

GREATER NEW BEDFORD REGIONAL VOCATIONAL TECHNICAL HIGH SCHOOL

PURCHASING PROCUREMENT PROCEDURES



February 2026

Procurement Code of Conduct

The following conduct will be expected of all people who are engaged in the awarding and administration of contracts supported by Greater New Bedford Regional Vocational Technical High School District including the Federal, State and Private funding programs.

These standards of conduct address the following situations, including but are not limited to:

- No employee, officer or agent of the Greater New Bedford RVTHS shall participate in the selection or in the award or administration of a contract supported by program funds if a conflict of interest, real or apparent, is involved.
 - Conflicts of interest may arise when one of the following has a financial or other interest in the firm selected for the award:
 - The employee, officer, or agent.
 - Any member of the immediate family.
 - His or her partner.
 - An organization which employs or is about to employ one of the above.
- The GNBRVTHS employees, officers or agents shall neither solicit nor accept, either directly or indirectly, any gifts, gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements or any other individual or entity with any interest that may be or may give the reasonable impression of being substantially affected by the performance or non-performance of the employee's official duties.
- Penalties for violation of the standards of code of conduct of the Greater New Bedford RVTHS_District including the Federal, State, and Private funding programs may result in disciplinary action, up to and including dismissal from employment. Employees may be subject to additional civil and criminal penalties for conduct found to be in violation of the Massachusetts Conflict of Interest Law.

Other local procurement requirements that may be required.

The standards of conduct are not intended to be all-inclusive as they do not address every conceivable situation in which an employee, official, or agent may be offered gifts or other items of monetary value. Employees seeking additional information or advice concerning these issues and the Massachusetts Conflict of Interest Law are encouraged to contact the State Ethics Commission directly.

Procurement Procedures

The Greater New Bedford RVTHS District plan for procuring items for use in the District is as follows. The procurement procedures maximize full and open competition, transparency in transactions, comparability, and documentation of all procurement activities per District purchasing policies (Appendix A)

All District orders shall not be processed with the respective vendors until purchase has been approved by the Business Office or designee.

- **Purchases estimated to cost between \$0.01 to \$10,000 require sound business practice.**

Micro-purchases - If the purchase amount is \$10,000 or less, the purchase can be made without soliciting competitive quotations if price is reasonable and purchases are distributed equitably among qualified suppliers and departmental purchase order numbers are to be utilized for order placement. Micro-purchase method should be utilized for any procurement of \$10,000 or less (based upon more restrictive Federal guidelines).

- **Purchases estimated to cost between \$10,001 and \$100,000, informal procurement procedures (small purchase) will be required.**

Small Purchase Procurements - If the amount of the purchases for items is less than the most restrictive small purchase threshold, the following *small purchase procedures, including written quotes*, will be used. Quotes from an adequate number of qualified sources will be required.

1. Written Specifications will be prepared and provided to the vendor.
2. Each vendor will be contacted and given an opportunity to provide a written price quote on the same specifications. A minimum of three vendors shall be contacted.
3. The Department requesting said purchase will be responsible for contacting potential vendors when price quotes are needed.
4. The price quotes will receive appropriate confidentiality before award
5. Quotes will be awarded by School Business Administrator. Quotes will be awarded to the lowest and best quotes based upon quality, service availability, and price.
6. The School Business Administrator will be responsible for documentation of records to show written solicitation specifications were sent to a minimum of three vendors, selection of vendors, reasons for selection, names and addresses of all vendors contacted for written quotes, and names and addresses of vendors submitting written price quotes with date and amount on written quotes from each vendor.
7. The School Business Administrator will be responsible for documentation that the actual product specified is received.
8. Any time an accepted item is not available, the School Business Administrator will select the acceptable alternate. Full documentation will be made available as to the selection of the acceptable item.
9. Bids will be awarded on the criteria established by the District, examples but not limited to quality, delivery, service, etc.
10. The School Business Administrator is required to sign all quote tabulations, signifying a review and approval of the selections.

11. If the value of the purchase is greater than \$10,000, a contract will be required. A purchase order containing all material terms and **signed by both the awarding authority and the vendor** will suffice as a written contract under Chapter 30B.

12. The School Business Administrator may cancel solicitation for written quotes if it is determined that such cancellation is in the best interests of the school district. If a solicitation is cancelled, the School Business Administrator will keep a written statement for the reasons for cancellation.

- **Purchases estimated to cost \$100,001 and over require a formal bid to be conducted by the School Business Administrator in accordance with the Massachusetts purchasing process, 2 CFR 200.318-.326 and MGL 30B Procurement Code and Regulations by a Massachusetts Certified Public Purchasing Official (MCPPO).** Formal bid procedures will be applied on *the basis of a*: Centralized System, State Contract, or combination of both. The potential for purchasing more than \$100,000, will be the responsibility of the School Business Administrator to document the amounts to be purchased so the correct method of procurement will be followed.

Formal Procurements - When a formal procurement method is required, the following *COMPETITIVE SEALED BID or an Invitation for Bid (IFB) or COMPETITIVE PROPOSAL in the form of a Request for Proposal (RFP)* procedures will apply:

- 1) An announcement of an *Invitation for Bid (IFB) or a Request for Proposal (RFP)* will be placed in the (Newspaper/media, District Website, Business Office, COMMBUYS, Goods and Service Bulletin if \$100,000 or greater) to publicize the intent of the District to purchase needed items. The advertisement for bids/proposals or legal notice must be published a minimum of 21 days (recommend allowing 4-6 weeks) prior to the time specified in the IFB/RFP for the receipt of bids.
- 2) An advertisement is required for all purchases over the purchase threshold of \$100,000. The announcement (advertisement or legal notice) will contain a:
 - i) general description of items to be purchased
 - ii) deadline for submission of questions and the date written responses will be provided including addenda to bid specifications, terms and conditions as needed
 - iii) date of pre-bid meeting, if provided, and if attendance is a requirement for bid award
 - iv) deadline for submission of sealed bids or proposals, and
 - v) address of location where complete specifications and bid forms may be obtained.
- 3) In an IFB or RFP, each vendor will be given an opportunity to bid on the same specifications.
- 4) The developer of written specifications or descriptions for procurements will be prohibited from submitting bids or proposals for such products or services.
- 5) The IFB or RFP will clearly define the purchase conditions. The following list includes requirements, not exclusively, to be addressed in the procurement document:
 - Contract period
 - School Business Administrator is responsible for all contracts awarded (statement)
 - Date, time, and location of IFB/RFP opening
 - How vendor is to be informed of bid acceptance or rejection
 - Delivery schedule
 - Set forth requirements (terms and conditions) which bidder must fulfill in order for bid to be evaluated
 - Benefits to which the District will be entitled if the contractor cannot or will not perform as required
 - Statement assuring positive efforts will be made to involve minority and small business
 - Procuring instruments to be used are purchase orders from firm fixed prices after formal bidding

- Price adjustment clause (tied to a standard index) (Consumer price index, or other as stated in terms and conditions for pricing and price adjustments)
 - Method of evaluation and type of contract to be awarded – solicitations using an invitation for bid are awarded to the lowest responsive and responsible bidder; requests for proposal are awarded to the most advantageous bidder/offeror with price as the primary factor among factors considered
 - Method of award announcement and effective date (if intent to award is required by local procurement requirements)
 - Specific bid protest procedures including contact information of person and address and the date by which a written protest must be received
 - Provision requiring access by duly authorized representatives of the School Food Authority (SFA), State Agency, United State Department of Agriculture, or Comptroller General to any books, documents, papers, and records of the contractor which are directly pertinent to all negotiated contracts
 - Method of shipment or delivery upon contract award
 - Provision requiring contractors to maintain all required records for **six** years after final payment and all other pending matters (audits) are closed for all negotiated contracts
 - Description of process for enabling vendors to receive or pick up orders upon contract award
 - Provision requiring the contractor to recognize mandatory standards/policies related to energy efficiency contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165)
 - Signed statement of non-collusion
 - Signed Debarment/Suspension Certificate or statement included in contract or copy of Excluded Parties List System (EPLS).
 - Provision requiring “Buy American” as outlined in 7 CFR Part 210.21(d); specific instructions for prior approval of all of non-domestic product(s). (Appendix B)
- 6) Specifications and estimated quantities of products and services prepared by School Business Administrator and provided to potential contractors desiring to submit bids/proposals for the products or services requested.
 - 7) If any potential vendor is in doubt as to the true meaning of specifications or purchase conditions, interpretation will be provided in writing to all potential bidders by School Business Administrator and date specified.
 - 8) The School Business Administrator will be responsible for securing all bids or proposals.
 - 9) The School Business Administrator will be responsible to ensure all procurements are conducted in compliance with applicable Federal, State, and local procurement regulations.
 - 10) The criteria being used in awarding contracts as a result of bids/proposals will be specified in the IFB/RFP. In awarding an RFP, a set of award criterion in the form of an evaluation sheet will be provided to each bidder in the initial bid document materials. Price alone is not the sole basis for award but remains the primary consideration among all factors when awarding a contract. Following evaluation and negotiations a firm fixed price or cost reimbursable contract is awarded.
 - 11) The contracts will be awarded to the responsible bidder/proposer whose bid or proposal is responsive to the invitation and is most advantageous to the District, price as the primary and other factors considered. Any and all bids or proposals may be rejected in accordance with law.
 - 12) The School Business Administrator may cancel solicitation for written quotes if it is determined that such cancellation is in the best interests of the school district. If a solicitation is cancelled, the School Business Administrator will keep a written statement for the reasons for cancellation.
 - 13) The School Business Administrator is required to sign on the bid tabulation of competitive sealed bids or the evaluation criterion score sheet of competitive proposals signifying a review and approval of the selections.
 - 14) The School Business Administrator will be reviewing the procurement system to ensure compliance with applicable laws.

- 15) The School Business Administrator will be responsible for documentation the actual product specified is received.
- 16) Any time an accepted item is not available, the School Business Administrator will select the acceptable alternate. The contractor must inform the School Business Administrator within 10 days of order if a product is not available. In the event a non-domestic agricultural product is to be provided to the SFA, the contractor must obtain, in advance, the written approval of the product. The School Food Service Manager must comply with the Buy American Provision (Appendix B).
- 17) Full documentation as to the reason an accepted item was unavailable, and the procedure used in determining acceptable alternatives will be available for audit and review. The person responsible for this documentation is School Business Administrator.
- 18) The School Business Administrator is responsible for maintaining all procurement documentation.

Non-Competitive or Sole-Source Procurements

If services or supplies are available only from a single source *when the award of a contract is not feasible under small purchase, sealed bid or competitive negotiation*, NON-COMPETITIVE PROPOSAL procedures will be used.

- Written Specifications will be prepared and provided to the vendor.
- The School Business Administrator will be responsible for the documentation of records to fully explain the determination to use the non-competitive proposal. The determination will be made in writing, and records will be available for audit and review.
- The School Business Administrator will be responsible for documentation that the actual product or service specified was received.
- The School Business Administrator will be responsible for reviewing the procedures to be certain all requirements for using single source or non-competitive proposals are met.
- Non-competitive proposals can be used for one-time purchases of a new food item in order to determine acceptance by district and for samples for testing purposes. A record of non-competitive negotiation purchase shall be maintained by the School Business Administrator. The record of non-competitive purchases shall include, at a minimum, the following:
 - item name
 - dollar amount
 - vendor, and
 - reason for non-competitive procurement
- Non-competitive or sole source procurements may not be used for purchases estimated to exceed \$100,000 except for certain purchases

Emergency or "Pressing Need" Purchases

- If it is necessary to make a one-time emergency procurement to continue service or obtain goods, the purchase must be authorized using a purchase order signed by the School Business Administrator. In an emergency, the School Business Administrator will attempt to comply with the applicable Chapter 30B procurement to the extent possible. The following emergency procedures shall be followed. All emergency procurements shall be approved by the School Business Administrator if the criteria for an emergency procurement are met in the School Business Administrator's reasonable judgement.
- At a minimum, the following emergency procurement procedures shall be documented:

- item or service name
- dollar amount
- vendor, and
- reason for emergency
- any procurement used to solicit competition (if applicable)
- If it is necessary, in the course of a pressing need, to make an emergency purchase by means of “piggybacking” on the bid of another district, the following conditions must exist, and approved procedures must be followed and appropriately documented as follows:
 - The School Business Administrator originating the competitive procurement must have a “piggyback provision” in the original solicitation.
 - Documentation of the emergency requiring the piggybacking must be maintained.
 - Approval from the purchasing School Business Administrator’s governing board will be obtained and documented.
 - Approval from the School Business Administrator that originated the competitive procurement will be obtained and documented.
 - Approval from the Vendor that was awarded the Contract (original solicitation) will be obtained and documented.
 - Approval to piggyback will be obtained and documented from the governing board during a regularly scheduled meeting following public notice.
 - Notification to the Vendor of final approval will be documented and issued.
 - A contract with the Vendor will be developed including:
 - The contractor shall agree to retain all books, records, and other documents relative to the contract agreement for six (6) years after final payment, or until audited, whichever is sooner. The District, its authorized agents, and/or State and/or USDA auditors shall have full access to and the right to examine any of said materials during said period.

Record Keeping Requirements Applicable to ALL Procurements

The District shall agree to retain all books, records, and other documents relating to the award of the contract for six (6) years after final payment from the contract. Specifically, the District shall maintain, at a minimum, the following documents:

- Written rationale for the method of procurement.
- A copy of the original solicitation.
- The selection of contract type.
- The bidding and negotiation history and working papers.
- The basis for contractor selection.
- Approval from the State agency to support a lack of competition when competitive bids or offers are not obtained.
- The basis for award cost or price.
- The terms and conditions of the contract.
- Any changes to the contract and negotiation history.
- Billing and payment records.
- A history of any contractor claims; and
- A history of any contractor breaches.

District Procurement Chart

December 2025 revision

M.G.L. c. 30B – Procurement of Supplies and Services

Estimated Contract Amount	Under \$10,000	\$10,000 to \$50,000 ((\$10,000 to \$100,000 for municipal and regional school districts ¹)	Over \$50,000 (over \$100,000 for municipal and regional school districts)
Procurement Procedure	Sound business practices. ²	Use a written purchase description to solicit written price quotations from no fewer than three persons who customarily provide the supply or service. ³ As of November 25, 2022, the price quotation threshold changed for municipal or regional school districts only from \$10,000 to \$100,000. ⁴ NOTE: A governmental body may require that any procurement in an amount of not more than \$50,000 be subject to sealed bid procedures under M.G.L. c. 30B, § 5.	Sealed bids or sealed proposals (M.G.L. c. 30B, §§ 5 or 6). NOTE: At more than \$100,000 a municipal or regional school district must use a sealed bid or sealed proposal.
Notice/Advertising Requirements	None.	None.	Post notice at least two weeks before bids or proposals are due in (1) a conspicuous location in your jurisdiction's office, (2) in a newspaper of general circulation, and (3) on COMMBUYS. If over \$100,000, also publish in the <i>Goods and Services Bulletin</i> at least two weeks before bids or proposals are due.
Award contract to:	Responsible and responsive person offering the best price.	Responsible person offering the needed quality of supply or service at the lowest price quotation.	Under § 5, the responsible ⁵ and responsive ⁶ bidder offering the best price. Under § 6, the most advantageous proposal from a responsible and responsive proposer taking into consideration price and non-price proposals.
Written Contract Required⁷	No.	Yes.	Yes.
Maximum Contract Term⁸	Three years, unless majority vote authorizes longer.	Three years, unless majority vote authorizes longer.	Three years, unless majority vote authorizes longer.
OSD or Blanket Contract Option	Yes.	Yes.	Yes.

¹ 2022 Mass. Acts c. 198.

² M.G.L. c. 30B, § 2 defines sound business practices as "ensuring the receipt of favorable prices by periodically soliciting price lists or quotes."

³ M.G.L. c. 30B, § 4, as amended by 2016 Mass. Acts c. 218, requires the procurement officer to record the names of all persons from whom quotations were sought and the names of persons submitting quotations, with the date and amount of each quotation.

⁴ M.G.L. c. 30B, § 5, as amended by 2022 Mass. Acts c. 198, authorizes a procurement officer for "a municipal or regional school district" to procure a supply or service at more than \$100,000 with a sealed bid procedure.

⁵ M.G.L. c. 30B, § 2 defines a responsible bidder or offeror as "a person who has the capability to perform fully the contract requirements, and the integrity and reliability which assures good faith performance."

⁶ M.G.L. c. 30B, § 2 defines a responsive bidder or offeror as "a person who has submitted a bid or proposal which conforms in all respects to the invitation for bids or request for proposals."

⁷ M.G.L. c. 30B, § 17(a) states that all "contracts in the amount of \$10,000 or more shall be in writing, and the governmental body shall make no payment for a supply or service rendered prior to the execution of such contract."

⁸ M.G.L. c. 30B, § 12(b) states, "Unless authorized by majority vote, a procurement officer shall not award a contract for a term exceeding three years, including any renewal, extension, or option."

Appendix A
District Policies

File: DJ

PURCHASING

The School Committee declares its intention to purchase competitively without prejudice and to seek maximum educational value for every dollar expended. All purchases should be made in accordance with State laws, with the best interest of the school district in mind and with the opportunity for all qualified vendors to participate.

The Business Manager will serve as purchasing agent and will be responsible for overseeing the purchase of goods and services for the district. He/she will develop and administer the purchasing program for the district in keeping with legal requirements and with the adopted school budget. The acquisition of materials, equipment and services will be centralized in the Business Office.

All purchases for the district shall be made in accordance with state law and the district's purchasing guidelines.

School purchases will be made only on official purchase orders approved for issuance by the appropriate unit head and signed by the Business Manager, with such exceptions as may be made by the latter for emergency purchases.

LEGAL REFS.: M.G.L. 7:22A; 7:22B; 30B; 71:49A

File: DJA

PURCHASING AUTHORITY

The district's purchasing program shall serve the interests of the school district and its educational program by providing the necessary supplies, equipment and services.

The Business Manager shall serve as purchasing agent/procurement officer for the district. He/she shall be responsible for developing and administering the purchasing program for the district. Purchasing procedures employed by the district shall comply with state law and School Committee policy.

Authority for the purchase of materials, equipment, supplies, and services is extended to the Business Manager through the detailed listing of such items compiled as part of the budget-making process.

The purchase of items and services on such lists requires no further Committee approval except when by law or Committee policy the purchases or services must be put to bid.

LEGAL REF.: M.G.L. 30B, Uniform Procurement Act

CROSS REF.: DJE, Bidding Procedures

File: DJB

PURCHASING PROCEDURES

Purchasing shall be done in accordance with state law and procedures established by the office of the Business Manager, who shall have full authority to question the quality, quantity and kind of materials requested and received by the District. The Business Manager may purchase supplies, materials, equipment and services up to the amounts specified in state law, beyond which a competitive bidding process is required.

The Superintendent Director or Business Manager may authorize an expenditure which exceeds the budget classification allowance against which the expenditure is the proper charge only if an amount sufficient to cover the purchase is available in the budget for transfer by the School Committee.

No district funds shall be expended for the purchase of alcoholic beverages.

The Committee shall not recognize obligations incurred contrary to Committee policy and administrative regulations.

LEGAL REFS.: M.G.L. 30B; 687

CROSS REF.: DJE, Bidding Procedures

[MA OIG Procurement Charts](#)

Appendix B

National School Lunch Program - Buy American Provision

Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 requires schools participating in the National School Breakfast and Lunch Programs in the contiguous United States to purchase, to the maximum extent practicable, domestic commodities or product for use in the meals served under these programs. The legislation defines "domestic commodity or product" as one that is produced in the United States and is processed in the United States substantially using agricultural commodities that are produced in the United States.

"Substantially" means that over 51% of the final processed product consists of agricultural commodities that were grown domestically. These provisions apply to all funds in the food service account and not just federal reimbursements.

Exceptions to the Buy American provision should be used as a last resort; however, an alternative or exception may be approved upon request.

To be considered for the alternative or exception, the request must be submitted in writing to a designated official, a minimum of 5 days in advance of delivery. The request must include the:

- a) Alternative substitute (s) that are domestic and meet the required specifications:
 - i) Price of the domestic food alternative substitute (s); and
 - ii) Availability of the domestic alternative substitute (s) in relation to the quantity ordered.

- b) Reason for exception: limited/lack of availability or price (include price):
 - iii) Price of the domestic food product; and
 - iv) Price of the non-domestic product that meets the required specification of the domestic product.