

POLICY NUMBER: 96-03

SUBJECT: PURCHASING

EFFECTIVE DATE: September 21, 1996

REVISION DATE: 1/28/2006; 5/13/2024

APPROVED BY: CWEA Board of Directors

POLICIES AND PROCEDURES

This policy establishes the procedure for the purchase of supplies, materials, equipment, and services for CWEA to ensure that CWEA is receiving the best cost for goods and services. It also limits the number of individuals who may obligate CWEA. This policy is not applicable to contracts or purchases for conferences such as meeting space, hotels, food and beverage, and exhibit hall management.

PROCEDURES

1. AUTHORITY TO PURCHASE OR OBLIGATE CWEA

The Executive Director/Chief Executive Officer (ED/CEO) and the Chief Financial/Operating Officer (CF/OO) shall have the authority to purchase or contract for supplies, materials, equipment, and services required by CWEA, subject to budget approval by the Board of Directors.

Only the President, ED/CEO, and the CF/OO shall have the authority to commit CWEA funds as approved by the Board of Directors. Any pre-contract discussions and agreements are preliminary, tentative, and unless otherwise specified beforehand, in writing by the Board of Directors, are at the expense of the vendor, not CWEA.

CWEA assumes no contractual obligation to the supplier until a formal contract or purchase order is executed and accepted, or authorization to proceed is given by the President, ED/CEO, or the CF/OO. All contracts for the purchase of work and supplies to be furnished or used by CWEA shall comply with relevant local, state, and federal law.

2. PURCHASES AND CONTRACTS GREATER THAN \$50,000

All purchases and contracts exceeding \$50,000 shall be based on solicitation of at least three (3) responsible and responsive written bids.

Exceptions: Emergency purchase and contract for supplies, materials, equipment, and services may be made free of the bidding requirements of this policy when the purchase or contract for the item or items is immediately necessary for the continued operation of the CWEA or for the preservation of life and property, or when such purchase is required for the health, safety and welfare of staff or volunteers. The ED/CEO shall inform the Board President in writing of any exceptional purchases.

3. PURCHASES AND CONTRACTS NO GREATER THAN \$50,000

Purchases and contracts no greater than \$50,000 require an informal quote, or price, before purchase. These purchases must still demonstrate need and cost reasonableness.

4. RECURRING CONTRACTS FOR PROFESSIONAL SERVICES

Recurring contracts with providers of Professional Services, such as CPA firms or psychometric consultants, will be evaluated every three years. Requests for proposals will be prepared and sent to qualified firms in the same field, as necessary. The need to send requests for proposal will be made on a case-by-case basis, with the ED/CEO making the final decision.

5. AWARD OF PURCHASE OR CONTRACT

Purchase or contracts shall be awarded at the sole discretion of the ED/CEO or the CF/OO. The following criteria are a guideline, though not an exhaustive list, for consideration in making the decision:

- The quality, suitability, and efficiency of the item or service offered, and its conformity with the Association's business needs.
- The total life cycle cost of the equipment, as appropriate.
- The delivery, discount terms, and all other conditions submitted in the bid.
- The reputation of the equipment, the service reputation of the bidder, and all other information and data required to prove the responsibility of the supplier.
- The maintenance contract cost and terms.

All bids shall be evaluated objectively and using the same criteria to ensure fairness to potential vendors.

6. REJECTION OF BIDS/QUOTES/PROPOSALS (BIDS)

CWEA shall reserve the right to reject any or all bids in whole or in part and may waive any irregularities or informalities in any bid when such action is considered to be in the best interest of the CWEA. All bids received after the designated closing time shall be considered non-responsive and shall be rejected unless the ED/CEO determines there exists an appropriate reason to make an exception. Exceptions may only be granted by the ED/CEO.

7. NOTIFICATION OF AWARD

All suppliers participating in the formal bid process shall be notified in writing, upon their request, of the terms and conditions of the successful bid.

8. PROTEST OF BIDDING PROCEDURES

The procedures for protesting competitive bidding processes and selection of successful bidders set forth herein is mandatory and the time limits are absolute. The ED/CEO shall in all cases determine questions in relation to the approval in awarding contracts, and all questions which may arise relative to the fulfillment or interpretation of these purchasing guidelines. The decision of the ED/CEO shall be final, subject to appeal to the Executive Committee of the Board of Directors.

In the event that any party to the bidding process disagrees with the award of any contract submitted to competitive bidding, the protest must be submitted in writing within five (5) working days of the award of the contract, and the Executive Director shall respond within ten (10) working days of the receipt of the protest.

9. VALUE OF CONTRACTS FOR WHICH EXECUTIVE DIRECTOR IS AUTHORIZED TO SIGN

The ED/CEO may execute contracts with a value of up to \$50,000. The Executive Director may execute contracts with a value in excess of \$50,000 with approval of the President. The President may execute any contract for CWEA.

