

Procurement Policy

It is the policy of STEP Academy that only those items and services that are required to perform the mission and/or fill a bona fide need shall be purchased. Procurements are made to realize the best value to the Academy considering quality, performance and price.

STEP Academy adheres to the following objectives in all procurements:

- Procurements will be completely impartial based strictly on the merits of supplier and contractor proposals and applicable related considerations such as delivery, quantity, etc.
- All purchases will be made in the best interests of the Academy and its funding sources.
- Quality supplies/services needed for delivery at the time and place required will be acquired.
- Responsible and dependable sources of supply will be preferred.
- Maximum value for all expenditures will be obtained.
- Fair and impartial relations with all vendors will be maintained prior to the award.
- Conflicts of interest or even the appearance of a conflict of interest in the supplier relationships will be avoided.

Purchases below \$5,000 are deemed to be minimal purchases. Purchases at or above \$5,000 and below \$100,000 are deemed to be small purchases. Purchases at or above \$100,000 are deemed to be large purchases.

Minimal purchases will be handled in a practical and competitive manner so as to maximize the value from the purchase and the efficiency of the purchase process. Multiple prices will be solicited to determine the best value, however documentation of such price solicitation will not be maintained. Competition may be sought through oral or written price quotations. Catalogs or price lists may be used for this purpose. Use of regular vendors for routine and recurring purchases shall be deemed to be competitive. (e.g. Office supplies, snow plowing services)

Small purchases will be made after soliciting proposals from at least three qualified sources consistent with the nature and requirements of the procurement. Competition may be sought through oral or written price quotations. Catalogs or price lists may be used for this purpose. A purchase order will also be used before the actual purchase.

Large purchases may only be entered into through a competitive process that generates three to five formal bids or written quotes. Negotiations with vendors who have submitted a quote may be utilized as a means to secure a contract more in the interests of STEP Academy. A large purchase may not be inappropriately broken up into smaller components solely to qualify for the less complicated procedures followed under the "small purchases" approach.

Noncompetitive negotiations are discouraged and may be utilized only under very limited circumstances. Noncompetitive purchases will only be utilized when another method of procurement was unfeasible because either (i) the item or service was only available from a single source, (ii) a public emergency or condition requiring urgency existed which did not permit the use of competitive procurement; or (iii) competition was determined to be inadequate after receiving proposals from at least three sources.

Additional Procurement Policies for Federal Grants

In addition to the above procurement policies, the following policies apply ONLY to expenditures made from federal grants.

- STEP Academy shall follow all regulations that apply to it under 34 CFR Part 80
- STEP Academy shall comply with the Davis Bacon Act & any other federal regulations for all construction projects financed through federal funds.
- STEP Academy shall take all necessary affirmative steps to assure that small and minority firms and women's business enterprises are used when possible for large purchases as recommended by 34 CFR Part 80
- STEP Academy shall comply with all applicable federal regulations regarding drug free workplace, worker's compensation, antitrust, lobbying and government data practices
- STEP Academy shall comply with all provisions of the grant contract.
- STEP Academy's business manager shall maintain the records of the significant history of all procurements in accordance with the recommendations at 34 CFR 80.36(b) (9)
- Large procurement awards will be made to the bidder whose offer is responsive to the solicitation and is most advantageous to the Academy, price and other factors considered. However, any and all offers may be rejected when it is in the Academy's interest to do so;
- STEP Academy will ensure that the award is only made to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement; (34 CFR 80.36(b)(2))
- STEP Academy will use the EPLS database to ensure that proposed contractors are not debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and shall file documentation of search results with the contract
- STEP Academy shall consider such factors as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources; and shall check references, contact current and prior clients, check resource organization web sites, etc.
- All purchase orders and contracts shall be signed by an authorized Academy official(s)
- Timely payment to vendors will occur once the order is delivered, inspected, accepted, and payment authorized.

- Vendors who are dissatisfied with the award decision may file a formal protest in writing to the Executive Director, within ten business days of the decision. A resolution conference will be held between the protesting party and the Administration or their designees. Such disputes will be reported to the MN Department of Education within ten business days.
- Written contracts with vendors for large purchases must include provisions that allow for administrative, contractual or legal remedies in instances in which a contractor violates or breaches the contract term, and provisions which provides for such remedial actions as may be appropriate
- Written contracts with vendors for large purchases must include provisions for termination by the recipient, including the manner by which termination shall be effected and the basis for settlement
- Written contracts with vendors for large purchases must include provisions under which the contact may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor