



Submission of Procurement Contracts and Board of Trustees' Procurement Meeting Minutes Contract Submission Policy	
ADOPTION/EFFECTIVE DATE:	MOST RECENTLY AMENDED:
May 17, 2014 September 15, 2014 (revised)	September 15, 2014 <u>TBD</u>
LEGAL AUTHORITY:	
As cited in the policy.	

I. ~~The~~ Legal Requirements and Authority

The School Reform Act, D.C. Code § 38-1800 *et seq.* ("SRA"), requires that *Procurement Contracts*, as defined below, be bid competitively and that certain *Procurement Contract Documents*, as defined below, be submitted to DC PCSB within a certain time period after procurement contracts are awarded. The SRA also provides that DC PCSB may require a public charter school to produce documents that DC PCSB deems necessary to carry out its functions. DC PCSB is responsible for reviewing contract package documents to determine whether the public charter school followed the requirements set forth in the SRA and other applicable laws, including, but not limited to the Nonprofit Corporation Act, Title 29, Chapter 4 of the D.C. Code. This policy is only applicable to public charter schools that receive local funding; schools in their pre-opening year (i.e., the year before their first year of academic operations) need not comply. This policy does not apply to employee contracts, including contracts with temporary staffing agencies.

II. Definitions

~~is one that reasonably may impair the objectivity of the person's judgment when participating in the action authorizing the contract. See D.C. Code § 29-306.70(4). Generally, five percent ownership interest will be considered a financial interest for the purposes of this~~

~~The Award Date of a Contract is the date that the school chooses which vendor or bid to accept, has obligated itself to enter into a Contract.~~

~~A Contract is a written, mutually binding legal-agreementrelationship. A Contract is not limited to the provision of goods and services; it could include, for example, a loan agreement. Employment contracts, including temporary staffing agency contracts, are not considered Contracts for the purpose of this policy.~~

~~A Conflicting Interest Contract is a mutually binding legal relationship with a value equal to or greater than \$25,000Contract equal to or greater than \$25,000 between a public charter school and:~~

- ~~(a) one or more of its members of its board of trustees or those of its staff with approval authority over contracts and transactions; or~~
- ~~(b) any other entity in which one or more of its members of its board of trustees or staff with approval authority over contracts and transactions are directors or officers, hold a similar position, or have a financial interest.¹~~
- ~~(c) A Conflicting Interest Contract is not limited to the provision of goods and services; it could include, for example, a loan agreement.~~
- ~~(a) An individual who is a founder of the public charter school, or who is a current or former trustee, director, member, member of a designated body, officer, or key leader of the public charter school;~~
- ~~(b) A family member² of any of the individuals identified in subsubparagraph (a) of this subparagraphdefinition;~~
- ~~(c) An entity identified as submitting a petition to establish the public charter school pursuant to section 2202(13);~~
- ~~(d) An entity in which an individual identified in (a) of this definition serves as a member of the board of directors or has a financial interest; or~~
- ~~(a)(e) An entity in which a family member of an individual identified in (a) of this definitionsub-subparagraph (i) of this subparagraph serves as a member of the board of directors or has a financial interest.~~

~~An Emergency Contract is a written agreement evidencing a mutually binding legal relationship obligating the seller to furnish either supplies or services, or both, Contract having an aggregate value equal to or exceeding \$25,000 for no longer than one year.~~

¹ See D.C. Code § 29-406.70(a). ~~A financial interest is one that reasonably may impair the objectivity of the person's judgment when participating in the action authorizing the contract. See D.C. Code § 29-306.70(4). Generally, five percent ownership interest will be considered a financial interest for the purposes of this policy.~~

² "Family member" means an individual who is legally or biologically related to another individual, or an individual who is legally or biologically related to the spouse or domestic partner of another individual

entered into when an emergency has arisen. DC PCSB defines an emergency as an unexpected situation requiring prompt action, involving circumstances that will severely impact the operation of the school, the condition of its facility, or the health and/or safety of its students, employees, or visitors.

DC PCSB mandates that ~~Emergency Contracts~~ have a term of no longer than one year.

A *Financial Interest* is one that reasonably may impair the objectivity of the person's judgment when participating in the action authorizing the contract. See D.C. Code § 29 - 306.70(4). Generally, five percent ownership interest will be considered a financial interest for the purposes of this policy.

An *Improper Contract* is a *Conflicting Interest Contract* ~~or an *Interested Party Contract*~~ that has been entered into without meeting the requirements of both IV.A.1 and IV.A.2 of this policy.

~~An *Interested Party Contract* is a mutually binding legal relationshipContract with a value equal to or greater than \$25,000 at between a public charter school and:~~

- ~~(a) — a party who has a close familial relationship³ with a member of the school's board, the school's senior executive, or one of the top three highest paid employees of the school;⁴~~
- ~~(b) — a party who is owned by an individual with, or has a board member who has, a close familial relationship with a member of the school's board, the school's senior executive, or one of the top three highest paid employees of the school;⁵~~
- ~~(c) — any individual who is a founder or formerly served on the board of trustees of the school and has been separated from the school for less than ten years;⁶~~
- ~~(d) — any individual who was formerly a senior executive of or one of the top three highest paid employees of the school and has been separated from the school for less than ten years; or~~
- ~~(e) — any party who is owned, i.e., the party owns or controls 5% or greater ownership interest in in the party, for whom there is a Financial Interest by the individuals in sections (c) or (d), above.~~

³ Close familial relationship means siblings, children, or parents, of the individual or that individual's spouse.

⁴ The school's senior executive is generally the individual with responsibility for leading the school's academic program and operations, e.g., the Head of School or Executive Director. The top three highest paid employees of the school may include the school's senior executive.

⁵ See *Id.*

⁶ A founder of the school is a member of the group that submitted the petition for a charter for the school.

~~An Interested Party Contract is not limited to the provision of goods and services; it could include, for example, a loan agreement.~~

A Non-Procurement Contract ~~can be a~~ lease or purchase of real property or a loan agreement.⁷~~Employment contracts are not considered Non-Procurement Contracts and are not considered in the scope of this Policy.~~

~~Non-Procurement Contract Documents are all documents related to the award of a Non-Procurement Contract, including the signed contract or loan agreement documentation, and a written justification for the award of the contract as specified in this policy. With respect to Real Estate contracts, public charter schools also should must submit information on the cost per square foot, and provide documentation that the price negotiated is reasonable in comparison with other rates in the same neighborhood.~~

A Procurement Contract is a ~~written agreement evidencing a mutually binding legal relationship~~Contract obligating the seller to furnish either supplies or services, ~~but not utilities,~~⁸ or both, having an aggregate value equal to or exceeding \$25,000 over the course of a fiscal year.⁹ ~~Schools may enter into multi-year contracts where the aggregate value will equal or exceed \$25,000 over the course of each fiscal year under that contract. A Procurement Contract may be for one year or multiple years. These contracts~~Procurement Contracts may include agreements signed by the school and the vendor; awards and notices of awards; job orders and task letters issued under basic ordering agreements; and orders, such as purchase orders. ~~In cases where a single vendor is engaged for multiple scopes of work, each scope of work is considered a separate Procurement Contract for the purposes of compliance with this policy, but may be governed by a single master contract between the vendor and the school. Leases or purchases of a lease or purchase of real property and loans are is not a Procurement Contracts but rather are Non-Procurement Contracts.~~

Procurement Contract Documents are all documents related to the award of a Procurement Contract, ~~including all bids received by the school, the signed contract, and a written justification for the award of the contract as specified in this policy.~~^{10, 11} Where

⁷ ~~To avoid unnecessary financial exposure Aa school should is advised to not execute a real estate contract until it has requested and received approval from the DC PCSB Board to operate in a new location and/or facility.~~

⁸ ~~With respect to utilities, PCSB defines utilities as water, electricity, gas, and telecommunications. Water, electricity generation services, electricity distribution services, and natural gas distribution services cannot be bid in the District of Columbia. A charter school may use a broker bid for these services.~~

⁹ See 31 U.S.C. § 3103; D.C. Code § 38-1802.04(c)(1); 32 C.F.R. § 37.1330; 48 C.F.R. § 2.101. Because each

Procurement Contract is a separate transaction, the aggregate value of the contract should be assessed at the time the transaction commences – not by the number of transactions with a specific vendor. The analysis is prospective. Transactions that are broken up to avoid the \$25,000 bidding threshold will not comply with this policy's requirement that contracts valued at \$25,000 or greater must be bid, unless another exemption applies.

¹⁰ ~~DC PCSB will accept a printout of a price quote from an online vendor in lieu of a proposal submitted by a bidder. However, the use of an online vendor does not relieve the school from the obligation to publish an RFP so that all possible vendors have the opportunity to respond.~~

¹¹ ~~For services purchased through a broker, e.g., health and business insurance, DC PCSB will accept evidence that the broker solicited such services from a range of providers and provided comparative terms, conditions,~~

appropriate, Procurement Contract Documents may also include documentation evidencing a contract extension for a multiyear contract or a notice of intent to award a Sole Source Contract.

A *Sole Source Contract* is a Procurement Contract for which a school has identified only one responsible source ~~for required goods and services~~. A sole source contract should only be awarded if it would not be feasible or practical to invoke the competitive solicitation process. A~~The school should be able to demonstrate a reasonable expectation that awarding the Contract to any other vendor would not fulfill the school's needs or would significantly increase costs that would not be expected to be recovered through competition. This may include limited rights in data, patent rights, copyrights, or secret processes; the control of basic raw material; or the need for a brand-name product or feature.~~

~~A Utility is water, electricity, and gas. Telephone and communications services are not considered utilities.~~

~~and pricing of different providers to the school in lieu of published ads and bids received.~~

III. **Bidding Requirements for Procurement Contracts**

A. **Process for Bidding Procurement Contracts**

Generally, Procurement Contracts must be bid but Non-Procurement Contracts do not need to be bid. To bid these contracts, a school must publish a notice of request for proposals (an "RFP") in (a) the D.C. Register; ~~and~~ and (b) two newspapers of general circulation ~~(one of these newspapers may be an online publication but the two newspapers must be different)~~ not less than seven~~7~~ days prior to the award of ~~any of these~~each contracts. Newspapers may be print or online publications.

Schools are not required to receive a specific minimum number of bids.

Online/Non-Bidding Vendors: DC PCSB will accept a price quote from an online/non-bidding vendor in lieu of a proposal submitted by a bidder. However, this does not relieve the school from the obligation to publish an RFP so that all possible vendors have the opportunity to respond.

B. **Exemptions to Bidding Requirements for Procurement Contracts**

DC PCSB does not request or review bidding documentation for the following types of Procurement Contracts. DC PCSB may nonetheless require submission of other Procurement Contract Documents for these types of Procurement Contracts. There are six exceptions to the bidding requirement for Procurement Contracts:

- (1) Artistic services or works of art;
- (2) Brokered services;
- (2)(3) Commodities or contractual services if federal or District law prescribes with whom the purchaser must contract;
- (3)(4) Copyrighted ~~or patented~~ materials, including technical pamphlets, published books, maps, and testing or instructional materials; provided, that the materials are purchased directly from the owner or licensee of the copyright ~~or patent~~;
- (5) Emergency Contracts;
- (4) ~~any employment contract for a staff member of a public charter school;~~
~~Management contracts entered into with the management company, which must be designated in the public charter school's charter agreement or its petition for a revised charter;~~
- (5)(6) Entertainers;
- (6)(7) E-Rate and National School Lunch Program procurements;
- (8) Financial audit services;
- (7)(9) Grant-funded purchases wherein the grant specifies a vendor that must be used to procure specific goods or services;
- (8)(10) ~~Job-related seminars and training for District employees;~~

- ~~(9)(11)~~ Legal services or negotiation services in connection with proceedings before administrative agencies or state or federal courts, including experts, attorneys, and mediators;
- ~~(10)(12)~~ Maintenance and support of existing software and technology to the extent that the creator of the intellectual property is still protected and is the only source of the maintenance and support of the existing software and technology;
- ~~(11)(13)~~ Management contracts;
- ~~(12)(14)~~ Memberships in trade or professional organizations;
- ~~(13)(15)~~ Personal property or services provided by another public entity, agency, or authority;
- ~~(16)~~ Procurements through Cooperative Purchasing Agreements;¹²
- ~~(14)(17)~~ Procurements through the General Services Administration (GSA) schedules¹³; and
- ~~(15)(18)~~ Postage;
- ~~(16)(19)~~ Public transit farecards, passes, and tokens;
- ~~(17)~~ Purchases of advertising in all media, including electronic, print, radio, and television, provided, that they are purchased directly from the media outlet;
- ~~(18)(20)~~ Trade and career fairs for District employees;
- ~~(21)~~ Renewals/extensions of existing Procurement Contracts;
- ~~(19)(22)~~ Sole Source contracts;
- ~~(20)(23)~~ Special event venues and related services as dictated by the establishment;
- ~~(21)~~ Subscriptions for periodicals and newspapers; and
- ~~(22)~~ Ticket purchases for special events, tourist attractions, and amusement parks; and
- ~~(23)(24)~~ Professional development training which supports principal, teacher, and student achievement pursuant to the District of Columbia Public Schools Master Education Plan;
- ~~(24)(25)~~ Telecommunications services; and
- ~~(25)(26)~~ Utilities.¹⁴

More detailed descriptions of the bidding exemptions follow:

Brokered services: For services purchased through a broker (e.g., health insurance), the public charter school does not need to conduct a public bidding process, provided it can

¹² Cooperative Purchasing Agreements are contract vehicles where a lead public agency has competitively bid a master contract on behalf of other public agencies and nonprofit organizations. In many cases, the lead agency has selected a vendor who is offering its goods or services at advantageous prices. While PCSB does not endorse any Cooperative Purchasing Agreement, two examples are US Communities Government Purchasing Alliance (<http://www.uscommunities.org/>) and National Cooperative Purchasing Alliance (<http://ncpa.us/Home>).

¹³ The SRA provides that charter schools may purchase goods and services from the GSA. D.C. Code § 38-1802.10(e)(1). For more information on purchasing from GSA, see www.gsaadvantage.gov.

¹⁴ With respect to utilities, DC PCSB defines utilities as water, electricity, and gas, and telecommunications. Water, electricity generation services, electricity distribution services, and natural gas distribution services cannot be bid in the District of Columbia. A public charter school may use a broker bid for these services.

supply evidence that the broker solicited the services from a range of providers and provided comparative terms, conditions, and pricing of different providers to the school.

Competition Exemptions: DC PCSB makes the following notes on the Competition Exemptions listed in D.C. Code § 2-354.13:

Copyrighted or patented materials: This includes copyrighted curricular and professional development materials. -It does not include products for which the copyright or patent does not make the product unique.

- Professional development training which supports principal, teacher, and student achievement pursuant to the District of Columbia Public Schools Master Education Plan: The District of Columbia Public Schools Master Education Plan is now defunct. Schools wishing to procure goods or services without conducting a public bidding process, under the purview of this clause, should contact DC PCSB for further guidance.

Emergency Contracts: -With Respect to an Emergency Contract, DC PCSB may grant a request to waive the bidding requirement for these contracts, i.e., an Emergency Waiver. A school may award an Emergency Contract without public notice or competitive bidding if it determines the situation to warrant such an award. Documentation must be provided to DC PCSB within no more than 10 days after the award of the contract as described below, and must include the proposed contract, a description of the emergency, and the rationale for the award of the contract. Before an Emergency Contract can be awarded, the school must receive a written waiver from PCSB. Only in the case of immediate threat to property or safety or health may a school award an Emergency Contract without a written waiver from PCSB. In this rare circumstance, the school's request for a waiver must be submitted within 10 days of the execution of the Emergency Contract and include the reason for the late submission. DC PCSB mandates that Emergency Contracts have a term of no longer than one year. Awarding Emergency Contracts in non-emergency situations may be considered to be fiscal mismanagement.

E-Rate and National School Lunch Program Procurements: Procurements made through the Universal Service Administrative Company's Schools and Libraries (E-Rate) program must follow the E-Rate program's competitive bidding requirements, and are exempt from the bidding and submission requirements of this policy. Expenditures funded by the National School Lunch Program (NSLP) must follow the Office of the State Superintendent of Education's requirements, including bidding and submission requirements, and are exempt from the bidding and submission requirements of this policy. Schools considering engaging in other government agency-administered programs with established bidding and submission requirements are encouraged to contact DC PCSB staff to discuss a waiver from the requirements of this policy.

Financial Audit Services: In selecting an auditor from DC PCSB's Approved Auditor List, public charter schools do not need to conduct a public bidding process, but are encouraged to solicit quotes from multiple auditors. This requirement does not limit a school's ability to enter into contracts with renewal/extension clauses.

Grant-Funded Purchases: If a grant requires that the public charter school use a specific vendor to provide certain goods or services, that contract does not have to be bid, and the school does not need to publish a notice of intent to enter into a sole source contract. 27 DCMR § 1701.03.

Management Contracts: All schools that operate with a school management organization, ~~management between a school and a management organization as defined in the Act~~SRA, must disclose this relationship in the description of its governance structure in- ~~considered a must be school's~~ its charter and charter agreement and require an amendment with DC PCSB. The management agreement between the school and its management organization must comply with the requirements of the SRA. ~~and shall comply with [citation to Fiscal Transparency Act]~~Further, all financial transfers between a public charter school and its management organization (including subsidiaries) must be disclosed in the ~~management agreement and the school's annual financial submissions to DC PCSB.~~

~~Before awarding a Sole Source Contract, the school shall publish a Notice of Intent to Enter a Sole Source Contract in lieu of an RFP in (a) the D.C. Register and (b) two one-newspapers of general circulation (one of these newspapers which may published an online publication, but the two newspapers must be different) not less than 7 days prior to the award of this contract. This Notice shall identify the need, cost, goods or services, and the facts that justify a Sole Source Contract.~~

Procurements through Cooperative Purchasing Agreements: Cooperative Purchasing Agreements are contract vehicles where a lead ~~public agency~~agency has competitively bid a master contract on behalf of ~~other~~ public agencies and nonprofit organizations. In many cases, the lead agency has selected a vendor who is offering its goods or services at advantageous prices. While DC PCSB does not endorse any Cooperative Purchasing Agreement, two examples are US Communities Government Purchasing Alliance (<http://www.uscommunities.org/>) and National Cooperative Purchasing Alliance (<http://ncpa.us/Home>).

Pass-through purchases wherein the public charter school purchases goods or services through a third party may be considered Cooperative Purchasing Agreement procurements provided the lead agency is another DC public charter school, subsidiary of a DC public charter school, or the public charter school's management organization. If the procurement is made through the public charter school's management organization, the management organization must comply with the bidding and submission requirements of this policy if the purchase is solely or primarily for the DC public charter school.

Public transit farecards, passes, and tokens: This includes purchases from the Washington Metropolitan Area Transit Authority.

Procurements through GSA: The SRA provides that charter schools may purchase goods and services from the GSA¹⁵. ~~D.C. Code § 38-1802.10(e)(1)~~. For more information on purchasing from GSA, see www.gsaadvantage.gov.

¹⁵ D.C. Code § 38-1802.10(e)(1)

Renewals/Extensions of Existing Procurement Contracts: If a public charter school's contract with a vendor includes a renewal clause, the school does not need to rebid the goods and/or services. If a contract that was originally bid was not a Conflicting Interest or Interested Party transaction but at the time of renewal has become such a transaction (by, for example, the appointment of a new board member to the school who has an interest in the vendor), then the renewal/extension and changed nature of the contract should be disclosed to DC PCSB and to the school's board.

Sole Source Contracts: Before awarding a Sole Source Contract, in lieu of an RFP, the school shall publish a Notice of Intent to Enter a Sole Source Contract following the same public notification requirements as in place for RFPs, not less than ~~7~~seven days prior to the award of this contract. This Notice, either in the text of the notice or via a link therein, shall identify the need, cost, goods or services, and the facts that justify a Sole Source Contract. DC PCSB may follow up to determine if the Sole Source designation was appropriate.

Telecommunications: In purchasing telecommunications services (e.g., cellular phone service), public charter schools do not need to conduct a public bidding process, but must solicit quotes from multiple telecommunications providers.

Utilities: For the purposes of this policy, a ~~A Utility~~ utility is water, electricity, and gas. Telephone and communications services are not considered utilities.

IV. ~~Submission of Conflicting Interest Contracts and Interested Party Contracts~~

A. Execution Requirements

A school is permitted to execute a Conflicting Interest Contract ~~or an Interested Party Contract~~, as long as:

1. The material facts of the relationship or interest between the school and the ~~Conflicting Interest Party~~ ~~Interested Parties~~ ~~counterparties listed in the definition of Conflicting Interest Contract or an Interested Party Contract in Section III, above~~, as it relates to the contract or transaction, is disclosed to or known by the school's board of trustees before the meeting at which the contract or transaction is authorized, and the board in good faith authorizes the contract or transaction by the affirmative vote of a majority of the disinterested directors, even ~~though if~~ the disinterested directors are less than a quorum; and
- ~~2. The relationship or interest between the school and the conflicting interest/interested parties counterparties listed in the definition of Conflicting Interest Contract or an Interested Party Contract in Section III, above, as it relates to the contract or transaction, are disclosed to or known by the members entitled to vote, if any, and the contract or transaction is specifically approved in good faith by vote of those members; or~~
2. The contract or transaction is fair to the corporation as of the time it is authorized, approved, or ratified by the board of trustees or the members.¹⁶

B. Submission Requirements

A school must submit the information below for DC PCSB's review of these contracts, as applicable.

1. When a Conflicting Interest Contract ~~or an Interested Party Contract~~ has a value equal to or exceeding \$1,000 over the full term of the contract, and otherwise meets the definition of is also a Procurement Contract or a Non-Procurement Contract, all of the requirements ~~above~~ described in section IV.A. apply. Further, the school must, when it submits Procurement Contract and Non-Procurement Contract Documents:
 - a. Indicate that the Procurement Contract is a Conflicting Interest Contract ~~or an Interested Party Contract~~ on DC PCSB's Procurement Contract Submission Excel Spreadsheet Data Form; and

¹⁶ See, *supra*, note 18; D.C. Code § 29-406.70.

b. ~~Inform DC PCSB~~ Submit a statement informing PCSB that the school has awarded ~~entered either a Conflicting Interest Contract or an Interested Party Contract within three days of authorization that and fully~~ Describes the conflict of interest, the familial relationship, or the prior relationship, as applicable.

b.c. ~~Submit draft board minutes demonstrating that the Conflicting Interest Contract or Interested Party Contract was approved by the school's board in . The minutes should must show compliance with D.C. Code § 29-406.70. The minutes should include~~ disclosure of the conflict of interest, familial relationship, or prior relationship, as applicable, ~~and full disclosure of the steps taken by board and staff to ensure that the contract was awarded fairly, and . The minutes should also reflect an affirmative vote of approval by the non-interested board member~~ ss to approve the contract. After these draft board minutes have been approved, they should be submitted to DC PCSB as usual in accordance with the Annual Compliance Reporting.

2. ~~within 90 days of the board meeting when the contract is voted on or the execution of the contract, i.e., when both parties have signed the contract, whichever is sooner. Where a Conflicting Interest Contract or an Interested Party Contract is not also a Procurement Contract, t~~ The school must submit board minutes. Should the board's next meeting not occur for more than 90 days after the contract is voted on, the school should submit a request for an extension of this requirement, including the date of the next board meeting, demonstrating that the ~~Conflicting Interest Contract or Interested Party Contract~~ was approved by the board. The minutes should show compliance with D.C. Code § 29-406.70, ~~for both Conflicting Interest and Interested Party Contracts~~ including disclosure of the conflict of interest, familial relationship, or prior relationship, as applicable, and full disclosure of the steps taken by board and staff to ensure that the contract was awarded fairly ~~within 90 days of the board meeting when the contract is voted on or the execution of the contract, i.e., when both parties have signed the contract, whichever is sooner.~~

DC PCSB may follow up to ~~determine assess inquire~~ whether the contract is fair to the school.

V. Process for Submitting Procurement Submission Requirements for Procurement and Non-Procurement Contract Documents and Non-Procurement Contract Documents

A. Required Documents

The following documents must be submitted for Procurement Contracts and Non-Procurement Contracts, except when an exemption applies, as detailed below.

- A. Contract Submission Data Form: The Contract Submission Data Form (formerly known as the Determination and Findings Form) is DC PCSB's required form for submitting data about bids and contracts.
- B. RFP: The RFP or Sole Source Notification used to solicit the goods or services.
- C. Evidence of public notification: Evidence that the RFP or Sole Source Notification was posted publicly, including, as applicable, the posting in the DC Register and newspapers of general circulation.
- D. Bids received: All bids received in response to the RFP.
- E. Written justification for award: The school's rationale for choosing the selected vendor, such as a scoring rubric.
- F. Executed contract: The executed contract does not need to be submitted at the same time as the other Procurement Contract Documents and Non-Procurement Contract Documents. The executed contract must be submitted no later than 15 days after the contract is fully executed.
- G. Draft board minutes: For Conflicting Interest/Interested-Party contracts only. Draft board minutes are not approved by the school's board, but should be complete and accurate. An agenda does not count as minutes. The board minutes must demonstrate that the contract was approved by a majority of disinterestedthe board members. The minutes must show compliance with D.C. Code § 29-406.70, including disclosure of the conflict of interest, familial relationship, or prior relationship, and full disclosure of the steps taken by board and staff to ensure that the contract was awarded fairly. DC public charter schools are required to submit all approved board minutes to DC PCSB on a quarterly basis. All decisions-madeactions taken by the school's board, including approval of contracts, must be included in the minutes. Schools are only required to submit board minutes more than quarterly if the board considered a Conflicting Interest or Interested-Party Contract.
- H. Description of conflict of interest: For Conflicting Interest/Interested-Party contracts only. A written statement describing the relationship or interest between the vendor and a member of the school's board or leadership, as defined in section II.

The following tables summarize the documents required to be submitted for each type of Procurement Contract that is exempt from bidding:

Brokered Services	Submission Required?
<u>Contract Submission Data Form</u>	<u>Yes</u>
<u>RFP</u>	<u>No</u>
<u>Evidence of public notification</u>	<u>No</u>
<u>Bids received</u>	<u>The public charter school must submit evidence that the broker solicited the services from a range of providers and provided comparative terms, conditions, and pricing of different providers.</u>
<u>Written justification for award</u>	<u>Yes</u>
<u>Executed contract</u>	<u>No</u>
<u>Draft board minutes</u>	<u>The public charter school must submit draft board minutes and a description of the conflict of interest only for conflicting interest/interested party transactions.</u>
<u>Description of conflict of interest</u>	

Competition Exemptions	Submission Required?
<u>Including:</u> <ul style="list-style-type: none"> • <u>Artistic services or works of art;</u> • <u>Commodities or contractual services if federal or District law prescribes with whom the purchaser must contract;</u> • <u>Copyrighted materials, as described above;</u> • <u>Entertainers;</u> • <u>Financial audit services;</u> • <u>Job-related seminars and training;</u> • <u>Legal services or negotiation services, as described above;</u> • <u>Maintenance and support of existing software and technology, as described above;</u> • <u>Memberships in trade or professional organizations;</u> • <u>Personal property or services provided by a public entity, agency, or authority;</u> • <u>Postage;</u> • <u>Public transit farecards;</u> • <u>Purchasing of advertising, as described above;</u> • <u>Special event venues, as described above; and</u> • <u>Subscriptions for periodicals and newspapers.</u> 	
<u>Contract Submission Data Form</u>	<u>Yes</u>
<u>RFP</u>	<u>No</u>
<u>Evidence of public notification</u>	<u>No</u>
<u>Bids received</u>	<u>No</u>
<u>Written justification for award</u>	<u>No</u>
<u>Executed contract</u>	<u>Yes</u>
<u>Draft board minutes</u>	<u>The public charter school must submit draft board minutes and a description of the conflict of interest only for conflicting interest/interested party transactions.</u>
<u>Description of conflict of interest</u>	

<u>Cooperative Purchasing Agreement Purchases</u>	<u>Submission Required?</u>
<u>Contract Submission Data Form</u>	<u>Yes</u>
<u>RFP</u>	<u>The public charter school must submit the lead agency's RFP.</u>
<u>Evidence of public notification</u>	<u>No</u>
<u>Bids received</u>	<u>No</u>
<u>Written justification for award</u>	<u>No</u>
<u>Executed contract</u>	<u>Yes</u>
<u>Draft board minutes</u>	<u>The public charter school must submit draft board minutes and a description of the conflict of interest only for conflicting interest/interested party transactions.</u>
<u>Description of conflict of interest</u>	

<u>Emergency Contracts</u>	<u>Submission Required?</u>
<u>Contract Submission Data Form</u>	<u>Yes</u>
<u>RFP</u>	<u>No</u>
<u>Evidence of public notification</u>	<u>No</u>
<u>Bids received</u>	<u>No</u>
<u>Written justification for award</u>	<u>Yes</u> <u>The public charter school must also submit a description of the emergency.</u>
<u>Executed contract</u>	<u>Yes</u>
<u>Draft board minutes</u>	<u>The public charter school must submit draft board minutes and a description of the conflict of interest only for conflicting interest/interested party transactions.</u>
<u>Description of conflict of interest</u>	

<u>Employment Contracts</u>	<u>Submission Required?</u>
<u>Employment contracts, including temporary staffing agency contracts, are not considered Contracts for the purpose of this policy.</u>	

<u>E-Rate and NSLP Procurements</u>	<u>Submission Required?</u>
<u>Contract Submission Data Form</u>	<u>Yes</u>
<u>RFP</u>	<u>No</u>
<u>Evidence of public notification</u>	<u>No</u>
<u>Bids received</u>	<u>No</u>
<u>Written justification for award</u>	<u>No</u>
<u>Executed contract</u>	<u>No</u>
<u>Draft board minutes</u>	<u>The public charter school must submit draft board minutes and a description of the conflict of interest only for conflicting interest/interested party transactions.</u>
<u>Description of conflict of interest</u>	

Financial Audit Services	Submission Required?
<u>Contract Submission Data Form</u>	<u>Yes</u>
<u>RFP</u>	<u>No</u>
<u>Evidence of public notification</u>	<u>No</u>
<u>Bids received</u>	<u>No</u>
<u>Written justification for award</u>	<u>No</u>
<u>Executed contract</u>	<u>Yes</u>
<u>Draft board minutes</u>	<u>The public charter school must submit draft board minutes and a description of the conflict of interest only for conflicting interest/interested party transactions.</u>
<u>Description of conflict of interest</u>	

General Services Administration Purchases	Submission Required?
<u>Contract Submission Data Form</u>	<u>Yes</u>
<u>RFP</u>	<u>The public charter school must submit the GSA participation agreement.</u>
<u>Evidence of public notification</u>	<u>No</u>
<u>Bids received</u>	<u>No</u>
<u>Written justification for award</u>	<u>No</u>
<u>Executed contract</u>	<u>Yes</u>
<u>Draft board minutes</u>	<u>The public charter school must submit draft board minutes and a description of the conflict of interest only for conflicting interest/interested party transactions.</u>
<u>Description of conflict of interest</u>	

Grant-Funded Purchases	Submission Required?
<u>Contract Submission Data Form</u>	<u>Yes</u>
<u>RFP</u>	<u>No</u>
<u>Evidence of public notification</u>	<u>No</u>
<u>Bids received</u>	<u>No</u>
<u>Written justification for award</u>	<u>No</u>
<u>Executed contract</u>	<u>Yes</u> <u>The public charter school must also submit evidence that the grant specifies the vendor used to provide certain goods or services.</u>
<u>Draft board minutes</u>	<u>The public charter school must submit draft board minutes and a description of the conflict of interest only for conflicting interest transactions.</u>
<u>Description of conflict of interest</u>	

Loans	Submission Required?
<u>Contract Submission Data Form</u>	No
<u>RFP</u>	No
<u>Evidence of public notification</u>	No
<u>Bids received</u>	No
<u>Written justification for award</u>	No
<u>Executed contract</u>	<u>The public charter school must submit the contract, draft board minutes, and a description of the conflict of interest only for conflicting interest transactions.</u>
<u>Draft board minutes</u>	
<u>Description of conflict of interest</u>	

Management Contracts	Submission Required?
<u>Contract Submission Data Form</u>	No
<u>RFP</u>	No
<u>Evidence of public notification</u>	No
<u>Bids received</u>	No
<u>Written justification for award</u>	No
<u>Executed contract</u>	No
<u>Draft board minutes</u>	No
<u>Description of conflict of interest</u>	No

Real Property Leases or Purchases	Submission Required?
<u>Contract Submission Data Form</u>	Yes
<u>RFP</u>	No
<u>Evidence of public notification</u>	No
<u>Bids received</u>	<u>The public charter school must submit information on the cost per square foot, and provide documentation that the price negotiated is reasonable in comparison with other rates in the same neighborhood.</u>
<u>Written justification for award</u>	
<u>Executed contract</u>	Yes
<u>Draft board minutes</u>	<u>The public charter school must submit draft board minutes and a description of the conflict of interest only for conflicting interest transactions.</u>
<u>Description of conflict of interest</u>	

Renewals	Submission Required?
<u>Contract Submission Data Form</u>	<u>Yes</u>
<u>RFP</u>	<u>No</u>
<u>Evidence of public notification</u>	<u>No</u>
<u>Bids received</u>	<u>No</u>
<u>Written justification for award</u>	<u>No</u>
<u>Executed contract</u>	<u>Yes</u>
<u>Draft board minutes</u>	<u>The public charter school must submit draft board minutes and a description of the conflict of interest only for conflicting interest/interested party transactions.</u>
<u>Description of conflict of interest</u>	

Sole Source Contracts	Submission Required?
<u>Contract Submission Data Form</u>	<u>Yes</u>
<u>RFP</u>	<u>The public charter school must submit the Sole Source Notification.</u>
<u>Evidence of public notification</u>	<u>No</u>
<u>Bids received</u>	<u>No</u>
<u>Written justification for award</u>	<u>No</u>
<u>Executed contract</u>	<u>Yes</u>
<u>Draft board minutes</u>	<u>The public charter school must submit draft board minutes and a description of the conflict of interest only for conflicting interest/interested party transactions.</u>
<u>Description of conflict of interest</u>	

Telecommunications	Submission Required?
<u>Contract Submission Data Form</u>	<u>Yes</u>
<u>RFP</u>	<u>No</u>
<u>Evidence of public notification</u>	<u>No</u>
<u>Bids received</u>	<u>The public charter school must submit evidence that it solicited quotes from multiple telecommunications providers.</u>
<u>Written justification for award</u>	<u>No</u>
<u>Executed contract</u>	<u>No</u>
<u>Draft board minutes</u>	<u>The public charter school must submit draft board minutes and a description of the conflict of interest only for conflicting interest/interested party transactions.</u>
<u>Description of conflict of interest</u>	

Utilities		Submission Required?	
<u>Contract Submission Data Form</u>		<u>No</u>	
<u>RFP</u>		<u>No</u>	
<u>Evidence of public notification</u>		<u>No</u>	
<u>Bids received</u>		<u>No</u>	
<u>Written justification for award</u>		<u>No</u>	
<u>Executed contract</u>		<u>No</u>	
<u>Draft board minutes</u>		<u>No</u>	
<u>Description of conflict of interest</u>		<u>No</u>	
All Procurement Contract Documents (including those for Sole Source Emergency Contracts for which a school has been granted an Emergency Waiver)¹⁷ must be submitted to PCSB no later than three days after a school awards a Procurement Contract according to the instructions detailed in Attachment 1: Cost / square foot; documentation that the price is reasonable in comparison with other rates in the same neighborhood.		(For real estate purchases and leases only)	

In addition to *Procurement Contract Documents*, a school must also submit:

- ~~1. A copy of the three notices for RFPs, published in the DC Register and at least two newspapers of general circulation (one of these newspapers may be an online publication but the two newspapers must be different);¹⁸ and~~
- ~~2. PCSB's Procurement Contract Excel Spreadsheet (which can be found on PCSB's website or in Epicenter).~~

¹⁷ If the signed version is unavailable at the time of submission it may be submitted no later than fifteen days after the contract is fully executed.

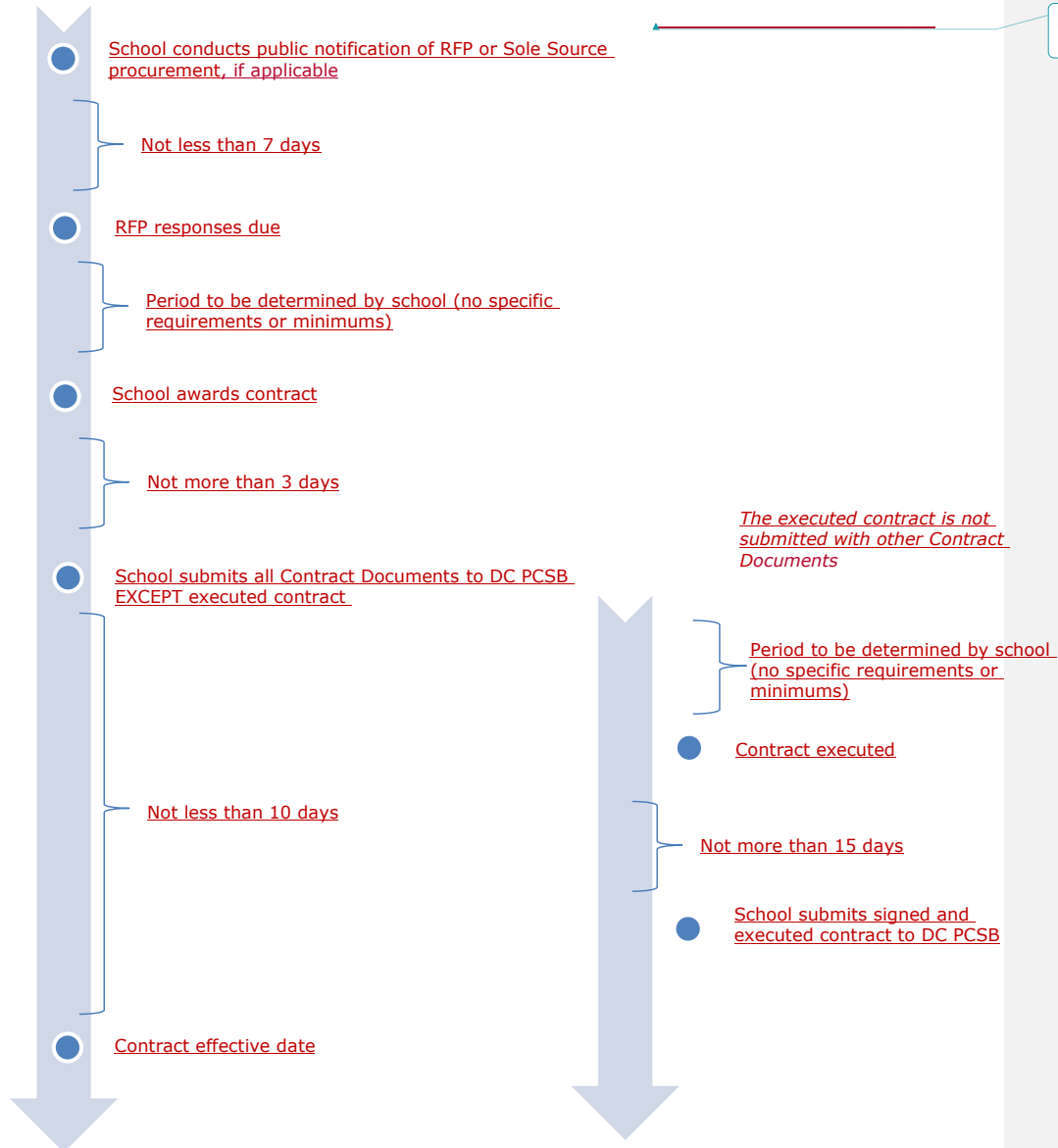
¹⁸ For purchases through the GSA, a charter school need not submit an RFP or responses, but must submit other *Procurement Contract Documents*. For purchases through Cooperative Purchasing Agreements, a charter school must submit the lead public agency's RFP, the master contract under which it purchased the goods or services, and all other *Procurement Contract Documents*.

~~VI. Process for Submitting Non-Procurement Contract Documents~~

~~While *Non-Procurement Contracts* do not need to be bid, PCSB requires the submission of *Non-Procurement Contract Documents* to carry out its oversight functions.¹⁹ As a result, a school must submit *Non-Procurement Contract Documents* and PCSB's Procurement Contract Excel Spreadsheet (which can be found on PCSB's website or in Epicenter) within fifteen days of the full execution of these contracts, according to the instructions detailed in Attachment 1).~~

¹⁹ See D.C. Code §§ 38-1802.11(a), 38-1802.04(b-c), 38-1802.13(b).

B Timeline for Submitting Contract Documentation



~~VII.~~VI. **Effective Date of Procurement Contracts**

The effective date of a Procurement Contract is ten days from ~~the date when~~ the charter school submits to DC PCSB all of the related Procurement Contract Documents for that Procurement Contract ~~to DC PCSB~~ or the effective date specified in the contract, whichever is later.

~~VIII.~~ **Interventions**

As of the effective date of this policy, the following consequences will apply for failure to timely submit contract documents ~~and Board minutes~~:

- A. A ~~written notice~~notice of concern will be issued to a charter school ~~in the following cases~~ when ~~over the course of a fiscal year,~~ the school fails to:
 - ~~1. —~~ Timely and properly submit to DC PCSB Procurement Contract Documents for any contract where a conflict of interest exists ~~and with a value in excess of~~ \$25,000;
 - ~~2. —~~ \$25,000;
 - ~~3. —~~ Submit all Procurement Contract Documents for contracts with a total value over \$100,000; or
 - ~~4. —~~ Submit all Procurement Contract Documents for three or more contracts, each of which is \$25,000 to \$100,000 in value. ~~or~~
 - ~~5. —~~ Timely and properly submit board minutes for more than one quarter.
- B. A charter warning will be issued to a charter school if the school is eligible for a notice of concern based on the above criteria in two consecutive years, or more than once in a single year. ~~PCSB issues a notice of concern pursuant to this policy to that charter school in two consecutive years; more than one notice of concern is issued in one year; or in the case of untimely and improperly submitted board minutes, that submission is not corrected in the immediately following quarter.~~
- ~~C. —~~ Fiscal Mismanagement. The SRA requires DC PCSB to revoke the charter of a school if DC PCSB determines, among other things, that the school has engaged in a pattern of fiscal mismanagement.²⁰ ~~During DC PCSB PCSB's reviews of schools and renewal analyses,~~
- ~~D. —~~ it will consider the school's compliance with this Policy any issued notices of concern and/or charter warnings regarding a

²⁰ D.C. Code § 38-1802.13(b).

~~E.C.~~ school's submission of *Procurement Contract Documents* and board meeting minutes in its assessment of the existence of an instance or pattern of fiscal mismanagement. ~~PCSB will also assess whether a school engaged in fiscal mismanagement by considering whether it entered into *Conflicting Interest Contracts or Interested Party Contracts* on terms that were fully disclosed and fair to the school.~~

~~IX.VII.~~ Reporting

~~Beginning in August 2015, DC~~ PCSB will track and annually report on its website the following data for each school:

- A. The vendor, services provided, value, and timeliness of each Procurement Contract number and value of timely procurement contract and Non-Procurement Contract submissions over the prior fiscal year;
- ~~B.~~ The number and value of late procurement contract submissions.
- ~~E.B.~~ The vendor, services provided, and approximate value of each Procurement number and value of procurement eContract and Non-Procurement Contract executed but documents not submitted by a school during the prior fiscal year until the failure to do so was identified by PCSB staff; and.
- ~~D.C.~~ The vendor, services provided, and value number and value of Procurement Contracts and Non-Procurement ~~procurement eContracts~~ for which ~~DC~~ PCSB identified an ~~improper conflict of interest~~ Contract or for which there was ~~an failure to disclose that such contract was a~~ Conflicting Interest Contract or an Interested Party Contract. undisclosed (proper or improper) conflict of interest.
- ~~E.~~ The number of board minutes timely submitted.
- ~~F.~~ The number of board minutes submitted late or not submitted.

~~X.~~ Contacting PCSB

~~Procurement Contract Documents, Non-Procurement Contract Documents, and the documents required to be submitted for Conflicting Interest Contracts and Interested Parties Contracts should be sent to PCSB at 3333 14th Street NW, Suite 210, Washington, D.C. 20010 or through Epicenter. Schools may contact PCSB with any questions about this process, at (202) 328-2660.~~

~~XI.VIII.~~ Effective Date

The amendments to this policy will take effect immediately ~~60 days~~ after its approval by the ~~DC~~ PCSB ~~B~~ board.

Attachment 1



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TO: All Business Managers
FROM: Charlene Haigler-Mickles, Operations Associate
DATE: October 16, 2013
SUBJECT: Uploading Procurement Contracts to Epicenter

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In an effort to follow the District's paperless-green process, the submission of all procurement contracts in excess of \$25K became effective January 1, 2013. This narrative is to serve as guidance when submitting a full procurement [89](#) packet into Epicenter.

Step 1. Log onto

Step 2. Select the **Files and Data** link

Step 3. Select **File/Data Upload** (located on the left column of the page)

Step 4. Under the **File/Data Upload**

In the category of **Entity Type**, select **School**.

In the category **File/Data Type**, under **(LEA)**

Select Procurement Contract

In the category **Entity Type**, School should automatically be defaulted.

In the category **Submission Resources**, you are now required to complete the **Determination and Findings Form (excel spreadsheet)**. **The paper form is no longer accepted.** Please make sure to complete the form in its entirety. If you are uploading more than one contract, you may log multiple contract entries in the spreadsheet.

Once you have completed the templates, you will need to save them to your computers before uploading.

In the category **Date**, Input the date for which you are submitting the contract.

Step 5. Click the **Select Files** link. At this point, you will need to make sure your documents coincide with one of the acceptable file formats before uploading.

Attachment 1 should include all proof of solicitation. This should be submitted as one attachment (i.e. DC Register proof, proof of two newspaper postings,

one can be an online publication).

Attachment 2 should include the awarded contract.

Attachment 3 should include copies of all proposals submitted from bidders. This can be one PDF. Please make sure that if there are several bidders, each proposal has the bidder's cover page to indicate where one proposal ends and the other begins.

If you have more than one contract, you should be able to upload all information at one time.

Step 6. Once you have completed your uploads, if you need to add notes, you may type them in the **Submission Notes** category.

Step 7. Click the **Submit** button to complete your upload of your contract