



RISE CHARTER SCHOOL

Policy 7400P4: General Procurement Standards for Federal Awards

Status: ADOPTED

Original Adopted Date: December 13, 2021

Last Reviewed Date:

General Procurement Standards for Federal Awards

Contractor Oversight

RISE Charter School shall maintain oversight to ensure that its contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

Conflict of Interest

The following standards of conduct define conflicts of interest and shall govern the performance of employees engaged in the selection, award, and administration of contracts:

1. No RISE Charter School employee, officer, agent, or **Board Member** may participate in the selection, award, or administration of a contract supported by a Federal award if **they have** ~~he or she has~~ a real or apparent conflict of interest. Such a conflict of interest is present when the employee, officer, or agent, any member of **their** ~~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 or person considered for a contract.
2. RISE Charter School officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, **nor any** ~~or~~ service or item exceeding \$50 in value from any contractors or subcontractor. Any RISE Charter School employee, who solicits any gift, or who accepts an unsolicited gift with a value exceeding \$50, shall be subject to disciplinary action up to and including termination. Any RISE Charter School officer or agent shall be immediately terminated or separated from RISE Charter School service.
3. **Any subrecipient of the Charter School that is not a state, local government, or Indian tribe shall also maintain written standards of conduct covering organizational conflicts of interest. For the purposes of this policy, organizational conflicts of interest are when a recipient or subrecipient is unable or appears to be unable to be impartial in**

conducting a procurement action involving a related organization due to relationships with a parent company, affiliate, or subsidiary organization.

Efficient Purchases

RISE Charter School shall use all resources and assets effectively and efficiently. Accordingly, prior to any purchase request, the requestor shall evaluate the need for the item, and shall ensure that the acquisition of unnecessary or duplicative items is avoided. In addition to the previous requirements, whenever feasible, consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Finally, where appropriate, an analysis will be made of lease versus purchase alternatives, and any similar analysis of alternatives to determine the most economical approach.

1. To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal government, RISE Charter School shall endeavor to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.
2. RISE Charter School shall endeavor to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
3. RISE Charter School shall endeavor to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.
4. RISE Charter School shall award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
5. RISE Charter School shall maintain records sufficient to detail the history of procurement. These records shall include, but are not necessarily limited to, the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
6. RISE Charter School may use time and material type contracts 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. Time and material type contract means a contract whose cost to RISE Charter School is the sum of:

- a. The actual cost of materials; and
- b. Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

This formula generates an open-ended contract price, a time-and materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract shall set a ceiling price that the contractor exceeds at its own risk. Further, RISE Charter School shall assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

7. RISE Charter School alone shall be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve RISE Charter School of any contractual responsibilities under its contracts. Violations of law shall be referred to the local, state, or Federal authority ~~that has~~ having proper jurisdiction.

Legal Reference:

2 C.F.R. § 200.318 General Procurement Standards

Policy History:

Adopted on: December 13, 2021

Revised on:

Reviewed on: