

3300 PURCHASING

I. PURPOSE AND PHILOSOPHY

The purpose of this policy is to establish a fair, transparent, and legally compliant framework for the procurement of goods, services, and construction by the District. The District recognizes that all procurement activities involve the expenditure of public funds and must therefore be conducted with the highest standards of integrity, accountability, and stewardship. It is the philosophy of the District to promote open and fair competition, obtain the best overall value for taxpayers, and ensure that purchasing decisions support the District's educational mission. All procurement and purchasing processes shall be conducted in a manner that is efficient, ethical, and consistent, while complying with requirements of the Utah Procurement Code (Utah Code Ann. § 63G-6a-101, et seq.) and the Utah Procurement Rules (Utah Admin. Code, R33).

II. POLICY

An officer or employee of Weber School District may not make a purchase or incur indebtedness on behalf of the District without the approval and order of the Weber School District Board. The Board shall adopt one of the following approval methods, or a combination of the two:

- A. The Board shall approve an appropriation for identified purchases in the District budget. Each purchase made under an identified purchase does not require additional Board approval.
- B. The Board shall approve individual purchases as made throughout the fiscal year.¹

III. DEFINITIONS

- A. "Annual cumulative threshold" means the maximum total amount that the District may expend to obtain procurement items as a small purchase from the same source in a single year.
- B. "Award" means the identification and selection of a vendor who may, upon satisfying the District's due diligence inquiry, contract with the District as the result of a standard procurement process or permitted exception.
 - 1. An award of a procurement contract under Utah Code Ann. §63G-6a-1201.5:
 - i. is not an offer or an acceptance of a bid, proposal, estimate, quote, or an offer; and
 - ii. does not create a contract.
- C. "Contract" means an agreement for a procurement.
- D. "Grant" means an expenditure of public funds or other assistance, or an agreement to expend public funds or other assistance, for a public purpose authorized by law, without acquiring a procurement item in exchange.

¹ Utah Code Ann. §53G-4-405 (2019)

- E. "Individual procurement item threshold" means the maximum amount that the District may purchase a procurement item as a small purchase.
- F. "Procurement" means acquisition of a "procurement item" through an expenditure of public funds, or an agreement to expend public funds.
- G. "Procurement item" includes an item of personal property, a technology, a service, or a construction project.
- H. "Procurement Official" means the Weber School District Board of Education or the Board's designee.
- I. "Purchasing Agent" means an employee designated by the Procurement Official or District to manage, oversee, and execute the day-to-day procurement operations of the District, including negotiating sole-source procurements, maintaining vendor files, issuing public notices, and ensuring all purchasing procedures comply with this policy, the Utah Procurement Code, and the Utah Procurement Rules.
- J. "Standard procurement process" means:
 - 1. the bidding process;
 - 2. the request for proposals process;
 - 3. the approved vendor list process;
 - 4. the small purchase process; or
 - 5. the design professional procurement process.
- H. "Single procurement aggregate threshold" means the maximum total amount that the District may expend to obtain multiple procurement items from one source at one time as small purchases.
- I. "Sole-source" refers to the procurement where the item or items are reasonably available from only one supplier or where the substitute items are not acceptable. Reasons to classify a purchase as sole-source could be due to the need for repair or replacement parts, supplementary components of the same manufacturer, physical design or quality requirements, and/or delivery requirements.
- J. "Qualified Vendor" means a person who:
 - 1. is responsible; and
 - 2. submits a responsive statement of qualifications under Utah Code §63G-6a-410 that meets the minimum mandatory requirements, evaluation criteria, and any applicable score thresholds set forth in the request for statement of qualifications.
- K. "Vendor" means a person who is seeking to enter a contract with a procurement unit to provide a procurement item; and
 - 1. includes a bidder, an offeror, an approved vendor, a design professional, and a person who submits an unsolicited proposal under Utah Code §63G-6a-712.

IV. AUTHORITY

- A. The Procurement Official has authority to:
 - 1. manage and supervise any procurement to ensure, to the extent practicable, that taxpayers receive the best value;
 - 2. prepare and issue standard specifications for procurement items; and
 - 3. review contracts, coordinate contract compliance, conduct contract audits, and approve change orders.
- B. The Procurement Official may delegate the Official's duties and authorities to an employee of the District as the Official determines appropriate. In accordance with this policy, the Procurement Official designates certain employees authority over executing contracts as described in section VI.B.
- C. The Superintendent and the Purchasing Agent shall develop procedures outlining the purchase of goods and services in accordance with the policies of the Board of Education and in the best interest of the educational program of the District. These procedures will comply with the Utah Procurement Code B Section 63-56 et.seq Utah Code Annotated and Title R33 et.seq Utah Administrative Rules.
- D. In all procurement activities, members of the Board shall consider the interest of the school system and the betterment of its educational programs.
- E. The District shall endeavor to obtain the greatest value of every tax dollar expended.
- F. All contracts under this policy require review and approval by the District's legal counsel.

V. PROCUREMENT PROCESS

- A. The Utah Procurement Code, Title 63G, Chapter 6a, of the Utah Code, along with the corresponding Utah Procurement Rules, R33-1 through 26, are a complex and comprehensive set of requirements and procedures for the expenditure of public funds. They are briefly summarized and referenced here to guide employees who make purchases. District employees shall contact the Purchasing Department with questions about making purchases in compliance with the Procurement Code and Rules.
- B. General
 - 1. Quantity Purchasing - Whenever possible, goods and services will be purchased in quantities which will result in obtaining discount prices.
 - 2. Local Purchasing - Where price, quality and service are equal, preference will be given in awarding of bids or contracts to firms and individuals which maintain a place of business within the boundaries of the Weber School District.
 - 3. Requisitions - Properly authorized and approved requisitions shall be the only basis for initiating purchasing procedures that are not within the scope of contracts or provided by utilities.

4. Quality Purchasing - All equipment supplies, and related services shall be of quality and design which will provide a maximum of service with a minimum of maintenance.
5. State contracts - Supplies, equipment, services and construction items available under state contracts may be purchased when it is determined to be in the best interest of the District.

C. Sole Source Procurement

1. Shall be used only if goods or services are reasonably available from a single supplier. A requirement for a particular proprietary item does not justify a sole source procurement if there is more than one potential bidder or offeror for that item.
 - i. Any request that the procurement be restricted to one potential contractor or vendor shall be made to the Purchasing Department and accompanied by an explanation to why no other will be suitable or acceptable to meet the need. Competition shall be solicited through public advertisement. The Purchasing Agent shall make the determination as to whether the procurement shall be made as a sole source and shall conduct negotiations as appropriate, as to price, delivery and terms.

D. Formal Bid Process

1. Specification Development
 - i. Specification for formal bidding shall be drafted by the school department, appropriate director, or supervisor and submitted to the Purchasing Department.
 - ii. Specification shall be drafted following the Utah Procurement Code with the objective of clearly describing the requirements and encouraging competition.
2. Bid Files
 - i. Pre-Qualified Vendors
 - a. The Purchasing Department shall maintain a list of pre-qualified vendors for the various categories of products and services purchased by the District. This list shall incorporate those who request to receive bids as well as those added through the Purchasing Department's effort to solicit all available sources.
 - b. All schools or departments should refer prospective vendors to the Purchasing Department for inclusion in the bidder file.
 - ii. Pending Bid File
 - a. A file shall be maintained in the Purchasing Department of all "Invitations to Bid" currently pending.
 - iii. Completed Bid File

- a. After the opening of bids, they become public information. A file shall be maintained retaining the bids, bid comparison sheets, other submittals, and rationale in award. These bids shall be made available for the public for a period of ninety (90) days after which time they will be archived for five (5) years.

E. Disposal of District Tangible Property

1. Under this section, the term “property” means all tangible assets such as equipment, materials, supplies, furniture, textbooks, etc. The “property” specifically excludes real property (land) holdings. Disposal of all obsolete equipment and furniture shall be made in compliance with the Utah Procurement Code and Weber School District established policies and procedures.
 - i. No District employee shall transfer, sell or trade in any property owned by the District without authorization of the Purchasing Department.
 - ii. Insofar as feasible and practical, the Purchasing Department will transfer surplus property between schools. Transfer may also be made directly to other units of government, provided the property will be exclusively owned and used by one or more such units. The price of the property transferred to other units of government shall be transferred at the fair market price based, where possible, on previous sales of similar products in the open market and shall be one mutually agreed upon.
 - iii. Surplus property shall be offered to the general public through competitive sealed bids, public sales, public auctions or on-site sales. On site sales shall have the approval of and will be held under the direction of the Purchasing Department. Sales shall be publicly advertised and follow the Utah State Procurement Code and Weber School District Procurement Policy.
 - iv. Surplus property may be traded when the Purchasing Department determines the trade in value is expected to exceed the value estimated to be obtained through the sale of such property.
 - v. A proper record of transactions of all sales must be maintained by the District Purchasing Department for auditing purposes.

F. Exclusions

1. The District’s procurement policy and regulations do not apply to:
 - i. The acquisition or disposition of real property or an interest in real property, including a lease of real property.
 - ii. Employment contracts or collective bargaining agreements
 - iii. The District’s acquisition of a procurement item from another public entity.
 - iv. Procurement according to the requirements of the source of the funds (for example, conditions of a gift or bequest).
 - v. Grants

- vi. Hiring a mediator, arbitrator, or arbitration panel member to participate in the District's dispute resolution efforts
- vii. Expenditure of funds administered under the Percent-for-Art Program

VI. PROCUREMENT LIMITS

- A. All contracts under this policy require approval from the District's legal counsel. In addition to approval from legal counsel, contracts shall be reviewed and executed by the appropriate District employee, using the procurement limits set forth below.
- B. The Procurement Official, or designee, assigns the following District employees to execute contracts on behalf of Weber School District:
 - 1. Administrators - single-year contracts for purchases no more than \$5,000;
 - 2. Directors - single-year contracts for purchases between \$5,001 and \$25,000;
 - 3. Business Administrators - contracts for purchases between \$25,001 and \$50,000; and
 - 4. Board President - contracts for purchases over \$50,000.
- C. Except as otherwise provided in this policy, procurement of individual items is based on the following dollar amounts.
 - 1. Small purchase – non-construction
 - i. Purchase limits: Purchases up to one thousand dollars (\$1,000) may be made by schools or departments without seeking competitive quotes or the involvement of the Purchasing Department.
 - a. Individual line item procurement threshold: \$1,000
 - b. Single procurement aggregate threshold: \$5,000
 - ~~c. Annual Cumulative (per vendor) threshold: \$50,000~~
 - ii. Purchase of line items costing over one thousand dollars (\$1,000) and less than five thousand dollars (\$5,000).
 - a. Obtain two (2) oral or written competitive quotations **prior to the purchase**; and
 - b. Maintain a record of quotes for five (5) years to include the following:

1. name of company invited to quote;
 2. name of person making the quote on behalf of the company;
 3. date quote was obtained; **and**
 4. price; **and**
 5. ~~use of the "Telephone Quote Form" to record the above information.~~
- iii. Purchase of line items costing over five thousand dollars (\$5,000) and less than fifty thousand dollars (\$50,000).
- a. Obtain three (3) written competitive quotations **prior to the purchase**;
 - b. ~~Use "Written Quotation" form;~~
 - c. Maintain documentation of quotation for five (5) years; OR
 - d. Submit specifications to the District Purchasing Department for written quotations.
2. Purchase of vehicles
- i. All vehicle purchases require Board approval.
3. Purchase of items costing over fifty thousand dollars (\$50,000) shall be formally bid using the process described in section V.D. **above**.
- i. Specifications shall be submitted to the Purchasing Department.
 - ii. All purchases in excess of fifty thousand dollars (\$50,000) shall be formally bid in accordance with the Utah Procurement Code. Those purchases in excess of \$50,000 shall be formally bid with public notice given in accordance with the Utah Procurement Code and District Policies and Procedures. All solicitations and advertisements to bid shall be issued from the Purchasing Department. The Purchasing Department shall coordinate the receipt opening review and award of all bids.
 - iii. Purchases under this section require ~~Board approval~~ **from the Board President, as stated under section VI.B. above**.
4. Construction in Schools
- i. Any and all construction performed within the District must be approved by the Executive **Director of Facilities and Operations** ~~Assistant Superintendent of Schools~~ responsible for Building and Grounds before work is started.
 - ii. All procurement of construction projects shall comply with the requirements set forth in Utah Admin. Code R33-13.
 - iii. Construction projects up to one hundred thousand dollars (\$100,000) must follow the requirements set forth in Utah Admin. Code R33-5-106.

- iv. Construction projects up to two million five hundred thousand dollars (\$2,500,000) using an approved vendor list must follow the requirements set forth in Utah Admin. Code R33-5-106.5.

VII. RETENTION OF PROCUREMENT RECORDS

- A. The District shall retain and dispose of all procurement records in accordance with the Utah Government Records Access and Management Act ("GRAMA") and WSD Policy 6800 - Utah Government Records Access and Management Act (GRAMA).
- B. The District's official contract file relating to each procurement shall include all written determinations required by the District's procurement policies, the rules of the Utah Procurement Policy Board, or the Utah Procurement Code.
- C. For all procurements on which \$100 or more is expended, the District shall keep written records for the longer of: six (6) years, the time otherwise required by law, or the time provided for in rules made by the Board. These written records shall be made available to the public upon request. These written records shall include:
 - 1. the name of the provider from whom the procurement was made;
 - 2. a description of the procurement item;
 - 3. the date of the procurement; and
 - 4. the expenditure made for the procurement.²

VIII. PURCHASING CARDS

- A. The Weber School District Purchasing Card Program was established to provide a more efficient cost effective method of purchasing and payment for small dollar transactions. All cards shall be issued per the Utah Procurement Code and District policies and procedures.
 - 1. Application for a Purchasing Card must be made through the Purchasing Department. The approval of the Site Supervisor, Site Administrator and the Program Administrator are required for the issue of any card. All prospective card holders will attend a training session and sign the Purchasing Card Agreement prior to receiving a Card. Card usage shall be audited on an ongoing basis by the Purchasing Department and on an annual basis by the District's Financial Auditors to ensure proper controls and procedures are followed.
 - 2. Record keeping is critical. District Finance and Purchasing Policies require retention of receipts, competitive price quotations, etc. Each department or location will maintain a copy of their billing statements, with attached documentation for all cardholders in their department or location. The number of Purchasing Cards issued by the Purchasing Department shall be determined and limited by the resources available to effectively administer and manage the cards.

IX. PAYING FOR GOODS AND SERVICES

² Utah Code Ann. §63G-6a-2002 (2020)

- A. Prior to payment for goods and services, all items received as the result of written purchase orders, shall be examined and verified to ensure that the vendor has complied with all terms and conditions which are specified in the purchase order.
- B. Payment for goods and services shall be in accordance with the conditions of the purchase order contract and upon satisfactory evidence that the vendor has delivered the merchandise or that the service has been performed, as stipulated in the purchase order or agreement.
- C. The Board gives approval to the Business Administrator to issue checks for payment of goods and services for items purchased that are within the approved limits of the Weber District Procurement Policy without previous Board approval. All such payments will be itemized and presented each Board Meeting.
- D. Vendor's inquiries and invoices for payment are to be promptly processed by District staff. Procedures for processing vendor payments during the summer months when school staff is reduced will be reviewed periodically by the District office and school staff and changed when needed to provide prompt payment.

X. VOID AND UNENFORCEABLE

- A. A provision of a procurement contract is void and unenforceable if the provision:
 - 1. restricts the state's or the District's protection under Chapter 7, Governmental Immunity Act of Utah, from suit, liability, judgment, or obligation, including an obligation to respond to or defend against any claim;
 - 2. requires the District to indemnify, defend, or hold harmless another person;
 - 3. restricts the District's ability to seek relief in state court;
 - 4. subjects the District to binding arbitration or other form of dispute resolution outside the courts;
 - 5. disallows the District from having legal counsel and representation from:
 - i. legal counsel that the District chooses;
 - ii. the attorney general; or
 - iii. legal counsel chosen by a person that has a contractual obligation to indemnify, defend, or hold harmless the state or the District, subject to the written consent of the state or the District;
 - 6. subjects a procurement contract or a party to the contract to the laws of any jurisdiction other than Utah or requires the parties to resolve a dispute in a jurisdiction or venue other than Utah;
 - 7. restricts the District from making disclosures of information, as required by law or for any legitimate governmental purpose;
 - 8. allows a vendor to unilaterally modify any part of the procurement contract,

including any provision to which the contract contemplates giving legal effect upon the vendor providing notice to the procurement unit of the modification or of the created legal effect; and

9. requires the District to maintain insurance coverage beyond the types and limits required by the state risk manager appointed under Utah Code §63A-4-101.5, or to name an additional insured under that coverage;
10. allows a vendor to automatically renew a procurement contract or that creates a contractual term in violation of the terms permitted under Utah Code § 63G-6a-1204; or
11. limits the liability of a vendor or any third-party for bodily injury, death, or damage to tangible property caused by the negligence or willful misconduct of a vendor, a third-party, or the vendor's or third-party's employees or agents.

XI. PROCUREMENT PROTEST

A. A protest may be filed with the Protest Officer by a person who has standing and who is aggrieved in connection with a procurement or an award of a contract.

1. The Protest Officer for the District is the Procurement Official defined under section III.F.

B. Timing

1. In general, a protest must be filed before the opening of bids (if it relates to bidding) or the solicitation deadline (if it relates to another standard procurement process). If the protest relates to a multiple-stage procurement process, then it must be filed before the closing of the stage which is the subject of the protest.
2. However, these deadlines do not apply if the protestor did not know or have constructive knowledge of the facts giving rise to the protest before the deadline expired. In those cases, the protest must be filed within seven (7) days after the date the person first knew or had constructive knowledge of the facts giving rise to the protest.
3. If the protest does not relate to a standard procurement process, then the protest must be filed within seven (7) days after the date the person first knew or had constructive knowledge of the facts giving rise to the protest.
4. The deadlines for filing a protest may not be modified.
5. A person who fails to timely file a protest under this section may not protest to the Protest Officer a solicitation or award of a contract or file an action or appeal challenging a solicitation or award of a contract before an appeals panel, a court, or any other forum.

C. Contents

1. A person who files a protest under this section shall include in the filing document the protestor's mailing address and email address and a concise statement of the grounds upon which the protest is made. The statement of grounds for the protest must include the relevant facts and evidence leading the protestor to contend that a grievance has occurred, including specifically referencing:

- i. An alleged violation of the Utah Procurement Code;
 - ii. An alleged violation of Utah Administrative Rules Title 33 or other applicable rule;
 - iii. A provision of the solicitation allegedly not being followed;
 - iv. A provision of the solicitation which is alleged to be ambiguous, confusing, contradictory, unduly restrictive, erroneous, anticompetitive, or unlawful;
 - v. An alleged error made by the evaluation committee or the District;
 - vi. An allegation of bias by the evaluation committee or an individual committee member; or
 - vii. A scoring criterion allegedly not being correctly applied or calculated.
2. The “facts” alleged must be specific enough to enable the protest officer to determine, if such facts are proven to be true, whether a legitimate basis for the protest exists.
 3. None of the following qualify as a concise statement of the grounds for a protest:
 - i. claims made after the opening of bids or closing date of proposals that the specifications, terms and conditions, or other elements of a solicitation are ambiguous, confusing, contradictory, unduly restrictive, erroneous, or anticompetitive;
 - ii. vague or unsubstantiated allegations that do not reference specific facts including, but not limited to, vague or unsubstantiated allegations such as that:
 - a. the protestor should have received a higher score or another vendor should have received a lower score;
 - b. a service or product provided by a protestor is better than another vendor’s service or product;
 - c. another vendor cannot provide the procurement item for the price bid or perform the services described in the solicitation;
 - d. the electronic procurement system used by the District was slow, not operating properly, was difficult to understand, could not be accessed or did not allow documents to be downloaded, or did not allow a response to be submitted after the submittal deadline expired;
 - e. the protestor did not receive individual notice of a solicitation or was unaware of the solicitation (where the District has complied with the public notice requirements); or
 - f. District officials, or the evaluation committee, or any committee member acted in a biased or discriminatory manner against the protestor; or
 - iii. a request for:
 - a. a detailed explanation of the thinking and scoring of evaluation committee members, beyond the official justification statement;
 - b. protected information beyond what is provided under the disclosure provisions of the Utah Procurement Code; or

- c. other information, documents, or explanations reasonably deemed to be not in compliance with the Utah Code or this Policy by the protest officer.
- D. Dismissal for non-conforming protest
 1. The Protest Officer may dismiss a protest if the concise statement of the grounds for the protest does not comply with the requirements set forth above.
- E. Effect of timely protest and continuation despite protest or appeal
 1. The District may not proceed further with the solicitation or with the award of the contract while there is a pending protest and until all administrative and judicial remedies relating to the protest are exhausted (such as appeals to the Procurement Policy Board or further appeal to a court). However, the District may proceed with solicitation or award despite a pending protest or further proceeding if the Procurement Official, after consulting with the District's attorney, determines in writing that award of the contract without delay is in the best interest of the District.
- F. Determination of Protest
 1. After a protest is filed, the Protest Officer shall first determine whether the protest is timely and fully complies with the content requirements set forth above. The Protest Officer shall, without holding a hearing, dismiss any protests which are not timely or which do not fully comply with the requirements of Utah Code § 63G-6a-1602.
 2. If the Protest Officer determines that the protest is timely filed and complies with the requirements stated above, the Protest Officer shall follow the process outlined under Utah Code §63G-6a-1603(3)(a) through (c).

XII. PROHIBITED CONDUCT

- A. It is unlawful and a violation of District policy to, with improper intent, knowingly structure a purchase to evade any of the thresholds set out in this section. Such unlawful actions include, but are not limited to, dividing a single procurement into multiple smaller procurements, including by dividing an invoice or purchase order into multiple invoices or purchase orders, if the single procurement would not have qualified as a small purchase and one or more of the multiple smaller procurements qualify as a small purchase.
- B. "Improper intent" means the intent either (a) to avoid having to use a standard procurement process (other than small purchase) that would otherwise be required or (b) to make one or more of the multiple smaller procurements fall under any small purchase threshold (individual item, single purchase aggregate, or annual cumulative).
- C. Caution should be exercised with using purchase cards, and employees should not split purchases with such cards to stay under daily purchase limits on purchase cards or the established purchasing thresholds.
- D. Additional purchases of the same type of item may be necessary if, for example, it is determined after an order is placed or received that an insufficient quantity was ordered or that incorrect sizes were obtained. If additional purchases of the same item are necessary, for these or other reasons, the employee initiating the purchase must provide a written explanation of the purchase and justification as to why it is not

considered splitting a purchase. This written explanation should be retained with the vendor invoice.

E. Purchases made with District funds shall not be made for personal gain or use.

Approved by the Board: August 2025