

Descriptor Term:

DJE

PURCHASING PROCEDURES

ISSUE DATE: **6-19-00**

Revised: **12-8-14**

All purchases by this school district which will be paid for with public funds shall be made pursuant to the purchasing laws of the State of Mississippi. (Mississippi Code 31-7-1 et seq.) In addition, the District will adhere to the requirements set forth in Section D of the Financial Accounting Manual for Mississippi Public School Districts, which states, "The person receiving the goods and services by comparison of items received to the items ordered as detailed on the purchase order. The receiving report should be signed and dated once acceptance has been made. In the absence of a receiving report, the vendor's invoice should be signed and dated by the person receiving the goods and/or services once acceptance has been made."

It is the intention of the school board to purchase competitively without prejudice and to seek maximum educational value for each and every dollar expended.

The school board shall insure that the school district shall maintain a list of supplies and equipment, including quality specifications when applicable, regularly used in this district. The list shall be used by the school board in obtaining competitive bids for supplies or equipment to be purchased and shall be available to any interested person. (37-39-5)

In connection with the purchase of necessary supplies or equipment for regular school operations, this school board may, in its discretion, designate as its purchasing agent or agents such school official or officials as deemed appropriate and may authorize such agent or agents to make purchases of supplies and equipment subject to competitive bid requirements in Section 37-7-1 et seq.

Supplies that are perishable or foods purchased for use in connection with the school lunch and homemaking programs shall be exempted from competitive bid requirements. However, the school board shall adopt and place in its minutes definite policies for guidance of the purchasing agent(s) in connection with purchases of perishable supplies or foods which are unstable or variable in price. Such policies shall have the effect of law, and any violations shall be subject to the penalties as provided by law. (37-39-15)

Purchases of items regularly used in connection with school operation shall not be made in small quantities for the purpose of circumventing the law requiring competitive bids or quotations, but shall be purchased by contract whenever feasible. School boards shall have the authority, however, to award such contracts for supplies or equipment to be delivered to different points in the school district or county, to different bidders, when the best interests of the district or county warrant such action. Reasons for awarding such contracts to different bidders for different areas in the district shall be recorded on the minutes of the school board. In no event shall the price paid exceed the lowest and best bid received. (37-39-17)

This school board hereby declares that it is essential to the efficient operation of this school district that adequate supplies of goods and services continue to be available from private sources; that the good name and credit of the district may be promoted by timely and responsible payment of just claims; and that fair compensation be awarded suppliers when payments of their claims are delayed without justification.

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The superintendent or business manager shall mail or otherwise deliver checks for the payment of goods and services no later than forty-five (45) days after receipt of the invoice and receipt, inspection and approval of the goods or services; however, in the event of a bona fide dispute, the school district shall pay only the amount not disputed.

If a warrant or check, as the case may be, in payment of an invoice is not mailed or otherwise delivered within forty-five (45) days after receipt of the invoice and receipt, inspection and approval of the goods and services, the school district shall be liable to the vendor in addition to the amount of the invoice, for interest at a rate of one and one-half percent (1-1 ½ %) per month or portion thereof on the unpaid balance from the expiration of such forty-five day period until such time as the warrant or check is mailed or otherwise delivered to the vendor. The provisions of this paragraph shall apply only to undisputed amounts for which payment has been authorized. In the case of an error on the part of the vendor, the forty-five-day period shall begin to run upon receipt of a corrected invoice by the school district and upon compliance with the other provisions of this section. The school district shall be responsible for initiating the penalty payments required by this subsection and shall use this subsection as authority to make such payments. Also, at the time of initiating such penalty payment, the school district shall specify in writing an explanation of the delay and shall attach such explanation to the requisition for payment of the penalty or to the file copy of the check issued by the school district, as the case may be.

In the event of a bona fide dispute as to an invoice, or any portion thereof, the dispute shall be settled within thirty (30) days after interest penalties could begin to be assessed, if it were not for the dispute.

If a warrant or check, as the case may be, in payment of an invoice, subject to a prior dispute, is not mailed or otherwise delivered within thirty (30) days after settlement of the dispute, the school district shall be liable to the vendor, in addition to the amount of the invoice, for interest at a rate on one and one-half percent (1-1 ½ %) per month or portion thereof on the unpaid balance from the expiration of said thirty-day period until such time as the warrant or check is mailed or otherwise delivered to the vendor. At the time of initiating such penalty payment, the school district shall specify in writing an explanation of the delay and shall attach such explanation to the requisition for payment of the penalty or to the file copy of the check issued by the school district, as the case may be. The interest penalty prescribed in this paragraph shall be in lieu of the penalty provided in subsection (3). Section 31-7-305 (1986)

This school district shall monthly notify the State Fiscal Management Board of the number and dollar amount of late payments made by the school district along with the amounts of interest paid and the specific steps being taken to reduce the incidence of late payments.

If the terms of the invoice provide a discount for payment in less than forty-five (45) days, the school district shall preferentially process it and use all diligence to obtain the savings by compliance with the invoice terms, if it would be cost effective. Section 31-7-30 (2) (3) (1986)

Whenever a vendor brings formal administrative or judicial action to collect interest due under this act, the school district shall be required to pay any reasonable attorney's fees if the vendor prevails. Section 31-7-309 (1986)

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SALES TAX PAYMENT PROCEDURE FOR ITEMS PURCHASED FOR RESALE

For each and every item purchased by a school or department, regardless of price, that is to be resold to students and/or the public, there shall be paid at the time of purchase full sales taxes (7%) to the vendor from whom the item is being purchased.

1. The rule applies only to those items being resold, i.e., pencils, paper, books, shirts, calendars, candy, candles, etc. Those items consumed in the education process remain tax exempt.
2. Tax is not to be added to the price of an item and collected at the time of resale. The price of an item may be increased to recoup the tax paid.
3. Each requisition, purchase order, and invoice for an item that is to be resold shall have "For Resale" written thereon.
4. Orders for resale items and orders for supplies shall not be included on the same purchase order or requisition.

LEGAL REFERENCE: Mississippi Code, as cited above