



**Dwayne Peaslee
Technical Training
Center**

Policy and Procedure
Manual



**Dwayne Peaslee Technical Training Center
Policies and Procedures Manual**

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A. Introduction and Overview

- Introduction and Purpose of this Manual

The purpose of this manual is to provide an overview of the Dwayne Peaslee Technical Training Center, referred to as Peaslee Tech herein, and guide the policies and procedures for its operations. This manual will be provided to new employees, existing employees, training partners, and other interested persons.

- Description of the Services Provided by Peaslee Tech

As these

- Mission/Vision/Values Statements

Mission:

The Dwayne Peaslee Technical Training Center is a catalyst for economic growth, providing technical training to a diverse community of learners to meet the current and emerging needs of our communities and employers.

Vision:

The Dwayne Peaslee Technical Training Center envisions a community with a technically skilled workforce that fosters retention, expansion, and attraction of business.

Values:

The Dwayne Peaslee Technical Training Center values
Empowering diverse individuals
Collaborating across the community
Cultivating innovation and entrepreneurship

B. Policies

- Location

Peaslee Tech is located at 2920 Haskell Avenue, Suite 1, Lawrence, Kansas 66046

- Working Hours

Peaslee Tech's hours vary considerably, based on training activities throughout the year. Highest times of activities are typically 8:00 a.m. to 7:30 p.m., Monday through Friday. Saturday classes take place as scheduled.

- Dress Code

Peaslee Tech's dress code policy aligns with the nature of the workplace and sets standards according to common practices in training facilities. Peaslee Tech's goal is to provide a workplace environment that is comfortable and inclusive for all employees. Attire should exhibit common sense, good judgement, and professionalism. Employees who wear attire that is deemed inappropriate in this workplace will be dealt with individually rather than subjecting all employees to a more stringent dress code for appropriate attire. Below are basic requirements:

- Clothing should be pressed and not wrinkled.
- Do not wear anything that other employees, trainees, partners, or public members might find offensive.

- Torn, dirty, or frayed clothing is unacceptable.
- Clothing that has words, terms, or images that may be offensive to employees, trainees, partners, or individuals in the public is unacceptable. This includes images which use profanity, are political or religious in nature, are sexually provocative, or insult others.
- Clothing that has the Peaslee Tech logo is encouraged.
- Closed-toe shoes are required in lab areas
- No flip flop style foot apparel
- Students should check the Student Code of Conduct of the community college/tech school in which they are enrolled.

- Cell Phone Usage

This policy applies to all Peaslee Center employees.

- Cell phones shall be turned off or set to silent/vibrate mode during meetings or other settings where incoming calls may disrupt normal workflow.
- Employees may carry and use personal cell phones while at work. However, if use of a personal cell phone causes disruptions or loss in productivity, the employee may become subject to disciplinary action.
- Employees shall not be reimbursed for outgoing or incoming calls on their cell phones unless prior authorization is obtained from the executive director.

- Ethics

Peaslee Tech will comply with all applicable laws and regulations and expects its directors, officers, employees, and volunteers to behave in accordance with the letter and spirit of applicable laws. These individuals will refrain from unethical or dishonest conduct during work and non-work hours and act in a manner which will inspire public trust in their integrity, impartiality, and commitment to the best interests of Peaslee Tech and the community. As general guidelines, all Peaslee Tech-associated individuals, as indicated above, will:

- Act with integrity
- Provide stewardship of Peaslee Tech resources
- Treat others with dignity, respect, and fairness
- Avoid conflicts of interest and report any potential conflicts to supervisor
- Maintain confidentiality
- Comply with legal and professional obligations and requirements
- In addition to the above, employees should not accept or solicit money or anything of value with the intent to influence the discharge of public duties; use their position to leverage personal gain; or use Peaslee Tech's facilities for personal use or to benefit others. Employees should disclose to his/her supervisor for his/her consideration and guidance, when situations arise in which it is difficult to determine the proper course of action.

- Job Site Behavior/Attendance

A job site provides unlimited situations and opportunities to interact with others so all circumstances and behaviors cannot be discussed. However, the list below provides areas of guidance for job site behavior.

- Be professional at all times.
- Be friendly and courteous to visitors, trainees, and partners.

- Actively seek assignments when work load lessens rather than remaining passive or engaging in personal interests.
- Personal communications and activities are acceptable on a limited basis at work. For example, calling for a doctor's appointment or following up on a medical test are important and acceptable, but talking with a close friend for many minutes, several times a day regarding non-work-related items is not good judgement.
- Keep lunch times and breaks to their appropriate timeframe.
- Remain engaged and working during work hours
- Be punctual. Arrive at work on time and ready to work and remain at work during your complete work schedule.
- An employee's failure to notify the supervisor when he/she cannot work or will be late for work is grounds for discipline. Repeated incidents of such failures are grounds for dismissal.
- Absences must be credible and acceptable by the supervisor.
- In the case of illness or emergency, the employee must notify the supervisor within one hour of scheduled starting time on the day of the absence. If the employee cannot make this call, then arrangements must be made for another responsible party to help make the call to the supervisor.
- A scheduled absence of eight hours or more requires at least one week of advanced notice.
- Notice of problems in performance can include face-to-face discussion and written documentation. These notices can be progressive and lead to dismissal if corrective actions are not taken.

- Harassment

Policy Statement: A productive and satisfying work environment is one in which work is accomplished in a spirit of mutual trust and respect. Harassment is a form of discrimination that is offensive, impairs morale, undermines the integrity of employment relationships and causes serious harm to the productivity, efficiency and stability of Peaslee Tech. All employees have a right to work in an environment free from discrimination and harassing conduct, including sexual harassment. Harassment on the basis of an employee's race, color, creed, ancestry, national origin, age, disability, sex, arrest or conviction record, marital status, sexual orientation, membership in the military reserve, or use or nonuse of lawful products away from work is expressly prohibited under this policy.

- This policy will be issued to all current employees and during orientation of new employees.

Definitions

In general, harassment means persistent and unwelcome conduct or actions on any of the bases noted above. Sexual harassment is one type of harassment and includes unwelcome sexual advances, unwelcome physical contact of a sexual nature or unwelcome verbal or physical conduct of a sexual nature. Unwelcome verbal or physical conduct of a sexual nature includes, but is not limited to the repeated making of unsolicited, inappropriate gestures or comments or the display of offensive sexually graphic materials.

Harassment on any basis (race, sex, age, disability, etc.) exists whenever (a) submission to harassing conduct is made, either explicitly or implicitly, a term or condition of an individual's employment, (b) submission to or rejection of such conduct is used as the basis for an employment decision affecting an individual, or (c) the conduct interferes with an employee's work or creates an intimidating, hostile or offensive work environment.

Recognizing Harassment

Harassment may be subtle or manipulative and is not always evident. It does not refer to occasional compliments of a socially acceptable nature. It refers to behavior that is not welcome and is personally offensive. All forms of gender harassment are covered. Men can be sexually harassed; men can harass men and women can harass other women. Offenders can be managers, supervisors, co-workers, and non-employees such as clients or vendors.

Examples of Harassment

Vocal

Jokes, insults and innuendoes (based on race, sex, age, disability, etc.), degrading sexual remarks, referring to someone as a stud, hunk or babe; whistling; cat calls; comments on a person's body or sex life, or pressures for sexual favors.

Non-Verbal

Gestures, staring, touching, hugging, patting, blocking a person's movement, standing too close, brushing against a person's body, or display of sexually suggestive or degrading pictures, racist or other derogatory cartoons or drawings.

Grievance Procedure

Any employee who believes he or she is being harassed, or any employee, who becomes aware of harassment, should promptly notify his or her supervisor. If the employee believes that the supervisor is the harasser, the supervisor's supervisor should be notified.

Information on your right to file a state harassment complaint is also available from the Kansas Department of Labor at 785-296-5000 or the Kansas Human Rights Commission at 785-296-3206.

Upon notification of a harassment complaint to the appropriate person (supervisor or supervisor's supervisor), a confidential and impartial investigation will be promptly conducted by the Executive Director and will include direct interviews with involved parties and, where necessary, with employees who may be witnesses or have knowledge of matters relating to the complaint. The parties of the complaint will be notified of the findings and their options.

Non-retaliation

This policy also expressly prohibits retaliation of any kind against any employee bringing a complaint or assisting in the investigation of a complaint. Such employees may not be adversely affected in any manner related to their employment.

Disciplinary Action

Harassment and retaliation are among the most serious breaches of work place behavior. Thus, appropriate disciplinary or corrective action, ranging from a warning to termination, can be expected.

- Purchasing Policy

Approved by: Peaslee Board

Date: February 9, 2017

1.0 PURPOSE

The purpose of this policy is to establish the Peaslee Tech Policy related to the purchase of goods or professional services for use in conducting official business. Purchasing procedures further outline the purchasing process and internal procedures related to making purchases on behalf of Peaslee Tech and processing such purchases.

The Executive Director and his/her staff are empowered to make purchases of goods or professional services, within budgetary limitations and the limitations set forth in this policy, in order to conduct the necessary official business of Peaslee Tech.

2.0 POLICY

- 2.1 Peaslee Tech employees shall seek the best value when purchasing on behalf of Peaslee Tech. In order to ensure the best value, price checks are encouraged and staff is encouraged to document those price checks when purchases are made under the threshold requiring quotes or formal bidding.
- 2.2 Every Peaslee Tech employee is responsible to ensure that purchases are in the interest of, and for the betterment of, Peaslee Tech, and are for legal and appropriate Peaslee Tech business.
- 2.3 Employees are expected to exercise reasonable judgment to minimize costs by exercising the same care in incurring expenses that a prudent person would exercise in conducting personal business.
- 2.4 Vendors can expect fair and equitable treatment from Peaslee Tech.

- 2.5 The Executive Director is charged to develop purchasing procedures which detail the implementation of this policy and reflect the statements within this policy, maintain public confidence regarding purchasing, achieve the best value for Peaslee Tech, establish appropriate purchasing controls, and foster broad-based competition. Peaslee Tech employees shall consult the procedures for further guidance regarding this policy.

3.0 PURCHASING THRESHOLDS

The following sets forth the purchasing authority for various thresholds of purchases for Peaslee Tech.

\$0-\$5,000

- Follow general purchasing expectations to seek the best value when purchasing on behalf of Peaslee Tech; price checks are encouraged and staff is encouraged to document those price checks
- Executive Director approval required
- Authorized purchaser as determined by Executive Director

\$5,001-\$10,000

- Quotes are required for general purchases.
- The Executive Director or designee shall request quotations from at least three qualified vendors. These may be requested in person or by telephone, fax, e-mail, Internet and/or in writing.
- The Executive Director may require competitive bidding for items in this range.
- Peaslee Board Treasurer or President approval required, in addition to Executive Director, for payment of purchases more than \$5,000 (see C. Operations Procedures/Financial Processes/Procedures)

\$10,001-\$50,000

- Quotes required for general purchases and construction/professional-type services
- The Executive Director or designee shall request quotations from at least three qualified vendors. These may be requested in person or by telephone, fax, e-mail, Internet and/or in writing.
- The Executive Director may require competitive bidding for items in this range.
- Peaslee Board Treasurer or President approval required, in addition to Executive Director, for payment of purchases more than \$5,000 (see C. Operations Procedures/Financial Processes/Procedures)

- Board of Director’s approval required for purchases more than \$25,000
- When an architectural or engineering firm is required, then formal bids and/or Requests for Qualifications/Requests for Proposals are required

\$50,001-and up

- Formal bids and/or Requests for Qualifications/Requests for Proposals required
- The Executive Director or designee shall request bids from at least three qualified vendors. These may be requested in person or by telephone, fax, e-mail, Internet and/or in writing.
- Peaslee Board Treasurer or President approval required, in addition to Executive Director, for payment of purchases more than \$5,000 (see C. Operations Procedures/Financial Processes/Procedures)
- When commercial-off-the-shelf (COTS) items are needed, then three quotes are required instead of an RFP/RFQ
- Entities seeking construction projects must provide a bond with the bid
- Board of Director’s approval required for purchases more than \$25,000

4.0 APPROVAL OF CLAIMS

Peaslee Tech Board of Directors has authorized Peaslee Tech Executive Director the sole authority to establish and administer procurement policies and procedures for all Peaslee Tech purchases. Peaslee Tech Executive Director has the authority, within the parameters of the approved budget, to authorize payment of obligations for purchases. A register listing these payments must be presented to the Peaslee Tech Board for their acknowledgement at a Peaslee Tech Board meeting.

5.0 SUSTAINABLE PURCHASING

It is the general policy of Peaslee Tech to support the purchase of products that will minimize negative environmental, health, and social impacts of Peaslee Tech operations and support markets for sustainably-produced products. The purchase of these products is preferred whenever they perform satisfactorily and are available at a reasonable cost.

6.0 LOCAL PREFERENCE

A responsible bid from a local business entity that is no more than one percent (1%) higher than the lowest bid may be preferred over the lowest responsible bid; or if all aspects of a responsible bid from a local business entity are equal to the responsible bid

from a non-local business entity, the local business entity may be preferred. If the lowest bid from a local entity is no more than 1% higher but that 1% is more than \$10,000 higher than the lowest bid, then the lowest bid may be preferred.

Three tiers of Local Preference include:

Tier 1: Requires the business to have a permanent business address in Douglas County.

Tier 2: Requires the business to have a permanent business address within 75 miles of Lawrence, Kansas.

Tier 3: Requires the business to have a permanent business address in the State of Kansas.

Preference may be given to Tier 1, then Tier 2, then Tier 3 entities.

Local preference shall apply to all bids equal to or greater than \$50,000 except:

When bids in which Federal funds or other funds are used that prohibit the application of the preference.

On cooperative purchasing agreements or contracts in which the City, County or other partners, who do not participate in local preference bidding, participate.

If a business entity has any outstanding liens, fines or violations with Peaslee Tech or any of Peaslee Tech's funders including the City, County, and the Economic Development Corporation.

Must make bidders aware of local preference policy on RFPs.

6.0 CONTRACTING FOR PROFESSIONAL SERVICES

Peaslee Tech may issue a Request for Qualifications (RFQ) or a Request for Proposals (RFP) as a step for acquiring professional services. In the event that projected costs for services exceeds \$50,000, Request for Qualification/Proposals shall be required. The selection of a vendor to perform these professional services is based only on qualifications, both qualitative and quantitative, of the best proposal for the project.

7.0 COOPERATIVE PURCHASING AUTHORIZED

Peaslee Tech, acting through Peaslee Tech Executive Director, may either participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the purchase of any supplies, services, or construction with one or more entities, in accordance with an agreement entered into between the participants. Such cooperative purchasing may include, but is not limited to, joint or multi-party contracts with private industry

partners or units of government.

8.0 NON-COMPETITIVE SELECTION

Peaslee Tech may utilize non-competitive selection for a supply, service, or construction item without competition as determined under the following circumstances:

- a) Price established by law
- b) Emergency purchases as determined by Peaslee Tech Executive Director
- c) Resale purposes
- e) Sole source of supply

Peaslee Tech Executive Director will report to Peaslee Tech Board of Director those purchases made by non-competitive selection.

9.0 CHANGE ORDERS/CHANGES IN SCOPE

Significant changes to purchases are considered whenever the change is 10% more than the original purchase order amount. Any significant change requires a change order. Board of Directors approval is required according to the increases of the cumulative amount of the increase in an order according to the purchasing thresholds in 3.0. For example, a change order increasing the amount by \$1 to \$5,000 may be authorized by the Executive Director. A change increasing the amount by \$5,001 to \$10,000 requires authorization by the Executive Director and the Peaslee Board President or Treasurer.

To more closely monitor construction project change orders, bids must be written in a way that can clearly define what the change is and how much the increase or decrease should be. Bids should request quantities such as linear feet, square feet, cubic yards, etc. and never a lump sum.

Contracts for projects over \$50,000 may be awarded with a percentage contingency amount set by Peaslee Tech. The percentage amount awarded shall depend on the scope and complexity of the project. Any request for expenditures exceeding the contingency amount shall require Peaslee Tech approval for the additional funds.

The contract with the vendor should include language that describes the change order process.

10.0 ETHICS IN PURCHASING

11.1 General Ethical Standards for Employees: Peaslee Tech will not tolerate any attempt by any employee to realize personal gain through employment by conduct inconsistent with the proper discharge of the employee's duties. To fulfill this general prescribed standard, employees must follow the ethical requirements set forth in Peaslee Tech's adopted purchasing procedures.

11.2 General Ethical Standards for Non-Employees: Any efforts to influence any employees to breach the standards of ethical conduct set forth in this policy or Peaslee Tech’s adopted purchasing procedures is also a breach of ethical standards.

11.0 DISPOSAL OF PROPERTY

Surplus and obsolete property may be transferred, sold, offered as a trade-in, or destroyed. Abandoned and confiscated property shall be sold or destroyed. Any property disposed of will be stripped of all identification as Peaslee Tech property. The disposal of Peaslee Tech property shall be authorized by Peaslee Tech Executive Director. In the case of property valued at more than \$25,000, Peaslee Tech Board of Directors approval shall be required

12.0 ENFORCEMENT

Peaslee Tech Executive Director will have overall responsibility for administering this purchasing policy, developing procedures, and providing oversight regarding adherence to this policy and the purchasing procedures. Peaslee Tech employees will be entrusted with the responsibility of implementing and enforcing the policy.

See Purchasing Procedures for specifics of enactment of this Purchasing Policy.

- Record Retention and Destruction Policy

Approved by: Peaslee Board of Directors
Effective Date: February 8, 2018

Peaslee Tech takes seriously its obligations to preserve information relating to litigation, audits, and investigations.

The information listed in the retention schedule below is intended as a guideline and may not contain all the records Peaslee Tech may be required to keep in the future. Similarly, the items listed below may or may not have been originated by Peaslee Tech as of the creation of this policy. Questions regarding the retention of documents not listed in this chart should be directed to the Executive Director

From time to time, the Executive Director may issue a notice, known as a “legal hold,” suspending the destruction of records due to pending, threatened, or otherwise reasonably foreseeable litigation, audits, government investigations, or similar proceedings. No records specified in any legal hold may be destroyed, even if the scheduled destruction date has passed, until the legal hold is withdrawn in writing by the Executive Director.

File Category	Item	Retention Period
Corporate Records	Bylaws and Articles of Incorporation	Permanent
	Corporate resolutions	Permanent
	Board and committee meeting agendas and minutes	Permanent
	Conflict-of-interest disclosure forms	4 years
Finance and Administration	Financial statements (audited)	7 years
	Auditor management letters	7 years
	Payroll records	7 years
	Check register and checks	7 years
	Bank deposits and statements	7 years
	Chart of accounts	7 years
	General ledgers and journals (includes bank reconciliations)	7 years
	Investment performance reports	7 years
	Equipment files and maintenance records	7 years after disposition
	Contracts and agreements	7 years after all obligations end
	Correspondence — general	3 years
	Insurance Records	Policies — occurrence type
Policies — claims-made type		Permanent
Accident reports		7 years
Safety (OSHA) reports		7 years
Claims (after settlement)		7 years
Group disability records		7 years after end of benefits
Real Estate	Deeds	Permanent
	Leases (expired)	7 years after all obligations end

	Mortgages, security agreements	7 years after all obligations end
Tax	IRS exemption determination and related correspondence	Permanent
	IRS Form 990s	7 years
Human Resources	Employee personnel files	Permanent
	Retirement plan benefits (plan descriptions, plan documents)	Permanent
	Employee handbooks	Permanent
	Workers comp claims (after settlement)	7 years
	Employee orientation and training materials	7 years after use ends
	Employment applications	3 years
	IRS Form I-9 (store separate from personnel file)	Greater of 1 year after end of service, or three years
	Withholding tax statements	7 years
	Timecards	3 years
Technology	Software licenses and support agreements	7 years after all obligations end

1. Electronic Documents and Records: Electronic documents will be retained as if they were paper documents. Therefore, any electronic files that fall into one of the item types on the above schedule will be maintained for the appropriate amount of time. If a user has sufficient reason to keep an e-mail message, the message should be printed in hard copy and kept in the appropriate file or moved to an “archive” computer file folder. Backup and recovery methods will be regularly tested.

2. Emergency Planning: Peaslee Tech’s records will be stored in a safe, secure, and accessible manner. Documents and financial files that are essential to keeping Peaslee Tech

operating in an emergency will be duplicated or backed up at least every week and maintained off-site.

3. Document Destruction: The Executive Director is responsible for the ongoing process of identifying its records, which have met the required retention period, and overseeing their destruction. Destruction of financial and personnel-related documents, or any other documents requiring confidentiality will be accomplished by shredding in a cross cut or micro cut shredder.

Document destruction will be suspended immediately, upon any indication of an official investigation or when a lawsuit is filed or appears imminent. Destruction will be reinstated upon conclusion of the investigation.

4. Compliance: Failure on the part of employees to follow this policy can result in possible civil and criminal sanctions against Peaslee Tech and its employees and possible disciplinary action against responsible individuals. The Board President periodically review these procedures with legal counsel or the organization's certified public accountant to ensure that they are in compliance with new or revised regulations.

- Whistleblower

Peaslee Tech requires all directors, officers, and employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As employees and representatives of Peaslee Tech, we must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws and regulations.

- Reporting Responsibility

This Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns internally so that Peaslee Tech can address and correct inappropriate conduct and actions. It is the responsibility of all board members, officers, employees and volunteers to report concerns about violations of the organization's code of ethics or suspected violations of law or regulations that govern Peaslee Tech's operations.

- No Retaliation

It is contrary to the values of Peaslee Tech for anyone to retaliate against any board member, officer, employee or volunteer who, in good faith, reports an ethics violation, or a suspected violation of law, such as a complaint of discrimination, or suspected fraud, or suspected violation of any regulation governing operations. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment.

- Reporting Procedure

Peaslee Tech has an open-door policy and suggests that employees share their questions, concerns, suggestions or complaints with their supervisor. If you are not comfortable speaking with your supervisor or you are not satisfied with your supervisor's response, you are encouraged to speak with the supervisor's supervisor or

other authority, such as the Executive Director, or a board member, since the organization is very small and involving the board would be appropriate. Employees with concerns or complaints may also submit their concerns, in writing, directly to their supervisor or the Executive Director, who is responsible for ensuring that all complaints about unethical or illegal conduct are investigated and resolved. The Executive Director will notify the Board of Directors of all complaints and their resolution and will report at least annually to the Treasurer on compliance activity relating to accounting or alleged financial improprieties.

- Accounting and Auditing Matters
The Executive Director shall immediately notify the Board Treasurer of any concerns or complaint regarding corporate accounting practices, internal controls, or auditing and work with the committee until the matter is resolved.
- Time Tracking
 - Employees must enter their own time on a weekly timesheet, which will be turned in to the supervisor. Timesheets will be signed by the supervisor and kept as the official record of hours worked. Employees may retain a copy of their timesheets for their own record.
 - Temp agency employees will report time according to the policies of the agency employing them.
 - An employee should only view his/her own timesheets.
 - Any falsification, tampering, or unauthorized viewing of timesheets is prohibited. Violation may lead to immediate corrective action, up to and including termination.
 - Disputes over time on the job should be resolved by the employee and his/her supervisor.
 - Requests for leave must be made to the supervisor, who must sign and authorize leave.
- Employee Benefits
 - All employees are eligible for holiday pay equivalent to their normal hours of daily work. Peaslee Tech follows the Douglas County government holiday schedule.
 - Fulltime employees earn paid time off (PTO) at a rate of four hours per pay period (24 pay periods annually) and may accumulate 144 hours. Accumulated PTO hours are reimbursed in the event the employee leaves Peaslee Tech.
 - Fulltime employees receive an insurance allowance of \$200/month.
 - Fulltime employees receive up to \$2,000 in matching funds annually for participation in a qualifying retirement fund.
- Training/Career Development
 - Peaslee Tech encourages career development and training which will contribute to the effectiveness and quality of employees' work. Discuss training needs and interests with your supervisor.
- Alcohol and Tobacco/Smoking
 - Students, faculty, administrators, and visitors to the Peaslee Tech facilities must adhere to Peaslee Tech's policy of being alcohol and smoke free. Authorization by the Board is

required for any allowances to this policy for special events. This policy includes parking lot and building grounds.

- Tobacco/Smoking Policy and Cessation Help:
Peaslee Tech is committed to protecting the health of students, staff, faculty and guests by prohibiting the use and/or sale of tobacco and e-cigarette (any electronic device that delivers nicotine or other substances to the person inhaling from the device, including but not limited to an electronic cigarette, vape pen, cigar, pipe, or hookah) products at the college and on the campus.

The Surgeon General has determined that the use of tobacco and exposure to second hand smoke cause preventable disease. Each year, more than 480,000 people die prematurely of diseases caused by smoking, accounting for one out of every 5 deaths in the United States (CDC 2014). In addition to creating health hazards, tobacco and smoke increase institutional costs, including the costs of paying for fire damage, cleaning and maintenance, property and health insurance, and absenteeism.

Procedures: No person shall use, ingest, chew, smoke/vape or sell tobacco products at any time or in any place on the Peaslee Tech property. Tobacco products used for any purpose including but not limited to: lit or unlit cigarettes, electronic cigarettes, clove cigarettes, cigars, pipes, hookahs, bidis, blunts, cigarillos and smokeless tobacco or any item that simulates any of the previously mentioned products.

The enforcement of this policy is placed as a responsibility on all Peaslee Tech employees, instructors, students, and guests, and members of the colleges using Peaslee Tech facilities, including their students, faculty, staff and guests. Individuals, studying, working or visiting are expected to cooperate with the tobacco-free policy.

Cessation resources are available. Information about tobacco addiction and quitting is available through the following resources:

- Douglas County Community Health Improvement Partnership:
http://www.douglascountychip.com/task_forces/tobacco.html
- Kansas Tobacco Use Prevention Program: 8-866-KAN-Stop (1-866-526-7867)
- Kansas Department of Health and Environment Tobacco Prevention Program
<http://www.kdheks.gov/tobacco/index.html>
- Lawrence Memorial Hospital, Smoking Cessation Presentations/Classes
<http://www.lmh.org/news/2011-news/programs-for-community--business-groups/>

- Lethal Weapons/Guns on Campus

The possession or use of lethal weapons on Peaslee Tech premises is strictly prohibited. Lethal weapons include, but are not limited to, firearms, ammunition, bows/arrows, knives, explosives, and dangerous

substances as defined by K.S.A 72-89a01(h). Any person found in violation may be subject to the provisions of state law and Peaslee Tech policy. This policy includes any employee, student, faculty, staff, or any other person, other than a law enforcement officer, to possess a weapon in or on the Peaslee Tech facility, grounds, at a Peaslee Tech-sponsored activity, or extracurricular activity, even if such employee or person holds a valid concealed carry license. Possession of a weapon in a vehicle being used to transport a student/trainee is also prohibited, even if the vehicle is an employee's personal vehicle and the employee holds a valid concealed carry license. The secured storage of a weapon in an employee's personal vehicle on Peaslee Tech property, grounds, or at a Peaslee Tech sponsored event is prohibited, even if such employee holds a valid concealed carry license.

Appropriate signs noting no guns or weapons shall be posted as directed by the Peaslee Board. Refusal to surrender or immediately remove from Peaslee Tech property or grounds, or any Peaslee Tech-sponsored activity or event, any firearm or weapon in the possession of any person, when so requested or directed by an authorized Peaslee Tech employee or any law enforcement officer shall be reported immediately to law enforcement by any employee or staff member who becomes aware of the act. Incidents relating to this policy are grounds for discipline and possible dismissal.

- Nondiscrimination, Equal Opportunity, and Affirmative Action

The Dwayne Peaslee Technical Training Center is an Equal Employment Opportunity/Affirmative Action employer. We uphold high standards for diversity and multiculturalism. Our employees are expected to engage in the development of an inclusive community.

The Dwayne Peaslee Technical Training Center provides equal opportunity to and does not discriminate against students, employees, or applicants regardless of race, color, religion, sex (including pregnancy), sexual orientation, gender identity, ethnicity, national origin, ancestry, age, disability, marital status, genetic information, status as a veteran, political affiliation, or other factors that cannot be lawfully considered in its courses, programs, and activities, including admissions and employment, to the extent and as required by all applicable laws and regulations, including but not limited to Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, The Americans With Disabilities Act of 1990, The Americans With Disabilities Act Amendments Act of 2008, The Age Discrimination In Employment Act of 1967, Title II of the Genetic Information Act of 2008, Kansas Acts Against Discrimination, Section 188 of the Workforce Investment Act, and any amendments to such laws and regulations.

Inquiries regarding non-discrimination or our policy may be directed to: Executive Director; Dwayne Peaslee Technical Training Center; 2920 Haskell Avenue, Suite 100; Lawrence, KS 66046; 785-856-1831

C. Operations Procedures

- Financial Processes/Procedures

- The formal Cash Management Policy is below:

**The Dwayne Peaslee Technical Training Center Board-Authorized
Cash Management Policy**

The following Cash Management Policy was adopted by the Board on February 12, 2015.

I. PURPOSE

The purpose of the Cash Management Policy is to provide written guidelines regarding the management of the Dwayne Peaslee Technical Training Center's assets and deposit accounts. The policy is also established to ensure appropriate asset levels are maintained and assets remain accessible and retain liquidity to be used for Peaslee Center's expenses and initiatives.

II. CASH MANAGEMENT POLICIES

Cash Position Limits

- 1) The Executive Committee will recommend limits of assets or cash position to be maintained annually by the Organization.
- 2) Financial institution average balances will be reviewed quarterly to determine if balances exceed current FDIC insurance limits. If the balance exceeds FDIC insurance limits, the Executive Committee will consider the financial stability of the institution and adjust the balances accordingly.

Asset Types

Organization assets will remain liquid and are authorized to be placed in the following types of deposit accounts:

- a. Checking accounts
- b. Savings accounts
- c. Money market accounts
- d. Certificates of Deposit
- e. Douglas County Community Foundation account

Deposit Account Balances

- 1) The Treasurer and President will ensure balances maintained in Peaslee Tech's deposit accounts are appropriate. Consideration shall be given to forecasts of Peaslee Tech's expenses, interest rates of deposit accounts, and the incurrence of banking fees related to maintaining balance levels.
- 2) The transfer of assets between deposit accounts will be performed at the discretion of the Treasurer.

Deposit Accounts Access and Authorizations

- 1) The Treasurer, President, and the Executive Director will be the only individuals authorized to initiate any and all activity within the deposit accounts at Peaslee Tech. Two of three authorized signers approval is required for withdrawals over \$5,000. The Executive Director is authorized to sign withdrawals for \$5,000 or less. Any payment for reimbursement related to Peaslee Tech business activities to the Executive Director must have authorized approval by the President and Treasurer. A list of bills will be sent to the Executive Director by the accountant. The Executive Director selects bills to be

paid at that time and will request electronic approval of the Treasurer or President for payment of those bills over \$5,000.

- 2) The Executive Committee will approve the addition or removal of an authorized signer and this will be documented in Executive Committee minutes.
- 3) The Executive Committee will approve the opening or closing of a deposit account and this will be documented in the Executive Committee minutes.

Receipt of Deposits

- 1) Checks made out to Peaslee Tech will be sent to Peaslee Tech's mailing address. Checks directly provided to Peaslee Tech will be deposited as soon as possible, but will remain locked overnight if no deposit can be made the day of receipt.
- 2) The Executive Director will assure that deposits are made in a timely manner.

III. AREAS OF RESPONSIBILITY

- 1) The President and Treasurer are responsible for the overall implementation of this policy, processes, and prescribed controls.
- 2) On an annual basis, the Executive Committee will review this policy, revise, and submit any material changes in the policy to the Peaslee Board for review and approval.
- 3) The Executive Committee will review outstanding Accounts Receivable periodically, but at least on an annual basis.

#END OF CASH MANAGEMENT POLICY#

- Expenditure Controls and the Board's financial responsibilities

See the above Cash Management Policy

See the Board's Bylaws for complete information. Note the following sections:

Article II, Section 1e

Article III, Section 11

Article VI, Sections 2, 3, 6

- Authorization for Recruitment and Hiring

The executive director must authorize all recruitment and advertising for hiring purposes. Ratification of hiring new positions should be sought by the executive director through the Peaslee Board and salary must be budgeted to accommodate any recruitment and hiring.

- Personnel and Equipment Listings (Inventory)

- The personnel inventory includes those individuals assigned to specific jobs.

Marvin Hunt, Executive Director

Carolyn Chinn Lewis, Administrative Assistant (hired as a temporary employee through Adecco)

- The equipment inventory (equipment, both large and small, and supplies to be used for specific jobs)
 - A list of all Peaslee Tech's equipment is available through the executive director.

- Annual Cycles Preparedness

Business, industry, and academic cycles require advanced planning. Below are the main types of academic planning taking place at Peaslee Tech:

DATE	DESCRIPTION
Jan	Open Enrollment for Spring for community and market Fall to high school students.
Jan-Mar	Complete Annual Report
Mar-May	Promote Summer and Fall Enrollment to community members
April-June	Renew and/or offer new Agreements with Educational Partners
Jul-Oct	Finalize Spring Courses and Partners
Jul-Aug	Final enrollment push for Fall
Aug	Open Enrollment for Community
Oct-Jan	Promote Spring Enrollment to high school students and community
Dec - Mar	Finalize Summer and Fall Courses and Partners

Aside from the above key cycles, many other academic dates must be coordinated with partners including early enrollment dates, final enrollment dates, class start dates, 20th day reports, final withdraw dates, final day of classes, final exams, grades due dates, and others. The cycles for customized training with industry are less predictable and are developed and managed on an as-needed basis. A more detailed timeline is kept by the executive director.

- Purchasing Procedures

Approved by: Peaslee Board

Date: February 9, 2017

PART 1: GENERAL PROVISIONS

1.1 Purposes

The underlying purposes of this manual are:

1. To clarify the procedures governing purchasing by Peaslee Tech;
2. To encourage the continued development of purchasing policies and practices;
3. To ensure the fair and equitable treatment of all persons who deal with the purchasing system of Peaslee Tech;
5. To provide increased economy in Peaslee Tech purchasing activities and to maximize the purchasing value of Peaslee Tech's funds;
6. To foster effective competition; and

7. To provide safeguards for the maintenance of a purchasing system of quality and integrity.

1.2 Application to Peaslee Tech Procedures

This manual shall apply to every expenditure of Peaslee Tech funds under any contract, except that the provisions of this manual are subordinate to the purchasing requirements of any grant or contract between the Peaslee Tech and any federal or state law governing purchasing. Peaslee Tech will comply with the terms and conditions of any grant, gift, bequest, or cooperative agreement as long as compliance adheres to Peaslee Tech's ethical standards.

1.3 Authority of the Executive Director

1. Executive Director of Peaslee Tech. Consistent with the provisions of this manual, the Executive Director may adopt operational procedures governing the purchasing system.
2. Duties and Responsibilities. The Executive Director shall:
 - a) Purchase or supervise the purchasing of all supplies, services, and construction needed by Peaslee Tech;
 - b) Exercise general supervision and control over all inventories.
 - c) Sell, trade, or otherwise dispose of surplus supplies belonging to Peaslee Tech.

1.4 Responsibilities of the Executive Director

In accordance with this manual, the Executive Director or designee shall:

1. Inform Peaslee Tech personnel of the purchasing requirements and ensure adherence.
2. Provide accurate and complete information on items requested and timely preparation of requisitions.
6. Designate certain employees the authority to make requests to purchase certain items.
7. Inspect or supervise the inspection of delivered supplies, services and constructions and, determine acceptability of their quality, quantity, and conformance with specifications.

1.5 Collection of Purchasing Data

The Executive Director shall supervise preparation of statistical data concerning the purchase, usage, and disposition of all supplies, services, and construction, and employ such trained personnel as may be necessary to carry out these functions. All employees shall furnish such reports as the Executive Director may require concerning usage, needs, and stocks on hand, and the Executive Director shall have the authority to prescribe forms to be used in making purchase requisitions, in ordering, and in reporting of supplies, services and construction.

Bid packages are not mailed to the vendors until they have been reviewed and approved by the Executive Director. The following time schedule outlines the steps in competitive bidding:

1. A bid date must be specified by the Executive Director.
2. Bid packages will be mailed and bid advertisements placed on the Peaslee Tech web page.
3. All bids are due, if hardcopy in Peaslee Tech's mailbox the day of the bid deadline or by noon if delivered by hand. Electronic bids are due by noon, in the inbox specified by the bid, the day of the bid deadline.
4. Bids will be opened after 3:00 PM at Peaslee Tech at least two weeks after they are mailed to the vendors. They shall be read by the Executive Director or his designee and recorded by the Executive Director or his/her designee.
5. Bid results shall be reviewed and approved by the appropriate person or entity as per the Purchasing Policy prior to acceptance.
6. Bid tabulations and final approvals will be made prior to providing information about selection, such as bid tabulations, to a bidder.

1.6 Public Access to Purchasing Information

Purchasing information shall be a public record to the extent provided in the Open Records Act, K.S.A. 45-216 et seq. and K.S.A. 12-120 et seq., and shall be available to the public and retained as provided in such statutes.

Grant Records. Peaslee Tech will maintain records sufficient to detail the significant history of the procurement including the percentage of Federal participation in the purchase of assets. Peaslee Tech must make available, upon request of the awarding agency, technical specifications of proposed procurements, purchase orders, quotations, contracts and related documents for at least five (5) years from the date on which they are closed, or for the life of the equipment.

1.7 Definitions

The words defined in this Section shall have the meanings set forth below whenever they appear in this manual:

1. Best Value is a selection process in which proposals contain both price and qualitative components, and award is based upon a combination of price and qualitative considerations. Qualitative considerations may include technical design, technical approach, quality of proposed personnel, and/or management plan. The award selection is based upon consideration of a combination of technical and price factors to determine the offer deemed most advantageous and of the greatest value to Peaslee Tech.
2. Bid means an offer, as a price, whether for payment or acceptance. A bid can either be an offer to Peaslee Tech by a vendor or a buyer.
3. Bid Security means a guarantee, in the form of a bond or deposit, that the bidder, if selected, will sign the contract as bid; otherwise the bidder (in the case of a deposit) or the bidder or their guarantor (in the case of a bond) will be liable for the amount of the bond or deposit.
4. Change Order means a written order signed by the Executive Director, or designee, directing the contractor to make changes in the contract.
5. Construction means the process of building, altering, repairing, improving, or demolishing any structure or building, or other improvements of any kind to any real property. It does not include the routine operation, routine repair, or routine maintenance of existing structures, buildings or real property.
6. Contract means all types of Peaslee Tech agreements, regardless of what they may be calling for relating to the purchase or disposal of supplies, services, or construction.
7. Contract Modification means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual action of the parties to the contract.
8. Contractor means any person having a contract with the Peaslee Tech.
9. Cost-Reimbursement Contract means a contract under which a contractor is reimbursed for costs which are allowable and allocable in accordance with the contract terms and the provisions of this manual, and a fee, if any.
10. Design-Bid-Build refers to the project delivery approach where the grantee commissions an architect or engineer to prepare drawings and specifications under a design services contract, and separately contracts for at-risk construction, by engaging the services of a contractor through sealed bidding or competitive negotiations.
11. Emergency Purchases means purchasing of supplies, services, or construction where the urgency of need does not permit the delay in utilizing formal competitive selection methods. The Executive Director or a designee may make or authorize others to make emergency purchases when there exists a threat to public health, welfare of safety or a threat of losses or damage to Peaslee Tech equipment or property under emergency conditions provided that such emergency purchases shall be made with such

- competition as is practical under the circumstances.
12. Employee means an individual employed by Peaslee Tech.
 13. Environmentally Preferable Products means products that have a lesser impact on human health and the environment when compared with competing products. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, and/or disposal of the product.
 14. Grantee means the public or private entity to which a grant or cooperative agreement is awarded.
 15. Invitation for Bids means all documents, whether attached or incorporated by reference, utilized for soliciting bids.
 16. Local Business is a business that has been established for at least six months within the city limits of Lawrence. The location of the business shall not include a post office box, a residential location, a hotel or motel.
 17. May denotes the permissive.
 18. Piggybacking is an assignment of existing contract rights to purchase supplies, equipment, or services.
 19. Practicable means sufficient in performance and available at a reasonable cost
 20. Project Exemption Certificate is a certificate allowing contractors to purchase materials and supplies tax exempt when used on Peaslee Tech projects.
 21. Public Improvement Projects are infrastructure and building related projects.
 22. Purchasing means buying, purchasing, renting, leasing, or otherwise acquiring any supplies, services, or construction. It also includes all functions that pertain to the obtaining of any supply, service, or construction, including description of requirements, selection and solicitation of vendors, preparation and award of contract, and all phases of contract administration.
 23. Purchase Description means the words used in a solicitation to describe the supplies, services, or construction to be purchased, and include specifications attached to, or made a part of, the solicitation.

 24. Qualified Vendor means that the vendor can provide appropriate licenses if licenses are required; meets city, county, and state ordinances, as required; and must have an EIN. Qualified vendors compete for bid awards based on criteria specified in Appendices D and F.
 25. Reasonable Cost means competitive cost plus up to 5 percent.
 26. Recycled Products are products manufactured with waste material that has been recovered or diverted from solid waste. Recycled material may be derived from post-consumer waste (material that has served its intended use and been discarded by a final consumer), industrial scrap, manufacturing waste, or other waste that would otherwise have been disposed of.
 27. Request for Sealed Proposals means all documents, whether attached or incorporated by reference, utilized for soliciting proposals.
 28. Request for Quotation means an informal offer or bid containing price and other terms

- made by a vendor in writing, by telephone, or verbally.
29. Responsible Bidder or Offeror means a person who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.
 30. Responsive Bidder means a person who has submitted a bid which conforms in all material respects to the Invitation for Bids.
 31. Services means the furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance.
 32. Shall denotes the imperative.
 33. Sole Source of Supply means there is only one source for the required supply, service, or construction item due to uniqueness of the product, quality or performance of the item, or need to maintain uniformity with past purchases.
 34. Specification means any description of the physical or functional characteristics, or of the nature of a supply, service, or construction item. It may include a description of any requirement for inspection, testing, or preparing a supply, service, or construction item for delivery.
 35. State refers to State of Kansas located in the United States of America or any agency or instrumentality of the State of Kansas exclusive of local governments.
 36. Supplies means all property, including but not limited to equipment, materials, printing, insurance, and leases of real property, excluding land or a permanent interest in land.
 37. Surplus Supplies means any supplies no longer having any use to Peaslee Tech. This includes obsolete supplies, scrap materials, and nonexpendable supplies that have completed their useful life cycle.
 38. Third party contract refers to any purchase order or contract awarded by a grantee to a vendor or contractor.
 39. Vendor means a seller of supplies, services, and construction.

PART 2: PURCHASING PROCESS

2.1 General Purchasing and Payment Process

Peaslee Tech will comply with the following, from requisition through receiving.

1. Peaslee Tech determines requirements.
2. Peaslee Tech is responsible for obtaining at least three quotes for the items and/or services to be purchased over \$5000. In the case of contractor and construction type services, less than three quotes may be acceptable provided that Peaslee Tech can document past difficulty in obtaining three quotes for the service.
3. Peaslee Tech prepares requisition for items.

5. Executive Director reviews payment information, verifying information is correct and account number is valid and appropriate.
6. The following person(s) are authorized to approve purchases or contract awards for the amounts stated:
 - a) Executive Director for \$5000 or less.
 - b) Executive Director and either Board President or Board Treasurer for \$5001 to \$25,000.
 - c) Executive Director and Board of Director's approval for more than \$25,000.
7. Purchase or Contract is executed.
8. Peaslee Tech verifies receipt of order in good condition to the accounting firm for accounts payable.
9. Payment of claims as made in accordance with K.S.A.12-105a,b.
10. General Payment Information: Payments to vendors are made every two weeks. Normally, vendors are paid 30 days from invoice date. Payments may be made prior to the two week interval if an invoice is due prior to the two week upload date by Peaslee Tech's accounting firm. All invoices should be submitted to:

Peaslee Tech
2920 Haskell Avenue, Suite 100
Lawrence, Kansas 66046

2.2 Purchase Orders

Purchase orders will only be issued for items where one is required by the vendor. Purchase orders may be emailed, mailed, or faxed to the vendor if requested. It is optional for Peaslee Tech to print and keep a paper copy of the purchase order.

1. Purpose. The executed purchase order is Peaslee Tech's order authorizing the vendor to deliver the specified supplies, services, or construction. Information contained on the purchase order shall be stated clearly and completely to avoid misunderstandings and unnecessary follow-up correspondence with vendors.
2. Invoicing. Upon receipt of the merchandise, an invoice will be delivered to accounts payable for processing. The use of a purchase should be limited to only the vendors that require a purchase order.
3. Year End Purchasing. After the cut-off-date, no purchases over \$1,000 are to be made for any goods or services without the knowledge and approval of the Executive Director. These purchases should be emergency purchases only.

2.3 Reward Points

Some vendors offer rewards points on purchases made at their establishment. Peaslee Tech's phone number, 856-1801, should be provided to the vendor to ensure that it will receive the points for that purchase. It is against Peaslee Tech policy and is unethical for employees to receive points or rewards cards as the result of our purchases.

2.4 Change Orders

Significant changes to purchases are considered whenever the change is 10% over the original purchase order amount. Any significant change requires a change order. Board of Directors approval is required, based on the increases of the cumulative amount of the increase in an order, according to the purchasing thresholds in 4.3. For example, a change order increasing the amount by \$1 to \$5,000 may be authorized by the Executive Director. A change increasing the amount by \$5,001 to \$10,000 requires authorization by the Executive Director and the Peaslee Board President or Treasurer.

To more closely monitor construction project change orders, bids must be written in a way that can clearly define what the change is and how much the increase or decrease should be. Bids should request quantities such as linear feet, square feet, cubic yards, etc. and never a lump sum.

Contracts for projects over \$50,000 may be awarded with a percentage contingency amount set by Peaslee Tech. The percentage amount awarded shall depend on the scope and complexity of the project. Any request for expenditures exceeding the contingency amount shall require Peaslee Tech approval for the additional funds.

The contract with the vendor should include language that describes the change order process.

2.5 Receiving

1. Purpose. Peaslee Tech verifies actual receipt of supplies, services and construction in good condition, and are of the specified quantity and quality to the accounting firm. This verification should be done as soon as possible so that Peaslee Tech can receive any payment discounts offered for prompt payment. Payment shall not be made until the verification for payment is received by the accounting firm.
2. Inspecting and Testing. Inspection and testing of delivered items usually occurs at the time of delivery or pickup by Peaslee Tech. Peaslee Tech may not have

the technical knowledge or facilities to perform adequate inspection and/or testing; but, will attempt to observe obvious defects or shortcomings. Peaslee Tech shall exercise reasonable care to insure that the quantity and quality of the delivered goods are as ordered.

3. Partial Shipments. If receiving verification forwarded to the accounting firm indicates only a partial shipment has been received, the invoice will be compared with the partial receiving verification, and if they agree, partial payment will be made.

PART 3: STANDARDIZATION AND SPECIFICATIONS

3.1. Purpose

It is important that items be standardized and purchased in accordance with carefully drawn specifications.

1. Use of Standardization. Standardization takes advantage of lower prices from buying in bulk. It also lowers the administrative cost of purchasing by reducing the total number of purchases made. Standardization consists of consolidating similar requirements into a single specification.
2. Use of Specifications. Specifications are a clear and complete description of the essential requirements which items should meet. All specifications shall seek to promote overall economy to the purposes intended and encourage competition in satisfying Peaslee Tech's needs and shall not be unduly restrictive. Specifications should be regularly updated to reflect technological changes.

3.2 Types of Specifications

Most specifications shall have the characteristics of one or more of the following types: (listed from more to less desirable)

1. Open specification - a description of all physical and functional features which may incorporate words or phrases from widely accepted industrial or governmental specifications which have been developed and approved in accordance with the procedures outlined in Section 3.3.
2. Design Specification - describes in detail a precise configuration, measurement, tolerance, material, standard or a method of testing or inspection.

3. Performance Specification - describes a result of capability to be achieved by an item such as speed, output, maintainability, or reliability.
4. Sample Specification - requires match of sample submitted to vendors; sometimes entails substantial inspection and testing to determine actual match.
5. Equal Products Specification - uses a brand name or trade name as a descriptive term or definition as a requirement; with a phrase "or equal." This could open a controversy as to what is "equal."
6. Multi-Products Specification - names two or more specific products. Can unfairly limit competition.
7. Single Products Specification - designates only one manufacturer brand, trade name or catalog number which denies competition. Sometimes, this can not be avoided where highly technical or specialized products are required.

3.3 Specification Development

1. Peaslee Tech shall determine its needs; research available and alternative products by means of manufacturer product brochures, consultation with purchasing agent and/or contracts with salespersons; and prepare and compile purchase description that can be incorporated into a specification format. To the extent practicable, similar specifications of governmental units and commercial trade organizations should be used. The benefits of simplification, standardization, and interchangeableness of equipment and spare parts should be evaluated.
2. Preparation and Approval of Specifications. All specifications and revisions to specifications shall be prepared and issued by Peaslee Tech. If outside professional assistance is utilized in preparing specifications for items of a specialized or technical nature, they also shall adhere to the nonrestrictiveness purpose when preparing specifications.
4. Review of Specifications. The Executive Director shall review all draft specifications to provide comments. Once those commenting on the draft have had a reasonable opportunity to comment, the Executive Director prepares the final draft.

PART 4: VENDOR SELECTION AND CONTRACT FORMATION

4.1 Methods of Vendor Selection

Unless otherwise authorized by law, the methods of vendor selection shall be as provided in Sections 4.2 through 4.5.

Purchasing requirements *shall not* be artificially divided so as to constitute a smaller purchase to avoid a more competitive method of vendor selection.

4.2 Competitive Sealed Bidding – over \$50,000

1. Formal Bids

Peaslee Tech's Purchasing Policy requires that all purchases in excess of \$50,000 must be placed through competitive bidding. This includes internal capital improvement purchases. All requests for bids will be listed on the Peaslee Tech Web site and will be sent directly to a master list of industry companies held by the Executive Director. Formal sealed bids must be submitted in accordance with the terms of the Invitation to Bid. Authorization of bid openings will be made to all bidders. All bids are awarded by Peaslee Tech Board approval. The Board reserves the right to refuse all or any part of a bid when it is in the best interest of Peaslee Tech. Below are the Conditions and steps involved with bidding procedures.

2. Conditions for Use

Contracts exceeding \$50,000 shall be awarded by competitive sealed bidding unless it is determined by the Executive Director that this method is not practical. In that case, the Executive Director must receive the Peaslee Board's approval for contracting without a competitive bid. Factors to be considered in determining whether competitive sealed bidding is or is not practical shall include whether:

- a) Specifications can be prepared that permit awards on the basis of either the lowest or the lowest evaluated bid price; and,
- b) The available sources, the time and place of performance, and other relevant circumstances that are appropriate for the use of competitive sealed bidding.

3. Set bid date. The Executive Director shall receive approval from the Peaslee Board to attain bids and then set the bid date.
4. Invitation for Bids. An Invitation for bids shall be issued and shall include a purchase description, the equal opportunity statement (see appendix A) and all contractual terms and conditions applicable to the purchase.
5. Public Notice. Adequate public notice of the invitation for bids shall be given by mailing to as many prospective bidders as reasonable and posting the Notice To Bidders on Peaslee Tech's web page. When purchases are made with Federal grant funds, Peaslee Tech must take any necessary steps required by the granting agency, such as contacting small and minority firms, women's business enterprises, and labor surplus area firms.
6. Bid Opening. Bids shall be opened in the presence of one or more witnesses at the time and place designated in the Invitation for Bids. The amount of each bid, and other relevant information, together with the name of each bidder shall be recorded. The record of bids shall be open to board member inspection.
7. Bid Acceptance and Bid Evaluation. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this manual. Bids shall be evaluated based on the requirements set forth in the Invitation for Bids, which may include criteria to determine acceptability, such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria affecting bid price, such as discounts, transportation costs, and total of life cycle costs should be requested in the Invitation for Bids. No criteria may be used in bid evaluations that are not set forth in the Invitation for Bids. Award will only be made to the lowest responsive and responsible bidder whose bid conforms to the solicitation and whose bid is considered to be most advantageous to Peaslee Tech. Consideration will be given to such matters as record of past performance, compliance with licensing and requirements, and financial and technical resources.
8. Local Preference.

Three tiers of Local Preference include:

Tier 1: Requires the business to have a permanent business address in Douglas County.

Tier 2: Requires the business to have a permanent business address within 75 miles of Lawrence, Kansas.

Tier 3: Requires the business to have a permanent business address in the State of Kansas.

Preference may be given to Tier 1, then Tier 2, then Tier 3 entities.

Must make bidders aware of local preference policy on RFPs.

A responsible bid from a local business entity that is no more than one percent (1%) higher than the lowest bid may be preferred over the lowest responsible bid; or if all aspects of a responsible bid from a local business entity are equal to the responsible bid from a non-local business entity, the local business entity may be preferred. If the lowest bid from a local entity is 1% higher but that 1% is more than \$10,000 higher than the lowest bid, then the lowest bid may be preferred.

Local preference shall apply to all bids equal to or greater than \$50,000 except:

When bids in which Federal funds or other funds are used that prohibit the application of the preference.

On cooperative purchasing agreements or contracts in which the City, County or other partners, who do not participate in local preference bidding, participate.

If a business entity has any outstanding liens, fines or violations with Peaslee Tech or any of Peaslee Tech's funders including the City, County, and the Economic Development Corporation.

Peaslee Tech must make bidders aware of Local Preference in the RFP.

9. Tie Bids: In cases where there are tie bids and both qualified vendors meet specifications, Peaslee Tech shall evaluate the work experience and performance of the two vendor bids to determine the most qualified. The most qualified shall be awarded the bid.
10. Correction or Withdraw of Bids: Cancellation of Awards. Correction or withdrawals of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bid mistakes, shall be permitted after authorization by the Executive Director. After bid openings, no changes in bid prices or other provisions of bids prejudicial to the interest of Peaslee Tech or fair competition shall be permitted.
11. Award. The contract shall be awarded or rejected with reasonable promptness. Award will be made to the lowest responsible bidder who submits a responsive bid which is most advantageous to Peaslee Tech.

For Federal projects with an aggregate value of \$500,000 or more, announcements regarding contract awards shall specify the percentage of the total cost and the amount of the Federal funds used to finance the acquisition.

12. Any protest must be submitted in writing. All protests shall clearly state the name of the protester, bid title, and number. The protest must be fully supported by technical data or other pertinent information that will delineate why the protest is being lodged. Any protest of award must be received no later than five (5) working days after receipt of the award, unless a longer period is required as a condition of the grant agreement.

Peaslee Tech's objective is to resolve all formal protests as soon as practical. Nothing in this procedure should be construed as requiring a formal protest if a vendor wishes to clarify or discuss standards or procedures relating to the procurement process.

Peaslee Tech shall respond to the protest within five (5) working days. The decision rendered by the Executive Director shall be the final decision of Peaslee Tech and Peaslee Tech will take no further action on the protest.

4.3 Exclusion for Purchasing Limits Approvals

Exceptions for approval of purchase limits may take place only to mitigate immediate safety and health risks. Executive Director or appointee will note attempts to contact the President or other executive board members for approvals. As noted in Bylaws, Article II, Section 15, votes required of Directors may be by voice, vote or show of hands or by email or text or other electronic means.

4.4 Purchasing Procedures - over \$5000

1. Conditions for Use. Contracts may be competitively negotiated when one of the following conditions apply.
 - a) \$5,001-\$10,000
 - Quotes are required for general purchases.
 - The Executive Director or designee shall request quotations from at least three qualified vendors. These may be requested in person or by telephone, fax, e-mail, Internet and/or in writing.
 - The Executive Director may require competitive bidding for items in this range.
 - Peaslee Board Treasurer or President approval required, in addition to Executive Director, for payment of purchases more than \$5,000 (see C. Operations Procedures/Financial Processes/Procedures)

b) \$10,001-\$50,000

- Quotes required for general purchases and construction/professional-type services
- The Executive Director or designee shall request quotations from at least three qualified vendors. These may be requested in person or by telephone, fax, e-mail, Internet and/or in writing.
- The Executive Director may require competitive bidding for items in this range.
- Peaslee Board Treasurer or President approval required, in addition to Executive Director, for payment of purchases more than \$5,000 (see C. Operations Procedures/Financial Processes/Procedures)
- Board of Director's approval required for purchases more than \$25,000
- When an architectural or engineering firm is required, then formal bids and/or Requests for Qualifications/Requests for Proposals are required

c) \$50,001-and up

- Formal bids and/or Requests for Qualifications/Requests for Proposals required
- The Executive Director or designee shall request bids from at least three qualified vendors. These request shall be requested according to the competitive proposal procedures in #2 below.
- Peaslee Board Treasurer or President approval required, in addition to Executive Director, for payment of purchases more than \$5,000 (see C. Operations Procedures/Financial Processes/Procedures)
- When commercial-off-the-shelf (COTS) items are needed, then three quotes are required instead of an RFP/RFQ
- Entities seeking construction projects must provide a bond with the bid
- Board of Director's approval required for purchases more than \$25,000

2. Competitive Proposals Procedures:

- a) Sealed proposals shall be solicited through a Request for Proposals/Qualifications. The Request for Proposals/Qualifications shall state the relative importance of price and other evaluation criteria.

- b) Adequate public notice of the Request for Proposals/Qualifications shall be given in the same manner as provided in Section 4.2 (Competitive Sealed Bidding, Public Notice).
- c) Sealed proposals shall be opened so as to avoid disclosure of contents to competing offerors during the process of negotiation.
- d) As provided in the Request for Proposals/Qualifications, discussions may be conducted with responsible offerors for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of sealed proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers.
- e) Award shall be made to the responsible offeror whose sealed proposal is determined to be the most advantageous to Peaslee Tech, taking into consideration price and the evaluation criteria set forth in the Request for Proposals/Qualifications.

4.5 Purchase Procedures - \$0 to 5,000

1. Conditions for use. Purchases not to exceed an aggregate amount of \$5000 may be accomplished without securing competitive quotations if the prices are considered to be reasonable. However, the Executive Director should regularly verify the competitiveness of the prices. At least every three years, the Executive Director shall review prevailing costs of labor and materials and recommend revision of this aggregate amount if justified by intervening changes.
2. Credit Cards. Peaslee Tech credit cards are issued by the Executive Director after attaining board approval. Cards may only be used by the individual to whom the card was issued. To be eligible to receive a card, you must have the authority to purchase goods, materials, and services on behalf of Peaslee Tech. Employees are expected to follow the credit card guidelines.

Cards are not intended to avoid or bypass appropriate purchasing or payment procedures, therefore the cardholder needs to have proper authorization before purchases are made. The Peaslee Tech credit card can be used anywhere Visa cards are accepted (barring any program restrictions placed on individual cards), therefore most small dollar items or services, such as books, subscriptions, and supplies, can be purchased with the card.

a) Credit Card Restrictions:

- Transaction limit of \$10,000
- Maximum transactions allowed per day is five
- Maximum dollar limit per cycle of \$10,000
- Some employees, depending on their position, may be allowed larger limits with special permission from the Executive Director.
- No cash advances
- No liquor stores
- Other restrictions may apply to individual cards, depending on the needs of the cardholder.

b) Cardholder Agreement: Before a credit card is issued, the cardholder must sign the credit card agreement. This agreement details the responsibilities of the cardholder and possible consequences of misusing the purchasing card.

c) Account Reconciliation: Cardholders are responsible for retaining all receipts. After receiving approval to purchase items according to purchasing guidelines, the cardholder completes the transactions and sends the receipts and transaction statement to his/her supervisor for approval. The supervisor sends this documentation to the Peaslee Tech personnel who transmits purchase information to the accounting firm. At the end of each billing cycle, the accounting firm downloads the individual statements for payment approval. The Executive Director will request electronic approval of the Treasurer or President for payment of those bills over \$5,000.

3. Petty Cash. The Petty Cash fund may be used for the purchase of miscellaneous small items of supplies or equipment not exceeding \$75.00 with prior approval of the Executive Director. The employee must sign a voucher stating receipt of the money. The voucher and receipt are filed together.

4. On-line purchasing. It is recommended for employees intending to purchase equipment or supplies on line to:

- a) Confirm the online seller's physical address and phone number in case there are questions or problems. Be wary if the seller's only contact information is a post office box. The owner of the website can be found by using the "WHOIS" website. Type in the web domain of the company in question at <http://www.whois.net/>
- b) Keep records in Outlook of your on-line transactions including the product description and price. Save the online receipt, and copies of every email you send or receive from the seller.

- c) Do not email financial information. Email is not a secure method of transmitting financial information such as credit card numbers. Companies typically need the name on the credit card, the card type (Visa, Master Charge, etc), the billing address and zip code, and some vendors will ask for the three-digit number on the back of the card. Do not respond to unsolicited emails.
- d) Ensure the security of the web site. The web address on the page that asks for the credit card number is secure if the web URL begins with "https:" instead of "http." An indication of a secured site is also a yellow or golden closed lock or an unbroken key at the bottom of the browser window. Type the web site addresses rather than clicking on a link.
- e) Many web merchants allow a phone-in option. Employees may order online by giving credit card information over the phone.
- f) Read the refund/return and privacy policy before ordering.

4.6 Noncompetitive Selection

1. Condition for Use. A contract may be awarded for a supply, service, or construction item without competition as determined under the following circumstances:
 - a) Price established by law.
 - b) Emergency purchases.
 - c) Resale purposes.
 - d) Purchase from a governmental unit at a price deemed less than commercially available.
 - e) Sole source of supply.

4.7 Sole Source Guidelines

The following information is intended to establish the guidelines which Peaslee Tech will apply when determining if a vendor qualifies as a sole source provider.

The definition of a sole source provider is: "There is only one source for the required supply, service, or construction item due to uniqueness of the product, quality or performance of the item, or need to maintain uniformity with past purchases."

Peaslee Tech will follow these guidelines when considering a vendor to be a sole source supplier.

- Parts from original manufacturer – Considered as sole source only when there are no other suppliers and quality reproduction parts are unavailable, or as a condition of warranty.

NOTE:

At times, sole source purchase requests describe an item made only by one manufacturer, however the item is distributed and readily available from many different suppliers. Thus, it does not qualify for sole source. It has a sole manufacturer, but not a sole supplier. As long as there is more than one potential bidder or offeror for the goods and services there is no justification for a sole source determination.

- Under contractual agreement – Considered to be sole source only during the term of the agreement. The contract should specify the cost of parts or services so they are known at the time of the contract execution.
- To match or to maintain uniformity – This exception relates to goods that have a unique appearance or properties that can't be satisfactorily duplicated by competitors.
- Where compatibility of equipment, computer software, replacement parts or service is the principal consideration – Considered to be sole source when applications are complex and interrelated, making it difficult to use alternatives.
- When a sole supplier's item or product is needed for trial use or testing – This should apply rarely and for specific, pre-approved applications.
- When no other provider of the good or service is available – This would occur only when the vendor is the only provider of the good or service and no acceptable substitution can be located.
- When a cooperative purchase is made – This would occur if Peaslee Tech belongs to an organization or is purchasing using a cooperative contract. In this case, the organization holding the cooperative contract has received quotes or bids for the service or good.
- Emergency – Applies when there is a threat to public health or safety, or a threat of lose or damage to Peaslee Tech equipment or property and timing is critical.

One of the above guideline categories must be submitted, along with the request to the Executive Director, when seeking approval for a sole source purchase.

4.8 Types of Contracts

Subject to the limitations of this manual, any type of contract which will promote the best interest of Peaslee Tech may be used, provided that the use of a cost-plus-a-percentage-of-cost contract is prohibited. A cost-reimbursement contract may be used only when a determination is made that such contract is likely to be less costly to Peaslee Tech than any other type, or that it is impractical to obtain the supplies, services, or construction required except under such a contract.

PART 5: CONTRACTING FOR PROFESSIONAL SERVICES

5.1 RFQ GUIDELINES

1. Purpose

A Request for Qualifications (RFQ) is used as a step for acquiring professional services. The selection is based only on qualifications of the best three to five firms that will be asked to submit a proposal for the project.

2. Procedure

The attached RFQ Checklist and RFQ score sheet should be used in preparing and evaluating an RFQ.

3. Format

Cover Sheet

This includes RFQ number (assigned by Executive Director), name of project, where to submit the proposal, site visit requirements (if any), contacts, phone numbers, and when the responses are due.

Section I – Minimum Specifications

This section will include project description, location, performance period and general information.

Section II – Content

This section includes a list of requirements a potential offeror must address if asked to submit an RFP including page limits and number of copies to submit.

Section III – Company History

This section requires company history, employee history that will be working on the project, projects the company has completed comparable to the scope and size of Peaslee Tech’s project and references.

Section III – Evaluation Criteria

This section includes the evaluation process, the evaluation criteria, and how the proposal will be evaluated. The RFQ shall clearly define all evaluation factors.

Section IV – Attachments

This section includes attachments such as a sample evaluation score sheet, drawings, sketches, general conditions, sample contract, special instructions, insurance requirements, past performance questionnaires, etc. as deemed appropriate by the using department.

5.2 RFP GUIDELINES

1. Purpose

The purpose for going out for a Request for Proposal (RFP) is to select the most qualified and cost effective vendor/professional service provider. Examples of professional service providers are engineers, architects, financial services, etc. This is not a low bid process, although price should be considered in the evaluation process. RFPs are unlike formal bids or sealed bids in that an RFP is a negotiated contract with two or more firms to obtain a contract most advantageous to Peaslee Tech. An RFP should be used when the important factors in vendor selection are qualitative issues, such as experience, personnel performing the task or there are multiple approaches to providing the service being requested. A sealed bid is for goods or services that is issued through an “Invitation To Bid” that must meet certain specifications that are not negotiable. Bids are used when the cost and quantity are the most important factors. Peaslee Tech requires an RFP or sealed bid if the purchase is estimated to exceed \$50,000 although either one can be used based upon the best interest of Peaslee Tech.

2. Procedure

The attached RFP Checklist and RFP score sheet should be used in preparing and evaluating an RFP.

3. Format

Section I – Proposal Information

This section includes where to submit the proposal, site visit requirements, contacts and phone numbers, when they are due, information regarding amendments, basis of award and acceptance time period.

Section II – Minimum Specifications

This section will include project scope, location, performance period and general information.

Section III – Proposal Content

This section includes a list of requirements a potential offeror must address and include in the proposal including page limits and number of copies to submit, and estimated hours and hourly rate information. The cost information is intended for possible changes in the contract

Section IV – Evaluation Criteria

This section includes the evaluation process, the evaluation criteria, and its order of importance, and how the proposal will be evaluated. The RFP shall clearly define all evaluation factors.

Section V – Equal Employment Opportunity Agreement (required to be in the RFP)

The contractor agrees that the contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, sexual orientation, national origin or ancestry. The contractor shall, in all solicitations or advertisements for employees, include the phrase, “equal opportunity employer.” The contractor agrees that if the contractor fails to comply with the manner in which the contractor reports to the Kansas Human Rights Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by Peaslee Tech. If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by Peaslee Tech.

Section VI – Attachments

This section includes attachments such as a sample evaluation score sheet, drawings, sketches, general conditions, sample contract, special instructions, insurance requirements, past performance questionnaires, etc.

5.3 Architectural and Engineering Design Fee Guidelines

a) Purpose

It is the policy of Peaslee Tech to negotiate a contract with the highest qualified vendor, incorporating the scope of services, method of contracting, price, and terms and conditions determined to be fair and reasonable to Peaslee Tech according to provisions of this Part and section 5.5. The fee guidelines are to serve as a guideline for architectural and engineering (A/E) design services based on estimated construction cost for improvement projects.

Basic A/E design services may include:

1. Project kickoff meeting
2. Review of related existing and/or previous related Peaslee Tech plans or specifications.
3. Design Topographic Survey for purpose of horizontal and vertical control, location of surface features and known underground utilities
4. Preparation and presentation of preliminary design concepts
5. Code Analysis necessary for projects with buildings
6. Plan specification and construction estimate submittals for two intermediate reviews
7. Project meetings to review comments on intermediate plan and specification submittals
8. Intermediate project meetings to review status, outstanding items
9. Basic Permitting
10. Preparation of Final Plan and Specifications for bidding
11. Preparation of Engineer's estimate for bidding

Basic A/E design services do not include:

1. Preliminary design report and related activities
2. Master Plan or Area Service plan type projects
3. Collection of field, process or equipment performance data beyond topographic survey and existing data note in Basic Services
4. Field testing of existing equipment or processes
5. Process or system modeling
6. Services related to Property or Easement Acquisition

7. Services related to land use requirements and Planning Dept requirements; ie platting, zoning, floodplain
8. Services related to hazardous materials
9. Value engineering evaluations
10. Preparation of materials for and attendance at public meetings
11. Construction estimates beyond those identified in the Basic Services
12. Constructability reviews beyond typical design review process
13. Geotechnical investigations
14. Site environmental, Section 106 Historic Preservation/archeological, wildlife habitat, or wetland assessments
15. Extensive permitting, ie railroad, United States Corp of Engineers, multi-jurisdictional state, county, federal associated with assessments in items 5 or 8
16. Services related to project web sites
17. Bid phase services
18. Construction phase contract administration; typically including: shop drawings, pay estimates, change order and request for information
19. Resident Engineer Services during construction
20. Project inspection
21. Material testing during construction

It is also recognized that varying degrees of size and complexity may result in a higher negotiated fee. Examples of special circumstances that may necessitate such modifications include:

1. Unusual site conditions
2. Unique problems requiring specialized or extensive consulting services
3. Renovations required by additions to existing structure
4. Unusually slow or fast development schedule (fast track, design build, GC/CM)
5. Large portions of work that are outside the control of the prime architect (wetlands mitigation)
6. Complexity of project
7. Location of project
8. Extent of public meetings
9. Easement/Land acquisition
10. State/Federal requirements
11. Planning related activities
12. Coordination with other projects/contractors within limits of current project area
14. Design services related to specialized construction methods or system process design

- 15. Services related to multiple project sites being completed under a single contract
- 16. Multiple phases/alternative bids

b) Design Fee Guidelines

The fee guideline for basic A/E design services can be determined by using these guidelines.

Estimated Construction Cost	Percentage fee
\$50,000	11.75%
\$75,000	11.50%
\$100,000	11.25%
\$125,000	11.00%
\$150,000	10.75%
\$175,000	10.50%
\$200,000	10.25%
\$250,000	10.00%
\$300,000	9.75%
\$400,000	9.50%
\$500,000	9.25%
\$600,000	9.00%
\$700,000	8.75%
\$800,000	8.50%
\$900,000	8.25%

\$1,000,000	8.00%
\$1,500,000	7.75%
\$2,500,000	7.50%
\$3,500,000	7.25%
>\$5,000,000	6.99%

c) Procedures

Peaslee Tech will incorporate the fee guidelines during the negotiation of fees for basic A/E services. Negotiated fees will be routinely articulated to the Peaslee Tech Board of directors with reference to the guidelines as the Board considers design contracts. Additionally, variance from the guidelines will be explained as necessary.

5.4 Standards for obtaining digital files for RFPs

a) Purpose

These standards were developed to meet the needs of a digital environment and provide Peaslee Tech materials as pdf documents.

Standards for receiving deliverables via RFPs. One purpose of digital files is to provide electronic navigation of materials. Recognizing that electronic navigation differs greatly from paper copies and that hard copies will look different from the electronic documents, vendors are encouraged to use a table of contents with hyperlinks to sections and supporting materials.

Vendors responding to Peaslee Tech RFPs are asked to comply with the following:

In addition to any other materials requested by Peaslee Tech, work should be submitted in pdf files and delivered either via email to the staff contact or if size requires, on a CD or delivered to a dropbox specified by Peaslee Tech in the RFP. The materials should be placed in a clearly labeled project folder and the vendor should notify Peaslee Tech when the files are in place.

Maps, drawings, graphics, pictures or other non-text materials are to be included in a presentation as pdf files.

5.5 Contract Clauses and Their Administration

1. Contract Clauses. In Peaslee Tech construction, supplies and service contracts, the Executive Director may include clauses providing for adjustments in prices, time of performance, or other contract provisions, when appropriate, including but not limited, to the following subjects:
 - a) Changes in the work and changes in the time of performance of the contract;
 - b) Variations occurring between estimated quantities of work and actual quantities;
 - c) Suspension of work ordered by Peaslee Tech;
 - d) Site conditions differing from those indicated in the contract, or ordinarily encountered, except that differing site conditions clauses need not be included in negotiated contracts, or when the contractor provides the site or design, or when the parties have otherwise agreed with respect to the risk of differing site conditions;
 - e) Liquidated damages as appropriate;
 - f) Specified excuses for delay or nonperformance;
 - g) Termination of the contract for default;
 - h) Termination of the contract in whole or in part for the convenience of Peaslee Tech.
2. Modification of Required Clauses. The Executive Director or designee may vary the contract clauses for inclusion in any particular contract; provided that the circumstances justify such variations and provided that notice of any such material variation be stated in the Invitation for Bids or Request for Proposals.
3. Grantees and Subgrantees.
 - a. Peaslee Tech will maintain a contract management system which ensures that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
 - b. When expending federal grant funds, Peaslee Tech's and subgrantee's contract must contain provisions in paragraph 1 of Section 36 of the OMB

PART 6: LEGAL AND CONTRACTUAL REMEDIES

6.1 Authority to Resolve Controversies

1. Right to Protest. Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract, or breach of contract controversy, may protest to the Executive Director. The protest shall be submitted in writing within 5 days after such aggrieved person is aware of or should have been aware of the facts giving rise thereto.
2. Authority to Resolve Protest. The Executive Director, or designee, shall have the authority, prior to commencement of an action in court concerning the controversy, to settle and resolve a protest of an aggrieved bidder, offeror, or contractor, actual or prospective, concerning the solicitation or award of a contract, or a contract or breach of contract controversy.
3. Decision. If the protest is not resolved, the aggrieved party may appeal the Executive Director's decision within 5 days. The Executive Director, after reviewing the situation shall issue a decision stating the reasons for the action taken which shall be final and conclusive, unless stayed or reversed by a court of competent jurisdiction.
4. Stay of Procurements During Protest. In the event of a timely protest, Peaslee Tech shall not proceed further with the solicitation or with the award of the contract until all administrative or judicial remedies have been exhausted unless a determination is made that the award of the contract without delay is necessary to protect substantial interest of Peaslee Tech.

6.2 Authority to Debar or Suspend

1. Authority. After reasonable notice and opportunity for the person to be heard, the Executive Director shall have authority to debar a person for cause from consideration for award of contracts. The debarment shall not be for a period of more than three years. Also a person may be suspended from consideration for award of contracts if there is probable cause to believe that the person has engaged in any activity which might lead to debarment. A suspension can be extended until resolution of any criminal proceeding.
2. Causes for Debarment. The causes for debarment include the following:

- a) conviction for commission of a criminal offense in obtaining or attempting to obtain or in the performance of a public or private contract or subcontract;
- b) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or honesty;
- c) conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
- d) violation of contract provisions of a character which is regarded by Peaslee Tech to be so serious as to justify debarment action;
- e) any other cause the Executive Director determines to be so serious and compelling as to affect responsibility as a Peaslee Tech contractor;
- f) for violation of the ethical standards set forth in Part 11 (Ethics in Contracting).

PART 7: DISPOSAL OF PROPERTY

7.1 Scope

Surplus and obsolete property may be transferred, sold, offered as a trade-in, or destroyed. Abandoned and confiscated property shall be sold or destroyed. Any property disposed of will be stripped of all identification as Peaslee Tech property.

7.2 Methods of Disposition

Depending on the nature of the item, Peaslee Tech may choose one of the following methods of disposition:

- 1. Returning to manufacturer or vendor
- 3. Trade in
- 4. Sale by auction or sealed bids
- 5. Selling as scrap
- 6. Selling to an individual for items of low value
- 6. Destruction

7.3 Disposition of Property Acquired Under a Federal Grant or Subgrant

When original or replacement equipment acquired under a Federal grant or subgrant is no longer needed for the original project or program or for other

activities currently or previously supported by a federal agency, disposition of equipment will be made as follows:

1. Items of equipment with a current per unit fair market value of less than \$5,000 may be retained or sold or otherwise disposed of with no further obligation to the awarding Federal agency.
2. Items of equipment with a current per unit fair market value of \$5,000 or more may be retained or sold and the awarding Federal agency shall have a right to an amount calculated by multiplying the proceeds from the sale by the award agency's share of the original purchase price of the equipment.

7.4 Terms and Conditions of Sale

Depending on the nature of the items and the method of sale selected, the following terms and conditions shall be used;

1. Inspection. Prospective buyers will be allowed time prior to the sale to inspect items.
2. No Warranty. No warranty or guarantee of any kind is given by Peaslee Tech. All items are offered for sale "as is", "here at", and "without recourse."
3. Removal. The successful bidder will be required at their own risk and expense to remove any items bid upon within the time specified in the bid document. Receipt of each unit must be signed by the purchaser or their duly authorized agent at the time the item is removed. Any item not called for or left behind will be considered as abandoned, and Peaslee Tech has the right to dispose of same in any manner whatsoever.
4. Upset Price. In some instances, minimum prices will be established. In such cases, items will not be sold below that minimum price. The Peaslee Tech reserves the right to accept or reject any or all bids.
5. Low Price Items. Items with a value below \$500 may be sold to an individual without the bid process. Number 1 and 2 above apply. Removal must be at the purchaser's risk and expense. Receipt must be signed by purchaser. Any item not called for or left behind will be considered as abandoned, and Peaslee Tech has the right to dispose of same in any manner whatsoever.

7.5 Report of Disposition

Peaslee Tech shall indicate the disposition of any inventoried items on the inventory records.

PART 8: ENVIRONMENTAL PROCUREMENT POLICY

8.1 Scope

Peaslee Tech wishes to purchase environmentally preferred products and services which have a lesser or reduced effect on human health and the environment when compared to other products and services that serve the same purpose. The purpose of this policy is to support the purchase of products that will minimize negative environmental impacts of our work and support markets for recycled and other environmentally preferable products. The purchase of these products is preferred whenever they perform satisfactorily and are available at a reasonable cost.

8.2 Policies

1. Peaslee Tech personnel will purchase recycled, remanufactured and environmentally preferable products whenever practicable. Peaslee Tech has a 3 percent price preference for recycled, remanufactured and environmentally preferable products.
2. Whenever practicable, Peaslee Tech will ensure that contracts issued require recycled and environmentally preferable products.
3. Peaslee Tech shall use both sides of paper sheets whenever practicable in printing and copying.
4. Peaslee Tech shall, to the extent possible, test the capabilities of recycled, remanufactured, and environmentally preferable products.

8.3 Exemptions

Nothing within the environmental policy shall be construed as requiring the purchase of products that do not perform adequately or are not available at a reasonable price.

PART 9: ETHICS IN PEASLEE TECH CONTRACTING

9.1 General Standards of Ethical Conduct

1. General Ethical Standards for Employees: Any attempt to realize personal gain through Peaslee Tech employment by conduct inconsistent with the proper discharge of the employee's duties is a breach of trust. In order to fulfill this general prescribed standard, employees must also meet the specific standards set forth in this Part.

2. General Ethical Standards for Non-Employees: Any efforts to influence any Peaslee Tech employees to breach the standards of ethical conduct set forth in this Part is also a breach of ethical standards.

9.2 Employee Conflict of Interest

It shall be a breach of ethical standards for any Peaslee Tech employee, in his or her capacity as such employee, to make or participate in the making of a contract with any person or business by which he/she is employed or in whose business he or she has a substantial interest, and no such person or business shall enter into any contract where any Peaslee Tech employee, acting in such capacity, is signatory to or a participant in the making of such contract and is employed by or has a substantial interest in such person or business. A Peaslee Tech employee does not make or participate in the making of a contract if he or she abstains from any action in regard to the contract.

This section shall not apply to the following:

1. Contracts let after competitive bidding has been advertised for by published notice; and,
2. Contracts for property or services for which the price or rate is fixed by law.

9.3 Employee Disclosure Requirements

An employee who has, or obtains any benefit from, any Peaslee Tech contract with a business in which the employee has a financial interest shall report such benefit to the Executive Director; provided, however, this Sections shall not apply to a contract with a business where the employee's interest in the business has been placed in an independent trust. Any employee who knows or should have known of such benefit, and fails to report such benefit to the Executive Director, is in breach of ethical standards.

9.4 Gratuities and Kickbacks

1. Gratuities. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase requisition, influencing the content of any specification or purchasing standard, rendering of advice, investigation, auditing, or in any other advisory capacity, in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. Gratuities shall not mean pens, calendars, or

other novelty items used for advertising purposes, meals or other meeting circumstances for the purpose of conducting or discussing official business.

2. Kickbacks. It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract or order to the prime contractor or higher-tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

9.5 Prohibition Against Contingent Fees

It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Peaslee Tech contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

9.6 Restrictions on Employment of Present and Former Employees

1. Contemporaneous Employment Prohibited. Except as may be expressly permitted by the Executive Director, it shall be a breach of ethical standard for any Peaslee Tech employee, who is participating directly or indirectly in the purchasing process, to become or be while being a Peaslee Tech employee, the employee of any person contracting with Peaslee Tech.
2. Restrictions on Former Employees. It shall be a breach of ethical standards for any former employee, within one year after Peaslee Tech employment has ceased, to knowingly act as a principal, or as an agent for anyone other than Peaslee Tech, in connection with any;
 - a) Judicial or other proceeding, application, request for as a ruling, or other determination against Peaslee Tech;
 - b) Contract with Peaslee Tech;
 - c) Claim against Peaslee Tech; or
 - d) Charge or controversy, in which the employee participated personally and substantially through decision, approval, disapproval, recommendation, rendering of advice, investigation, or otherwise while any employee, where Peaslee Tech is as a party or has as a direct or substantial interest.

9.7 Use of Confidential Information

It shall be a breach of ethical standards for any employee or former employee knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.

9.8 Civil and Administration Remedies Against Employees and Non-Employees Who Breach Ethical Standards

1. Existing Remedies Not Impaired. Civil and administrative remedies against employees and Non-Employees which are in existence on the effective date of this manual shall not be impaired.
2. Supplemental Remedies Against Employees. In addition to existing remedies for breach of the ethical standards of this Part, the Executive Director, in accordance with the Personnel Rules and Regulations may impose any or more of the following:
 - a) Oral or written warnings or reprimands;
 - b) Suspension with or without pay for specified periods of time; and
 - c) Termination of employment.
3. Supplemental Remedies Against Non-Employees. In addition to existing remedies for breach of the ethical standards of this Part or regulations promulgated hereunder, the Executive Director may impose any one or more of the following:
 - a) written warnings or reprimands;
 - b) termination of transactions; and,
 - c) disbarment or suspension from being a contractor or subcontractor under Peaslee Tech contracts. (see section 8.2)
4. Recovery of Value Transferred or Received. The value of anything transferred or received in breach of the ethical stands of this Part, or regulations promulgated hereunder, by an employee or a non-employee may be recovered from both the employee and non-employee.
5. Due Process. All procedures under this Section shall be in accordance with due process requirements and existing Kansas Law.
6. Criminal Sanctions. To the extent that violations of the ethical standards of conduct set forth in this Part constitute violations of Federal or State or City Law, they shall be punishable as provided therein. Such sanctions shall be in addition to the civil remedies set forth in the manual.

Appendix A

Equal Employment Opportunity Agreement:

The contractor agrees that the contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin or ancestry. The contractor shall in all solicitations or advertisements for employees include the phrase, "equal opportunity employer." The contractor agrees that if the contractor fails to comply with the manner in which the contractor reports to the Kansas Human Rights Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by Peaslee Tech. If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by Peaslee Tech.

Appendix B

RFQ TASK CHECKLIST

Approval

The Executive Director must approve the project before the RFQ process is started. The Executive Director must approve of a draft of the proposed RFQ, along with a list of prospective vendors and plans for financing the project. At this step, the Executive Director may determine that certain projects be placed on the Peaslee Board agenda for approval to solicit RFQs due to the project size and scope.

Mail or Email RFQs:

From the list, vendors should be invited to submit a detailed proposal. Depending on the size of the project, the RFQ should be mailed, via hardcopy, with enough lead-time for the vendor to complete the RFQ. It is not necessary to mail them certified mail; regular mail is sufficient. Vendors may be invited by e-mail by sending a PDF file or files in lieu of hard copy mail.

Advertise:

The day the RFQs are mailed Peaslee Tech should place the RFQ on its web site. Depending on scope, and at the discretion of the Executive Director, the RFQ notice may be placed in the local newspaper.

Review Proposals and Interviews:

Upon receipt of the sealed hardcopy RFQs or emailed RFQs, a selection committee consisting of two-to-five people, depending on the value and complexity of the project shall review the proposals. The committee may choose to interview the prospective consultants and rank the firms according to their qualifications. The determination of ranking shall take into account such factors as the professional competence of consultants, company history and history of similar projects. The highest ranking three to five consultants shall be asked to submit proposal for Peaslee Tech's project.

Appendix C

RFQ TASK COMPLETION CHECKLIST

RFQ Number _____

Project Number _____

Project Name _____

DATE COMPLETED	TASK
	Approval – approval by Executive Director
	Mail RFQs – regular mail or email [circle which one(s)]
	Advertise on Web site Internet [circle which one(s)]
	Review & Interview consultants

Appendix D

RFP TASK CHECKLIST

Approval:

The Executive Director must approve the project before the RFP process is started. The Executive Director must approve of a draft of the proposed RFP, along with a list of prospective vendors and plans for financing the project. At this step, the Executive Director may determine that certain projects be placed on the Peaslee Bopard's agenda for approval to solicit RFPs due to the project size and scope.

Initial Screening:

The Executive Director may contact prospective vendors requesting expressions of interest and statements of qualifications in providing types of service needed. Factors considered in the initial screening include experience of the firm in the type of service required, number, availability and location of qualified personnel, references on performance.

Mail or Email RFPs:

From the initial screening a minimum of three vendors should be invited to submit a detailed proposal. Depending on the size of the project, the hard copy RFP should be mailed with enough lead-time for the vendor to complete the RFP. It is not necessary to mail them certified mail; regular mail is sufficient. Vendors may be invited by e-mail by sending a PDF file or files in lieu of hard copy mail.

Advertise:

The day the RFPs are mailed Peaslee Tech should place the RFP on its web site. Depending on scope, and at the discretion of the Executive Director, the RFP notice may be placed in the local newspaper. Purchases under a Federal grant are required to be advertised in the local newspaper.

Review Proposals and Interviews:

Upon receipt of the sealed proposals, a selection committee consisting of two-to-five people, depending on the value and complexity of the RFP, shall review the proposals. If the committee cannot determine the best proposal they may interview the prospective consultants and rank the firms according to quality of their offers. The determination of ranking shall consider the local tiering, price, professional competence, the technical merits, and other criteria specific to the scope of services requested.

Negotiations:

Negotiation with the highest qualified vendor may be undertaken to obtain a contract incorporating the scope of services, method of contracting, price and terms and conditions determined to be fair and reasonable to Peaslee Tech. Negotiations with the second most qualified vendor may then be undertaken until a contract is successfully negotiated that is most advantageous to Peaslee Tech.

Contract:

A contract incorporating the terms and conditions of the recommended proposal should be drafted and reviewed by Legal Counsel.

Award:

The selection committee shall submit the successfully negotiated contract to the Executive Director to review with subsequent submission to the Peaslee Board for its approval.

Written notice:

Prepare and mail a letter notifying the vendor that the contract has been approved.

Appendix E

RFP TASK COMPLETION CHECKLIST

Project Number _____

Project Name _____

Department _____

Employee Contact _____

DATE COMPLETED	TASK
	Approval – approval by Executive Director
	Initial Screening – a minimum of 3 firms should be invited to submit RFPs
	Mail RFPs – regular mail or email [circle which one(s)]
	Advertise on Web site Internet [circle which one(s)]
	Review Proposals & Interview Vendors
	Negotiations – at least two firms if possible
	Contract – preparation of contract & legal counsel’s review
	Award (Peaslee Board approval)
	Written notification – mail or email notification of contract

Appendix F

RFP/RFQ SCORING

Score by indicated a 0, 1, 2, or 3 in each box. 0 is the lowest or worse score. 3 is the best or highest score.

Scoring Rubric

Criteria	Score 0 when	Score 1 when	Score 2 when	Score 3 when
Price	No price is offered	Price is very high	Price is on target	Price is below target
Local Tier	No permanent office in Kansas	Permanent office in Kansas but not within 75 miles of Lawrence	Permanent office within 75 miles of Lawrence but not in Do County	Permanent office in Douglas County
Professional Competence	Never done any work close to this scale or type	Done some work but less than this scale and type	Done work very similar in scale and type	Done work that exceeds this scale and type
Technical Merits	No licenses, ordinances, certificates which are required	Has some required licenses, ordinances, certificates and has capability to get the rest	Has required licenses, ordinances, certificates, but does not participate in a state-certified apprenticeship program meeting federal requirements	Has required licenses, ordinances, certificates, and participates in a state-certified apprenticeship program meeting federal requirements
Service & Support	Has no warranty nor subcontracting experience for warranty	Has warranty but will subcontract it	Offers service and support but not certified warranty nor a one-phone-call experience to point person	Offers certified service and support and a one-phone-call to point person
Intangible	Score of 1 may be added to break a tie for an entity which is donating labor, money, or equipment, or for being identified by a donor as the preferred vendor. Exceptions require a full board approval			

(Scoring Table on next page)

Scoring Table

Firm	Required Criteria		Professional Competence	Technical Merits	Service & Support	Intangibles	SCORE TOTALS
	Price	Local Tier					

Ranking of Bidders/Firms:

Firm	SCORE TOTALS

Committee Recommendation: Firm Name _____

Signed by Committee Members:

	Date
	Date
	Date

- Safety and Emergency Procedures

Safety procedures include the following:

- A.L.I.C.E. Training: Peaslee Tech will adopt **Alert, Lockdown, Inform, Counter, Evacuate (ALICE)** training, which has educated millions of students and adults in 50 states. This training is targeted to be delivered to students, faculty, staff, and related partners who share time in Peaslee Tech. This system helps increase likelihood of survival during an incident. It also prepares people so that they can remain as safe as possible and, even if an incident does not develop, it diminishes anxiety and builds confidence in participants.
 - All materials, such as hazardous or waste materials, are managed according to best practices.
- Building Closing, Class Cancellation, & Early Dismissal Policy
The following processes will be applied for building closings and class specific cancellations. Decisions related to general or specific class cancellations are made by the Executive Director. Decisions regarding and responsibility for informing students and instructors for community college and other provider class cancellations lies with each organization. In the event of a building closing, a message will be placed on the phone system providing details of the cancellation.
 - The “Inclement Weather” tab on the Peaslee Tech website will direct visitors to dial 785.856.1801, extension 103 for details.
 - General closings and class cancellation procedures will be posted in all instructional areas of the building.
 - The Peaslee Tech phone system will include an option for callers to get cancellation information.
 - Individual class cancellations or early dismissals are the decision of the Executive Director.
 - In the event an individual class cancellation is approved by the Executive Director, Peaslee staff will place a notice on the door of the class location and inform participants of the cancellation.
 - In the event circumstances arise where an instructor’s discretion is exercised in the early dismissal of class, the instructor will inform the executive director as soon as reasonably possible. This discretion should only be exercised if no Peaslee Tech staff are in the building.
- Fire Evacuation routes are designated and well-marked for building occupants
Annual fire evacuation drill will take place
- Emergencies/Workplace Accidents
Depending on severity and nature of an injury, employees may choose to contact the following
 - 911 for ambulance

- LMH Business Health Center 785-505-3114
- Emergency Contact List
 - Electrical Westar Energy 1-800-544-4857
 - Facility Richard Easter 1-405-780-0184
(Maintenance Issues)
 - Fire Monitoring Ryan Kruse at Select One
Security and Communications 785-766-5120
or 888-570-7775

ryankruse@selectonesecurity.com
www.selectonesecurity.com
 - Gas Black Hills Energy 1-800-694-8989
 - IT Lance Keltner, UNI Computers 841-4611
 - Phones WOW! 1-855-629-8952
 - Water City of Lawrence 832-7800

Version

8-13-2015

10-30-15

4-14-16 (added Employee Incentive Plan)

11-10-16 (added Record Retention and Destruction Policy)

XX-YY-ZZ (added Purchasing Policy and Purchasing Procedures)

2.26.19 (revised class inclement weather policy)