

<p>TUCSON UNIFIED SCHOOL DISTRICT</p> <p>GOVERNING BOARD POLICY</p>	<p>POLICY TITLE:</p> <p>Purchasing Procedures</p>
	<p>POLICY CODE: DJE</p>

All Purchasing, Contracting, Competitive Bids, and Bid Protests Shall Comply with the Law

The Superintendent shall be responsible for all purchasing, contracting, competitive bidding, and receiving and processing of all bid protests, in accordance with the Arizona school district procurement rules, Arizona Administrative Code Chapter 2, Title 7, Articles 10 and 11, *School District Procurement*, as well as the appropriate sections of the Arizona Revised Statutes, the Arizona State Board of Education Administrative Code, and the Uniform System of Financial Records.

A contract shall not be awarded to an entity that does not verify employment eligibility of each employee through the E-verify program in compliance with A.R.S. 23-214 subsection A. Each contract shall contain the warranties required by A.R.S. 41-4401 relative to the E-verify requirements.

Administrative regulation DJE-R prescribing purchasing procedures for Tucson Unified School District No. 1 shall be consistent with this Governing Board Policy and the law.

Authorization to Sign or Approve

Only the administrators and staff designated in Regulation DJE-R, *Purchasing Procedures*, may sign procurement agreements on behalf of Tucson Unified School District No. 1, when the agreements comply with applicable rules, regulations, statutes, and policies.

Purchasing Department Responsibilities

The Purchasing Department shall prepare written determinations as required by the Arizona State Board of Education Administrative Code prior to issuing formal solicitations for multi-step sealed bidding, competitive sealed bids or proposals, multi-term contracts, or non-construction contracts requiring bid or contract security.

The Purchasing Department representative most closely involved in the procurement shall serve as the District representative for protests and claims on solicitations and contracts.

Assumption of Debts

The Board shall assume responsibility for debts incurred in the name of the District so long as those debts are for purchases made in accordance with this Policy and Regulation DJE-R *Purchasing Procedures*.

The Board shall not be responsible for debts incurred by persons or organizations not directly under Board control or debts incurred in contradiction to this Policy and Regulation DJE-R *Purchasing Procedures*.

Persons making unauthorized purchases shall assume full responsibility for all such debts.

Purchases Not Requiring Competitive Bidding

Purchases of less than ten thousand dollars (\$10,000) may be made at the discretion of the Superintendent. Such procurements are not subject to competitive purchasing requirements, however reasonable judgment should be used to ensure the purchases are advantageous to the District. See Regulation DJE-R.

Written price quotations will be requested from at least three (3) vendors for transactions of at least ten thousand dollars (\$10,000) but not more than one hundred thousand dollars (\$100,000). If three (3) written price quotations cannot be obtained, documentation showing the vendors contacted that did not offer written price quotations, or explaining why written price quotations were not obtained, shall be maintained on file in the District office. See Regulation DJE-R.

TUSD will comply with the competitive bidding exemptions outlined in R-7-2-1002 (D)(1-12) *Applicability*, including but not limited to the placement of a student in a private school that provides special education services pursuant to A.R.S. 15-765, purchases or contracts with the Arizona Industries for the Blind, certified nonprofit agencies that serve individuals with disabilities and Arizona Correctional Industries, Intergovernmental agreements and contracts in accordance with A.R.S. [11-](#)

[952](#) pursuant to A.R.S. [15-213](#), a decision to participate in insurance programs authorized by A.R.S. [15-382](#), etc.

Purchases Requiring Competitive Bidding

Except in the case of approved emergency or sole source procurements, all purchase transactions exceeding \$100,000 shall require a formal competitive sealed bid, competitive multistep sealed bid or competitive sealed bid or proposal process in accordance with the requirements of the Arizona State Board of Education Administrative Code and the Uniform System of Financial Records. See DJE-R.

Online Bidding

Until such time as the State Board of Education adopts rules for the procurement of goods and information services by school districts and charter schools using electronic, online bidding, the District may procure goods and information services pursuant to A.R.S. 41-2671 through 2673 using the rules adopted by the Department of Administration in implementing 41-2671 through 2673.

Duration of Contract

Unless otherwise provided by law, contracts for materials or services and contracts for job-order-contracting construction services may be entered into if the duration of the contract and the conditions of renewal or extension, if any, are included in the invitation for bids or the request for proposals and if monies are available for the first fiscal period at the time the contract is executed.

The duration of contracts for materials or services and contracts for job-order-contracting construction services shall be limited to no more than five (5) years unless the Board determines that a contract of longer duration would be advantageous to the District. Once determined, the decision should be memorialized in meeting minutes and in the contract/bid file.

Payment and performance obligations for succeeding fiscal periods are subject to the availability and appropriation of monies.

Public Inspection and Rationale for Awarding a Contract

Under the following circumstances, the Purchasing Department shall make available for public inspection all information, all bids, proposals and qualifications submitted, and all findings and other information considered, in determining whose bid conforms to the District's invitation for bids:

- A) After the bids submitted in response to an invitation for bids are opened and the award is made, *or*
- B) After the proposals or qualifications are submitted in response to a request for proposals or a request for qualifications and the award is made; *and*
- C) The information released is determined by TUSD *not* to contain proprietary trade secrets.

Documentation provided will include information regarding the most advantageous with respect to price, conformity to the specifications, and other factors, or whose proposal for qualifications are to be used to select and award the bid.

Included in this information will be the rationale for awarding a contract for any specified professional services, construction, construction service or materials to an entity selected from a qualified select bidders list or through a school purchasing cooperative.

The invitation for bids, request for proposals or request for qualifications shall include a notice that all information and bids, proposals and qualifications submitted will be made available for public inspection. A.R.S. 15-213(B).

Contract Void and Unenforceable

Any contract that contains a provision, covenant, clause or understanding in, collateral to or affecting a construction contract that makes the contract subject to the laws of another state or that requires any litigation, arbitration or other dispute resolution proceeding arising from the contract to be conducted in another state is void and unenforceable. A.R.S. §15-213(A)(2)(g).

After- the-Fact Procurements

A properly executed purchase order shall be issued for the acquisition of all goods, personal services and construction. If a school site or department orders

materials, services or construction prior to a purchase order being issued, then an After-the-Fact procurement has occurred. After-the-Fact procurements violate the Arizona Revised Statutes, Article 10 of the Arizona Board of Education Administrative Code and the Uniform System of Financial Records. School Sites or departments that violate statute and code will be required to follow the procedures in District Regulation DJE-R. A Violation may be considered misappropriation of District funds, which will result in corrective action, up to and including termination of employment and/or mandatory reimbursement of the unauthorized purchase amount.

TUSD reserves the right to refuse payment for any improper procurement. If TUSD should refuse to pay a vendor for an After-the-Fact Procurement, the responsible employee(s) may be liable for civil damages and attorneys' fees should the vendor choose to institute court action seeking payment from the employee.

Procurement Card

The Governing Board acknowledges that instances occur when ready payment for goods or services is in the best interest of the District. The District defines Procurement Cards as a method of payment in lieu of cash or check and used in accordance with governing policies, laws or regulations pertaining to the District (see Regulation DJE-R).

The Governing Board authorizes the Superintendent to secure and assign controlled limit Procurement Cards to designated personnel. District assigned Procurement Cards may not be used for personal expenditures, cash withdrawals, alcoholic beverages, tobacco or any material or service that violates policy, law or regulations pertaining to the District. Misuse may be considered misappropriation of District funds, which will result in corrective action, up to and including termination of employment.

The use of Procurement Cards is to be closely monitored and payment of statements for authorized purchases and vendor payments are to be made as promptly as possible to avoid finance charges or late fees associated with the use of such cards. Regulation DJE-R lists the authorized staff who are responsible for implementation and

monitoring of District procurement cards.

Registered Sex Offender Prohibition

All purchase orders, agreements to purchase, and contracts for services to be provided by personnel other than District employees will include the following statement:

Registered Sex Offender Prohibition. The vendor/contractor agrees by acceptance of this purchase order and/or contract that no employee or subcontractor of the vendor, who is required to register as a sex offender pursuant to A.R.S. 13-3821, will perform work on District premises or equipment at any time when a District student(s) is present or is reasonably expected to be present. The vendor/contractor further agrees by acceptance of a District purchase order and/or contract that a violation of this condition shall be considered a material contract breach and may, at the District's sole discretion, result in cancellation of the purchase order and/or contract.

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Revised: January 12, 2010
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Affirmed: March 25, 2014
Revised: _____

Legal Reference:

A.R.S.:
[11-952](#) Intergovernmental Agreements and Contracts

[15-213](#) Procurement practices of school districts; violations; classification; definitions
[15-213.01](#) Procurement practices; guaranteed energy cost savings contracts; definitions
[15-213.02](#) Program for school energy and water use efficiency programs; definitions
[15-239](#) School compliance and recognition; accreditation; audits
[15-323](#) Governing board member; voting eligibility; purchases from board member
[15-342](#) Discretionary powers
[15-382](#) Authorization to self-insure; pooling agreements; joint agreements;
[15-765](#) Special education in rehabilitation, corrective or other state and county supported institutions
[15-910.02](#) Energy and water savings accounts
[23-214](#) Verification of employment eligibility; e-verify program;
[34-101 et seq.](#), Public Buildings and Improvements, Employment of Special Services
[35-391](#) Credit card payments by governmental entities; disclosure; definitions
[35-393](#) Israel Boycott Divestments
[38-503](#) Conflict of interest; exemptions; employment prohibition
[38-511](#) Cancellation of political subdivision and state contracts; definition
[38-621](#) Persons eligible to receive travel expenses
[38-622](#) Authorization for travel; claims
[38-623](#) Means of travel; rates
[38-624](#) Lodging expenses; meal and incidental expense reimbursement
[38-625](#) Receipts for transportation
[39-121](#) Inspection of Public Records
[41-2632](#) Cooperative purchasing authorized; definitions
[41-2636](#) Procurement from certified nonprofit agencies that serve individuals with disabilities
[41-2671 through 41-2673](#) Online Bidding
[41-4401](#) Government procurement; e-verify requirement; definitions

A.A.C.

[R7-2-1001 et seq](#)
[R-7-2-1002 \(D\)\(1-12\) Applicability](#)
[R7-2-1141 et seq](#)

A.G.O.:

183-136
187-035
[106-002](#) ARS 38-503(C) and sale of goods or services by school district employees to their employer

[2 C.F.R. 200.321](#) Contracting with small and minority businesses

[Uniform System of Financial Records for Arizona School Districts](#)

Cross Reference:

DJ Purchasing Ethics Policy

DJE-R Purchasing Procedures

[BCB Board Member Conflict of Interest](#)

[BCB-E Board Member Conflict of Interest Exhibit](#)

[GBEAA Staff Conflict of Interest](#)

[GBEAA-E – Staff Conflict of Interest Exhibit](#)