



PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT

PURCHASING OVERVIEW & PROCEDURES

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PURCHASING CONTACTS

Christina Bennett x30250

Purchasing Manager – Oversees all Purchasing functions

David Vargas x32012

Warehouse Worker III – Warehouse operations: receiving, delivery, USPS, interoffice mail

PURCHASING CALENDAR*

End of April Last Monday of April, purchasing requisitions due/cut-off for the school year.

Mid-May Office Depot & Other Open Order P.O.'s cut-off

Mid-June (last day of school) Summer School & Custodial Supplies due/cut-off

PLEASE NOTE THAT MAIL DELIVERY TO THE SCHOOL SITES MIGHT NOT OCCUR DURING THANKSGIVING BREAK, WINTER BREAK, OR SPRING BREAK.

*Specific dates shall be announced each Spring by the Purchasing Department

PURCHASING OBJECTIVES

This document is provided as a guide for purchasing procedures. It is not meant to cover every situation. If, at any time, you have any questions regarding this document or any purchasing or warehouse procedure, please contact the appropriate person on the Purchasing Contacts page.

The primary objective of this Purchasing “Handbook” is to provide the following:

- a. A reference of information on how to obtain materials and services needed by school district staff and how to obtain services from the Purchasing Department.
- b. Assistance in answering questions relating to the purchase of materials, supplies and services from outside sources and the warehouse.
- c. To be in compliance with Sections 54202 and 54204 of the Government Code of California which state:

54202. “Every local agency shall adopt policies and procedures, including bidding regulations, governing purchases of supplies and equipment by the local agency. Purchases of supplies and

equipment by the local agency shall be in accordance with all provisions of law governing same. No policy, procedure, or regulation shall be adopted which is inconsistent or in conflict with statute.”

54204. “If the local agency is other than a city, county, or city and county, the policies provided for in Section 54202 shall be adopted by means of a written rule or regulation, copies of which shall be available for public distribution.”

PURCHASING ETHICS

All individuals involved in procurement responsibilities must do so free from conflict of interest. Uniform Guidance 2 CFR 200.318(c)(1) states that no employee, officer, or agent of the District shall participate in, nor attempt to influence the selection, award, or administration of a contract if any real or apparent conflict of interest exists. Please refer to Board Policy 9270 Conflict of Interest for additional information.

Additionally, all Purchasing activities will be conducted in accordance with the following:

1. To regard Public Service as a sacred trust, giving primary consideration to the interests of the School District whose interest we serve.
2. To purchase without prejudice, seeking to obtain the maximum benefit for tax dollars expended.
3. To avoid unfair practices, giving all qualified vendors/contractors an equal opportunity.
4. To respect the District’s obligations and to require that vendors/contractors respect their obligation(s) to the District.
5. To strive constantly to improve purchasing methods and the selection of materials and services we buy.
6. To counsel and assist fellow purchasing agents in the performance of their duties.
7. To conduct ourselves with fairness and dignity, and demand honesty and truth in buying and selling.
8. To cooperate with all organizations and individuals engaged in enhancing the development and standing of the purchasing profession.
9. To remember that everything we do reflects on the School District and govern our actions accordingly.
10. To comply with the District’s Governing Board policies and regulations, and all local, State, and Federal legal code provisions which apply to public school purchasing.

The School District shall conduct all purchasing functions within the dictates of the Education Code and Public Contract Code. All purchases exceeding the limits established by the Public Contract Code shall be advertised for competitive bid. All authorizations going to bid will be presented to the Board of Trustees at their regularly scheduled Board meetings.

Purchases shall be made by competitive bidding, formal or informal quotation, or as otherwise stated in Board Policies and Administrative Regulations: 3310, 3311, and 3312. The award will be made to the lowest responsive and responsible bidder meeting specifications. Specifications will be established which are thoroughly descriptive of the materials/services desired to promote competitive bidding and to develop responsible bidders able to offer the best prices consistent with quality, delivery and services. The Board of Trustees shall approve all bid specifications at the time of award.

Any procurement which affects the health, safety or the efficient operation of the District may be issued without Board approval, upon direction of the Chief Business Official.

PURCHASING RESPONSIBILITIES

1. The Purchasing Department shall establish practical and efficient office procedures, reports, and systems for the most effective operation of the Department.
2. The Purchasing Department shall conduct, supervise or verify all purchase transactions for the District.
3. The Purchasing Department shall act as a resource center of material information and provide suggested sources of supplies.
4. The Purchasing Department shall coordinate its activities with the Finance Department.
5. The Purchasing Department shall establish an annual purchasing calendar.
6. The Purchasing Department may coordinate the return of materials received on a District purchase order at the site's/dept's request. If Purchasing coordinates the return, the site/dept must provide to Purchasing: P.O.#, item #, quantity, reason for return, indicate replacement item & price or return for credit, and prepare/store items for return.
7. The quality standard for goods and services shall be coordinated by the Purchasing Department with the advice and assistance of appropriate District staff, principals and teachers. The basic criteria in determining quality shall be:
 - a. Use of the material or equipment
 - b. Results to be obtained through its use
 - c. Required characteristics of the material and equipment to obtain the result

Additional factors are availability, standardization of product, manufacturer practices and packaging.

COMMUNICATIONS WITH VENDOR/SUPPLIER REPRESENTATIVES

1. Vendors may be represented by sales people, consultants, sales consultants, and sales-engineers or others with titles designed to indicate their qualifications and functions.
2. When schools and departments require the assistance afforded by consultants, sales consultants, sales engineers, or other technical vendor representatives, such assistance is to be requested through the Purchasing Department.
3. In meetings with sales people, anyone who is not a member of the Purchasing Department shall not commit himself/herself by implication or otherwise, or show a preference for any particular product. Staff members shall not reveal the District's source of any product, or give any information regarding performance or price which might in any way embarrass the District.
4. Communication with suppliers shall be through the Purchasing Department, except in cases where technical details make it advisable to delegate authority to others (please see exceptions noted below). In case of this exception, copies of all correspondence shall be forwarded to the Purchasing Department.

Exceptions

Maintenance, Operations & Transportation, Food Services, and Information Technology may, due to the nature of their operations, types of emergencies with which they are confronted, and technicians they employ, make direct contact with vendors, but should forward any correspondence with vendors to the Purchasing Department. Maintenance, Operations & Transportation, Food Services, and Information Technology personnel are not authorized to commit the District to any transaction involving the expenditure of funds. All such transactions require the approval and authorization through the Purchasing Department.

PURCHASING – STAFF RELATIONSHIPS

1. All purchases shall be made by, and coordinated through, the Purchasing Department.
2. Communication with suppliers regarding price and/or adjustment shall be through the Purchasing Department. Sales representatives may be permitted in operating units for the purpose of demonstrating materials, provided the approval of the Principal or Supervisor of the school/department has been secured. Such visitations should be arranged by the Purchasing Department.
3. The Purchasing Department shall strive to remain current in its knowledge of new materials and services and shall inform other departments of changes.
4. Board members, officers, employees or consultants of the District or their families shall not be interested financially in any contract/purchase order entered into by the Board. This policy shall

also preclude acceptance of gratuities, financial, or otherwise, by the above persons from any supplier of materials or services to the District.

5. The Purchasing Department shall seek competent counsel from colleagues regarding matters of common interest.
6. Selection of material needed is the prerogative of each using department, however, the Purchasing Department shall have the authority to request, gain additional information regarding the quality safety, health, and economy and to substitute materials when appropriate. Disagreements over materials not meeting District criteria that cannot be reconciled between the Purchasing Department and the requisitioner will be forwarded to the Chief Business Official and the Cabinet representative. Their decision will be final.
7. Requests for rush orders and emergency orders should be held to a minimum. All such orders must go through the Purchasing Department.
8. The Purchasing Department will work with designated staff to study and recommend adoptions and revisions of specifications for materials and equipment best suited for the intended purpose. The Purchasing Department will also work with selection of supplies and equipment, when such service is required or requested.
9. District student bodies may request the services of the Purchasing Department to assist in their purchasing activity. Other District organizations, such as PTA's, etc., may request advice from the Purchasing Department.
10. Purchase of supplies, instructional materials, equipment, or services made by staff members without the approval of the Purchasing Department will be the obligation of the staff member making the purchase and would not be binding on the District. All transactions for supplies, materials, equipment, or services require a purchase order issued by the District Purchasing Department.

PURCHASING PROCEDURES

PURCHASE REQUISITIONS

All school sites and departments, when requisitioning materials and services, should use electronic requisitions utilizing the San Luis Obispo County Office of Education Financial Information System (QSS). For training of staff members in the utilization of electronic requisitioning, please contact the Purchasing Department.

Requisitions must be sent to Purchasing prior to the services or materials being ordered. After the receipt of a Requisition in the Purchasing Department, normal processing time varies with the complexity of the purchase. Routine orders for stock items can be purchased within 5 - 10 working days. More complex, specialized, or custom items may take four (4) to eight (8) weeks in order to obtain required quotations, allow for lead-time, or advertise for bids.

PURCHASE ORDERS

All requisitions for material, supplies, and services must be authorized by means of a district-approved Purchase Order.

The Purchase Order will be created from the information provided on the Requisition. The purchase order will be emailed, ordered online, or faxed to the vendor. The Purchasing Department reserves the right to change a vendor when the same or similar material may be obtained at a lower cost.

Any individual who places an order without approval from the Purchasing Department may be liable for the payment of that order. All Requisitions submitted for reimbursement of received materials and services will be the responsibility of the individual placing the order.

QUOTATIONS

Written quotations are required for services, labor, supplies, materials and equipment exceeding \$5,000.00.

PURCHASE ORDERS – STANDING/“OPEN”

A Standing/“Open” Purchase Order is prepared for school sites and departments to cover/facilitate the ongoing purchase of various inexpensive supplies and materials throughout the school year (e.g. homemaking, photography, industrial arts, maintenance, transportation) with a **specific vendor**. To create a Standing/“Open” Purchase Order, a department must provide an approved Purchase Requisition.

Standing/“Open” Purchase Orders will indicate personnel authorized to make purchases, the type of purchases to be made, and a realistic not-to-exceed amount for the entire year. It is imperative that your **receipts noted with the PO#** for purchases be turned in to Fiscal Services as soon as your items are received or purchase is made.

NEW VENDOR SET UP

If you need to enter a requisition for a new vendor, please email the Purchasing Manager with the full vendor contact information: vendor name, address, email address, phone#, fax#, & website. Purchasing will create the vendor file & notify you of the vendor # to use on your requisition.

DISTRICT CHOICE

If there are materials, equipment, supplies or services staff wishes to order, but do not have a suggested vendor or would like the Purchasing Department to obtain quotes and find the best pricing, please provide a full description of the item/service required and use vendor ID 014083, “District Choice” on the requisition. Purchasing will then contact the requester & coordinate sourcing the item/service.

CONTRACTS/AGREEMENTS

Board Policy #3312 states that all contracts between the district and outside agencies shall be prepared under the direction of the Superintendent or designee. The power to contract has been delegated to the Superintendent or the Superintendent, Business Services. All contracts require Board of Trustees approval or ratification.

RECEIPT OF MATERIAL

All orders, other than Office Depot orders, will be shipped to the Warehouse for receiving and distribution to the school/department site.

PAYMENT OF INVOICES

The PASO ROBLES JOINT UNIFIED School District recognizes and accepts responsibility for payment of orders placed with companies through a District Purchase Order.

In accordance with Board Policy #3310/AR-1, the purchase of supplies, instructional materials, or equipment made by staff members without an approved District Purchase Order may be the obligation of the individual making the purchase, and would not be binding on the District.

If you have any questions regarding purchasing procedures, please call the Purchasing Department for further assistance. The Purchasing Staff will be glad to assist you.

RETURN OF PURCHASED MATERIAL/RMA's

Sites/Depts may handle returning items to a vendor on their own or request coordination/assistance through Purchasing. Please be advised that a vendor may assess a restocking fee when returning items for credit. Vendors' policies allow limited timeframes for returns of items and we must work within their timelines.

If the site/dept chooses a Purchasing coordinated return, the site/dept must provide to Purchasing the following information/documentation:

PO#, item #, quantity, reason for return, indicate replacement item & price or return for credit, prepare/store items for return.

FOOD SERVICES/FEDERAL PURCHASES

Buy American

Our Food Services Department, *as a SFA*, is required to adhere to the Buy American provision in the National School Lunch Program. This requires us to purchase, to the maximum extent practicable (feasible), domestic commodities and products, defined as:

- An agricultural commodity that is produced in the United States.
- A food product that is processed in the United States containing a substantial amount of agricultural commodities that are produced in the United States. The term “substantial” means 51 percent or more. Products from Guam, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed as territories of the United States.

Before utilizing any of the limited exceptions to the Buy American provision, alternatives to purchasing non-domestic food products should be evaluated, such as:

- Considering other domestic sources for the product.
- Considering a domestic product that could be easily substituted for the less expensive non-domestic product.
- Considering whether or not there is a more opportune time of year to solicit bids, as prices and/or availability change.

Exceptions to the Buy American provision, when purchasing domestic commodities and products are not practicable, exist as follows:

- The product is not produced or manufactured in the United States in sufficient and reasonable available quantities of a satisfactory quality.
- Competitive bids reveal the cost of a United States product are significantly higher than the non-domestic product. As used here, our District defines the term “significantly higher” to mean a price difference of 25 percent or greater.

If an exception to the Buy American provision is ever used, detailed documentation justifying the exception must be kept.

California law also requires preference be given to United States grown produce and United States processed foods when there is a choice and it is economically feasible. In determining “economically feasible,” consideration is given to total cost, quantity, quality of the food, as well as our budget and policies. (7 CFR, Section 210.21[d][1-2]) (USDA SP-24-2016) (PCC 3410)

Capital Expenditure Purchases

Federal requirements (found in the Office of Management and Budget [OMB] guidance cited at Title 2, *Code of Federal Regulations* [2 CFR], Part 225 [Cost Principles for State, Local, and Indian Tribal Governments], Appendix B, Item 15 [Equipment and other Capital Expenditures]) require a grantee or subgrantee to obtain prior written approval from its awarding agency before incurring the cost of a capital expenditure. Both the OMB guidance and generally accepted accounting principles identify equipment as a capital expenditure.

For purposes of this federal prior approval requirement, OMB guidance and USDA regulations define “equipment” as any item of nonexpendable personal property with a useful life of more than one year and an acquisition cost that equals or exceeds the federal per-unit capitalization threshold of \$5,000, or a lower threshold set by state or local-level regulations.

California Department of Education Management Bulletin SNP-38-2014 authorizes school food authorities (SFA) to purchase equipment from the U.S Department of Agriculture (USDA) Capital Expenditure Approved List on or after July 21, 2014, without the need to submit a request to the

California Department of Education (CDE) for prior approval; and provides instructions for submitting a request for equipment not on the Capital Expenditure Approved List.

The USDA Capital Expenditure Approved List is available on the CDE Cafeteria Fund Guidance Web page at <http://www.cde.ca.gov/ls/nu/sn/cafefundguide.asp>.

For any capital expenditure requests not included on the USDA-approved list with a unit cost of \$5,000 or greater, SFAs must send an e-mail to snpcafefundquestions@cde.ca.gov with the following information:

- The subject line should read, "Capital Expenditure Request—[Indicate if it is an emergency request here, e.g., cafeteria cannot function without immediately replacing the equipment]"
- The body of the e-mail message should:
 - Describe the equipment, including what it is and how it will support the operation or maintenance of the nonprofit school food service
 - Provide estimated cost and whether bids have been sought for the equipment
 - Explain how the old equipment that still has value will be disposed of and acknowledge that any proceeds from the disposition of the equipment will be used to offset the cost of the replacement equipment
 - Acknowledge that any equipment purchased with cafeteria funds must be used exclusively (100 percent) by the nonprofit school food service—i.e., not to be shared with other Local Educational Agency programs
 - Include Child Nutrition Information and Payment System (CNIPS) identification number, agency name, and contact information.

Discounts, Rebates, and Credits

All food service contracts, as well as solicitations for such contracts, which are either Cost-Reimbursable, or contain Cost-Reimbursable provisions, must contain provisions that require the return of any discounts, rebates, and other applicable credits. Any discounts, rebates, and/or other applicable credits must be individually itemized on the vendor's invoices. In the case of other applicable credits, the nature of the credit must also be detailed on the vendor's invoice. There is no exception to this, as any type of vendor concession may be deemed a gift and therefore is not acceptable. (7 CFR, Section 210.21[f][iv])

Geographic Preference

Our Food Services Department, as a School Food Authority (SFA), has the option to apply a geographical preference to a local area determined at our discretion, when procuring unprocessed locally grown or locally raised agricultural products.

As used above, the term "unprocessed locally grown or locally raised agricultural products" means only those agricultural products that retain their inherent character. The effects of the following food handling and preservation techniques shall not be considered as changing an agricultural product into a product of a different kind or character: Cooling; refrigerating; freezing; size adjustment made by peeling, slicing, dicing, cutting, chopping, shucking, and grinding; forming ground products into patties without any additives or fillers; drying/dehydration; washing;

packaging (such as placing eggs in cartons), vacuum packing and bagging (such as placing vegetables in bags or combining two or more types of vegetables or fruits in a single package); the addition of ascorbic acid or other preservatives to prevent oxidation of produce; butchering livestock and poultry; cleaning fish; and the pasteurization of milk. (7 CFR, Section 210.21[g]) (USDA SP 03-2013)

Unpaid Meal Charges

Delinquent Debt

Unpaid meal charges, like any other money owed to the NSFSFA, are considered “delinquent debt” when payment is overdue, as defined by State or local policies. The debt is classified as delinquent as long as it is considered collectable and efforts are being made to collect it. A debt owed to the NSFSFA (i.e., an account receivable) is an asset. As such, the debt remains on the accounting documents until it is either collected or is determined to be uncollectable and written off .

Unpaid meal charges may be carried over at the end of the school year (i.e., beyond June 30) as a delinquent debt and collection efforts may continue into the new school year. This allows SFAs to work with families to establish longer repayment plans and to continue pursuing collection efforts when students change schools in the district or move outside the district.

State agencies and SFAs should ensure that efforts do not have a negative impact on the children involved, but focus primarily on the parents or guardians responsible for providing funds for meal purchases.

Bad Debt

When local officials determine that further collection efforts for delinquent debt are useless or too costly, the debt must be reclassified as “bad debt.” Federal Regulations at 2 CFR 200.426 define bad debts as “debts which have been determined to be uncollectable....” Debts are considered assets because they represent money due to the NSFSFA. However, once a delinquent debt is reclassified as a bad debt it is no longer considered an asset because it is, by definition, uncollectable. Therefore, bad debts must be written off as operating losses.

National School Lunch Program (NSLP) and School Breakfast Program (SBP) regulations require SFAs to “comply with the requirements to account for all revenues and expenditures of [its] nonprofit school food service” and to “meet the requirements for the allowability of nonprofit school food service expenditures in accordance with this part and 2 CFR 200, Subpart E” [7 CFR 210.19(a)(1) and 7 CFR 220.13(i)]. Therefore, expenditures from the NSFSFA must meet the standards for allowable costs set out in the Federal cost principles at 2 CFR Part 200, Subpart E.

Section 200.426 of Subpart E states that “Bad debts...arising from uncollectable accounts and other claims, are unallowable. Related collection costs, and related legal costs, arising from such debts after they have been determined to be uncollectable are also unallowable.” Therefore, NSFSFA resources may not be used to cover costs related to the bad debt, such as continued legal and collection costs.

Additionally, while bad debt must be written off as an operating loss, this particular operating loss may not be absorbed by the NSFSFA, but must be restored using non-Federal funds. These funds may come from the school district’s general fund, special funding from State or local governments, school or community organizations, or any other non-Federal sources. Once delinquent meal charges are converted to bad debt, records relating to those charges must be maintained in

accordance with the record retention requirements in 7 CFR 210.9(b)(17) and 7 CFR 210.15(b).

LEGAL REQUIREMENTS

The following are summaries of legal requirements:

Federal Funds

- Contracts involving Formal Purchase Procedures must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (2 CFR, Appendix II to Part 200[A])
- Contracts in excess of \$10,000 must address termination for cause and for convenience by the District, including the manner in which we will be affected and the basis for settlement. (2 CFR, Appendix II to Part 200[B])
- Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the Equal Opportunity clause provided under 41 CFR 60-1.4(b). (2 CFR, Appendix II to Part 200[C])
- Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by the District must include a provision requiring contractors to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.(2 CFR, Appendix II to Part 200[D])
- Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the District in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, whereby each contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. (2 CFR, Appendix II to Part 200[E])
- Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or non-profit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. (2 CFR, Appendix II to Part 200[F])
- Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the -Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(2 CFR, Appendix II to Part 200[G])

- Debarment and Suspension (Executive Orders 12549 and 12689). Aggregate contract awards of \$25,000 or more (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM). (2 CFR, Appendix II to Part 200[H])
- Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. (2 CFR, Appendix II to Part 200[I])
- Avoidance of Conflict of Interest (2 CFR 200.318)

State and Local Funds (Non-Federal)

- According to the California Public Contract Code, "It shall be unlawful to split or separate into smaller work orders or projects any work, project, service, or purchase for the purpose of evading the provisions of this article requiring contracting after competitive bidding." (PCC 20116/20657)

Required Certificates:

- Non-collusion Declaration. Applicable to bids for public works. (PCC 7106)
- DVBE documentation. Applicable to bids for public works. (EDC 17076.11)
- Certification of Contractor and Subcontractor(s) Division of Industrial Relations Registration. Applicable to contracts for public works. (LAB 1725.5[a][1])
- Certificate of Workers' Compensation Insurance. Applicable to contracts for public works. (LAB 1725.5[a][2][A])
- Contractor's License. Applicable to contracts for public works. (LAB 1725.5[a][2][B])
- Certification of Prevailing Wage and Related Labor Requirements. Applicable to contracts for public works. (LAB 1771) (2 CFR, Appendix II to Part 200[D])
- Fingerprint Certificate. Applicable to contracts for public works. (EDC 45125.2)
- Drug Free Workplace Certificate. Applicable to all contracts awarded. (GOV 8355)
- Iran Contracting Act. Applicable to contracts of \$1,000,000 or more. (PCC 2203[a], 2204[a][b])