

**GARDNER VALLEY SCHOOL
POLICY FOR CONTRACTS AND PROCUREMENT**

I. Authority

1.1 Gardner Valley School (“School”) is a Colorado Non-Profit Corporation, registered with the Secretary of State on September 3, 2019. The Corporation is operated exclusively for charitable and educational purposes. The specific educational purpose of the Corporation is to operate the School and carry out all privileges and duties of a Colorado public school.

1.2 Huerfano RE-1 School District and the Gardner Valley School entered into a contract (Charter Contract) effective October 28, 2019 to June 30, 2025, affording the School the authority to operate a Colorado charter school for grades pre-school through eighth grade.

1.3 Section 4.6 of the Charter Contract affords the School to contract with third parties for to provide operational and administrative services and to procure equipment, supplies and materials. For purposes of this policy, all third party providers of services, equipment and materials are “contractors.” The School will comply with applicable state and federal laws and best practices.

II. Purpose

2.1 The School has adopted this policy to ensure compliance with all federal, state and local laws.

2.2 The School has adopted this policy to ensure fair and transparent use of public funds.

III. General Procurement Standards

3.1 The School must exercise oversight to ensure that all contractors perform in accordance with terms, conditions and specifications of their contracts or purchase orders.

3.2 The School has adopted a conflicts of interest policy that governs the conduct of School employees and Charter Board members regarding the selection, award and administration of contracts.

3.3 No School employee or Charter Board member or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, board member or any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

3.4 The School shall avoid acquisition of unnecessary or duplicative items. Where appropriate, the School will consider consolidating or breaking out procurements and consider whether lease or sharing agreements will foster economy.

3.5. Where reasonably available and beneficial, the School will enter into state and local intergovernmental agreements for procurement and use of shared goods and services.

3.6 The School will consider the use of Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

3.7 The School will consider the use of value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions.

3.8 The School shall award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. The School will consider factors such as contractor integrity, compliance with public policy, record of past performance and financial and technical resources.

3.9 The School shall ensure that the contractor is not suspended or disbarred from doing business with the federal government. The School will document its clearance in the procurement file. The School may utilize www.sam.gov for its clearance.

3.10 The School shall maintain records of the history of procurement, such as the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

3.11 The School will use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. The School exercise a higher degree of oversight on such contract to ensure efficient methods and effective cost controls.

3.12 The School will utilize sound administrative practices and business judgment to settle all contractual issues arising out of procurement.

IV. PROCUREMENT LEVELS

4.1 The School shall utilize procedures applicable to the size of the procurement.

4.2 The School may utilize *procurement by micro-purchase* where the dollar amount of the procurement does not exceed the micro-purchase threshold (2 CFR §200.67 Micro-purchase). The School may utilize micro-purchases without soliciting competitive quotations if the School deems the price to be reasonable.

4.3 The School shall employ *procurement by small purchase procedures*, where the cost of procurements do not exceed the Simplified Acquisition Threshold. For procurement by small purchase procedures, the School must obtain and document price quotes from an adequate number of qualified sources, at least two.

4.4. The School shall utilize *sealed bids and formal advertising for procurements that exceed the Simplified Acquisition Threshold*. The School must publicly solicit bids and fixed price contracts (lump sum or unit price) and shall award to the responsible bidder whose bid, conforming with all the material terms and conditions in the invitation for bids, is the lowest in price.

4.4.1 The School must advertise the bid opportunity and provide sufficient response time.

4.4.2 The invitation for bids will include sufficient terms, requirements and specifications to allow a bidder to properly respond.

4.4.3 The School will publicly open bids at the time and place prescribed in the invitation for bids,

4.4.4 The School shall offer in writing a fixed price contract award to the lowest responsive and responsible bidder.

4.4.5 Any or all bids may be rejected if for a sound documented reason.

V. COMPETITION

5.1 The School shall promote full and open competition in all procurement transactions.

5.2 The School shall not engage in anti-competitive practices as follows:

5.2.1 Permitting contractors to bid on procurements where they have participated in developing bid packages or requests for proposals;

5.2.2 Placing unreasonable requirements on firms in order for them to qualify to do business;

5.5.3 Requiring unnecessary experience and excessive bonding;

5.5.5 Permitting noncompetitive pricing practices between firms or between affiliated companies;

5.5.6 Granting noncompetitive contracts to consultants that are on retainer contracts;

5.5.7 Tolerating organizational conflicts of interest;

5.5.8 Specifying only a “brand name” product instead of allowing “an equal” product to be offered;

5.5.9 Engaging in any arbitrary action in the procurement process.

5.3 The School may not require geographical preferences in the evaluation of bids or proposals except where applicable Federal statutes encourage geographic preference or where geographic location is preferable in a construction project and an appropriate number of qualified firms are available to compete.

5.4 The School’s procedures for procurement transactions must meet the following standards.

5.4.1 All solicitations shall provide clear and accurate description of the product or service requirements;

5.4.2 Solicitations shall not unduly restrict competition;

5.4.3 Solicitations will describe minimum essential characteristics necessary;

5.4.4 A “brand name or equivalent” description may define salient requirements of procurement but the offer must indicate that the brand name requirement may be met by others.

5.4.5 Solicitations shall identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

5.5 The School shall ensure that all prequalified lists of persons, firms, or products used to acquire goods and services are current and include enough qualified sources to ensure maximum open competition and permit potential bidders to qualify during the solicitation period.

5.6 The School shall take affirmative steps to contract with minority businesses, women's business enterprises, and labor surplus area firms when possible.

5.7 Affirmative steps to include minority, women’s and labor surplus firms shall include the following actions:

5.7.1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

5.7.2 Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

5.7.3 When economically feasible dividing procurements into smaller tasks or quantities to permit maximum participation by small, minority and women’s businesses.

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

VI. TRANSPARENCY

6.1 The School acknowledges that laws of Colorado and the United States govern requirements to make available upon request pre-procurement documents, such as requests for proposals, to those government entities and to the Huerfano RE-1 School District when the School solicits contracts that exceed the Simplified Acquisition Threshold.

6.2 At the date of adopting this policy, the School does not anticipate soliciting any contracts that exceed the Simplified Acquisition Threshold. The School reserves Subsection 6.3 for its policies regarding disclosure should the School solicit contracts in excess of the Simplified Acquisition Threshold.

6.3 [Reserved]

Adopted: 05/19/2021