



**PROCUREMENT MANUAL  
FOR EQUIPMENT, MATERIALS, SUPPLIES, AND NON-  
CONSTRUCTION SERVICES**

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## **CHAPTER 1 - OVERVIEW**

The Purchasing Department is committed to assisting schools, instructional offices, and non-instructional support offices, in procuring the highest quality goods and services at competitive prices for the support of student achievement. We are focused on securing goods and services from reputable and responsible vendors in compliance with applicable laws of the State of California, the federal government, the Board policies, and policies and procedures of the Culver City Unified School District (CCUSD).

We will ensure that our business practices are carried out with the highest degree of professional ethics, integrity and competency. We value:

- A commitment to excellence
- Unquestionable integrity
- Prudent expenditure of funds
- Satisfied customers
- Inspired and proactive leadership
- Initiative and innovative ideas
- The use of business technological advances

We developed this manual as a tool to provide guidance and assistance in the procurement process, to schools, offices, and to contractors/vendors.

### ***Do's and Don'ts***

Included is a “Do's and Don'ts” chapter at the end of this manual, to provide guidance in certain situations. The Do's and Don'ts are also included in areas of the manual to reinforce their importance to particular situations.

### **MISSION STATEMENT**

*“To manage and coordinate the procurement of the District's needs with professionalism, providing support. To negotiate, purchase and contract in an open, competitive, fair manner; securing maximum value for public funds through ethical, effective purchasing practices and high standards of excellence. schools and administrative offices with goods and services they need – when they need them.”*

Efforts are centered on leveraging the District's aggregate buying power to reduce acquisition costs, maintain quality and ensure timeliness of delivery or service.

Purchasing is responsible for the acquisition of professional services provided by consultants, contractors, and other private firms. Acquisitions are achieved through the use of requests for qualifications (RFQs) and requests for proposals (RFPs) which are developed, issued, evaluated and awarded. This division also administers the advertising, bidding and awarding of all formal, competitively bid school construction projects, including the prequalification of contractors and all post-award contract activities.

## **A. PURPOSE**

This manual contains the official policies and procedures for procuring supplies, equipment, and general and professional services. By adhering to the manual, we ensure that supplies, equipment, general and professional services necessary for the operation of school sites and central operation are obtained at competitive prices in a manner that guarantees fairness in the selection of contractors and minimizes opportunities for fraud, waste and abuse.

These policies and procedures are consistent with applicable state and federal law.

These policies and procedures are not intended to address the procurement activities related specifically to school construction and modernization projects sponsored by the Facilities Services Division. Please visit the following site for that information:  
[https://www.ccsd.org/apps/pages/index.jsp?uREC\\_ID=3406778&type=d&pREC\\_ID=2383618](https://www.ccsd.org/apps/pages/index.jsp?uREC_ID=3406778&type=d&pREC_ID=2383618)

## **B. OBJECTIVE**

No purchases shall be made except as provided by applicable California Law, Federal Law, Board policies and these procedures for procurement of supplies, equipment, general and professional services. Only persons expressly authorized by Board policy or the Superintendent, via sub-delegation of authority, shall make any purchase or enter into any contract for the purchase of supplies, equipment, general and professional services on behalf of the District. School Principals, Office Administrators, Staff DO NOT have the authority to sign vendors' contracts. Any purchase made or contract entered into in violation of the policies and procedures contained herein are void and not binding on the District. Those individuals who violate these policies and procedures and engage in malfeasance shall be personally liable for such actions.

It is your responsibility to follow the policies and procedures of the District. Procurement is available to assist you in following good business practices during the procurement process.

If you have questions regarding procurement, please contact (310) 842-4220, ext.: 4357, or visit the website at:

[https://www.ccsd.org/apps/pages/index.jsp?uREC\\_ID=4390642&type=d&pREC\\_ID=2603346](https://www.ccsd.org/apps/pages/index.jsp?uREC_ID=4390642&type=d&pREC_ID=2603346)

## **C. DELEGATED AUTHORITY**

Per Board Policy 3310, The Superintendent or designee may issue and sign purchase orders and shall submit them to the governing Board for approval.

## **D. YOUR ROLE**

### **D.1. Conduct**

You have a fiduciary responsibility to protect the interest of the District, to place the District's interest above your own, and most importantly, to safeguard the District's resources.

## **D.2. Ethics**

Ethics is an overarching theme for schools, offices, District staff, vendors, and consultants from the time preceding the initiation of the procurement process through the fulfillment of a contract. Procurements utilizing District funds are either direct or indirect spending of public funds and subject to public scrutiny. Therefore, before, during, and after the procurement process, we must all be responsible, honest, prudent, and avoid participating in any decision-making where there could be a conflict of interest or the appearance of a conflict.

## **D.3. Splitting to Avoid Competition**

It is unlawful to split or separate into smaller work orders/projects any work, project, service, or purchase for the purpose of evading the competitive process (Public Contract Code §20116). No person shall willfully split a single transaction into a series of transactions for the purpose of evading the requirements (Public Contract Code §20116). Moreover, it is against Board policy to split professional service contracts to avoid the competitive negotiation requirement.

Bid-splitting is never acceptable, as it is a violation of District policy, and may result in disciplinary action and/or restricted procurement ability. Whether you are purchasing 50 items or one item, if the total of that purchase is greater than the dollar threshold and the purchase is split into multiple transactions in order to complete the transaction, it is still considered bid-splitting.

Employee reimbursements shall not be used as a matter of convenience to replace what should be ordered on a purchase order. Further, a purchase order shall not be used in place of a competitively bid contract. If you are already anticipating that you will exceed the dollar threshold for a particular procurement, you must evaluate which procurement tool is appropriate and choose that tool rather than risk bid-splitting. For questions, please contact (310) 842-4220, ext.: 4357, or visit the website at:

[https://www.ccsd.org/apps/pages/index.jsp?uREC\\_ID=4390642&type=d&pREC\\_ID=2603346](https://www.ccsd.org/apps/pages/index.jsp?uREC_ID=4390642&type=d&pREC_ID=2603346)

## **Do's & Don'ts on Bid Splitting**

**DO recognize that according to the California Public Contract Code, “It shall be unlawful to split or separate into smaller work orders or projects any work, project, service, or purchase for the purpose of evading the provisions of this article requiring contracting after competitive bidding.”**

**DON'T issue multiple contract requests (or low-value Purchase Orders) for smaller sections of your total requirement to avoid going through the competitive process, or to avoid obtaining the required District or Board approvals.**

## **D.4. Anti-Kickbacks**

It is District policy that all employees act with integrity and good judgment and recognize that accepting personal gifts from vendors may cause favoritism. No employee of the District shall solicit or accept any personal favor, gift, gratuity or offer of entertainment directly or indirectly

from a vendor who is doing or seeking to do business with the District.

### **Do's & Don'ts Rebates, Premiums, Incentives, and Kickbacks**

**DO contact Procurement for advice if a vendor offers or suggests that you or your school accept something of value that is not part of the official offer.**

**DON'T accept any "kickback" from a vendor (personal favor, gift, gratuity or offer of entertainment). Don't accept premiums, rebates or incentives for your school or office, unless they are clearly defined in the offer.**

### **D.5. Incentives and Rebates**

It is District policy to not use incentives and rebates **for personal benefit**. In addition, it is District policy to negotiate either quantity or trade discounts in lieu of accepting incentives or entering into rebate agreements with suppliers for all methods of purchase. District employees are not to accept either incentives or offers for rebates from a supplier without the explicit advance approval of the Purchasing Department. If a vendor proposes incentives or rebate agreements, refer the vendor to Purchasing Department who will review the conditions of the offer to determine if:

1. it is reasonable;
2. more favorable prices are available from other vendors; and
3. either the rebate or incentive value can be applied toward the purchase price.

#### **D.5.a. Incentives**

Incentives are deliberate enticements offered by a vendor to encourage a purchase. Incentives are tangible non-monetary benefits to the recipient and include any value-added goods and services offered at no charge. Examples include:

- Extra goods or services
- Gifts
- Tickets to an event
- Free merchandise

Incentives are generally not accepted because it is inappropriate for a public institution to accept either property or a service that is difficult to identify as tangible and to the benefit to the District.

### **D.5.b. Rebates (DD-11)**

Rebates are offers from the supplier either to return part of the cost of the order to the purchaser or to provide additional consideration or compensation to encourage the purchase of goods and/or services. Examples are:

- Cash or credit based on total purchases
- Value-added goods or services offered at a substantially reduced price
- Checks to either the purchaser or the District

If a manufacturer rebate is offered on a purchase you make, District policy requires that the rebate check be made payable to Culver City Unified School District, and that the credit of the funds is returned to the same funding source as the expenditure. You must submit the rebate check to the Purchasing Department and indicate the funding line to which the rebate is to be credited. Failure to do so may result in an investigation and/or disciplinary action.

### **E. PLANNING AHEAD**

Planning ahead is the most important step. We recommend that you allow up to **thirty days** from submission of your purchase requisition to receipt of the purchase order. In addition, the dollar threshold of the acquisition will determine which purchasing method will need to be competed. If, for example, the procurement will need to undergo the competitive bid process, you should plan ahead to ensure timeliness and efficiency. Urgency of a purchase because of a lack of prior planning is not an acceptable reason to rush a purchase through. The competitive process can be lengthy depending on the complexity of the acquisition. Therefore, we recommend that you begin planning by utilizing the elements under B.1. below.

#### **A.1. Planning for your procurement (anything)**

When planning the acquisition approach, correctly determine the following:

- the need you are trying to address;
- existing options for meeting your need(s) and the inherent trade-offs;
- funding and estimated dollar value;
- type of procurement (goods, commodity, professional service, information technology, etc.);
- review and approval process;
- impact of existing District policies and procedures;
- method to acquiring goods, commodity and/or professional service;
- timeline;
- scope of work & evaluation criteria;
- specifications and updates; and
- management and back-up plan

##### **A.1.a. Analysis of the Need**

In planning for an acquisition, the first step is to validate the need you are trying to

address. Is it an isolated problem, or does it connect to a larger need, or issues, at other sites?

### **A.1.b. Research of Existing Options**

What research has been conducted to determine the various options to meet the procurement need?

### **A.1.c. Funding and Estimated Dollar Value**

In planning the acquisition elements, the first step is to identify the funding line and budget for the acquisition. Identifying a funding line and budget will assist in determining the ability to acquire the supplies, equipment, general and professional service. Moreover, you are required to know the accounting string to submit a requisition.

#### **Do's & Don'ts - Funding**

**DO ensure that the funding is in place or contact the Fiscal Department, which is located with Business Services, to confirm that the contract funding will be available to meet the payment obligations of the contract.**

**DON'T submit contract requests without sufficient funding - enough to cover the complete payment obligations of the contract (or for at least the first year of contract performance, in the case of a multi-year contract request). Processing of your contract request will be delayed until the Fiscal Department can confirm funding.**

#### **Initiating a Contract for Professional Services When Funds are Pending**

Often schools and offices receive grant award notification and are required to begin service prior to receipt of funds by the District. In such cases, you are still required to submit the necessary forms to the Purchasing Department to initiate the contract. In addition, you shall provide a copy of the grant award notification letter as evidence of funds availability and a confirmation from the Fiscal Department.

It is strongly recommended that grant recipients contact the Fiscal Department to ensure grant funds are placed in the appropriate account as soon as grant award notification is received. Fiscal can work with the grant recipient to establish a zero-budget line, if necessary, to allow funds to be encumbered for expenditure on grant-funded contract services as soon as possible. Zero-budget line(s) will allow you to pre-encumber grant money not yet received, but you will also need to discuss this with the Fiscal Department. Any other attempts to pre-encumber grant money greater than \$1 dollar will require a budget override to accept/pass the transaction. Please discuss this with the Fiscal Department.

## **Categorical Funds/Grants**

Purchasing can assist schools and offices in designing an organized approach in grant-related procurements. This approach may consist of reviewing all line items for equipment, materials, supplies and services in proposed budgets submitted as part of a grant application, and packaging them into an overall procurement solution that focuses on maximizing procurement process efficiencies while getting the best value with less (a volume-based approach). During this process, the Purchasing Department and the school/office will also be in compliance with the specific grant terms and conditions.

There are restrictions on the types of procurements that are permissible with categorical funds and grants. It is your responsibility to ensure that categorical funds or grant funds are used properly. Please contact Fiscal Team for guidance.

### **A.1.d. Type of Purchase**

Determining the type of purchase begins by identifying the major objective and/or purpose of the entire purchase. In doing so, ask yourself the following questions:

- What is the sole or main purpose of the purchase?
- Is it available in the District's Central Warehouse?
- Is it for supplies, equipment, general or professional services?

### **B. PROFESSIONAL SERVICES (Non-Facilities)**

Professional service contracts will be processed under the following conditions:

Professional service contracts can be used to engage qualified individuals or firms to provide temporary special services in areas such as financial, economic, accounting, engineering, architect, technical, design-build, legal, or administrative matters.

Professional service contracts may not be used to hire persons who should be classified as employees rather than as contractors under federal and State guidelines, or to perform work that could otherwise be assigned to certificated, classified, or unclassified District employees. It is against District policy to contract with District employees such as teachers, specialty teachers and / or instructors.

### **Do's & Don'ts - Outsourcing**

**DO read Education Code section 45103.1 (Senate Bill 1419, Alarcon). The Education code addresses the outsourcing of services currently or customarily performed by classified school employees.**

**DON'T submit a contract for services currently or customarily performed by classified school employees, unless ALL of the Ed Code 45103.1 criteria for doing so have been met, and you accompany your request with documentation showing that you have met all of these criteria.**

## CHAPTER 2 – THE BID PROCESS

### I. FORMAL BIDDING IS THE RULE, NOT THE EXCEPTION



Start from the following assumption: Everything must be formally bid. There are exceptions, and some products and non-construction services do not need to be competitively bid. But the starting point should be a bidding requirement, and then look for an exception or exclusion that allows the District to procure the product or service without bidding. This is the best practice to ensure appropriate and legal procurement of any product and non-construction service.

#### A. Bid Thresholds

##### 1. Same Threshold for Equipment, Materials, Supplies, and Non-Construction Services

Competitive bidding is required when the District is contracting for equipment, materials, supplies, or non-constructions in excess of the bid limit. (Pub. Contract Code, § 20111(a)(1).) In **2026**, the bid limit is **\$119,100** for equipment, materials, supplies, or non-construction services. This bid limit is revised in January of each year.

##### 2. No Bid Splitting

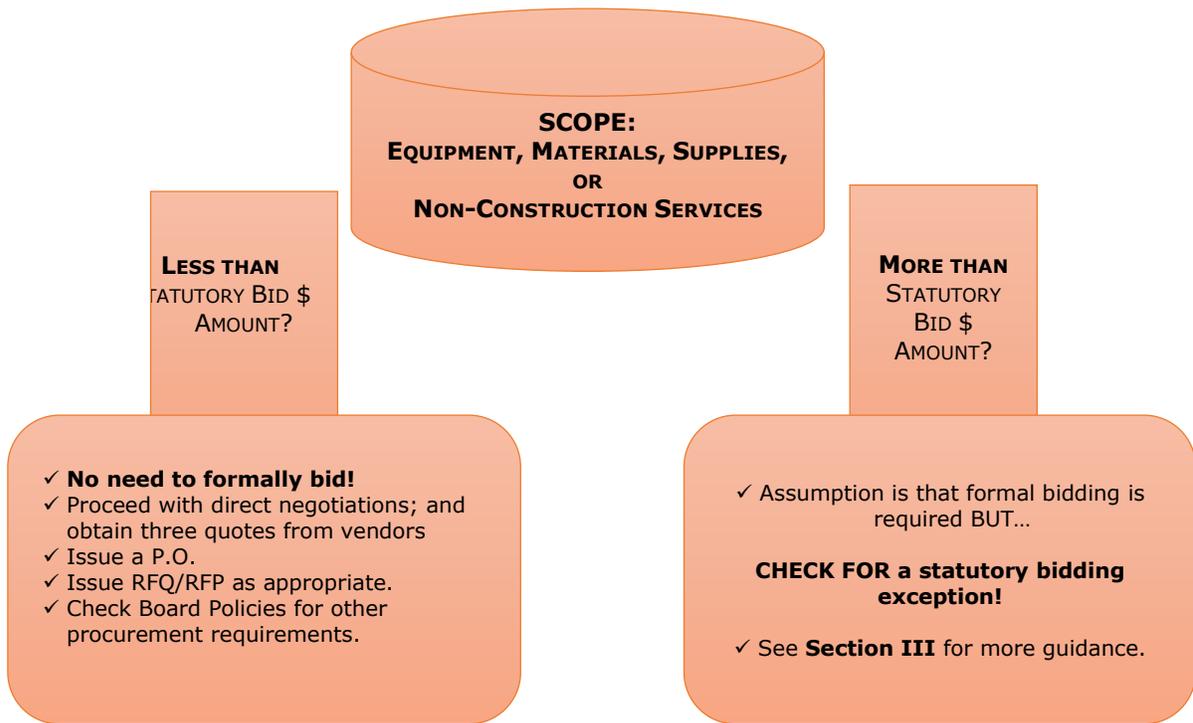
“It shall be unlawful to split or separate into smaller work orders or projects any work, project, service, or purchase for the purpose of evading the provisions of this article requiring contracting after competitive bidding.” (Pub. Contract Code, §20116.)



#### B. Check the Statutes for Any Bidding Exceptions

Before proceeding with the detailed formal bidding process (Section II.D, below), perform a check to see if any bidding exception may apply to your project, allowing you to bypass the formal bidding process for those projects over the statutory bid dollar threshold. The bidding exception **MUST BE** provided in statute, otherwise, your project must proceed with formal bidding.  
See next sheet for checklist...

# QUICK GUIDE PROCUREMENT CHECKLIST



## C. Formal Bidding Process

Formal public bidding requires compliance with statutory and common law requirements. The District must advertise for bids, provide bid documents to potential bidders, and award the contract to the lowest responsive, responsible bidder.

### 1. Advertise for Formal Bids

#### a. Statutory Requirements

- i. Per Public Contract Code section 22037, notices inviting formal bids must be published at least 14 calendar days before the date of opening the bids in a newspaper of general circulation, printed and published in the jurisdiction of the public agency. In addition, the Commission has determined that all public agencies that adopt and contract the California Uniform Public Construction Cost Accounting (CUPCCAA) Act shall be required to mail, email, or fax a notice to the following specified construction trade publications of all formal construction contracts being bid Description of work to be done or materials or supplies to be furnished. (Pub. Contract Code, § 20112.)
- ii. Time and place of bid opening. (Pub. Contract Code, § 20112.)
- iii. Mandatory pre-bid job-walk or meeting, if any. (Pub. Contract Code, § 6610.)

- iv. Substitution of securities. (Pub. Contract Code, § 22300.) [Most likely not using, but may be required if District requires bond.]
- v. Required contractor's license to perform the work. (Pub. Contract Code, § 3300(a).) [*Depends on scope for incidental installation or maintenance.*]
- vi. Prevailing wage requirements for public work projects of more than \$1,000. (Labor Code, § 1773.2.)
- vii. Labor Compliance Program, if any (Labor Code, § 1771.5), or state labor compliance, if applicable. (Labor Code, § 1771.4.)

**b. May include workers' compensation coverage, bid bond, if any.**

**2. Provide Full Set of the Bid Documents**

The District must provide all potential bidders with a full set of bid documents, including the contract documents describing the services and/or items the District is seeking. These should include:

**a. Instructions to Bidders**

Describes rules which apply to bids and bid opening, such as: bid security; bid evaluation; bid withdrawal; addenda; alternates; bonds; rejection of non-conforming bids; evidence of financial responsibility; price and quantity breakdown on unit price bids; applicable laws; contractor licensing requirements; bid protest deadline and procedure; and District's right to reject all bids.

**b. Documents Due with Bid Proposal Form**

The District must provide all potential bidders the documents that the bidder must turn in with its bid. The District then evaluates these documents for responsiveness and responsibility and determines which bidder submitted the lowest bid.

**c. Bid Proposal Form**

- i. Bid price and price for alternates.
- ii. Signature of authorized representative of bidder.
- iii. List of subcontractors performing work in excess of one half of one percent (1/2 of 1%) of work of contract if maintenance contract over \$15,000.
- iv. Acknowledgement of any addenda.

**d. Bid Bond on the District's Form or Other Security**

- i. Required by Public Contract Code section 20111(b)(4). A bid bond is not statutorily required for non-construction contracts but may be required at the Board's discretion.

- ii. Usually a bond equal to ten percent (10%) of the contract price. Must have notarial acknowledgement, power of attorney, and certificate of authority of signer.
- iii. Other acceptable forms of security are cash, a cashier's check or a certified check payable to the District.
- iv. District must verify surety is an admitted surety. Section 995.311 of the Code of Civil Procedure requires that "any bond required on a public works contract . . . shall be executed by an admitted surety insurer," and that the District can verify this by either "[p]rinting out information from the website of the Department of Insurance" or "[o]btaining a certificate from the county clerk."

**e. Documents Generally Due after Award**

The District must provide the potential bidders some of the documents that the successful bidder must turn in after award of the contract by the Board. The District should not let any successful bidder perform any work or supply any items until it has submitted all applicable documents.

**i. Executed Contract Agreement.**

Binds the bidder to perform for the price, sets the time of performance, identifies the liquidated damages, incorporates the contract documents, reaffirms Labor Code requirements, and stipulates to the substitution of securities, among others.

**ii. Insurance Certificates and Endorsements.**

It is important that the District receive the required endorsements as well as the certificates. These ensure that the amounts, limits, identity of additional insureds, and notification requirements are part of the insurance policy. The District's risk manager can provide information related to required limits and scopes of coverage for each project.

**iii. Worker's Compensation Certification, as required.**

**iv. Fingerprinting/Criminal Background Investigation Certification, as may be required for the project.**

**v. Any Technical Specifications.**

Watch for sole sourcing and "or equal" specification requirements. (Pub. Contract Code, § 3400(b).)

**D. Evaluating Bids**

**1. The Lowest Responsive, Responsible Bidder**

The District must award the contract to the bidder that submits the lowest responsive monetary bid and that is also responsible or reject all bids.

- a.** The notice to bidders must specify the method of selection.

- b. Options: (Pub. Contract Code, §§ 20103.8(a)-(d).)
  - i. Lowest base bid price only.
  - ii. Lowest price using the base bid and specified alternates.
  - iii. Lowest price using the base bid and alternates needed in a specified order to reach a publicly disclosed dollar amount.
  - iv. Lowest price determined in a way that would prevent the District from knowing the identity of bidders, including proposed subcontractors and supplies, until bidders have been ranked.

## 2. Determining a “Responsible Bidder”

- a. Determining if a bidder is “responsible” involves judgments as to whether the bidder has “demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform” the work of the contract. (Pub. Contract Code, § 1103.) It “is a complex matter dependent, often, on information received outside the bidding process requiring, in many cases, the application of subtle judgment.” (*Taylor Bus Service, Inc. v. San Diego Board of Education* (1987) 195 Cal.App.3d 1331, 1341-42.)
- b. Before finding a bidder non-responsible, the District must provide the rejected bidder due process. Before a contract may be awarded to one other than the lowest (or highest) bidder, the public body must (1) notify that bidder of any evidence reflecting upon the bidder’s responsibility received from others or adduced as a result of independent investigation, (2) afford the bidder an opportunity to rebut such adverse evidence, and (3) permit the bidder to present evidence of qualification. (See *City of Inglewood-L.A. County Civic Center Authority v. Super. Ct.* (1972) 7 Cal.3d 861, 871.)
- c. A bid investigation that goes outside the four corners of the bid is frequently an issue of non-responsibility rather than non-responsiveness. A determination of non-responsibility would entitle the contractor to due process. Factors to consider when determining whether a bidder is non-responsible or its bid is non-responsive are:
  - i. The complexity of the problem and the ensuing need for subtle administrative judgment.
  - ii. The need for information received outside the bidding process.
  - iii. Whether the problem is the sort that is susceptible to categorical hard and fast lines, or whether it is better handled on a “case-by-case” basis.
  - iv. The potential for adverse impact on the professional or business reputation of the bidder.
  - v. The potential that “innocent bidders” are subject to arbitrary or erroneous disqualification from public works contracting. (See *Great West Contractors, Inc. v. Irvine Unified School Dist.* (2010) 187 Cal.App.4th 1425, 1456-57, citing *D. H. Williams Construction, Inc., v. Clovis Unified School Dist.* (2007) 146 Cal.App.4th 757, 766.)

### 3. Responsiveness of a Bid

- a. This can be determined from the face of the bid. Examples include failure to provide licensing information, dollar amounts, or other information plainly called for by the bid documents. The bidder must be given notice of the defect in its bid.
- b. The District need not provide a contractor due process prior to making a finding that the bid is non-responsive.
- c. These matters can sometimes be waived if the omission or “irregularity” is not significant. For example, a bidder who neglects to sign the bid may still be awarded the contract if the signature appears in other places on the bid. The determination as to whether an error in a bid can be waived is governed by two sometimes inconsistent tests:
  - i. A defect in a bid cannot be waived if the defect would have given the bidder the right to withdraw its bid due to mistake. (*Valley Crest Landscape, Inc. v. City Council* (1996) 41 Cal.App.4th 1432, 1443.)
  - ii. A defect in a bid cannot be waived if the defect affects the amount of the bid by giving the bidder an advantage not enjoyed by other bidders. (*Ghilotti Construction Co. v. City of Richmond* (1996) 45 Cal.App.4th 897, 905-907.)

Waiver of a minor defect in a bid is up to the District’s discretion. (*MCM Construction, Inc. v. City and County of San Francisco* (1998) 66 Cal.App.4th 359, 374.) The District should be consistent in the exercise of this discretion.
- d. A public agency may not declare a bid nonresponsive merely because the bidder listed an unlicensed subcontractor. A subcontractor is not required to be licensed at the time it submits its sub-bid, but it must be licensed when it signs its subcontract with the prime contractor. If the subcontractor is not properly licensed by the time it must perform its work, the contractor has the right to substitute the subcontractor. (Pub. Contract Code, § 4107(a).) Therefore, the contractor’s bid may not be found nonresponsive based on a subcontractor’s lack of a license. (*D.H. Williams Construction, Inc. v. Clovis Unified School Dist.* (2007) 146 Cal.App.4th 757.)

### 4. Bid Protests

When a bidder believes that the District has made an incorrect determination as to the “lowest responsive, responsible bidder,” it may file a bid protest.

#### a. Bid protests should be investigated before award of the contract.

- i. The Instructions to Bidders should limit the time for filing protests.
- ii. The protest should be sent to the low bidder for a response, and that response should be provided to the protesting bidder for a counter-response.

#### b. A protesting bidder’s damages are limited to:

- i. Bid preparation expenses.
  - ii. Bid protest expenses.
  - iii. Unabsorbed overhead.
  - iv. Prejudgment interest.
- c. A protesting bidder cannot recover alleged lost profits.** (*Kajima/Ray Wilson v. L.A. County Metropolitan Transportation Authority* (2000) 23 Cal.4th 305, 315-321.)

See next sheet for **Reference Guide for Procurement Categories** to quickly identify the type of contract you seek, and the specific formal bidding requirements for that category in accordance with statutory parameters.

**[CONTINUES ON NEXT PAGE...]**

	TYPE OF CONTRACT	STATUTE	NOTES	FORM
<b>FORMAL BIDDING REQUIRED</b>	<b>FORMAL PUBLIC BIDDING</b>			
	<b><u>Non-Construction Services Over the Bid Limit, Including Maintenance</u></b>	Pub. Contract Code, § 20111(a)	<p>"The governing board of any school district . . . , shall let any contracts involving an expenditure of more than [the bid limit*] for . . . [services, except construction services," and repairs, including maintenance defined as "routine, recurring, and usual work for the preservation, protection, and keeping of any publicly owned or publicly operated facility," defined as a "plant, building, structure, ground facility, utility system, or real property." (Pub. Contract Code, § 20111(a).)</p> <p>Maintenance includes "carpentry, electrical, plumbing, glazing, and other craftwork." (Pub. Contract Code, § 20115).</p> <p>"The contract shall be let to the lowest responsible bidder who shall give security as the board requires" or reject all bids. (Pub. Contract Code, § 20111(a).)</p>	Front End Bid Documents
	<b><u>Equipment, Materials and Supplies Over the Bid Limit</u></b>	Pub. Contract Code, § 20111(a)	<p>"The governing board of any school district . . . , shall let any contracts involving an expenditure of more than [the bid limit*] for . . . [t]he purchase of equipment, materials, or supplies to be furnished, sold, or leased to the district." (Pub. Contract Code, § 20111(a).)</p> <p>"The contract shall be let to the lowest responsible bidder who shall give security as the board requires" or reject all bids. (Pub. Contract Code, § 20111(a).)</p>	Front End Bid Documents
	<b>1 of 3 LOWEST BIDDERS AFTER FORMAL PUBLIC BIDDING</b>			
	• <b><u>Electronic Data-Processing Systems and Supporting Software</u></b>	Pub. Contract Code, § 20118.1	<p>"The governing board of any school district may contract with an acceptable party who is one of the three lowest responsible bidders for the procurement or maintenance, or both, of electronic data-processing systems and supporting software in any manner the board deems appropriate." (Pub. Contract Code, § 20118.1.)</p> <p>[NOTE: <i>The District may also use an RFP to procure "technology" contracts.</i>]</p>	Front End Bid Documents
	<b>MOST QUALIFIED RESPONSIVE BIDS</b>			
	<b><u>Job Order Contracts for Maintenance</u></b>	Pub. Contract Code, §§ 20919.20 - 20919.33	<p>"'Job order contract' means a contract, awarded to a most qualified bidder as described in paragraph (1) of subdivision (b) of Section 20919.24, between the school district and a licensed, bonded, and general liability insured contractor in which the contractor agrees to a fixed period, fixed-unit price, and indefinite quantity contract that provides for the use of job orders for public works or maintenance projects." (Pub. Contract Code, § 20919.21.)</p>	Consult with Legal Counsel

**[END OF PROCUREMENT REFERENCE GUIDE FOR FORMAL BIDDING]**

## **II. KEY EXCEPTIONS TO FORMAL BIDDING**

### **A. Evaluating Your Procurement Options to Bypass Formal Bidding**

- 1.** If you are over the statutory bid dollar threshold but desire a more streamlined procurement process or require selection of the vendor using more flexible criteria than just the lowest price, see next sheet for the **Reference Guide for Procurement Categories** for a Table Summary of various contract types and their corresponding legal authority and recommended form of agreement.
- 2.** Search for the contract type/category you desire and proceed with the procurement process set forth in that statute.
- 3.** If the statute details the procurement procedure, timeline, and evaluation criteria, then you **MUST FOLLOW** those requirements to be legally compliant with the bidding exception procurement process.

**[CONTINUES ON NEXT PAGE...]**

	TYPE OF CONTRACT	STATUTE	NOTES	FORM
<b>NO BIDDING REQUIRED</b>	<b>DIRECTLY NEGOTIATE A CONTRACT</b>			
	• <b>Special Services: Financial, Economic, Accounting, Legal or Administrative Services</b>	Gov. Code, § 53060	School districts may contract without bidding for, "special services and advice in financial, economic, accounting, . . . legal, or administrative matters if such persons are specially trained and experienced and competent to perform the special services required." (Gov. Code, § 53060.)	Independent Consultant Agreement for Services
	<b>Insurance Services</b>	Pub. Contract Code, § 20111(d)	The District may also contract without bidding for professional services or advice, insurance services, or any other purchase or service otherwise exempt. (Pub. Contract Code, § 20111(d).)	Independent Consultant Agreement for Services
	<b>Waste Services</b>	Pub. Resources Code, § 40059(a)(2)	A school district may procure its own solid waste handling services and the district can decide, "[w]hether the services are to be provided by means of nonexclusive franchise, contract, license, permit, or otherwise, either with or without competitive bidding." (Pub. Resources Code, § 40059(a)(2).)	Independent Consultant Agreement for Services
	• <b>Non-Construction Services up to the Bid Limit</b>	Pub. Contract Code, § 20111(a)	School Districts must only publicly bid contracts that exceed a specific dollar amount. Contracts under those bid limits need not be bid, but the District must follow Board policies and administrative regulations.	Independent Consultant Agreement for Services
	• <b>Equipment, Materials, or Supplies up to the Bid Limit</b>	Pub. Contract Code, § 20111(a)	School Districts must only publicly bid contracts that exceed a specific dollar amount. Contracts under those bid limits need not be bid, but the District must follow Board policies and administrative regulations. All equipment purchases under the bid limit, but over \$500 dollars, still need to have 3 quotes and require a stand-alone purchase req.	Purchase Agreement for Equipment, Materials, and Supplies
	<b>Educational Materials</b>	Pub. Contract Code, § 20118.3	"Any school district may purchase supplementary textbooks, library books, educational films, audiovisual materials, test materials, workbooks, instructional computer software packages, or periodicals . . . without taking estimates or advertising for bids." (Pub. Contract Code, § 20118.3.)	Purchase Agreement for Equipment, Materials, and Supplies
	• <b>Energy Conservation, Cogeneration and Alternate Energy Supply Sources</b>	Gov. Code, § 4217.10 et seq.	"Prior to awarding or entering into an [energy service contract], the public agency <u>may</u> request proposals from qualified persons. After evaluating the proposals, the public agency <u>may</u> award the contract on the basis of the experience of the contractor, the type of technology employed by the contractor, the cost to the local agency, and any other relevant considerations." (Gov. Code, § 4217.16, emphases added.)  The District need not formally or informally bid an energy service contract, although it may. The District's Board must make specific findings prior to approving an energy efficiency contract.	Consult with Legal Counsel

**[CONTINUES ON NEXT PAGE...]**

	TYPE OF CONTRACT	STATUTE	NOTES	FORM
<b>NO BIDDING REQUIRED</b>	<b>BIDDING BY ANOTHER PUBLIC ENTITY</b>			
	<b>Piggyback Contracts for Equipment, Materials, Supplies, Vehicles, Personal Property (Cannot Piggyback for Services)</b>	Pub. Contract Code, § 20118	<p>"[T]he governing board of any school district, without advertising for bids, if the board has determined it to be in the best interests of the district, may authorize by contract, lease, requisition, or purchase order, any public corporation or agency, including any county, city, town, or district, <u>to lease data-processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property</u> for the district in the manner in which the public corporation or agency is authorized by law to make the leases or purchases from a vendor. . . ." (Pub. Contract Code, § 20118, emphases added.)</p> <p>The District cannot piggyback for <u>services</u>.</p> <p><i>Caution: Developing legal issues with modular construction on permanent foundation—check with legal counsel for latest information.</i></p>	Consult with Legal Counsel
	<b>Goods, Information Technology, and Services Pursuant to a California Multiple Award Schedule (CMAS) Contract</b>	Pub. Contract Code, §§ 10298 & 10299	<p>"The [DGS] may make the services of the department available, upon the terms and conditions agreed to, to any . . . district empowered to expend public funds for the acquisition of goods, information technology, or services for assisting the agency in acquisitions conducted pursuant to [this section]." (Pub. Contract Code, § 10298(b).)</p> <p>Section 10299 has similar provisions specifically for school districts' "acquisition of information technology, goods, and services."</p>	Consult with Legal Counsel
<b>Joint Exercise of Powers Act</b>	Gov. Code, § 500 et seq.	Public agencies, including cities, counties, school districts, the federal government, and public agencies outside of the State, may enter into joint powers agreements to exercise powers common to them, including the power to procure equipment, materials, and supplies (Gov. Code, § 6500 et seq.)	Consult with Legal Counsel	

**[CONTINUES ON NEXT PAGE...]**

	TYPE OF CONTRACT	STATUTE	NOTES	FORM
<b>NO BIDDING REQUIRED</b>	<b>"RFP" and/or "RFQ" PROCESS</b>			
	<b>Computers, Software, Telecommunications Equipment, Microwave Equipment, and Other Related Electronic Equipment and Apparatus</b>	Pub. Contract Code, § 20118.2	After making a finding that it is in the best interest of the District, it may procure these items through an RFP process and should consider, in addition to price, the following in the award of those contracts: vendor financing, performance reliability, standardization, life-cycle costs, delivery timetables, support logistics, competing products and materials available, fitness of purchase, manufacturer's warranties, and other similar factors. (Pub. Contract Code, § 20118.2.)	RFP and Agreement
	<b>Perishables/Food and Food Services Contracts</b>	Pub. Contract Code, § 20111(c)	"Procurement bid solicitations and awards made by a school district approved to operate at least one federal nonprofit child nutrition program for purchases in support of those programs shall be consistent with the federal procurement standards in Sections 200.318 to 200.326, inclusive, of Part 200 of Title 2 of the Code of Federal Regulations. These awards shall be let to the most responsive and responsible party. The price shall be the primary consideration, but not the only determining factor." (Pub. Contract Code, § 20111(c).)	RFP and Agreement
	<b>Food Service Management Company Contracts</b>	7 CFR, sections 210.19[a][5] and 220.16[c][1])	The California Department of Education ("CDE") has determined that to comply with federal regulations (7 C.F.R. §§ 210.16, 210.21, and 3016, et seq.), school districts may use the RFP process to award the contract to the lowest bidder who best meets the District's needs and stated objective.  The District must submit all bid documents to the CDE PRU for approval prior to issuance (7 CFR, sections 210.19[a][5] and 220.16[c][1]).	RFP and Agreement

**[END OF PROCUREMENT REFERENCE GUIDE FOR FORMAL BIDDING EXCEPTIONS]**

## **B. Purchase Order Guidelines & Statutory Exceptions for Equipment, Materials, and Supplies**

### **1. Equipment, Materials, or Supplies Below the Bid Limit**

The District must still comply with Board policies regarding procurement *under* the bid limit. These policies include, but are not limited to, the following:

#### **a. Purchase Order Guidelines**

Please use ALL CAPS when creating a purchase requisition, AKA an XREQ. Please note that a minimum of three quotes should always be obtained in conjunction with the purchase of equipment, materials and/or supplies. Please remember to provide as much detail as possible and to attach all related documentation to the Header section of the XREQ, when submitting the XREQ.

#### **b. Open Purchase Order Guidelines**

You may only submit an open purchase order request for items that would be routinely purchased in the ordinary course of business, such as instructional materials, office supplies and custodial supplies. All other purchase requests should be executed with a stand-alone XREQ, per the rules outlined above. Additionally, the following items are ineligible to be purchased with an open purchase order: snack food items, personal items, such as articles of clothing, anything that could pose a hazard in the classroom, i.e. Exacto knives, and all equipment and furniture purchases over \$500 dollars.

#### **c. ASB, Booster Club, PTA-related Purchase Order Guidelines**

All ASB, Yearbook Club, Booster Club, PTA-related purchase requests should be executed with a stand-alone XREQ, per the rules outlined above. No open PO's will be allowed for such purchases. In addition, written authorization, along with a copy of the specific "meeting minutes," should be attached to each XREQ that is submitted, along with all other related documentation.

### **2. Educational Materials**

"Any school district may purchase supplementary textbooks, library books, educational films, audiovisual materials, test materials, workbooks, instructional computer software packages, or periodicals . . . without taking estimates or advertising for bids." (Pub. Contract Code, § 20118.3.)

### **3. Information & Technology Equipment**

#### **a. Electronic Data Processing Systems and Supporting Software**

Formal bidding is required for these contracts, but the District may contract with one of the three lowest responsive bids from responsible bidders and then may enter into a contract "in any manner the board deems appropriate," if the Notice to Bidders informs bidders that the District is using this process. (Pub. Contract Code, § 20118.1.)



## **b. Software Renewal Purchase Order Guidelines**

When considering the renewal of an existing software program and/or platform for the upcoming school year, please request the data usage from the vendor and attach this to the Header of the XREQ, along with a copy of the quote.

## **c. Computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus**

All technology-related hardware and equipment purchases need to be pre-approved by the Director of Technology, and a minimum of three quotes obtained, prior to the submission of any XREQ. If the order is approved, please instruct the vendor to ship the items to the attention of the Director of Technology.

Section 20118.2 of the Public Contract Code authorizes school districts to procure technology-related contracts over the bid threshold using a competitive negotiation process instead of formal bidding. After making the initial finding that the District's desired contract qualifies within the parameters of the statute, the District may procure these items through a competitive negotiation process (typically an RFP) and should consider, in addition to price, the following in the award of those contracts: vendor financing, performance reliability, standardization, life-cycle costs, delivery timetables, support logistics, competing products and materials available, fitness of purchase, manufacturer's warranties, and other similar factors. (Pub. Contract Code, § 20118.2.) The statute requires specific findings if the District only receives one response to its RFP or if the District decides to award the contract to a vendor whose proposal was not the lowest price. Always confirm the requirements of this statute at each step because this statute is detailed in how these types of technology contracts must be procured and awarded.

Note that this bidding exception does not apply to contracts for construction or for the procurement of any product that is available in substantial quantities to the general public.

This procurement method is permitted for procurement of both equipment and non-construction services over the bid limit. Specifically, technology-related equipment, software, material, and supplies, and for technology-related consulting, maintenance, and non-construction installation services. If the installation requires a contractor's license or otherwise clearly includes a public works component, then this statutory bidding exception SHALL NOT be used for that portion. The District will need to segregate the scope of work which may proceed under Section 20118.2, and the scope of work which must proceed under the appropriate public works procurement methodology (i.e., informal bidding or bidding).

## **4. "Piggybacking" for Personal Property**

"[T]he governing board of any school district, without advertising for bids, if the board has determined it to be in the best interests of the district, may authorize by contract, lease, requisition, or purchase order, any public corporation or agency, including any county, city, town, or district, to lease data-processing equipment,

purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner in which the public corporation or agency is authorized by law to make the leases or purchases from a vendor. . . .” (Pub. Contract Code, § 20118, emphases added.) This procurement approach is typically referred to as “piggybacking,” since the District is able to make use the bid of another agency.

The District may not piggyback for services.



**NOTE:** *The Office of Public School Construction issued a notice that any contracts for modular construction on a permanent foundation signed after January 25, 2006, must be competitively bid. School Facility Program funding for projects with piggyback contracts signed after January 25, 2006, will be jeopardized. Modular construction refers to a facility comprised of multiple pre-manufactured building components, such as separate wall and floor systems, that are transported to a site where all components are installed on a permanent foundation. This does not apply to portable or relocatable classrooms, which typically are factory-built as two complete building modules that are connected on-site and placed on a temporary foundation. This is a developing area—check with legal counsel to ensure up-to-date information.*

If the District is utilizing a piggyback contract, the District should ensure the following:

- i. that the item being acquired is the same item indicated in the original bid;
- ii. that the same terms and conditions apply as set forth in the original bid;
- iii. that the original bid is still valid; and
- iv. that the original bid includes a provision allowing piggybacking.

The District should obtain a complete set of the original bid documents and a copy of the resolution approving the original contract, as well as any term extensions, if applicable.

If the piggyback bid is for relocatable buildings, the original bid documents probably require the vendor to post performance and payment bonds and to obtain insurance. The District should obtain bonds listing the district as beneficiary and an insurance policy endorsement naming the District as an additional insured.

The District and vendor should either execute a copy of the agreement included in the original bid documents or include language on a purchase order that incorporates the original bid documents.

If the item will be lease financed, all these documents must be forwarded to legal counsel so that legal counsel can review them prior to giving an opinion of counsel. See section, below, regarding lease financing.

## **5. Multiple Award Contracts / State-Based Contracts**

### **a. California Multiple Award Schedule (“CMAS”) for goods, information technology, and services.**

The Department of General Services (“DGS”) has made certain “multiple award” contracts available to other public agencies, including school districts, for the acquisition of goods, information technology, or services. DGS competitively bid these contracts and has made them available to school districts through Public Contract Code sections 10298, 10299, and 12109. CMAS contracts must adhere to the most up-to-date specific form of CMAS contract with the vendor of the product or service. The District should obtain a copy of the complete CMAS contract, enter into its own contract with the vendor, and independently verify that the price is competitive. The District may negotiate a lower price than the CMAS price. Further information is available on the CMAS website. (<https://www.dgsapps.dgs.ca.gov/PD/CMASSearch/>)

**b. CALNET 2/ CALNET 3**

CALNET 2/CALNET 3 are other State programs for the procurement of specific voice, data, video, and internet services. They are presented by the Office of Technology Services Statewide Telecommunications and Network Division (STND) of the State Department of Technology. These programs can be used by the District to procure telecommunications services and equipment. CALNET (contracted by DGS) expired on December 3, 2008, and the State transitioned to CALNET 2 with contracts with AT&T and Verizon Business. CALNET 3 provides a comprehensive array of telecommunications and network services to State and non-state, government entities. Services are provided through multiple, competitively priced, vendor contracts--including AT&T, CenturyLink, Integra, Jive, NWN, and Verizon. (<https://cdt.ca.gov/services/calnet/>)

**6. Joint Powers Authority (“JPA”) Contracts**

JPA contracts are authorized under California’s Joint Exercise of Powers Act (Gov. Code, § 6500 et seq.). Two or more public agencies by agreement may jointly exercise any common power. (Gov. Code, § 6502.) This allows public agencies to share resources and combine services, which can create efficiencies and cost savings. The key limitation is that “the powers that may be exercised by a joint powers agency can be no greater than the powers shared by each of the agency’s constituent members.” (*Robings v. Santa Monica Mountains Conservancy* (2010) 188 Cal.App.4th 952, 962.)

Notably, “public agency” in this context is broadly defined to include, without limitation, federal and any state agencies and departments, counties, cities, public corporations, districts, and so on. (Gov. Code, § 6500.) This means the District is not limited geographically or by type of government entity in searching for JPA contracts for cooperative purchasing opportunities.

- a.** Essential conditions for using JPA contracts for purchasing include:
  - i.** The District must join the JPA before it can utilize the JPA contract. Note: This requires Board action to approve joining the JPA.

- ii. The JPA contract procured by the other public agency must satisfy all legal requirements applicable to that public agency. Note: This may need a legal opinion.
- iii. The District's purchase of goods and services must be in accordance with and allowed under the JPA contract. Note: This involves close review of the JPA contract terms and pricing.

**b. Commonly known JPAs include:**

- i. OMNIA Partners (U.S. Communities and National IPA)
- ii. NASPO ValuePoint Cooperative Purchasing Organization (formerly, Western States Contracting Alliance-NASPO)
- iii. Sourcewell (formerly, National Joint Powers Alliance (NJPA))

**7. "Sole Source" Contract**

**a.** Sole source is a non-competitive purchase or procurement process accomplished with only one source, thus limiting full and open competition. The Board of Education and Procurement Services Division policies limit the use of the single source and/or sole source purchases. Every effort must be taken by schools and offices to solicit competition when procuring for goods and services. Schools must obtain prior approval from the Region Superintendent of their Region on the applicable justification memorandum to submit a Sole Source contract request. Offices must obtain prior Senior Staff approval on the applicable justification memorandum to submit a Sole Source contract request.

**b.** In cases where the Purchasing D and the school/office agree via justification that an article of a specified brand or trade name is the only article that will properly meet the needs of the District, competition is exempt. Specifications for commodities, goods or services may designate a product by brand or trade name when one or more of the following conditions apply:

- The product is designated to match others in use on a particular District improvement that has been completed or is in the course of completion.
- One product has a unique application required to be used in the District's interest.
- Only one brand or trade name is known (for example, patented technology).
- Upon resolution of the Board, the Board makes a finding that the item sought is the subject of a field test to determine its suitability for future use.

(Public Contract Code §3400)

**c. Difference between Sole Source and Single Source**

What is Sole Source?	Specific products or services available from one and only one source, also called sole source, sole provider, sole supplier, sole vendor, or sole distributor. The product or service must be so unique and innovative to reasonably conclude that, if the requirement were to be openly competed, the requirement could be satisfied by one and only one source.
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**d. Sole Source Evaluation Factors**

Sole source solicitation constitutes a violation unless it is justified by one of the seven circumstances listed below:

1. Only one responsible source and no other supplies or services will satisfy agency requirements;

Must also meet the following sub-requirements:

- a. uniqueness, i.e. the item is only available from one single supplier (one-of-a-kind, parts maintenance, compatibility, standard compliance, patent, trade secret, copyright); or
- b. immediacy, i.e. delivery date or delays resulting from competitive solicitation are not acceptable; or
- c. emergency, i.e. delays resulting from other methods of solicitation are not bearable; or
- d. legitimacy, i.e. specific contexts (geographic, contractual, political, legal, military, security, etc.) may allow such a non-competition of sources; or
- e. inadequacy, i.e. all sources are qualified as inadequate (compatibility, compliance, price, quality, service, support, etc.); or
- f. exigency, i.e. any other specific reason dictating the choice of a given provider.

2. Unusual and compelling urgency;
3. Industrial mobilization; engineering, developmental, or research capability; or expert services;
4. International agreement;
5. Authorized or required by statute or grant;
6. National security; and
7. Public interest.

**e. Inappropriate Sole Source Justification**

Sole sourcing is not appropriately justified when used as a method of selecting a preferred vendor. Past performance alone is not an acceptable sole source justification. Notwithstanding the fact that they could be voided by potential sole source solicitation protests, purchases of this kind, when put under scrutiny, will surely attract auditors' interest in their quest for details suggesting a bit of favoritism, partiality, and other bias.

**f. Single Source**

In cases where the Purchasing Department and the school/office agree via justification that only a single vendor will properly meet the needs of the District, competition is exempt. Schools must obtain prior approval from their Region Superintendent on the applicable justification memorandum to submit a Single Source contract request. Offices must obtain prior Senior Staff approval on the applicable justification memorandum to submit a Single Source contract request. The Board of Education and Procurement Services Division policies limit the use of the single source and/or sole source purchases. Every effort must be taken by schools and offices to solicit competition when procuring for goods and services.

Single source procurement is one in which multiple sources are available, but the item(s) or service must be purchased from a specific vendor for a specific reason. Such reasons would include, but are not limited to:

- Service issue;
- Location;
- Availability;
- Capacity;
- District or school emergency; and/or
- State or grant mandated provider

**g. Justification**

The following questions must be answered and must be provided to the Purchasing Department by you (school/office):

**h. Why is this necessary?**

Explain why this service is required.

**i. Why is this firm selected?**

Do we have prior experience with the vendor that this procurement will build upon? Is the service to be provided unique or proprietary in nature? Please include whether the firm is a small business and/or its employees belong to a union. If grant-named vendor, indicate.

**j. Explain why this contract could not be competitively bid.**

Describe why this contract request could not undergo the normal competitive bid process required by the Board.

**k. How was a fair price established?**

Provide details and supporting documentation about the firm's competitors and pricing; how this is a best value for the District.

**l. What would happen if this were not approved?**

Clarify ramifications of taking action versus not taking actions; including delay for competitive procurement.

**m.** What are the terms of the proposed agreement?

Identify terms of any proposed agreement, including the funding sources. Identify any savings over the previous year, “green” initiatives.

**C. For Non-Construction Services**

**1. Services Below the Bid Limit.**

In **2026**, the bid limit is **\$119,100** for non-construction services. (Pub. Contract Code, § 20111(a).) This threshold will be adjusted and released by the School Fiscal Services Division of the California Department of Education.

See **Exhibit A: Form of Culver City USD - Consultant & Professional Services Agreement (2024)(4258642.1)**, for a proposed form of agreement which can be tailored for certain services. However, see **Exhibit B: Form of Culver City USD - Technology Services Contract**, for technology service-type contracts which meet the statutory parameters as provided in the document. Confirm the appropriate legal authority and form of contract with Cabinet and / or the CBO.

We have also prepared **Exhibit C: Form of Culver City USD - Short Term Site Services Agreement (2024)(4258635.1) (Short-Term Visitors Only)**. This agreement may be used for vendors providing one-day, on-site services, such as a “Mad Science” assembly for students. This agreement assumes that such vendors will always be supervised by District staff when they are with students. For larger scopes of services from vendors, we recommend using one of the other sample agreements with more protections for the District.

**2. Special Services**

School districts may contract without bidding for “special services and advice in financial, economic, accounting, . . . legal, or administrative matters if such persons are specially trained and experienced and competent to perform the special services required.” (Gov. Code, § 53060, emphasis added.) Also, Public Contract Code section 20111(d) exempts from the public bidding requirement “professional services or advice, insurance services, or any other purchase or service otherwise exempt from this section.” (Emphasis added.)

**a.** The test for whether services are special services depends on three factors:

- i. *“The nature of the services”* – are the services within or similar to the categories listed in Gov. Code § 53060?
  - Yes – move to factor 2.
  - No – may not qualify as a special service.
- ii. *“The necessary qualifications required of a person furnishing the services”* – do the services require professional, experienced, and/or specially trained personnel?

- Yes – move to factor 3.
  - No – may not qualify as a special service.
- iii. “The availability of the service from public sources” – is the service unavailable to the District from its own employees, the State, County, or other public source?
- Yes – may qualify as a special service.
  - No – may not qualify as a special service.
- b. Ultimately, this requires a fact-specific and case-by-case analysis. Always consider the above factors in light of the specific service need at the particular time.

There are only a couple of examples determined by a court to qualify as a special service which may be used as a guideline for your evaluation:

- School district could contract with firm for diversity and anti-bias training tailored to the specific district community. (See *Fair Education Santa Barbara v. Santa Barbara Unified School Dist.* (2021) 72 Cal.App.5th 884.)
- Community college district could contract with Barnes & Noble to operate campus bookstores as a special service. (See *Service Employees Internat. Union v. Board of Trustees* (1996) 47 Cal.App.4th 1661, 1673).
- School district could contract with private firm for research and development work as a special service. (See *California Sch. Employees Assn. v. Sunnyvale Elementary Sch. Dist.* (1973) 36 Cal.App.3d 46, 60.)

Once you have determined that the service is a special service, see **Exhibit A: Form of Culver City USD - Consultant & Professional Services Agreement (2024)(4258642.1)**, for a proposed form of agreement which can be tailored for certain services. Confirm the appropriate legal authority and form of contract with Cabinet and / or the CBO.

### 3. Energy Efficiency/Energy Services Contracts



For energy services contracts, District may negotiate directly with contractor without formal bidding or may use RFP process under specified provisions of the Government Code. (Gov. Code, § 4217.10 et seq.)

The District may award a contract on the basis of the contractor’s experience, type of technology employed by contractor, cost to district and any other relevant considerations (Gov. Code, § 4217.16.). The statute requires a public hearing prior to Board approval of a contract. Further, at least two weeks prior to the public hearing at a regularly scheduled board meeting, post notice re consideration of energy services contract and related facilities ground lease, if any. (Gov. Code, §§ 4217.12 and/or 4217.13)

There are three general types of contract structures which may be used to implement the District's energy efficiency/energy services contracts. Work with the Director of Procurement, counsel, and the appropriate construction department staff to ensure the appropriate approach for the project.

- Energy Service Contract: A contract whereby an entity will provide energy or conservation services to district from energy conservation facility.
  - District may use for construction services without bidding.
  - District may use design-build project delivery method without dollar threshold or RFQ/RFP.
  - District may own energy conservation facility or equipment energy from 3rd party owner of energy conservation facility (i.e., Power Purchase Agreement).
- Facility Ground Lease: A lease from district to an entity in conjunction with an energy service contract and/or a facility financing contract.
  - May include easements, rights-of-way, licenses, and rights of access for construction, use, or ownership by entity
- Facility Financing Contract: A contract whereby an entity provides financing for energy conservation facility in exchange for repayment of financing/costs.
  - May provide for installment sale purchase, another form of purchase, or amortized lease of energy conservation facility.



#### **4. Waste / Recycling Services Contract**

The District may contract with a “solid waste enterprise” for waste handling services pursuant to the California Integrated Waste Management Act of 1989. (Pub. Resources Code, § 40050, et seq., the “Act”.) Section 40193 of the Act defines a solid waste enterprise as an entity “which is regularly engaged in the business of providing solid waste handling services.” Section 40059(a)(2) of the Act states that the District can determine “[w]hether the services are to be provided by means of nonexclusive franchise, contract, license, permit, or otherwise, either with or without competitive bidding.”

**[END OF SECTION]**

### **III. ENTERING INTO THE CONTRACT**



#### **A. Important Restrictions on Contracting**

##### **1. Authority to Enter into Contracts**

The only entity with the authority to bind a California school district contractually is Culver City Unified School District’s (“District”) Board of Education (“Board”). (Ed. Code, § 35010 [“Every school district shall be under the control of a board of school trustees or a board of education.”].) This “control” includes the power to “carry on any . . . activity . . . which is not in conflict with or inconsistent with . . . any law and which is not in conflict with the purposes for which school districts are established.” (Ed. Code, § 35160.) Entering into a contract is an activity that the District’s Board may perform.

##### **The Board Approval Process**

- i. The Board must approve or ratify all contracts.
- ii. Agenda items and backup must be submitted by the District’s scheduled deadline. The backup includes the contract unless the Assistant Superintendent Business Services approves an alternative.
- iii. If findings are needed, a form of resolution must be provided to the Board. Noncontroversial items can be on the consent calendar.

##### **b. Delegable Authority**

The Board’s authority to contract may, “by a majority vote of the board be delegated to its district superintendent, or to any persons that he or she may designate. . . . The delegation of power may be limited as to time, money or subject matter or may be a blanket authorization in advance of its exercise, all as the governing board may direct.” (Ed. Code, § 17604.)

However, notwithstanding any such delegation, approval or ratification by the board is still required:

“[N]o contract made pursuant to the delegation and authorization shall be valid or constitute an enforceable obligation against the district unless and until the same shall have been approved or ratified by the governing board, the approval or ratification to be evidenced by a motion of the board duly passed and adopted.” (Ed. Code, § 17604, emphases added.)

##### **c. Delegable Authority for Purchases Under the Bid Limit**

If the authority that the Board delegates to District staff is under the bid limit of Public Contract Code section 20111, the Board need not approve or ratify the contract. Education Code section 17605 instead requires that, “All transactions entered into by the officer or employee shall be reviewed by the governing board every 60 days.” (Ed. Code, § 17605, emphasis added.)

**d. Malfeasance**

Both sections 17604 and 17605 state that, in the event of malfeasance in these transactions, the officer or employee with the authority to contract shall be personally liable for any and all moneys of the district paid out as a result of the malfeasance.

**2. Contract Duration**

**a. Equipment, Materials, Supplies**

Equipment contracts may not exceed five years; materials and supplies contracts may not exceed three years. (Ed. Code, § 17596.)

**b. Non-Construction Services**

Contracts for services may not exceed a term of five years. (Ed. Code, § 17596.)

**3. Special Issues for Services Contracts**

**a. “Contracting Out” Issues**

Although the Education Code generally allows the “contracting out” of work, collective bargaining obligations may affect the District’s ability to contract out. For work performed by classified employees, contracting out to save money is only permissible if specific criteria set forth in Education Code section 45103.1 are met.

**b. Determination of Independent Contractor Status**

Prior to entering into any contract with an independent contractor, the District must make a determination that the work to be performed is not work that should be performed by a District employee.

**IRS Factors**

The IRS may penalize and fine the District if the District classifies an individual as an independent contractor when the individual is doing work that should be done by and as a District employee. The IRS makes this determination after a detailed analysis of factors related to the District’s right to direct or control how the worker does the work, the District’s right to direct or control the business part of the work, and how the District and the worker perceive their relationship.

See next sheet for **Independent Contractor Checklist** which includes guidelines and an evaluation checklist.

**INDEPENDENT CONTRACTOR CHECKLIST**

Guidelines for the Hiring of Independent Contractors

The District must comply with Internal Revenue Service (IRS) regulations in its role as an employer. Failure to do so can result in the assessment of additional taxes and penalties for the District. Therefore, it is important to determine whether someone is an employee or an

independent contractor.

## **I. What is an Independent Contractor?**

An independent contractor is not an employee and is not under the control of the District. In general, an independent contractor is an individual with a specific skill or technical knowledge hired by means of a written agreement to do a particular job for a designated period of time.

A District employee should not be employed as an independent contractor. The IRS scrutinizes the returns of individuals who receive both a W-2 Form and a 1099 Form in the same calendar year from one employer. If a District employee is hired to perform a service outside the scope of their normal duties, he/she must be paid through the payroll process.

## **II. Determination of Employee vs. Independent Contractor Status**

The following guidelines can assist you in determining whether to pay an individual as an independent contractor or as an employee of the District.

### Independent Contractor Checklist (attached)

Complete this checklist to help determine if an individual is eligible as an independent contractor or is to be paid as an employee. If further clarification is required, the EDD Employment Determination Guide is an excellent resource to help determine independent contractor status.

### EDD Employment Determination Guide

The worksheet is provided by the Employment Development Department, State of California to help determine whether a worker is most likely an employee or an independent contractor. Generally speaking, whether a worker is an employee or an independent contractor depends on the application of factors contained in the California common law of employment and statutory provisions of the California Unemployment Insurance Code. The EDD Employment Determination Guide can be accessed at [https://edd.ca.gov/pdf\\_pub\\_ctr/de38.pdf](https://edd.ca.gov/pdf_pub_ctr/de38.pdf).

### IRS Common Law Rules

The Internal Revenue Service has established the Common Law Rule to help determine the degree of control and the degree of independence in a worker/employer relationship. The penalties for misclassification under tax laws can be severe and, in some cases, may create liability for the District.

Generally, for tax purposes, the key question is the degree of control the employer can exercise over the worker. Further information on the IRS Common Law Rules can be found in IRS Publication 15A under forms and publications at <http://www.irs.gov/pub/irs-pdf/p15a.pdf>.

[CONTINUES ON NEXT PAGE...]

**INDEPENDENT CONTRACTOR EVALUATION CHECKLIST**

Date: \_\_\_\_\_

Legal Entity Name of Contractor:

\_\_\_\_\_

The purpose of this checklist is to assist in the determination of employee or independent contractor status per AB5. Federal and State law places the burden of proof on the employer to show that an independent contractor exists.

<b>Questions for ABC Test:</b> Under the ABC test, a worker is considered an employee and not an independent contractor, unless the hiring entity satisfies all three of the following conditions:	YES	NO
A. Is the worker free from the control and direction of the District in connection with the performance of the work, both under the contract for the performance of the work and in fact?	<input type="checkbox"/>	<input type="checkbox"/>
B. Is the worker performing work that is outside the usual course of the District’s business?	<input type="checkbox"/>	<input type="checkbox"/>
C. Is the worker customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed?	<input type="checkbox"/>	<input type="checkbox"/>

<b>Borello Factors Test</b> (For occupations exempt from the ABC Test under Labor Code 2750.3):	YES	NO
1. Is the worker an employee of the District or has he/she been employed by the District within the past twelve (12) months?	<input type="checkbox"/>	<input type="checkbox"/>
2. Does the worker perform the same type of work that is generally performed by regular employees?	<input type="checkbox"/>	<input type="checkbox"/>
3. Does the District determine the means and methods by which the results are accomplished?	<input type="checkbox"/>	<input type="checkbox"/>
4. Does the District provide supplies, equipment, software, and/or tools necessary to perform the services?	<input type="checkbox"/>	<input type="checkbox"/>
5. Will the District provide training, supervision, or instruction other than conveying the scope of the service or resulted desired?	<input type="checkbox"/>	<input type="checkbox"/>
6. Does the District establish the worker’s work schedule?	<input type="checkbox"/>	<input type="checkbox"/>
7. Is the worker required to perform services on the District property on a regular and continuing basis?	<input type="checkbox"/>	<input type="checkbox"/>
8. Can the worker be terminated by the District or quit work at any time without incurring liability?	<input type="checkbox"/>	<input type="checkbox"/>

Completed by: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

If one or more responses to the above questions are “YES,” the worker may be considered an employee under IRS guidelines. Please provide support for independent contractor status on all “YES” answers for Borello Test:

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By signing below, I certify, to the best of my knowledge, that the information provided is correct and that the information contained in the Independent Contractor Agreement matches the approved Board item.

Requestor: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Once checklist has been completed submit it to the Chief Business Officer, Business Services to create the Independent Contractor Agreement. In making this determination, please remember to use **Exhibit D: Form of Culver City USD - Independent Contractor Agreement (2024)(4258271.1)**, when preparing the contract.

Please allow adequate time for Agreement to be executed by both parties. Suggested timeframe is 30 days. Please include time for Board to review and approval.

**[END OF INDEPENDENT CONTRACTOR CHECKLIST]**

### a. Services May Not Be Leased

The Education Code does not authorize the “lease” of services. The subject matter of a lease, by definition, must be tangible real or personal property, and services do not constitute property. Some leases may include some services (e.g. janitorial services in a commercial lease), but these types of services are not the focus of the lease and are limited, incidental services necessary to maintain the property. Some types of financing leases include incidental services as part of the lease (e.g., installation and delivery of copy machines). However, yearly maintenance contracts for copiers are not properly included in a lease.

## B. Preparing and Using Contract Forms

The District has a form of independent contractor agreement entitled “Culver City USD - Independent Contractor Agreement (2024)(4258271.1)” that the District requires all of its schools and departments to use when contracting with any consultant or other services vendor. Use of this form will avoid contracts that fail to contain the required terms.



### 1. Checklist

- a. Document Review - see section 2, below
- b. Term of Contract – see contract
- c. Approvals
- d. Board Agenda Item

### 2. Important Contract Sections to Review

The following items are important for every contract. Most need to be reviewed and added for each specific contract.

#### a. Cover Sheet

The Cover Sheet provides the reader approving the contract a summary of contract information. This Cover Sheet must be removed prior to execution by the parties.

#### b. Legal Authority

The contract needs to indicate whether it is for special services or non-construction services under the bid limit of **\$119,100** in **202**. Other contracts, including public work contracts between seventy-thousand (\$75,000) and two-hundred-twenty thousand (\$220,000) dollars, require informal bidding under CUPCAA.

#### c. Scope of Services

Define the scope of the products or performance for which the parties are contracting. One sentence is rarely enough. A paragraph may be enough. Generally, the more detail, the better. Best Practice: Append the contractor’s proposal as EXHIBIT A to the contract, if possible.

**d. Term**

- i. Without a clear term of the contract (e.g., one year), a contract could be void or not enforceable. Alternatively, it could extend longer than the parties intend, or is legally permissible. A clearly defined contract term should be in all contracts.
- ii. Education Code section 17596 limits the term for contracts for services, apparatus and equipment to five years and for materials or supplies to three years. (Ed. Code, § 17596.)

**e. Document Submittal**

- i. Workers' Compensation Certification is required if the contractor has any employees, whether or not they will be working at the District or on the contract. It is not required if the contract is with an individual or partnership that has no employees.
- ii. Fingerprinting/Criminal Background Investigation Certification. (Ed. Code, § 45125.1.)
- iii. Insurance Certificates and Endorsements.
- iv. W-9 Form, if not already on file.

**f. Compensation/Payment**

Payment provisions are usually pretty straightforward, but they must be verified. Any arrangement other than installment payment after performance should be stated.

**g. Expenses**

Any expenses that District will pay, outside of the compensation, should be itemized; otherwise, note "Not Applicable."

**h. Independent Contractor**

This section clarifies that a contractor is not a District employee.

**i. Materials**

Any materials District will provide should be listed, i.e., use of laptop computer, projector, telephone, copier, paper, books, etc.; otherwise, note "Not Applicable."

**j. Performance of Work**

This section sets District standards for contractor performance, which should be reviewed and revised, if necessary, by the party initiating the contract.

**k. Originality of Services; Ownership of Data; and Copyright/Trademark/Patent**

Keep the Ownership of Data and Copyright/Trademark/Patent provisions, unless you have a good reason not to. Contractor request is not a sufficient reason to omit this section.

**l. Audit**

Provides contractor's requirement to retain books, records, and systems of account during the term of contract and for five years, and District's right to audit and examine such records.

**m. Termination**

Termination provisions should allow the District to terminate immediately for cause. Contractors may argue that they will not have time to cure a breach before termination. That is not true. The District can, at its discretion, give the other party time to cure a breach notwithstanding a termination provision; providing a mandatory cure period is not required.

District termination for convenience is useful for all contracts in case funding issues, changes in District priorities or contractor performance make termination advisable. District termination for non-appropriation of funds is required for financing leases. See section below regarding financing of lease purchase transactions.

**n. Indemnification**

Indemnification clauses can be complex and confusing. The District should not indemnify anyone else in many circumstances. A good indemnification clause will require the other party to indemnify the District for any damages arising out of, pertaining to, or related to the contractor's obligations under and performance of the contract, except those damages caused by the sole negligence or willful misconduct of the District.

**o. Insurance**

- i. The other party should carry, at a minimum, commercial general liability ("CGL"), any auto automobile liability ("Auto"), and workers' compensation insurance for its employees. The contract should state, and the District's risk manager or insurance adviser should confirm, the types and levels of coverage. The CGL and Auto policies should name the District as an additional insured by an endorsement.
- ii. The insurance provisions should require that the policies will not be cancelled or revised on less than 30-day's written notice to the District.
- iii. If the other party is providing professional services, it should also carry a professional liability policy.
- iv. The District may require a waiver of subrogation and a certain rating for the insurers. Employer's liability insurance is also advisable.

**p. Contractor Information**

- i. Insert Contractor's current contact information for notice purposes.
- ii. Make sure Contractor fills out contractor information after its signature.

**q. Attorneys' Fees**

This provision could be negotiated, but we recommend each party be responsible for attorneys' fees and costs. This type of arrangement typically dissuades one side from initiating any legal action.

**3. When You May Use a Purchase Order Without a Contract**

- a. When it does not require any terms not on the purchase order.
- b. When it is a small, risk-free contract.
- c. When it is for multiple orders under an existing contract.
- d. When the Assistant Superintendent of Business Services approves the purchase order without a separate contract.
- e. Best Practice: When in Doubt, ask the Chief Business Officer, Business Services.

**[END OF SECTION]**

## IV. ADDITIONAL REQUIREMENTS FOR SPECIFIC CONTRACTS

### A. Contracts Related to Food and Kitchens



#### 1. Perishables/Food and Food Services Contracts

- a. “Perishable foodstuffs and seasonal commodities needed in the operation of cafeterias may be purchased . . . in accordance with rules and regulations for such purchase adopted by the governing board of [a school district] notwithstanding any provisions of [the Education Code] in conflict with such rules and regulations.” (Ed. Code, § 38083.)
- b. For districts that participate in the National School Lunch Program and/or the Commodity Supplemental Food Program, federal regulations generally provide that school districts may use their own procurement procedures that reflect applicable state and local laws and regulations. (Tit. 7, Code of Federal Regulations (“C.F.R.”), Part 210.)
- c. The Education Code now limits the inclusion of non-nutritious food and beverages in school meal and snack offerings. A school district may not, “[e]nter into ... a contract ... that grants the right to the exclusive or nonexclusive sale of carbonated beverages or non-nutritious beverages or non-nutritious food,” unless the Board takes a number of actions. (Ed. Code, § 35182.5.)

#### 2. Food Services Contracts

- a. The district may contract with a food service management company (“FSMC”) to perform some or all of the following services related to food management and kitchen services: bookkeeping, menu development, preparation of reimbursement claims, organization and maintenance of program documents (such as daily meal counts, menus, and menu production records), meal preparation and service, consulting services, and purchasing services.
- b. California school districts that receive federal funds for food and lunch programs must follow federal procurement guidelines when contracting with FSMCs. The California Department of Education (“CDE”) has determined that to comply with these federal regulations (7 C.F.R. §§ 210.16, 210.21), school districts may use the RFP process to award the contract to the lowest bidder who best meets the District’s needs and stated objective, subject to CDE review.
- c. CDE requires school districts to submit the entire RFP package for review to determine if the proposal documents meet CFR requirements criteria.

### B. Pupil Transportation Contracts



#### 1. Contracting Options

- a. The District may provide for transportation of pupils to/from school if the Board finds the transportation is advisable and for good reason. (Ed. Code, § 39800.) The District may provide the services itself or may contract with a common carrier, municipally owned transit system, responsible private party, the parent/guardian of the pupil, or the county superintendent of schools. (Ed. Code, §§ 39800, 39801.) Any contract must comply with “contracting out” restrictions under Education Code section 45103.1.
- b. Whether provided by the District or by a third-party, pupil transportation services, drivers, and school buses are all subject to strict safety requirements, including under the Education Code, Vehicle Code, and regulations adopted by the California Department of Education and

the Department of the California Highway Patrol. The District should familiarize itself with these requirements or consult with legal counsel.

## **2. Bidding and Contract Term**

- a.** When contracting with a private party for pupil transportation services in an amount more than ten thousand dollars (\$10,000), the District must follow the formal bidding process under Public Contract Code sections 20111 and 20112. However, the District may award the contract “to other than the lowest bidder.” (Ed. Code, § 39802.)
- b.** The contract term for pupil transportation services may not exceed five years, although the parties may jointly renew the contract at the end of the term. (Ed. Code, § 39803(a).) Additionally, the parties may annually negotiate contract provisions to maintain an equitable pricing structure. (Ed. Code, § 39803(c).)

## **C. Requirements Contract (Equipment Only)**

A contract covering long-term district requirements (up to five years) for an item may be used when the total quantity required cannot be definitively fixed but can be stated as an estimate or within maximum and minimum limits, with deliveries on demand. If the District enters into a “requirements contract” for particular item(s), it is expected that the District will purchase all needed items from that vendor and not purchase those items from another source.

## **D. E-Rate Contracts**

### **1. E-Rate**

The common term used to reference the Schools and Libraries Program administered by the Universal Service Administrative Company, a federal program that provides discounts to assist schools in obtaining affordable telecommunications and internet access. Information on E-Rate is provided on the USAC website.

E-Rate supports connectivity, the conduit or pipeline for voice and data communications, using telecommunications services and the internet.

### **2. School districts may request funding under four (4) categories of service:**

- a.** Telecommunications,
- b.** Internet access,
- c.** Internal connections, and
- d.** Basic maintenance of internal connections.

### **3. School districts must provide certain resources, including:**

- a.** End-user equipment (e.g., computers, telephones, etc.),
- b.** Software,
- c.** Professional development, and
- d.** The other elements that are necessary to utilize the connectivity funded by E-Rate.

#### **4. Determining Discounts**

The primary measure for determining E-Rate discounts is the percentage of all District students eligible for free- and reduced-price lunches under the National School Lunch Program, calculated District-wide. The District then uses the E-rate Program discount matrix to convert that resulting single percentage figure into an E-rate Program discount rate. Discounts range from 20% to 90% of the cost of eligible services.

- 5. School districts must comply with the most conservative procurement process; and in all cases, must demonstrate some type of competitive negotiation process was conducted to select the vendor.**

### **E. Lease-Purchase Transactions**

#### **1. Statutory Authority**

##### **a. Equipment**

Education Code section 17450 states that school districts may lease or lease-purchase the following: (1) school buses, (2) other motor vehicles, (3) test materials, educational films, and audiovisual materials, and (4) all other items defined as equipment or service systems in the California School Accounting Manual. An equipment lease-purchase may not exceed the useful life of the item, and in no event may the term exceed ten (10) years. (Ed. Code, § 17452.)

##### **b. Relocatable Buildings**

Relocatable buildings are not considered “equipment” and instead fall under the purview of Education Code sections 17400 and 17597, which contemplate lease-purchase arrangements involving relocatable buildings.

#### **2. Elements of the Lease-Purchase Transaction**

A lease-purchase transaction for equipment, materials, supplies and relocatable buildings generally involves the simultaneous occurrence of distinct transactions, as follows:

##### **a. Purchase of Item(s)**

The District must enter into an agreement to purchase the item from a vendor. This typically occurs after a competitive bidding process or use of another school district’s bid through “piggybacking.” This agreement should set forth the vendor’s responsibilities for the equipment, delivery, condition, warranties, and like. If the District piggybacks on another agency’s contract, the District must ensure that the vendor signs a contract with the District and is bound by a contract with the District that includes the terms and conditions of the original contract on which the District is piggybacking. (See section, above, for details on piggyback requirements.)

##### **b. Financing the Transaction**

The Lease-Purchase Agreement is a separate contract between the District and the entity that will be providing the financing for the District’s acquisition of the items. Sometimes financing is provided by the vendor, or a financing arm of the vendor, and sometimes financing is provided through totally independent third-party financing companies. The financing agreement normally requires the financing company to pay the vendor for the equipment on the District’s behalf. Financing leases usually provide for title to transfer to the District only

after the lease payments are fully paid. The lease-purchase agreement sets forth the terms associated with the leasing of the asset. Most lease-purchase agreements are extremely difficult to terminate, and often are terminable only if the District lacks sufficient funds to make the yearly payments. Financing leases must have either a non-appropriation clause or an abatement clause to comply with applicable case law. (*City of Los Angeles v. Offner* (1942) 19 Cal.2d 483, 486-87; *Dean v. Kuchel* (1950) 35 Cal.2d 444, 448.)

**c. Maintenance and Other Services**

- i. Maintenance services for equipment acquired through lease-purchase are not appropriately included in the financing agreement. Services such as maintenance should either be part of the District's agreement with the vendor or through a separate maintenance contract. Services that are incidental to the purchase of a piece of equipment, however, such as delivery and installation charges, may be included in the lease financing agreement.
- ii. While the financing of construction work that is part of a project that involves a relocatable building purchase is possible, it is not appropriate to use a relocatable lease-purchase agreement to fund that kind of work. Other more complex financing mechanisms must be used to accomplish these kinds of projects.

**d. Legal Review/Opinion of Counsel**

- i. The statutes that provide for a school district's ability to lease and lease-purchase are complex. In certain cases, the governing board must take specific kinds of actions and make specified findings before entering into a financing agreement. Legal counsel should be consulted about applicable requirements and resolutions before the board takes any action regarding the transaction.
- ii. Financing companies usually require the school district's legal counsel to provide an opinion of counsel to the financing company, opining that the transaction was completed in compliance with all applicable laws, including procurement and bidding requirements. Legal counsel will need to review all lease-purchase documents and to approve the bidding or other procurement process.
- iii. The District should forward all documents, particularly all applicable bidding or piggyback documents, to legal counsel at the beginning of any lease-purchase process. Before legal counsel can give an opinion on a transaction, counsel needs to be sure that all legal prerequisites have been met. Early consultation is vital to timely compliance with this requirement.

**[END OF SECTION]**

**CHAPTER 3 – CONTRACTS**

**A. CONTRACT AMENDMENTS**

A contract can be amended to extend the period of performance, increase the contract amount to

obtain additional services, allow for a change in the contract's current scope of work, or any combination of the above. Any change or alteration of a contract shall be specified in writing, processed through the Purchasing Department, and the cost agreed upon with the District.

### **A.1. Board Approval**

Prior Board Approval is required on all contracts, Purchase Orders, or amendments that increase the total amount in excess of the bid limit. These changes apply to all procurements for professional services, materials, supplies, equipment, and general services. In addition, the State bid limit changes on January 1<sup>st</sup> of each year. Therefore, the above dollar amount will potentially change, each year.

### **A.2. The “75% Rule” and Dead Contracts (Professional Services Only)**

A contract cannot be amended if there is a significant change in the contract scope of services, or if the contract value increases to greater than 75% of the original contract amount. Under limited circumstances, the Assistant Superintendent of Business Services or designee may waive the 75% Rule if it is in the best interest of the District. Adequate justification must be submitted and approved prior to continuation of the service.

Additionally, a contract cannot be amended if the contract period ended prior to the date of the amendment request (also known as a “dead contract”). In such cases, the school/office may need to initiate a new contract as the amendment request will not be approved. Services may not be continued or rendered by contractor until such time as a new contract is fully executed.

## **B. EXTENSIONS**

At the discretion of the Assistant Superintendent of Business Services or designee, extensions to contracts may be granted (Public Contract Code § 20118.4).

## **C. PRICE ESCALATION (Supplies, Equipment and General Services Only)**

At the discretion of the Assistant Superintendent of Business Services or designee, and with the mutual agreement of the parties, adjustments due to price escalation may be made to contracts (Public Contract Code § 20118.4).

## **D. PRODUCT REPLACEMENT (Supplies, Equipment and General Services Only)**

At the discretion of the Assistant Superintendent of Business Services or designee, and with the mutual agreement of the parties, adjustments due to product replacement may be made to contracts (Public Contract Code § 20118.4).

## **E. NAME CHANGES**

When a vendor has changed its name, the Purchasing Department must determine whether the interest of the District or vendor has been altered, and whether the name change affects the legality of the contract.

## **F. CONTRACT TERM**

Continuing contracts for work to be done, services to be performed, or for apparatus or equipment

to be furnished, sold, built, installed, or repaired for the District, or for materials or supplies to be furnished or sold to the District, may be made with an accepted vendor as follows: for work or services, or for apparatus or equipment, not to exceed five (5) years; for materials or supplies, not to exceed three (3) years (Education Code 17596).

## **G. CONTRACT EXTENSION/TERMINATION**

All contracts have a definite start date (the date when the performance begins) and end date (the latest date by which the performance is concluded). The school/office is responsible for requesting a contract extension in the event that services will not be completed by the end date. Occasionally, the school/office may need to terminate the contract prior to the contract end date.

### **G.1. Reasons for Early Contract Termination**

Reasons for early contract termination may include, but are not limited to, the following situations:

1. Lack of funding, as upon the implementation of a District-wide freeze on expenditures for contract services.
2. Vendor completes services earlier and at a lower cost than originally contemplated.
3. Vendor performance is unsatisfactory.
4. The District is no longer in need of the services or goods.

### **G.2. Importance of Written Documentation**

In each of the above circumstances, the school/office shall document any conversations he or she has had with the vendor and notify the vendor as to why early termination may be required. Such documentation is especially important when the vendor's performance is unsatisfactory.

### **G.3. Authority to Terminate a Contract**

While a school/office may suspend a vendor's performance, only authorized personnel in the Purchasing Department may officially terminate a contract.

### **G.4. Procedure**

To partially or fully terminate a contract, you must submit a request in writing to the Purchasing Department, along with the effective termination date and copies of any correspondence sent to the vendor, as well as a chronology of events leading up to the request for termination, if applicable. In the case of a vendor performance issue, the Purchasing Department will work with the school/office to either assist the vendor in improving his/her performance or terminate the contract in conformance with the contract terms.

## **H. CONTRACT RENEWAL OPTIONS**

Contract renewal options are usually included in multi-year contracts to allow the District flexibility, and their execution (so that the contract continues) is always at the school's/office's discretion. The District is not compelled to exercise any options. Please understand the following when contemplating the option to renew a contract:

1. If an option is not exercised, the contract will expire on the date shown in the contract,

and the school/office will need to request a new contract, showing competition, as appropriate, if the school/office wants to continue to receive the goods or services after the expiration date of the original contract.

2. Most renewal option exercises are unilateral because they are a right that the District obtains in the initial negotiation for the contract. By signing the original contract, the contractor has agreed to the renewal options.
3. Renewal options are not self-exercising. The school/office must request the Purchasing Department to exercise an option no later than 30 days prior to the contract expiration date.
4. Option exercises may be priced or unpriced, but regardless, the decision to exercise an option resides with the sponsor.
  - a. If priced, the option paperwork submitted to the Purchasing Department by sponsor will consist of RFS and funded Purchase Requisition unless the option is for a master or requirements contract.
  - b. If unpriced, the option paperwork submitted to the Purchasing Department by sponsor will consist of an RFS to extend services, but not necessarily a Purchase Requisition.
  - c. Only the Purchasing Department is authorized to exercise the option on behalf of the sponsor. A letter or amendment must be sent by Procurement to the contractor.
5. Once exercised, the contractor is obligated to perform according to the terms of the renewal option. If the sponsor wants to change the scope of services during the renewal period, then it is a new negotiation, no longer at the sole discretion of the District.
6. “Optional Services,” if included in a contract, are not necessarily part of a renewal option. Activation of optional services may occur at any time during an initial contract period or during an additional period that was created via renewal option exercise.

### **Do's Don'ts - Issuing a contract**

**DO check with Procurement if a vendor asks you to sign a contract.**

**DON'T sign a contract with a vendor. School Principals, Heads of Organizations and Senior Staff do not have the authority to sign a contract on the District's behalf. It is a matter of District policy and of public law that only the governing board of a school district may issue contracts. At CCUSD, the Board of Education has delegated the contracting authority to the Superintendent, who in turn has sub-delegated that authority to the Assistant Superintendents. No school or office has contracting authority, except by specific sub-delegation via the above channel.**

“Fully executed”, for this purpose means that the contract or purchase order must carry the signature of a duly delegated contracting official, such as the Superintendent or an Assistant Superintendent, except where a Master Services Agreement authorizes the school or office to issue a task/work order accompanied by a purchase order.

## CHAPTER 4 - PAYMENT METHOD

It is the school principal or department head’s responsibility to ensure that funds are available for procurements paid by Purchase Orders, or made via warehouse transfer requests. The following is a summary of the payment methods available for procurements.

<b>Purchase Order</b>	Purchase Requisitions for goods, general services and professional services are forwarded to the Purchasing Department to perform necessary procurement activities in order to generate a Purchase Order.
<b>OPRA Warehouse System</b>	OPRA warehouse requests are generated to facilitate the direct purchase of items available for purchase in the warehouse.

### A. PURCHASE REQUISITIONS

All purchases begin with entering a Purchase Requisition into the BEST system, unless making a direct purchase from the warehouse via a warehouse requisition in OPRA. Warehouse requisitions created with items selected from OPRA generate an internal Stock Transfer Order that is fulfilled by the District’s Maintenance & Operations team. All other purchase requisitions are ultimately routed through the Purchasing Department for processing.

#### Do’s & Don’ts - Purchase Requisitions

**DO obtain the correct funding line information from your school principal or department head.**

**DON’T send a Purchase Requisition to a contractor. A Purchase Requisition is neither a contract nor a Purchase Order.**

### B. CREDIT CARDS

Type of Card	Purpose	Eligibility	Restrictions
CAL-CARD	For District Office use, in the event of an emergency	District Office use only	District Office use only
HOME DEPOT CARD	For Maintenance Dept. & Frost Auditorium use, in the event of an emergency	Maintenance Department & Frost Auditorium use only	Maintenance Department & Frost Auditorium use only

## **B.1. Restrictions and Controls**

District-issued credit cards are to be used only in an emergency and in support of the educational mission of Culver City Unified School District. If you possess a district-issued credit card of any kind, you must follow District policy, as outlined below, and sign the official Credit Cardholder Agreement.

District-issued credit cards contain certain restrictions, such as limits on single-purchase transactions, billing cycle purchase limits, and restricted items. Cardholders who purchase equipment having a value in excess of \$500 dollars must follow appropriate District policy regarding equipment inventory procedures.

## **B.2. Termination of Participation in Credit Card Programs**

Participation in the Credit Card Program is a privilege that may be terminated on the basis of abuse, fraud or violation of District policies and procedures. Termination, revocation, restitution and disciplinary action will occur for any, or all, of the following:

- a) Failure to sign the District-approved Credit Cardholder Agreement
- b) Restricted Items
- c) Unofficial/Unauthorized Use
- d) Failure to reconcile transactions (Cardholder) or review reconciled transactions (Approving Official)
  - o Exceeding the Single Transaction Limit or the cycle limit, unless an exception is granted by the CBO
  - o Splitting transactions to avoid competitive bid thresholds or to avoid established card transaction limitations (e.g., the single-purchase limit) is prohibited. "Transaction-splitting" on District credit cards is defined as the purchase of a single item, with the same vendor, whose purchase price (including tax and shipping) is greater than the single transaction limit. Notify the Purchasing Department if a transaction-splitting purchase occurs inadvertently. Evidence that intentional transaction-splitting has occurred will result in receiving the applicable policy violation memo.

### **Solutions to Transaction-Splitting**

- o You may submit a request in writing for an Exception to the Purchasing Department and ask that there be a one-time increase in the dollar transaction limit. Understand that this form must first be approved by your Site Administrator. Submission of the form does not guarantee approval.
  - o Review past histories to determine if there has been a trend in spending and plan ahead to use the appropriate procurement tool (e.g., Purchase Order.) to make the purchase.
- e) Insufficient funds
  - f) Failure to submit all receipts in a timely manner to the AP department
  - g) Failure to list the related Purchase Order number on the receipt at the time of submission to AP
  - h) Failure to have the site admin or department head sign the receipt at the time of submission to AP
  - i) Failure to respond to request for auditing and internal control verification
  - j) Failure to fulfill duties as a cardholder or Approving Official
  - k) Failure to notify the Fiscal Department when the Cardholder or Approving Official changes location, or is no longer with the District

- l) Purchasing items with a credit card and having them shipped to one's home is strictly prohibited, and is immediate grounds for having your credit card privilege terminated

The Cardholder will be notified of any questionable transactions and provided an opportunity to respond. Questionable transactions must be responded to within 15 business days of notice. Failure to respond within the time frame may result in termination of participation in the program.

### **B.3. Restricted Items**

Personal use of any District credit card is strictly prohibited. Intentional misuse of a District credit card for something other than the "District's official use" will be considered an attempt to commit fraud against the District. Proof of such fraud will result in immediate cancellation of the card, and may include disciplinary action against the employee under applicable District administrative procedures. The cardholder will be personally liable to the District for the amount of any unauthorized or unofficial purchases and will be subject to criminal prosecution when warranted. Restitution will be sought against a District employee upon discovery of intentional misuse, fraud, abuse, and / or malfeasance.

Items on the restricted list are unauthorized purchases (unless a request in writing has been explicitly approved by an Assistant Superintendent). Also, items available from via the Opra Warehouse Distribution system must be purchased from the Warehouse via the Opra work order process. It is against District policy to purchase items from another location or source that are already readily available for purchase via the District's Opra warehouse distribution system. An automatic decline may occur if the purchase is from the Prohibited Items List or if the amount exceeds the limits discussed above. It is against District policy to utilize the credit card to purchase any of these items below. If these items are purchased with a District-issued credit card, the cardholder may be held personally liable and audited.

<b>Restricted Items:</b> If the Approving Official identifies any of these unauthorized items as purchased by the Cardholder, he/she must notify the Purchasing Department immediately and reject the transaction.	
<b>Restricted Item:</b>	<b>Alternate/Approved Payment Method:</b>
Food purchases for instructional purposes, such as Culinary Arts Program, Livestock, Food Services and Healthy Network Program	A Smart ‘n Final or Home Depot credit card may be used with prior approval in writing from the District office, or a valid Purchase Order on file.
Gift cards	District-issued credit cards may not be used to purchase gift cards.
Personal items or services	Not allowable as District purchases. If District funds are utilized, you may be subject to disciplinary action and termination from the Credit Card program.

After the Fact invoices	It is against District policy to use the credit card to pay for “after-the-fact” invoices.
Cash refunds for returned purchases	Not allowable as District purchases. If District funds are utilized, you may be subject to disciplinary action and termination from the Credit Card program.
Gifts, donations or contributions to individuals or organizations	Not allowable as District purchases. If District funds are utilized, you may be subject to disciplinary action and termination from the Credit Card program.
Surveillance cameras	Submit a purchase requisition instead.
Large appliances (e.g., refrigerators, ranges/ovens, washing machines, dryers, etc.)	Submit a purchase requisition instead.
And single item with a purchase-price value of \$500 or more	Submit a purchase requisition instead.

#### **B.4. Reconciliation**

Cardholders must reconcile their credit card statement regularly and should not wait until the end of the billing cycle in order to do so. All purchases must be reconciled by the Cardholder by the 15<sup>th</sup> day of the following month. Receipts for all credit card purchases, regardless of dollar amount, must be submitted to AP as well by the 15<sup>th</sup> day of the following month. **Failure to reconcile your account and / or to submit all of your receipts to AP by the 15<sup>th</sup> day of the following month will result in your card being temporarily suspended.** Credit cards will be cancelled by the Fiscal Department due to repeated failures to reconcile one's card on a timely basis.

The Approving Official must also reconcile the account in order to verify the purchases that were made, and this task must also be completed by the 15<sup>th</sup> day of the following month. If this is not completed in a timely manner, your credit card privilege may be temporarily suspended as well.

**The Fiscal Department reserves the right to force-reconcile transactions to the default funding line for any transactions that are seriously out of compliance (two or more months in arrears).**

Please note that reconciliation requires the itemization of individual transactions.

#### **B.5. Cash Rebates**

Cardholders should apply for any rebates that are available with purchases. If the rebate program requires the Cardholder to provide original receipts, then the Cardholder must attach a photocopy of the receipt to their monthly Statement of Account (bank statement) to keep on file. How to apply for a rebate:

Upon receipt of the rebate check from the vendor, complete the Cash Receipts Form and attach the purchase rebate slip with the following information:

Culver City Unified School District  
Accounts Receivable  
4034 Irving Place  
Culver City, CA 90232

It is a violation to have a rebate check made out to a Cardholder's personal name, therefore you must have the vendor issue the rebate payable to "Culver City Unified School District." The Cash Receipts Unit in the Revenue Accounting Branch will record the cash receipts and abate expenditures previously charged to the prescribed accounting line.

#### **B.6. Declined Transactions**

If a transaction is declined, for whatever reason, please contact the Purchasing Department as soon as possible for assistance.

#### **B.7. Incorrect Charges and Disputes**

If a charge on the Cardholder's statement is unrecognized, an item is billed incorrectly, or if an item is found to be faulty, defective or has not been received, the Cardholder must first attempt to

resolve the problem with the vendor. If a merchandise replacement or credit is not provided by the vendor, the Cardholder must complete a Cardholder Dispute Form. A copy of the Cardholder Dispute Form must be forwarded to the Approving Official. It is also the Cardholder's responsibility to track disputes through to resolution. Cardholders must log and track credits in the online reconciliation system. Once the credit from the vendor or the bank appears in the online reconciliation system the transaction should be reconciled to the same funding line as the original transaction. Cardholders must never reject any disputed transaction(s).

### **B.8. Lost or Stolen Cards**

If the card has been lost or stolen, immediately notify the Purchasing Department and the Approving Official. The credit card company's customer service department will request the following information: Cardholder's complete name, card number, employee number, date of loss or theft, and details of purchases made on the day the card was lost or stolen. A new card will be mailed to the District Office and will be forwarded to the Cardholder upon receipt. A new account number will be assigned. The Cardholder must carefully review the statement following the loss/theft since the purchase occurring immediately prior to the reported loss/theft will be billed under the new card number.

### **B.9. Cancellation of Cards**

The Fiscal Department may cancel cards based on any violation of District policies and procedures.

#### **B.9.a. Cardholder**

A Cardholder who is no longer employed by the District, leaves a site, or transfers to a new location, must return the credit card to the District Office's Fiscal Services Department. The Approving Official must ensure that this occurs. Cardholders may never take a card with them to their new District location regardless of their name being printed on the card. Submit a request to cancel the card by emailing the Fiscal Services Department.

#### **B.9.b. Approving Official**

If an Approving Official is no longer employed by the District, leaves a site, or transfers, they must notify the Fiscal Department immediately. **A Cardholder must not continue to utilize the credit card without the authorization of an Approving Official.** If the Cardholder utilizes the credit card without an Approving Official, the Cardholder will be audited and may result in temporary suspension of the credit card.

The Fiscal Services Department will verify that all transactions have been reconciled and a Credit Card Update form with the appropriate agreement forms have been submitted to change the Approving Official's name before the Cardholder can proceed with purchases.

### **B.10. End of Year Procedures**

All credit cards issued will be temporarily suspended on the date indicated on the memo issued by the Fiscal Services Department for reconciliation. If the transactions are not reconciled or

reviewed by the Fiscal Services on the date indicated, the credit cards will be temporarily suspended until 100% compliance has been achieved.

If the transactions are not reconciled by the Cardholder or reviewed by the Fiscal Services by the date indicated (or the shutdown as assigned by the Purchasing Department), a force reconciliation will be executed to the default funding line provided to the Purchasing Department by Fiscal Services Department. If there is an insufficient balance on the default funding line, the Purchasing Department shall reconcile against another appropriate account or create a negative balance on the default funding line that will be paid out of the next fiscal year's budget.

## **CHAPTER 5 – WHAT TO DO WHEN ITEMS OR SERVICES ARE RECEIVED**

### **A. RECEIPT OF GOODS**

Always be sure to mail the Receiving Copy to the Purchasing Department.

Prior to returning the Receiving Copy to Purchasing, you need to have a copy of the invoice from the vendor. If the order was placed by another site on your behalf, contact that office to obtain a copy of the Purchase Order and / or invoice. Schools and offices are responsible for verifying the accuracy of the order and returning the Receiving Copy to Purchasing, immediately after receipt of materials. If only a partial shipment has been received, please retain the Receiving Copy at your site until the entire order has been completed. Vendors generally only issue invoices once the product has been shipped. Accounts Payable will pay the vendor's invoice once the entire order has been fulfilled and the Purchasing Department is in receipt of the Receiving Copy. Therefore, returning the Receiving Copy to Purchasing in a timely manner is vital to ensuring prompt payment.

### **B. DAMAGED GOODS & SHIPMENTS**

Prompt examination of the shipment by you at the school/office is essential to verifying the condition of each shipment, whether the shipment is from the District's warehouse or an independent vendor. Where there is evidence of damage, the package(s) should be opened immediately for inspection. The extent of damage is to be noted and reported to the vendor or the Purchasing Department.

In case of partial damage to a shipment, which does not render the shipment worthless, the shipment, at your discretion, may be accepted. If not accepted, you must resolve the matter with the vendor directly. If the shipment was from the District's warehouse, you must notify the Purchasing Department right away.

If no notification of damage is reported, it will be deemed that the shipment was received in good condition.

Damage discovered after the delivery of the shipment shall be reported to the vendor directly or to the Purchasing Department (if shipped from the District's Warehouse).

If additional assistance is required, the school/office may contact the Purchasing Department for assistance.

## **C. SHORTAGES**

There are several types of shortages which could occur during the shipment of goods and product. This includes shortages in the number of pieces or packages received, loss of contents, and shortages to the contents of the packages.

The number of pieces or packages received in a shipment should be checked by the school/office against the number indicated in the Purchase Order or requisition.

In the event of a variance, a notation to this effect is to be written on the Purchase Order or requisition. The school/office must notify the vendor and / or the Purchasing Office immediately.

## **D. RETURN OF MATERIAL**

Arrangements are made between you and the vendor, or the District's warehouse, in the event product needs to be returned.

## **E. SERVICES (Professional Services Only)**

If a discrepancy arises between the contracted services and the services received, you should attempt to resolve the matter with the service provider by reviewing the contract terms and conditions.

## **F. ACCOUNTS PAYABLE PAYMENT OF INVOICES**

### **F.1. Payment for Materials**

The Accounts Payable Branch will process payment if there is a: 1) Purchase Order, 2) Receiving Copy and 3) Vendor Invoice. A payment is processed when all three items above are matched in AP.

**Purchase Order** - Prior to ordering materials, an executed Purchase Order must be in place. After the Fact or confirmation Purchase Orders or confirmation orders will not be generated. Ensure the correct Purchase Order type, vendor code, and object code are selected.

**Goods Receipt** - No payment will be made until the Receiving Copy has been received and matched with the Purchase Order and invoice by Accounts Payable. Submit the Receiving Copy to the Purchasing Department only once all goods have been received.

**Invoice** - Accounts Payable will only make payments on "valid" invoices that include the original, or "wet," signature. Schools are strictly prohibited from requesting advanced billing, pro-forma, and quotes from vendors and submitting them to Accounts Payable as invoices.

**NOTE:** An electronic notification will be sent to the requisitioner from Purchasing once Account Payables enters an invoice and the Receiving Copy is still missing or insufficient to cover the items stated on the invoice. Schools and offices should send the Receiving Copy to Purchasing as soon as possible. Or, in the event items are missing, the site should research if the items have been received at the site and / or contact the vendor to follow-up.

To expedite the review and payment process, please note the following items:

- a. If you receive a copy of an invoice from a vendor and notice that the amount is greater than the Purchase Order amount, then modify the Purchase Order to reflect the invoice amount or request that the vendor provide a credit memo for the difference.
- b. Ensure all invoices include an invoice number, date and amount. If the invoice number is missing, request the vendor to assign an invoice number that is unique and will not be recycled.
- c. Purchase Orders for lease and service agreements involving office machines such as copiers, etc., will be executed and maintained by the Purchasing Department.

## **F.2. Payment for Services Rendered**

### **F.2.a. After the Fact and Unauthorized Commitments**

The District will not process invoices that do not have a valid contract associated with a Purchase Order that has been executed by authorized District personnel. Therefore, all vendors are required to have a valid contract or Purchase Order in place prior to providing services or delivering goods to a school or office within the District. If the vendor provides services or delivers goods in advance of a valid executed contract or Purchase Order, the vendor does so at its own risk and invoices received will not be processed for payment. Therefore, you must ensure that prior to receipt of services or goods delivered by a vendor, that the appropriate procedures are followed to ensure prompt payment to the vendor. Anyone who willfully and intentionally violates the procedures set forth in this Procurement Manual may be personally liable for the costs of services or goods incurred by the District.

For information regarding on who can enter into a contract or Purchase Order for the District, please read Chapter 2, Section III, A.1. "Entering into the Contract."

#### **Do's & Don'ts - After the Fact Contracts**

**DO submit your contract request in sufficient time to allow processing of your request and development of the competitive solicitation and contract, or justification of single source and contract. A minimum of 15 business days is recommended for Single Source procurements. If prior approval by the Board of Education is required for a Single Source contract, a minimum of 40 business days is recommended. Call the Purchasing Department for time estimates where the process will be competitive.**

**DON'T create an "After the Fact" contract. Don't authorize a contractor to commence services or ship products unless a valid, fully executed contract or Purchase Order has already been established by the Purchasing Department.**

#### **Unauthorized Commitments**

"Unauthorized commitment," as used in this subsection, means an agreement that is not binding solely because the District representative who made it lacked the authority to enter into that agreement on behalf of the District.

*Policy:*

(1) Schools or offices should take positive action to preclude, to the maximum extent possible, the need for ratification actions. Although procedures are provided in this section for use in those cases where the ratification of an unauthorized commitment is necessary, these procedures may not be used in a manner that encourages such commitments being made by District personnel.

(2) Subject to the limitations in paragraph (a) of this subsection, the Board of Education may ratify or approve an unauthorized commitment.

(3) An After the Fact form must be submitted explaining the circumstances and detail of the unauthorized commitment to include what the school or office is doing to rectify not only the unauthorized commitment but also preventative measures to ensure such commitments do not occur in the future.

(a) *Limitations.* The authority in this subsection may be exercised only when:

(1) Supplies or services have been provided to and accepted by the District, or the District otherwise has obtained or will obtain a benefit resulting from performance of the unauthorized commitment;

(2) The ratifying or Approving Official has the authority to enter into a contractual commitment;

(3) The resulting contract would otherwise have been proper if made by the Superintendent or CBO;

(4) The Superintendent or CBO reviewing the unauthorized commitment determines the price to be fair and reasonable;

(5) The Superintendent or CBO recommends payment and legal counsel concurs in the recommendation, unless District procedures expressly do not require such concurrence;

(6) Funds are available and were available at the time the unauthorized commitment was made; and

(7) The ratification or approval is in accordance with any other limitations prescribed under District procedures.

## **Do's & Don'ts - Issuing a Contract**

**DO check with the Purchasing Department if a vendor asks you to sign a contract.**

**DON'T sign a contract with a vendor. School Principals, Heads of Organizations and Senior Staff do not have vendors' contract signing authority. It is a matter of District policy and of public law that only the governing board of a school district may issue contracts. At CCUSD, the Board of Education has delegated the contracting authority to the Superintendent, who in turn has sub-delegated that authority to the Assistant Superintendent(s). No school or office has contracting authority, except by specific sub-delegation via the above channels.**

**“Fully executed”, for this purpose means that the contract or Purchase Order must carry the signature of a duly delegated contracting official, as outlined above, except where a Master Services Agreement authorizes the school or office to issue a Task/Work Order accompanied by a Purchase Order.**

### **F.2.b. Contracted Professional Services**

For contracted professional services, Accounts Payable will process payments when the following four items are matched: executed contract/amendment, Purchase Order, vendor invoice, and authorization (approved invoice) for payment.

1. **Executed Contract/Amendment** – Contract/Amendment signed by both contractor and CCUSD.
2. **Purchase Order** – Prior to receiving professional services, an executed Purchase Order must be in place. There will be no more After the Fact Purchase Orders generated. Ensure the correct Purchase Order type, vendor code, and object code are selected. For audit, reporting and tax purposes, it is imperative to use the correct object code when creating a Purchase Order.
3. **Contract** – must be accompanied by Purchase Order prior to services or good delivered.

**Invoice** – Invoices are emailed to Accounts Payable and routed to appropriate staff for processing. In order to begin the process invoice must have a valid Purchase Order number, invoice number, invoice date, and invoice amount. Contractor should submit one copy of the invoice to Accounts Payable at [accountspayable@ccusd.org](mailto:accountspayable@ccusd.org) and one copy to the sponsoring school/office for review and approval. All invoices must include:

- Purchase Order number – specific to the services rendered
  - Payee - Contractor’s name – same as contract and Purchase Order
  - Vendor address – must match vendor file information in BEST. If it does not match, vendor should request the Purchasing Department to update address
  - Invoice number – preferably 8 digits and should not be recycled
  - Dates when services were rendered – within contract or amendment dates
  - Description of work/service – specify activity or phase completed
  - Quantity of hours billed – follow payment schedule or terms
  - Unit price – Match to rate per person, position, package or module
4. **Expense reimbursements** need to be submitted with proper receipts
    - Itemized shipping, handling, and sales tax – professional service fees are not subject to sales tax while materials are generally subject to sales tax
    - Total amount due
    - If applicable, deduct any retention per the contract from the total amount due.
  5. **Authorizations for payment** – To verify that services have been rendered, review invoice for accuracy. Instruct vendor to correct invoice if errors are found and notify Accounts Payable you have requested a revised invoice.
  6. **Goods Receipt** – Acknowledgement that services have been received. Ensure invoice is accurate prior to signing the Receiving Copy.
  7. **Advance billing** – is not acceptable and vendor will not be paid until services or goods

have been delivered.

Questions concerning invoices and payments should be directed to Accounts Payable at (310) 842-4220 or [accountspayable@ccud.org](mailto:accountspayable@ccud.org).

### F.3. Contract Close-Out

When a contract has reached its final expiration date or been terminated, several District departments have a role in ensuring that the contract is properly “closed out.” Generally, the process of closing out a contract is intended to make certain that:

1. The District has received all deliverables to which it is entitled under the agreement;
2. The District has received and paid the contractor’s final invoice for services provided under the agreement;
3. All expense-reimbursement or other contractor claims for indirect costs have been settled, invoiced and paid;
4. Any District property that the contractor is, by the contract, required to return to the District (e.g., security badges, laptops or other equipment) is duly returned;
5. Any excess or unused funds encumbered on account of the contract are un-encumbered and transferred to the appropriate District account; and
6. The contract file is completed and appropriately filed.

The following table shows which party, as between you, the sponsor organization, Accounts Payable (A/P), and the Purchasing Department, is responsible for each of the indicated close-out actions:

	CLOSE-OUT ACTIVITY	RESPONSIBLE OFFICE		
		You	A/P	PROCUREMENT
1	Ensure that the District has received all contract deliverables	X		
2	Ensure that the District has received and paid the contractor’s final invoice	X	X	
3	See that indirect cost reimbursement requests are invoiced and paid	X	X	
4	Have contractor return District property	X		
5	Un-encumber unused funds	X	X	X
6	Make sure contract file is complete and up-to-date			X

## **CHAPTER 6 – DOING BUSINESS ETHICALLY AND RESPONSIBLY WITH CCUSD**

An executed contract must be entered into between the vendor and the District prior to the vendor providing supplies, equipment and general or professional services rendered. Payment for supplies, equipment and general or professional services may be delayed or denied if a contract is not entered into between the vendor and District prior to performance. Therefore, a vendor should not provide supplies, equipment and general or professional services prior to entering into a contract with the District. Schools/offices should not allow or encourage vendors to provide supplies, equipment and general or professional services without the vendor entering into a contract via the Purchasing Department.

### **A. VENDOR REGISTRATION**

Culver City Unified School District (District) welcomes the opportunity to develop new vendor relationships.

#### **A.1. Becoming a Vendor at CCUSD**

To become a District vendor, it is the responsibility of the vendor to register online at the following website:

[https://www.ccusd.org/apps/pages/index.jsp?uREC\\_ID=4390642&type=d&pREC\\_ID=2603346](https://www.ccusd.org/apps/pages/index.jsp?uREC_ID=4390642&type=d&pREC_ID=2603346)

A vendor cannot be added to our database without providing a proper Tax Identification Number (TIN), i.e., Federal Tax ID or Social Security Number. When completing the vendor profile, it is critical that the name given is the correct legal name and address, as this information will appear on all invoices presented for payment. If your business uses a DBA, please complete your business name using the following example: John Doe and Associates DBA Home Securities, Inc.

After successfully becoming a District vendor, vendors have the responsibility of informing the Purchasing Department when their information has changed. Failure to do so may result in bid, Purchase Order, or payment delays or returns. For additional information, you may contact the Purchasing Department at (310) 842-4220, ext.: 4357.

#### **A.2. Vendor Marketing Activities**

The District's Board policy prohibits "advertising or sale to students or employees" on District premises with very limited exceptions. Vendor and commercial activities on school premises should generally be avoided. In addition, marketing activities are considered "lobbying" under the District's Lobbying Disclosure Code which requires registration with the District office.

Refer vendors interested in doing business with the District to the Purchasing Department's website: [https://www.ccusd.org/apps/pages/index.jsp?uREC\\_ID=4390642&type=d&pREC\\_ID=2603346](https://www.ccusd.org/apps/pages/index.jsp?uREC_ID=4390642&type=d&pREC_ID=2603346)

### **B. PAYMENT AND INVOICE SUBMISSION**

In order to receive payment for goods or services furnished to the District, the vendor is required to submit itemized invoices on a form acceptable to the District with contract and/or Purchase Order number clearly indicated. Invoices should be emailed to [accountspayable@ccusd.org](mailto:accountspayable@ccusd.org), as indicated on the Purchase Order or contract. Questions concerning invoices and payment should be directed to Accounts Payable (310) 842-4220 or [accountspayable@ccusd.org](mailto:accountspayable@ccusd.org).

Invoices must include the following:

1. Contract and specific Purchase Order number
2. Complete descriptions of the goods or services
3. Quantity
4. Unit Prices
5. All applicable taxes
6. Cash discount terms
7. Invoice Number

After a Purchase Order has been awarded to a vendor, five steps remain before the procurement cycle is complete.

These five steps are:

1. Delivery and acceptance of goods or services
2. Signing the Receiving Copy and returning it to the Purchasing Department
3. Invoice submitted by the vendor to Accounts Payable, and the invoice references a valid Purchase Order number
4. Accounts Payable initiates payment
5. Issuance of warrant

### **C. SALES TAX**

Tangible items are subject to appropriate sales tax for **both California and non-California** vendors. CCUSD is required to pay the appropriate sales tax when applicable. Purchase Orders must have appropriate sales tax rate. The Product Categories in the Purchase Requisition will determine if an item is taxable or non-taxable. The tax rate will be determined based on the shipping location selected on the Purchase Requisition/ Purchase Order.

### **D. VENDOR EVALUATION**

It is important that the District only deals with quality vendors. Please reach out to the Purchasing Department for a copy of the preferred vendor list.

## **CHAPTER 7 – AUDITING AND COMPLIANCE OF INTERNAL CONTROLS**

The Purchasing Department will conduct self-audits of all policies and procedures contained herein to ensure compliance with this manual. Therefore, all transactions, acquisitions, competitive process and contracts will be subject to auditing.

All documents are subject to review by the Purchasing Department, as well as State and Federal auditors. Access shall be granted to all records, documents, etc. Documentation shall be retained within BEST, the current system of record.

## **CHAPTER 8 – END OF YEAR PROCEDURES**

It is critical that transactions which are to be posted to the current fiscal year have an Approved Status by the dates indicated below.

## **A. BEST CUT-OFF DATES**

Cut-off dates applicable to BEST transactions are listed at the LACOE/BEST website, and are available through the Purchasing Department. These dates were developed to provide schools with as much time as possible to expend their funds in the fiscal year.

Please reach out to the Purchasing Department at (310) 842-4220, ext.: 4357. Or, to learn of the BEST Cut-off Dates as they become available, please visit the Purchasing Department's website at the following link:

[https://www.ccusd.org/apps/pages/index.jsp?uREC\\_ID=4390642&type=d&pREC\\_ID=2603346](https://www.ccusd.org/apps/pages/index.jsp?uREC_ID=4390642&type=d&pREC_ID=2603346)

## **B. ADVANCE YEAR ORDERS**

Advance year orders are generally not allowed in BEST. Purchase Orders encumber funds from the current fiscal year. Open Purchase Orders that carry over into the next fiscal year encumber funds from the new fiscal year.

## **C. GOODS RECEIPTS**

Schools and offices are required to acknowledge receipt of goods and services by signing the Receiving Copy and returning it to Purchasing. Schools and offices should not submit the signed copies of Purchase Orders as a "receiver document" for items or services delivered and received.

To ensure that fiscal year expenditures are charged appropriately, the Purchasing Department requires that all Receiving Copies be signed and transmitted to Purchasing no later than 4:30 p.m. on the last business day in June.

## **CHAPTER 9 – EMPLOYEE REIMBURSEMENT & TRAVEL POLICIES FOR ALL SITES**

Preapproval is required for all reimbursable expenses over \$100 dollars, and for all conferences attended wherein a travel expense claim would be submitted to cover out of pocket expenses. You must include your preapproved "Request for Conference/Meeting/Visitation/School Business Travel" request form with your "Travel Expense Claim" form. All requests for travel must be pre-approved in advance, per District Policy Numbers 4113, 4233 & 4333. Prior approval by the CCUSD Board of Directors is required for all out-of-state travel. Please submit your requests in writing by using the appropriate documents listed below.

### **Travel Freezes**

Freezes on Travel may periodically be imposed due to unforeseen circumstances (e.g., COVID-19).

## **A. TRAVEL AND CONFERENCE POLICIES & PROCEDURES FOR ALL SITES**

### **Step I – Complete the “Request for Conference/Meeting/Travel” form**

1. The completed “Request for Conference/Meeting/Travel” form should be signed by the school site Principal/Supervisor no less than 10 calendar days prior to the date of travel.
2. Once signed, the request form should be sent to the Assistant Superintendent of Educational Services office for signature through district mail.
3. If a substitute is required, a separate budget account string is required.
4. If the request for conference/meeting/travel involves a cost, a purchase requisition is required along with the completed registration form.
6. A copy of the pre-approved “Request for Conference/Meeting/Travel” form must be attached to the reimbursement request and / or purchase requisition.
7. Please note that these policies outlined above also pertain to all “virtual” conferences.

***Each school site should have this form available***

### **Step II – Complete the “Travel Expense Claim Form”**

1. Claims must be submitted within 15 days after return from conference/meeting/travel to the district office.
2. Claim form must be signed by the claimant, supervisor and appropriate Assistant Superintendent.
3. The appropriate Assistant Superintendent will forward the copies to the accounting office for processing.
4. The claimant will receive their completed copy with reimbursement.

## **B. TRAVEL CLAIM FORM INSTRUCTIONS**

Reimbursement for meals is only allowed when an overnight stay is required for the conference, workshop, etc. that is attended.

The maximum daily reimbursement for meals is \$40 dollars. There is no longer a maximum broken down by breakfast, lunch and dinner. Alcohol is not a reimbursable expense. Please make sure it is not included in your requested amount. In addition, you will not be reimbursed for a tip amount in excess of 20%.

Original itemized receipts are required for all purchases. Purchases lacking itemized receipts will not be reimbursed.

You must include a Google Maps, MapQuest, etc. printout verifying mileage for reimbursement. The starting

point for your mileage calculation is your school-site or department address. Effective January 1, 2026 the effective mileage rate is 72.5 cents per mile.

Preapproval is required for all conferences attended wherein a travel expense claim would be submitted to cover out of pocket expenses. You must include your preapproved “Request for Conference/Meeting/Visitation/School Business Travel” request form with your “Travel Expense Claim” form.

Hotel room upgrades, late check-out fees, flight upgrades, early bird check-in, etc. are not eligible reimbursable expenses.

Hotel stay is not allowed when a conference is located within 65 miles from the district office.

### **C. EMPLOYEE REIMBURSEMENT INSTRUCTIONS**

For auditing purposes, you must use the Purchase Order system for purchases. The employee reimbursement process should be used for emergencies only or when a Purchase Order is not an option.

Please note that our Board Policy stipulates that employee reimbursement requests totaling over \$100 dollars must have the prior approval of the Assistant Superintendent of Business Services, and preapproval must be obtained in writing prior to the actual purchase being made.

You may request pre-approval by sending an email in advance of the purchase to [santharajiv@ccusd.org](mailto:santharajiv@ccusd.org), stating the items to be purchased, the funding source, and the total purchase price including sales tax, etc. A copy of this approval in writing is required with your request for reimbursement. Items purchased totaling more than \$100 dollars that do not have the required pre-approval in writing will not be reimbursed.

Additionally, items purchased online must be shipped to your school site or department address. Items shipped to your home address or to an Amazon locker will not be reimbursed.

Original itemized receipts are required for all purchases. Purchases lacking itemized receipts will not be reimbursed.

You will not be reimbursed for the purchase of any type of gift card as it is considered a gift of public funds.

<b>TRAVELER</b>	<b>WITH REIMBURSEMENT (REQUIREMENTS)</b>	<b>NO REIMBURSEMENT (REQUIREMENTS)</b>	<b>APPROVAL NEEDED BY:</b>
Employee attending a conference at a non-District location	BEST ENTRY	BEST ENTRY	<ul style="list-style-type: none"> <li>✓ Principal</li> <li>✓ Assistant Superintendent</li> <li>✓ Superintendent</li> </ul>
Employee attending a conference at a non-District location. Out of state travel requires approval from CCUSD Board of Directors	BEST ENTRY/ CCUSD Board of Director's approval (out of state travel)	BEST ENTRY/ CCUSD Board of Director's approval (out of state travel)	<ul style="list-style-type: none"> <li>✓ Principal</li> <li>✓ Assistant Superintendent</li> <li>✓ CCUSD Board of Directors (out of state travel)</li> </ul>
Employee attending a conference at a District location	BEST ENTRY (If mileage is the only reimbursement, submit a Travel Expense Claim form)	N/A or No Action needed	<ul style="list-style-type: none"> <li>✓ Principal</li> <li>✓ Assistant Superintendent</li> </ul>
Employee acting as Chaperone on District Approved Field Trip (in state)	BEST ENTRY	BEST ENTRY	<ul style="list-style-type: none"> <li>✓ Principal</li> <li>✓ Assistant Superintendent</li> </ul>
Employee acting as Chaperone on District Approved Field Trip (out of state)	BEST ENTRY/ Superintendent's approval	BEST ENTRY	<ul style="list-style-type: none"> <li>✓ Principal</li> <li>✓ Assistant Superintendent</li> <li>✓ CCUSD Board of Directors</li> </ul>
Employee viewing a webinar	N/A or No Action needed	N/A or No Action needed	<ul style="list-style-type: none"> <li>✓ Principal</li> </ul>
Parent attending a conference	Parents are not eligible for reimbursement	Parents are not eligible for reimbursement	<ul style="list-style-type: none"> <li>✓ N/A</li> </ul>

## **CHAPTER 10 – SURPLUS PROPERTY & RECYCLING**

The Maintenance Department offers services for the pick-up and transfer of material and equipment between District sites and the warehouse. Please note that any planned disposal of equipment must first go to the Board for approval as an agenda item. Please reach out to the Purchasing Department for assistance with your request.

### **Redistribution of Surplus and Recyclable Materials to Schools or Offices**

If you are the benefactor of surplus materials and equipment, the best thing to do is to redistribute these goods amongst the District school-sites and offices. Anytime that a District location can find use for surplus materials, they are likely saving money by not purchasing similar goods and equipment. Because of this, every attempt should be made to determine if the safety, quality, and usability of surplus materials is high enough to permit these items to be used. Only high-quality items will be considered, held and staged for possible selection and redistribution to District sites. Potential items for redistribution are first and foremost inspected for safety and usability. If the items appear safe and are able to function as intended, then a quality judgment is assessed. If the items appear to be of relatively good quality as well, please contact the Purchasing Department for help with potential redistribution. Electronic equipment, such as, but not limited to televisions, printers, laptops, computer towers, monitors, chrome books, and iPads, are also available for repurposing. Please contact the IT department for more information about technology items.

## **CHAPTER 11 – TEXTBOOKS, LIBRARY BOOKS AND INSTRUCTIONAL MATERIALS**

### **A. EXEMPTION FROM COMPETITION**

Textbooks, library books, educational films, audio-visual materials, test materials, workbooks, instructional computer software packages, or periodicals in any amount needed for the operation of the schools of the District may be procured without taking estimates or advertising for bids (Public Contract Code §20118.3).

### **B. POLICIES AND PROCEDURES**

The Office of Educational Services establishes policies and procedures related to all requirements for textbooks, library books and instructional materials. The California Department of Education summary document, prepared by the Curriculum Frameworks and Instructional Resources Division, entitled, [\*Instructional Materials in California An Overview of Standards, Curriculum Frameworks, and Instructional Materials Adoptions\*](#), July 2020, provides guidance on the following topics: 1) CA Content Standards, Curriculum Frameworks, and Instructional Material Adoptions, 2) Social Content Review, 3) Learning Resource Display Centers, 4) District ordering instructions, and 5) Website Information for further guidance. Furthermore, CDE document, [\*Guidance for Local Instructional Materials Adoptions\*](#), dated March 2024, provides guidance to local educational agencies in the development and implementation of legally compliant textbook policies and procedures, as well as in evaluating and selecting instructional materials. Additional support is available at [Instructional Materials FAQ](#).

## **C. ORDERING PROCEDURES**

Similar to ordering any goods or services, the ordering of textbooks, library books and instruction materials begin with the entering of a purchase requisition in BEST, which is then routed to the purchasing department for processing.

Guidance for ordering textbooks utilizing State textbook funding is available at [Instructional Materials Adoptions](#).

### **CHAPTER 12 – PROCUREMENT DO’S AND DON’TS**

Below are 11 “Do’s and Don’ts” to provide guidance in certain situations. The Do’s and Don’ts are also included in areas of the Manual to reinforce their importance to particular situations. The notations, DD-1, DD-2, etc., which appear on section headers throughout the Manual refer to the Do’s and Don’ts in this chapter.

#### **Procurement Do’s and Don’ts**

##### **DD-1 After the Fact Contracts**

DO submit your contract request in sufficient time to allow processing of your request and development of the competitive solicitation and contract, or justification of single source and contract. A minimum of 15 business days is recommended for Single Source procurements. If prior approval by the Board of Education is required for a Single Source contract, a minimum of 40 business days is recommended. Call Procurement for time estimates where the process will be competitive.

DON’T create an “After the Fact” contract. Don’t authorize a contractor to commence services or ship products unless a valid, fully executed contract or Purchase Order has already been established by Procurement.

Please refer to the Inter-Office Correspondence from Michelle King, *Prohibition Against After-the-Contracts*, March 9, 2012. There is no longer any “grace period” available. Contractors who provide services or goods without a fully executed contract or Purchase Order will not be paid.

##### **DD-2 Funding**

DO ensure that contract funding is in place or that the CCUSD Budget Office has certified via Memorandum that the contract funding will be available in the BEST system in sufficient time to meet the payment obligations of the contract. Federal “Anti-Deficiency” law requires that contracting officers not enter into contracts unless they can be fully funded.

DON’T submit contract requests without having “Approved” status Purchase Requisitions or funding lines that do not have enough money to cover the complete payment obligations of the contract (or for at least the first year of contract performance, in the case of a multi-year contract request). Processing of your contract request will be delayed until Procurement can confirm funding in the BEST System.

##### **DD-3 Issuing a contract**

DO check with Procurement if a vendor asks you to sign a contract.

DON'T sign a contract with a vendor. School Principals, Heads of Organizations and Senior Staff do not have vendors' contract signing authority. It is a matter of District policy and of public law that only the governing board of a school district may issue contracts. At CCUSD, the Board of Education has delegated the contracting authority to the Superintendent, who in turn has sub-delegated that authority to the Assistant Superintendent of Business Services. No school or office has contracting authority, except by specific sub-delegation via the above channel.

“Fully executed”, for this purpose means that the contract or Purchase Order must carry the signature of a duly delegated contracting official of Procurement, except where a low-dollar Purchase Order may be issued by a school or office, or where a Master Services Agreement authorizes the school or office to issue a Task/Work Order accompanied by a Purchase Order.

#### **DD-4 Outsourcing**

DO read Education Code section 45103.1 (Senate Bill 1419, Alarcon). The Education code addresses the outsourcing of services currently or customarily performed by classified school employees.

DON'T submit a Request for Procurement Action (RFS) for services currently or customarily performed by classified school employees, unless ALL of the Ed Code 45103.1 criteria for doing so have been met, and you accompany your RFS with documentation showing that you have met all of those criteria.

#### **DD-5 Required RFS Signatures**

DO obtain the signatures required on the RFS in Section 2.E, “Required Approvals.”

DON'T submit the RFS to Procurement without the required RFS signatures. Processing of your contract request will be delayed until Procurement has received a fully authorized RFS.

#### **DD-6 Purchase Requisitions**

DO obtain the correct funding line information from your school or office's financial person.

DON'T send a Purchase Requisition to a contractor. A Purchase Requisition is not a contract and a Purchase Requisition is not a Purchase Order.

#### **DD-7 Statement of Work for Professional Services**

DO attach a Statement of Work to your RFS for Professional Services. You have the right to make your requirements known. The heart of a professional services contract is the Statement of Work.

DON'T use the contractor's proposal as your Statement of Work. The RFS is a request for what YOU want, and not what the contractor wants.

#### **DD-8 Grant Funded Contract Requests**

DO check with Procurement prior to applying for a grant, to see what competitive processes can

be started or planned in the early stages.

DON'T let a contractor write him/herself into the grant application, whenever possible. The service and price that you get may not be of good value.

### **DD-9 Competition**

DO recognize that the money spent using contracts and Purchase Orders belongs to the public, and that competition is required by Board policy and by the California Public Contract Code Section 100, to ensure full compliance with competitive bidding statutes as a means of protecting the public from misuse of public funds; to provide all qualified bidders with a fair opportunity to enter the bidding process, thereby stimulating competition in a manner conducive to sound fiscal practices; to eliminate favoritism, fraud, and corruption in the awarding of public contracts. See section E.2 of this Manual for application of school/office process when the contract amount is not greater than the State Bid Threshold.

DON'T submit an RFS with a Single Source Justification, if competition can be obtained. Check with Procurement before attempting to write a Single Source Justification. Within certain dollar ranges, you can conduct your own informal competitive process, and you can also request Procurement to issue a competitive solicitation at the higher dollar amounts.

### **DD-10 Bid Splitting**

DO recognize that according to the California Public Contract Code, "It shall be unlawful to split or separate into smaller work orders or projects any work, project, service, or purchase for the purpose of evading the provisions of this article requiring contracting after competitive bidding."

DON'T issue multiple contract requests (or low-dollar Purchase Orders) for smaller sections of your total requirement to avoid going through the competitive process, or to avoid obtaining the required District or Board approvals.

### **DD-11 Rebates, Premiums, Incentives, and Kickbacks**

DO contact Procurement for advice if a vendor offers or suggests that you or your school accept something of value that is not part of the official offer.

DON'T accept any "kickback" from a vendor (personal favor, gift, gratuity or offer of entertainment). Don't accept premiums, rebates or incentives for your school or office, unless they are clearly defined in the offer.

## **ATTACHMENTS**

Culver City USD - Consultant & Professional Services Agreement (2024)(4258642.1)

Culver City USD - Technology Services Contract

Culver City USD - Short Term Site Services Agreement (2024)(4258635.1)

Culver City USD - Independent Contractor Agreement (2024)(4258271.1)