

Texarkana ISD has elected the third-year grace period to implement the new EDGAR procurement policies and procedures. The new procurement requirements will go in effect July 1, 2018. The effective date for the third grace period went into effect May 17, 2017 for all non-Federal entities which provides an additional one-year grace period for implementation of the procurement standards in 2 CFR 200.317 through 200.326. This means the grace period for non-Federal entities extends through December 25, 2017, and the implementation date for the procurement standards will start for fiscal years beginning on or after December 26, 2017. The District will move toward having one EDGAR/ Purchasing Policy and Procedures Manual by the July 1, 2018 deadline.



Texarkana
Independent School District

**PURCHASING POLICY
&
PROCEDURES
HANDBOOK**

The Superintendent or designee will be responsible for developing and implementing a comprehensive procurement system for the school district. This system will be in accordance with local, Texas and federal statutes or ordinances, good business practices, and the provisions in the annual budget adopted by the Board of Trustees for the current fiscal year.

The comprehensive procurement system will include written regulations and procedures as required to efficiently provide for the needs of the District. These regulations and procedures will be the policies for procurement for the District.

CODE OF ETHICS FOR TEXARKANA INDEPENDENT SCHOOL DISTRICT PURCHASING DEPARTMENT

Consider first the interests of the School District and the betterment of the educational program of the District.

Endeavor to obtain the greatest value for every tax dollar expended in a manner conducive to good business practices and in compliance with statutory requirements.

Give all responsible proposers equal consideration and the assurance of unbiased judgment in determining whether their products meet the educational needs of the District.

Discourage the offer of and decline gifts or favors which might influence or be construed to influence the purchase of goods or services.

Accord a prompt and courteous reception, insofar as conditions permit, to all that call on legitimate business missions.

Be ever mindful of the reason for the existence of the Purchasing Department: to provide support to the various entities of the District charged with the responsibility of creating an educational environment of excellence.

Constantly seek, identify and implement strategies and techniques that will enhance the level of service provided by the Purchasing Department.

GENERAL PURCHASING PROCEDURES

The Purchasing Department of the Texarkana Independent School District is a division of the management organization. The function of this centralized department is to organize and administer procurement for the District in accordance with the responsibility and authority delegated by the Superintendent and the Board of Trustees.

The Purchasing Department is a support organization of the District charged with the responsibility of acquiring goods and services requested by the instructional and administrative departments in a manner consistent with state law, Board of Trustees policies, and good business practices.

The Purchasing Department shares with the Business Office and other administrative offices the responsibility of expending District funds in such a manner that all transactions will pass numerous audits with respect to state, federal and district procurement regulations.

Acquisition of the requested goods and services shall be made by the issuance of an official, numbered, district purchase order.

Effective purchasing is a cooperative venture between the Purchasing Department and other departments within the District. The level of service rendered by the Purchasing Department personnel will be improved by a thorough understanding of the procedures listed below.

Situations will undoubtedly arise which are not fully covered by these procedures. The Purchasing Department staff is always available to discuss any procurement procedure that serves the best interest of the District and the department concerned.

The purchasing procedures contained in this document are intended to comply with local, state and federal statutes and ordinances. In the event of conflict, the appropriate statute or ordinance will prevail.

In accordance with Article 6251-16 of the State of Texas statutes, the Texarkana Independent School District does not discriminate against individuals or companies in regard to race, religion, sex or national origin in awarding of proposals.

SPECIFIC PURCHASING PROCEDURES

REQUISITIONS FOR MERCHANDISE OR SERVICES

All requests for purchase will be submitted through the EDPro requisition module via a networked computer terminal.

Items available from the warehouse will be submitted through warehouse inventory program in EDP.

All items on a Requisition should be completed as per instructions under **Requisitions** below.

Descriptive information will include information as listed under **Specifications** below.

Deadline dates for requisitions to be submitted to the Purchasing Department for any budget year are shown below. Dates will be adjusted to next work day if they fall on weekends or holidays. The school calendar may be consulted for the exact dates of holidays.

MAY 1 All out-of-town purchases for current budget year.

JUNE 1 All purchases for the current budget year with exception to required operating purchases.

The above dates do not apply to special contracts, 12-month programs, or replacement of un-repairable or vandalized equipment.

During the regular budget year, requisitions should be submitted as infrequently as possible. To prevent numerous uneconomical small purchases, requests should be for as large a quantity as storage space and budget allocations will permit.

Items available from only one source should be placed on individual requisitions. State "SOLE SOURCE" on the requisition.

The necessity to plan for equipment and supply requirements cannot be overemphasized. The time required processing a requisition from initiation to delivery of the materials or service may vary from a few days to several weeks or even several months with furniture or custom made items. The requisition must travel from the originator through approved channels to the Purchasing Department. The Purchasing Department may need to secure competitive prices, obtain evaluation and approval of the proposals, and issue a purchase order. The time required for processing by the Purchasing Department will vary according to the nature and value of the transaction, the existing work load and various legal requirements.

REGULAR REQUISITIONS

Requisitions should be entered into the Skyward Financial program's Requisition link in the Purchasing module via networked terminal.

The principal or designee responsible for the campus or department budget must approve every requisition before it is sent electronically to the Purchasing Department.

WAREHOUSE SUPPLY REQUISITIONS

Warehouse Supply items should be ordered through the Skyward system as well. Vendor for these purchases will be Texarkana ISD Warehouse. The principal or designee responsible for the campus or department budget must approve every warehouse order request before it is input into the system. Documentation of this approval must be maintained according to record retention schedules.

TRANSFER REQUISITIONS

Intradistrict transfers can be made using a Transfer Requisition Form. The items appearing on transfer requisitions include print shop charges, transfer of maintenance charges, transfer of transportation charges, etc.

Transfer requisitions must bear the following information at the top of the form:

1. Date
2. School
3. Department and/or teacher's name
4. Budget code

The body of the transfer requisition must show the following information:

1. Quantity desired
2. Description of the items including size, color, etc., if applicable
3. The unit price and extended price for the requisition

A properly authorized transfer requisition must include original signatures of the originator and the school principal or building administrator. Requisitions bearing other signatures or unsigned requisitions will be returned for proper authorization. When Transfer Requisitions are entered via EDPro, the original (top copy) of the transfer requisition must be turned in.

SPECIFICATIONS

Properly executed requisitions must include adequate specifications (descriptive information for the goods or services required). Such descriptive information must be specific but not to the extent as to prevent competitive proposals on comparable items.

Many items can be fairly described by giving the name of the item, its basic features and a typical, acceptable brand and model number. The use of any brand name or manufacturer's reference used is descriptive -- not restrictive -- and is to indicate the type and quality of items desired.

Detailed supplemental specifications may be required to fully describe the features and/or requirements of the items or services required. Generally, the description should outline the minimal requirements or features.

Regardless of the descriptive information, alternate proposals may be considered for award if they are determined to be in the best interest of the District. The user department is responsible for the development of specifications. However, these specifications are subject to review by the Purchasing Department.

COMPETITIVE QUOTATIONS

Competitive quotations are required on purchases over \$3,500 with exceptions listed below. Competitive quotations may be opened as received. Action will be taken soon after the closing date. Quotations submitted by vendors will be considered firm. However, small adjustments may be authorized if conditions indicate that requesting new quotations or making the award to the next lowest quotation would derive no substantial savings.

A decision to buy will include an assessment of at least the following: individual item price, total price of all items, delivery dates, terms, location of the vendor, quality of materials, past performance of goods and vendor, transportation charges, and consultation with the user department.

Competitive quotations will be required on all purchases over \$3,500 except as follows:

1. When the cost of the items is such a small amount that any savings resulting in obtaining competitive pricing would be offset by the cost of processing.
2. When unreasonable delay in delivery of required goods or services would be detrimental to the educational program or department served.
3. When a sole source exists.

SEALED PROPOSALS (PURCHASES OVER \$50,000)

Sealed proposals shall be requested on all purchases of \$50,000 or more, in the aggregate for the trailing twelve months per competitive procurement category, except as noted under local district policy, emergency purchases or as required by state and federal law. Budgeted utilities; purchases made through Board – approved: interlocal agreements, state purchasing programs, cooperatives; and construction change orders, in the aggregate, under 25% of total Board approved contract.

The intent to make such purchases shall be advertised as required by board policy and/or state law. Purchases amounting to \$50,000 or more will be advertised in the local newspapers once a week for two consecutive weeks. Awarding of advertised sealed proposals will be made as indicated under Approval/Awarding of Proposals.

All sealed proposals will be received in the Purchasing Department where they will be opened publicly on the date and at the time as advertised unless notified with an addendum. Proposals will be opened by the Purchasing Department. The closing time for sealed proposals is final. Proposals received after the closing time will not be opened or considered.

Submitted proposals are final and may not be altered. Vendors may, however, submit sealed alternate proposals before the closing time to substitute prices on their formal proposal. In this event, only the substitute proposal will be considered.

No proposal can be withdrawn after opening without approval of the Director of Purchasing. Such approval will be based on a written, acceptable reason.

Withdrawal of a proposal or failure to honor a proposal may result in the omission of the company in future requests for proposals.

Proposals will not be considered unless they bear an original signature of an authorized representative of the company.

All accepted proposals will be tabulated and awarded as provided under Approval/Awarding of Proposals. After proposals have been opened and tabulated, they may be available for those interested to study. They shall not, however, be removed from the Purchasing Department.

If no acceptable proposals are received, the proposed acquisition will be re-advertised seeking an acceptable proposal.

NOTICE TO PROPOSERS

Items below apply to and become a part of terms and conditions of proposals unless superseded by any attached supplemental conditions or specifications, in which case attached conditions will prevail. Any exceptions must be in writing.

Proposals should be submitted on the Request for Proposal form. Each proposal will be placed in a separate envelope, sealed and properly identified with the proposal title and the time and date to be opened. Proposals should be delivered by US mail, private courier, or by hand. Emailing of proposals is not available by the District at this time.

Proposals must be received in the Purchasing Department before the time and date specified. Late proposals will not be considered under any circumstances. If a situation occurs with a potential courier issue permission may be given by the Director of Purchasing to receive the information by facsimile but original must be postmarked on or before opening day and received in the office of the Purchasing Department within 48 hours after opening day and time.

Prices proposed should be F.O.B. Destination, inside delivery. If otherwise, the exact or estimated cost to deliver and the method of delivery must be shown.

Proposal must show the number of days required to deliver the articles to the specified location under normal conditions after receipt of an order. Failure to state the delivery time obligates the proposer to make delivery within 14 calendar days. Tailgate delivery to school locations is not acceptable.

Delivery will be made during normal working hours unless prior approval has been obtained from the Purchasing Department.

Proposals must show unit price on quantity specified, extension and total. In case of errors in extension, unit prices shall govern.

Proposed prices must be firm for acceptance at least 60 days from proposal opening date unless otherwise stated in the request.

Proposals must show the full name and address of the proposer if different from the name and address shown on the proposal request. Failure to manually sign the proposal will disqualify it. Persons signing proposals should show title or authority to bind their firm to a contract.

Proposals cannot be altered or amended after opening time. Any alterations made before opening time must be signed by the proposer or agent. No proposal may be withdrawn after opening time without approval of the Director of Purchasing based on a written, acceptable reason.

The District is exempt from federal excise tax, state tax and local tax. Tax should not be included in the proposal. If it is determined that tax was included in the proposal, the tax will not be included in the tabulation or any awards. Tax exemption certificates will be furnished upon request.

Any catalog, brand name or manufacturer's reference used in the proposal request is descriptive -- not restrictive -- and is intended to indicate type and quality desired. Proposals on brands of like nature and quality will be considered. If proposing on other than reference specifications, proposal must show manufacturer, brand, model, etc., of article offered. If other than brand(s) specified is offered, complete descriptive information of each article being proposed should be included with the proposal. If proposers take no exception to specifications of reference data, they will be required to furnish brand names, models, etc., as specified.

Samples, when requested, must be furnished at no cost to the District. If not destroyed in examination, they will be returned to the proposers on request and at their expense. Each sample, when requested, should be marked with proposer's name and item number on the proposal. Proposals should not be enclosed in or attached to samples.

Unless otherwise indicated on the proposal, all items proposed must be new in first-class condition, including containers suitable for shipment and storage.

The District reserves the right to accept or reject all or any part of any proposal, waive minor technicalities and award the proposal to best serve the interest of the District.

The District reserves the right to purchase additional articles as listed on this proposal subject to verification of the same or lower prices and conditions as proposed.

All items and services proposed must conform to all appropriate local, state and federal laws, ordinances and regulations.

LEASE/RENTAL OF EQUIPMENT, MATERIALS OR SERVICE

Contracts for the lease or rental of equipment, materials or services may be negotiated without securing advertised sealed proposals provided that

1. the title to the property does not or will not change hands at any time,
2. none of the lease or rental payments will apply toward a later purchase, thereby giving an advantage to the leasing company, and/or
3. the annual expenditure for the competitive procurement category does not exceed \$50,000.

Contracts for the lease or rental of equipment or materials by which part or all of the payments may apply toward eventual purchase will be treated as actual purchases. The standard competitive proposal process will be used regarding such contracts.

Contracts for rental, lease, lease-purchase or any other provisions that will extend past the fiscal year will have cancellation provisions and must be renewed by the issuance of a new purchase order for each fiscal year.

VENDOR CONTACT WITH INSTRUCTIONAL/SUPPORT PERSONNEL

Vendors and their representatives are strictly prohibited from contacting, either in person or by telephone, instructional or support personnel during school/working hours without approval from the Superintendent, Deputy Superintendent, CFO, or Purchasing Department.

All vendors calling on personnel in a school building will first check in at the principal's office for visitation approval. Vendors calling on support personnel will first check with the department head or supervisor for visitation approval.

Vendors are prohibited from offering gifts or favors of a personal nature that might influence or that could be construed to influence purchases utilizing district funds. Employees will refuse any such offers and report such offers to their principal or department head. The principal or department head will immediately report any such incidents to the Purchasing Department.

TEXAS SALES TAX EXEMPTION

The Texarkana Independent School District is exempt from payment of taxes under Chapter 20, Title 122A, Article 20.04, Revised Civil Statutes of Texas, for the purchase of tangible personal property.

The District is exempt from sales tax because it is a public free school, is tax supported, and operates under the Texas Education Agency.

Any use of the District's tax exemption certificate/number for personal purchases is prohibited. Anyone using the District's tax exemption certificate/number for personal purchases may be liable to prosecution under the Texas Penal Code, Chapter 39 Abuse of Office, Section 39.01.

APPROVAL/AWARDING OF PROPOSALS

Approval of all capital expenditures and purchases made through the proposal process costing per competitive procurement category, \$50,000 or more, must be given by the Board of Trustees. Exceptions are listed in District Board Policy. Administrative action may be taken on purchases of capital items and supplies of less than \$50,000 per competitive procurement category. If circumstances warrant, Board consideration of any purchase may be requested.

The proposal items that are determined to be the best value to the District will be recommended for approval. The following criteria shall be used in making the best value determination:

- a. the purchase price; 30 points
- b. the reputation of the vendor and of the vendor's goods or services; **15 points**
- c. the quality of the vendor's goods or services; **20 points**
- d. the extent to which the goods or services meet the district's needs; **5 points**
- e. the vendor's past relationship with the district; **5 points**
- f. the impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses; **5 points**
- g. the total long-term cost to the district to acquire the vendor's goods or services; **5 points**

- h. for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: (A) has its principal place of business in this state; or (B) employs at least 500 persons in the State of Texas; **5 points**
- i. any other relevant factor that a private business entity would consider in selecting a vendor. **10 points**

Also, in awarding a contract the District must consider whether the vendor has its principal place of business in or employs at least 500 people in the state of Texas. If this is not the case, then the District will add the same rate the

The user department shall be responsible for making recommendations for purchase of proposed items. Whenever the lowest proposal price is not recommended, the user department shall provide written justification for such recommendations.

In the case of tie proposals, consideration may be given to local vendor or vendors that have offered the most consistent service and reliability in the past. When all factors appear equal, then the tie will be broken by casting lots by the Board of Trustees.

PERFORMANCE AND PAYMENT BONDS/GOOD FAITH DEPOSITS

Payment bonds must be furnished, as required by law, on all purchases of \$25,000 or greater for building construction, repair, renovations and maintenance projects. Performance bonds will be furnished, as required by law, on all purchases of \$100,000 or greater for building construction, repair, renovations and maintenance projects. Good faith deposits in the form of a cashier's check or proposal bond in the amount of 5 percent of the proposal may be required when deemed necessary.

RECEIVING REQUESTS FOR OPPORTUNITIES FOR RECEIVING REQUESTS FOR PROPOSALS OR QUOTATIONS

Responsible vendors will be asked to propose or quote upon their written request, except for reasons as listed in Reasons for Denial. Their request may be submitted through a completed vendor application form and must show the specific items or services upon which they wish to propose or quote.

Proposals shall be sought from sources able to offer the best prices consistent with quality, delivery and service.

All vendors receiving requests for sealed proposals or quotations must be responsible and possess the ability to perform the contract according to its terms. A responsible vendor must exhibit adequate financial standing, reputation, experience, resources, facilities, judgment and efficiency. Additionally, vendors must not discriminate against any employee or applicant in regard to race, religion, color, sex or national origin.

Efforts will be made to include small businesses and minority-owned or minority-operated firms and to encourage such businesses and firms to respond.

REASONS FOR DENIAL OF OPPORTUNITY OF RECEIVING REQUESTS FOR PROPOSALS OR QUOTATIONS

A vendor may be denied the opportunity to receive requests for proposals or quotations for the following reasons:

1. Previous withdrawal of a proposal or quotation
2. Previous failure to honor a proposal or quotation
3. Unusual delays in delivery of previous awards
4. Repeated failure to respond to requests for proposals or quotations
5. Unauthorized substitution of merchandise in other awards
6. Previous failure to perform service satisfactorily
7. Location of the vendor which would not be conducive to the level of service required
8. Discrimination against an employee or applicant in regard to race, religion, color, sex or national origin.

The decision to deny a vendor the opportunity to receive requests for proposals or quotations will be made by the Director of Purchasing.

Any vendor protesting the denial to receive requests for proposals or quotations will take the following steps:

1. He or she will make a written request to the Director of Purchasing showing cause to receive requests for proposals and seeking an audience to discuss the matter.
2. If the request is again denied by the Director of Purchasing, the vendor may request an audience with the CFO to appeal the decision. The meeting shall be arranged by the Director of Purchasing.
3. If the request is further denied by the CFO, the vendor may appeal the decision to the Superintendent.
4. If the request is further denied by the Superintendent, an appeal may be made to the Board of Trustees.

UNAUTHORIZED CHARGES/PURCHASES

Any commitment to acquire goods or services from budget funds prior to securing a bona fide Purchase Order is prohibited. Anyone creating or authorizing such a commitment prior to securing a Purchase Order will be personally liable for payment of such agreement and/or may be liable to prosecution under the Texas Penal Code, Chapter 39, Abuse of Office, Section 39.01. All requested exceptions to this policy must be made in writing to the Superintendent.

RELEASING PURCHASE ORDERS

No charge shall be made to the Texarkana Independent School District except that covered by a purchase order issued by the Purchasing Department.

The Purchasing Department will not release purchase order numbers to cover such charges in advance of this procedure. TISD Maintenance Department emergency purchases are the exception to this rule.

Purchase orders may be issued for billing and encumbrance purposes for leases, purchases and contracts as required by other departments.

Requests from the user departments will include copies of appropriate Board documents, contracts, proposals, justifications, or other documents supporting their request.

NOTE: BACKUP PAPERWORK WILL BE FORWARDED TO THE PURCHASING DEPARTMENT. THE REQUISITION NUMBER OR PURCHASE ORDER NUMBER IS TO BE WRITTEN AT THE TOP OF THE BACKUP PAPERWORK.

PURCHASE ORDERS

A purchase order is the contract document that commits the District to an obligation. Requisitions received electronically by the Purchasing Department are approved or denied. Approved requisitions are turned into Purchase Orders and are assigned a number. This purchase order number becomes the control number for all accountability.

Multiple copies of purchase orders are generated at the time the original purchase order is written and generally distributed as follows:

1. Original - to the vendor
2. Purchasing copy
3. Receiving Department delivery copy
4. Receiving Department copy
5. Campus copy

CONDITIONS OF PURCHASE

Under no circumstances other than transportation cost, if allowed, is the amount of this purchase order to be exceeded without prior approval of the Director of Purchasing or authorized representative. All communications concerning problems with a purchase order should be addressed to the Purchasing Department, Texarkana Independent School District, 4241 Summerhill Road, Texarkana, Texas 75503.

Vendors should notify the Purchasing Department immediately if they are unable to comply with and of the following conditions:

1. Validation: Any order is valid only when (1) a purchase order number appears in the space provided, and (2) the original signature of the Director of Purchasing, and CFO if over \$10,000, appears in the space provided.
2. Authorization: Texarkana Independent School District will not be responsible for articles delivered and/or services performed without a specific written purchase order.
3. Substitution of Articles or Services: Articles to be delivered and/or services to be performed will be in accordance with the terms, prices, delivery time, specifications and conditions as recorded on the proposal and as itemized on this order. No substitution of articles or change of any nature shall be made without the authorization of the Director of Purchasing or representative. If the order cannot be filled as specified, the Director of Purchasing should be notified in writing.

4. Price Changes: The District accepts the proposal prices recorded on the proposal and on the order but reserves the right to cancel the order if the prices are to be increased prior to the delivery of articles or the completion of services. Therefore, an order should not be billed at increased prices without authorization from the Director of Purchasing or representative. No separate charges, except those clearly recorded on the proposal and on this order, can or will be allowed.
5. Taxes: The District is exempt from the payment of some federal excise taxes, federal transportation taxes, and Texas state or local sales taxes. If it is determined that the prices quoted and recorded on this order or the invoice rendered includes any such taxes, the amount of the tax will be deducted from the invoice.
6. Warranty, Guarantee, Laws and Regulations: by accepting this order, the vendor, in addition to the guarantees and warranties provided by law, hereby expressly guarantees and warrants as follows:
 - a. Warrants that the articles to be delivered hereunder will be in full conformity with the specifications or with the approved sample submitted and agrees that this warranty shall survive acceptance of delivery and payment for the articles and that the vendor will bear the cost of inspecting and/or testing articles rejected.
 - b. Guarantees and agrees that the articles to be delivered hereunder will not infringe any valid patent, trademark, trade name or copyright and that vendor will, at the vendor's expense, defend any and all actions or suits charging such infringement and will hold the District, its agents and employees harmless in case of any such action or suit.
 - c. Warrants that the articles to be delivered hereunder will be manufactured, sold, and/or installed in compliance with provisions of all applicable federal, state, and local laws and regulations.
 - d. That nothing contained herein shall exclude or affect the operations of any implied warranties otherwise arising in favor of the District.
7. Transportation: All shipments are to be made F.O.B. Destination unless otherwise specified on the proposal and on the purchase order. When articles are sold F.O.B Point of Origin and the purchase order of the District so confirms, vendor should prepay shipping charges and record prepaid charges as a separate item on invoice. It is understood that title of merchandise is accepted at the delivery destination.
8. Inspection, Rejection and Excess Shipment: In addition to other rights provided by law, the District reserves the right to inspect articles delivered and to return those which do not meet specifications or reasonable standards of quality, to reject articles shipped contrary to instructions or in containers which do not meet recognized standards, and to cancel the order if not filled within the time specified. The District may return rejected articles or excess shipment on this order or may hold the articles subject to the vendor's order and at his risk and expense, and may in either event charge the vendor with the cost of shipping, unpacking, inspecting, repacking, reshipping and other like expense.

9. Delivery to a School Building: When a delivery is to be made direct to a school building, such delivery shall be made between the hours of 8:30 a.m. and 3 p.m., Monday through Friday, except on school holidays, and delivery shall be made and articles placed inside the school building in the room or rooms to be designated at no additional charge. It is important that vendors understand that the District cannot and will not accept tailgate delivery at a school entrance unless specified otherwise on this order.
10. Invoices: Invoices should be submitted in duplicate. Invoices should not be rendered until merchandise or service has been received. Invoices without references to this purchase order number and listing items or services other than those shown on this order will not be paid.
11. Payment: Upon receipt of a properly executed invoice and verification of delivery from the consignee, payment will be processed for items or services delivered. Discounts will be calculated from the date of delivery or date of invoice, whichever is most current.

CHANGING OR CANCELING PURCHASE ORDERS

Whenever it becomes necessary to modify or cancel the items or conditions as listed on a TISD purchase order, the following conditions shall apply:

1. A purchase order is a contract document that obligates the District and vendor to the terms and conditions as listed thereon.
2. **The Purchasing Department is responsible for making all official adjustments to a purchase order.**
3. All arrangements for returning, adjusting, deleting, modifying, substituting or canceling items or conditions including lease or rental arrangements as listed on the purchase order must be made through the Purchasing Department.
4. Requests to have items listed on a purchase order returned, deleted, canceled, or in any way adjusted must be made in writing to the Purchasing Department. A copy of the request must be forwarded to the Receiving Department. Appropriate authorization (Principal, Director, Assistant Superintendent, etc.) must accompany each request.
5. Upon receipt of an authorized request, the Purchasing Department will, when possible, make the necessary arrangements and adjustments as requested.
6. All arrangements and adjustments will conform to the requirements of the Business Office and to legal statutes and district policy.
7. Schools and administrative departments will be notified when an item on the purchase order must be canceled for reasons other than their request, such as:
 - a. The company is unable to provide the goods or services.
 - b. The item has been discontinued.
 - c. The budget funds have been expended.

OPEN PURCHASE ORDER

The general purpose of open purchase orders is to eliminate the need for numerous individual purchase orders for the Child Nutrition Department and for the Maintenance Department for construction projects. Items to be capitalized (fixed assets) such as tools, machinery, furniture, cabinets, or equipment **are not** to be purchased on open purchase orders. Individual requisitions and purchase orders must be issued for such items.

Open purchase orders will be issued to vendors that have been awarded contracts through Request for Proposals or Requests for Quotes and will remain in effect for the time period specified. Information on the requisition will include:

1. Name and address of the company
2. Nature of items or services required
3. Estimated total cost for the current period
4. The time period that the order will be valid.

Appropriate authorization by the Director of Purchasing is required for all open purchase orders.

PAYMENT VOUCHERS

Payment Vouchers will only be used to make payments from accounts that Departments and Campuses may not have access to.

CONTRACTS

For work involving construction, repairs, renovation and maintenance of buildings, a separate contract document may be required in addition to the issuance of a purchase order. This contract will be in a form as required to cover the project parameters and the work to be accomplished.

EMERGENCY PURCHASES LESS THAN \$50,000

Emergency purchases for repairs come up routinely in the Maintenance Department and in order to expedite these situations, all maintenance purchases will be controlled with the requisition number. After the supplies are purchased and receipts received, an Emergency Pick-Up Authorization form is completed by the buyer and turned in as soon as possible.

For expenditures over \$1,000 which are not emergencies, the normal purchase order procedure should be followed. Emergency expenditures over \$1,000 must have approval through the purchase order procedure or Chief Operating Officer approval to use requisitions.

EMERGENCY PURCHASES GREATER THAN OR EQUAL TO \$50,000

Emergency purchases greater than or equal to \$50,000 will be made in conformance with Board of Trustees policy or Paragraph (e), Section 21.901, Texas Education Code which states:

“If a school building or school equipment is destroyed or severely damaged and the school Board determines that the time delay posed by the competitive proposal process would prevent or substantially impair the conduct of classes or other essential school activities, then contracts for replacement or repair of such building or equipment may be made without resort to competitive proposals or as otherwise required by this section.”

Upon compliance with the above provisions, the Superintendent or his designated representative may authorize the Purchasing Department to proceed with action required to resolve the emergency condition.

Upon receipt of a requisition and authorization form approved by the Superintendent or his designated representative declaring an emergency, the Purchasing Department will immediately issue a purchase order to cover the emergency situation for which verbal authorization for commencement of the remedy has been given.

If action to remedy the emergency has not been undertaken, the Purchasing Department shall secure verbal and/or written proposals from one or more sources and waive advertising and awarding procedures. A purchase order will be issued immediately to the lowest and best proposal to cover the emergency.

Emergency purchases will be submitted to the Board of Trustees for ratification.

PURCHASES FOR INDIVIDUALS

Any commitment to acquire goods or services in the name of Texarkana Independent School District for personal use or ownership is prohibited. Any individual making such a commitment may be liable to prosecution under the Texas Penal Code, Chapter 30, Abuse of Office, Section 39.01.

Staff members will not use district letterhead in making personal purchases of ordering materials for their own use.

All individuals in the District who make personal purchases through the mail will use their home address and their individual stationery for placing personal orders.

ACCOUNTING FOR RECEIPT OF GOODS AND SERVICES

Accounting for the receipt or non-receipt of goods or services for which a purchase order has been issued will be by the use of a Record of Materials Received (RMR) form, a signature on an invoice or receipt, and the Receiving Copy of the purchase order.

The RMR is a general purpose form designed to supplement the Receiving Copy of the PO and may be used in lieu of a Receiving Copy.

Upon receipt of the goods or services listed on the purchase order, the Receiving Department must submit to the Business Office the Receiving Copy of the PO showing the quantity and condition of the items received.

Payment to vendors is processed by the Business Office upon receipt of the following:

1. A valid purchase order
2. An original invoice from the vendor
3. Proof of items or services received: A Receiving Copy of the PO or RMR from the user or Receiving Department showing that the goods or services have been received in good order.

Detailed instructions for reporting partial shipments, damages or other irregularities may be obtained from the Purchasing Department.

RESALE OF MATERIALS

Resale of materials purchased from budgeted funds is prohibited except when, as part of the Instructional Program, students may elect to make/construct projects for personal ownership that are above the required activities within the Instructional Program.

When the student elects to make/construct this type project utilizing materials purchased from budgeted funds, the student will pay for the cost of materials along with the appropriate sales tax before removing the project from the school. Monies collected from this type sale will be returned to the general operating fund.

DISPOSAL OF OBSOLETE OR SURPLUS ITEMS

The appropriate principals or department heads will identify items no longer needed or unusable in their program or school. They will submit to the appropriate area director a request to have these items picked up and transferred to the Receiving Department for redistribution or disposal.

When deemed necessary, the Director of Maintenance will report all surplus items on hand in the Maintenance Department to the Purchasing Department.

A list of items determined to be usable will be published in an appropriate manner and distributed to district personnel. Principals and department heads may request items listed to be utilized in their school or program by submitting a request to the Director of Purchasing.

Items determined to be obsolete, surplus or unusable will be disposed of in one of the following manners:

1. Disposal through public sale/auction/sealed proposals
2. Sale to salvage companies
3. Placement in trash

The approximate disposal price shall be determined by the Director of Maintenance or the Director of Purchasing.

Disposal of Instructional material and technology equipment will be made in accordance with government code 31.105.

TRADE-IN EQUIPMENT

The appropriate principal or department head will identify specific equipment to be considered for trade-in toward the purchase of replacement equipment.

The principal or department head will submit on requisition form through regular channels the request for replacement equipment. The item(s) to be traded in will be listed under the request for replacement equipment. A report reflecting the condition of each item to be considered trade-in will be attached to the requisition form.

The condition report will list the following:

1. Complete description
2. Texarkana Independent School District property tag
3. Serial number
4. General condition
5. Date purchased
6. Original purchase price
7. Reason for trade-in

At the discretion of the Director of Purchasing, the recommended trade-in equipment may be reassigned to another location in the District or sold or traded in, whichever is determined to be in the best interest of the District.

REPAIRS TO EQUIPMENT

Three methods of securing repair of equipment are available and the appropriate method will be used.

1. Equipment repaired by Texarkana Independent School District personnel. All equipment that **can** be repaired by TISD personnel will be repaired by the District and will not be sent to outside sources. This will be accomplished by submitting an appropriate request to the Maintenance Department. Types of equipment that can be repaired include audiovisual, shop, custodial, and child nutrition.
2. Equipment repaired by an outside source through an Open Purchase Order. Departments authorized to use Open Purchase Orders for repairs are Maintenance, Child Nutrition, and Print Shop. All equipment that **cannot** be repaired by TISD personnel but can be repaired by an outside source and is covered by an Open Purchase Order will be repaired in this manner.

CELLULAR PHONES

A cellular telephone may be issued to any employee designated by the Superintendent or designee, to be used for business telephone calls at those times when the employee does not have regular telephone service readily available. Most of these cases will be handled with a stipend paid to each employee and it is their responsibility to provide the cellular phone service for work purposes. For exceptions the guidelines below will be followed.

When an employee accepts a District cellular telephone, he or she will provide assurance of financial responsibility for any personal or non business calls made on that phone. Within ten business days of the District presenting the designated employees the applicable monthly bills for the cellular telephones, each employee will review his or her statement of calls and will reimburse the District for any personal or non business calls. Employees may prefer to have a set amount deducted from their monthly paycheck to cover all personal or non business calls. This will be appropriate as long as the amount is reasonable and will cover all non business related calls.

An employee with outstanding charges for personal or non business calls on a District cellular telephone will not be authorized for further use of that telephone until the charges are paid.

CREDIT CARD POLICY

Certain employees will be issued credit cards by the District at the discretion of the Superintendent or designee in order to facilitate purchases which would otherwise be difficult to make (gasoline, airplane reservations, etc.). Credit cards should not be used to pay for purchases which could be made through the use of the requisition system. Credit cards should not be used to circumvent any of the purchasing laws. Under no circumstance should an employee of the District use their issued card for personal expenses. Employees must complete a requisition in the accounting system for their credit card bill and submit all substantiation (original receipts, invoices, travel voucher etc.) to Accounts Payable in enough time for the check to be processed and mailed by the due date on the bill. Any late charges on the credit card bill will be the responsibility of the individual it is issued to. Final responsibility for judicious use of District issued credit cards rests with the individual to whom the card is entrusted. Criminal prosecution/termination procedures shall be initiated for misuse of credit cards.

RECORD KEEPING

The Purchasing Department will maintain purchasing files including: proposals, quotes, advertisements and purchase orders. Records of proposals awarded by Board of Trustees action will be maintained indefinitely with the Board records. All other records will be retained in accordance with state law and guidelines. The original proposal documents will be filed in the Business Office.

OPEN RECORDS

The Texarkana Independent School District complies with the Open Records Statutes as outlined in Title 110A, Article 6252-172, of the Revised Civil Statutes of the State of Texas.

Special attention is called to Section 3(a)(4) which states the following exception to open records: "information which, if released, would give advantage to competitors or proposers."