The request must include the: 1. Alternative substitute(s) that are domestic and meet the required specifications: (a) Price of the domestic food alternative substitute(s); and (b) Availability of the domestic alternative substitute(s) in relation to the quantity ordered. 7 2. Reason for exception: limited/lack of availability or price (include price): (a)Price of the domestic food product; and (b) Price of the non-domestic product that meets the required specification of the domestic product.

8) Competitive Quote Process (Small Purchases)

Procurements, not to exceed an aggregate amount of ten thousand dollars ($10,000) for construction and five thousand dollars ($5,000) for all other purchasers may be made by competitive quotes in accordance with RIGL 45-55-9 and as provided in this section.

Procurements from a single vendor, which exceed three thousand dollars ($3,000), shall be made only after the solicitation of a minimum of two quotations. Competitive quotes are not required when procurements are below three thousand dollars ($3,000).

Whenever this process is used, the results shall be documented, with documentation retained in accordance with the RI Secretary of State Records Retention Schedule – LG5. After review by the School Business Administrator, who will consider the lowest responsible responder, the purchase(s) shall be made.

Procurements shall not be artificially divided so as to constitute a small purchase under this section.
The quote requirements in this section do not apply when emergency or sole source conditions exist. See sections 5 and 12.

9) Competitive Bidding Process.

Except as otherwise provided in this policy or Rhode Island law, sealed competitive bids shall be solicited for procurements more than ten thousand dollars ($10,000) for construction

and in excess of five thousand dollars ($5,000) for other procurements. As per RIGL 45-55-9, these amounts shall be increased or decreased by the School Business Administrator on July1st and annually hereafter at the same rate as the Boston regional Consumer Price Index.

The invitation for bids shall state whether award shall be made on the basis of the lowest bid price or the lowest evaluated or responsive bid price. If the latter basis is used, the objective measurable criteria to be utilized shall be stated in the invitation for bids, if available.

Notice requirements:

- Adequate public notice of the invitation for bids shall be given a sufficient time prior to the date stated in the notice for the opening of bids.
- Notice may include publication in a newspaper of general circulation in the state or the utilization of the Rhode Island Purchasing Group via BidNet Direct as determined by the Superintendent or designee not less than seven (7) days nor more than twenty-one (21) days before the date set for opening of the bids.
- The Superintendent or designee may make a written determination that the twenty-one (21) day limitation needs to be waived. The written determination shall state the reason why the twenty-one (21) day limitation is being waived and shall state the number of days, giving a minimum and maximum, before the date set for the opening of bids when public notice is to be given.

Bid opening process:

Bids shall be opened publicly in full view of the public at the time and place designated in the invitation for bids. Each bid, together with the name of the bidder, shall be recorded and an abstract made available for public inspection.

Subsequent to the awarding of the bid, all documents pertinent to the awarding of the bid shall be made available and open to public inspection and retained in the bid file.

Bid award:

The contract shall be awarded with reasonable promptness by written notice to the responsive and responsible bidder whose bid is either the lowest bid price, or lowest evaluated or responsive bid price.
Correction or withdrawal of bids may be allowed only to the extent permitted by bid specifications or by this policy.

10) Negotiations After Unsuccessful Competitive Sealed Bidding.

The District may engage in negotiations after an unsuccessful competitive sealed bid when all bids submitted pursuant to competitive sealed bidding result in bid prices in excess of the funds available for the purchase, and the Superintendent or his designee determines in writing:

(1) That there are no additional funds available from any source to permit an award to the lowest responsive and responsible bidder; and
(2) The best interest of the District will not permit the delay attendant to a re-solicitation, or for revised quantities, under competitive sealed bidding, then a negotiated award may be made as stated in subsections below.

Where there is more than one bidder negotiations shall be conducted with the three bidders determined, in writing, to be the lowest responsive and responsible bidders to the competitive sealed bid invitation (or less than three if less meet these qualifications).

Competitive negotiations shall be conducted under the following restrictions:

(1) If discussions pertaining to the revision of the specifications or quantities are held with any potential offeror, all other potential offerors shall be afforded an opportunity to take part in the discussions; or
(2) A request for proposals, based upon revised specifications or quantities, shall be issued as promptly as possible, shall provide for an expeditious response to the revised requirements, and shall be awarded upon the basis of the lowest bid price, or lowest evaluated bid price submitted by any responsive and responsible offeror.

When after competitive sealed bidding, it is determined, in writing, that there is only one responsive and responsible bidder, a noncompetitive negotiated award may be made with that bidder in accordance with sole source procurements under this policy.

11) Competitive Negotiations.

When the use of competitive sealed bidding is not practicable[1], the District may award a contract by competitive negotiation provided:

[1] Factors to be considered in determining whether competitive sealed bidding is practicable shall include whether:
(1) Specifications can be prepared that permit award on the basis of either the lowest qualified bid price or the lowest qualified evaluated bid price; and
(2) The available sources, the time and place of performance, and other relevant circumstances as are appropriate for the use of competitive sealed bidding.

1. Public notice is given in the same manner as sealed competitive bidding.
2. The request for proposals shall indicate the relative importance of price and other evaluation factors.
3. The Superintendent or designee shall conclude in writing that the proposal is the most advantageous to the District taking into consideration price and the evaluation factors stated in the request for proposals.
4. The Superintendent or his designee shall determine in writing, that the bid prices received by competitive sealed bidding either are unreasonable as to all or part of the requirements, or were not independently reached in open competition, and for which:

   (1) Each competitive bidder has been notified of the intention to negotiate and is given reasonable opportunity to negotiate; and
   (2) The negotiated price is lower than the lowest rejected bid by any competitive bidder; and
   (3) The negotiated price is the lowest negotiated price offered by a competitive offeror.

5. The award shall be made to the responsible offeror whose proposal is determined, in writing, to be the most advantageous to the District taking into consideration price and the evaluation factors stated in the request for proposals.

6. Negotiations shall be conducted in the following manner:

   (1) Written or oral discussions shall be conducted with all responsible offerors who submit proposals determined, in writing, to be reasonably susceptible of being selected for award. Discussions shall not disclose any information derived from proposals submitted by competing offerors.
   (2) Discussions need not be conducted:

   - With respect to prices, where prices are fixed by law or regulation, except that consideration shall be given to competitive terms and conditions; or
   - Where time of delivery or performance will not permit discussions; or
   - Where it can be clearly demonstrated and documented from the existence of adequate competition or accurate prior cost experience with the particular supply, service, or construction item, that acceptance of an initial offer without discussion would result in fair and reasonable prices, and the request for proposals notifies all offerors of the possibility that award may be made on the basis of the initial offers.

12) Sole Source Procurement.

A procurement contract may be awarded without competition when the Superintendent or is designee determines, in writing, that there is only one source for such procurement.

13) Cancelation Of Invitation For Bids And Requests For Proposals.

An invitation for bids, a request for proposals, or other solicitation under this policy may be cancelled, or all bids or proposals rejected, if it is determined, in writing that action if taken is not in the best interest of the District and approved by the Superintendent or his designee.

14) Contracts.

All procurement contracts shall be approved by the School Committee and executed by the Superintendent or his designee.

15) Student Activity Accounts.

The fundraising and expending of school activity account money shall be purposed only to promote the general welfare and morale of all students and to support the extracurricular activities not funded by local budget.

Use of these funds shall not be utilized to avoid following general purchasing policy and procedures.

Specific procedures and guidelines regarding the operation of these accounts form collecting receipts, expending funds, reconciling bank statements, and auditing requirements are contained in a separate document.

16) W/MBE requirements.

To the extent required by Rhode Island law, the District shall comply with all W/MBE requirements.

First Reading: July 19, 2021
Second Reading: August 24, 2021
Policy Adopted: August 24, 2021
Policy Amended: April 28, 2022
Revised Policy First Reading: December 12, 2022
Revised Policy Second Reading: January 9, 2023
Revised Policy Adopted: January 9, 2023
Revised Policy First Reading: September 14, 2026
Revised Policy Second Reading: October 19, 2026
Revised Policy Approved: October 19, 2026

TOWN OF LINCOLN SCHOOL COMMITTEE, Lincoln, Rhode Island