

Regulation DJE-R(1): Purchasing - Regulations

Status: ADOPTED

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Regulations

Guidelines

The school system must buy supplies and services from the business community to operate. The Turner County Board of Education will appropriate funds to procure the required goods and services. The guidelines, in which the purchasing function shall operate, including local funds, are as follows:

Authority to obligate Board funds to an agency outside the school system is vested solely in the Superintendent and/or designee(s).

Purchases shall be made only after the Board has appropriated funds. All purchasing activities on behalf of the TCS will be in accordance with these regulations or policies, and the laws of the State of Georgia. If a conflict exists between these regulations and applicable Federal/State/local laws, grant regulations or other governing regulations, or if additional requirements are imposed by applicable Federal/State/local laws or grant terms, then the higher level governing law, regulation or requirement shall control.

Employees have the authority and responsibility to purchase only authorized supplies and services. Any violation of these regulations or policies may result in disciplinary action, up to and including immediate termination.

Responsibilities

Basic responsibilities of individuals and entities involved in the procurement process are described herein.

A. The Board of Education shall:

1. Provide policy for the purchasing system;
2. Appropriate funds from which purchases for goods and services are executed;
3. Approve or disapprove recommendations of the Superintendent
4. Provide general oversight over the purchasing system.

B. The Superintendent shall:

1. Develop and recommend to the Board, policy to ensure efficient and economical purchasing in support of the TCS operations;
2. Accept authority to purchase given by the Board and delegate day-to-day authority to the Chief Financial Officer;
3. Exercise authority for purchasing not delegated to other designees.

C. The Chief Financial Officer (*or designee when applicable*) shall:

1. Supervise the day-to-day activities of Procurement Services; whereby, the CFO is responsible for "Procurement Services";
2. Contract for the purchase or acquisition of supplies, materials, equipment and services, as may be required and funded;
3. Ensure all contract actions are in compliance with applicable local, state and federal laws and regulations;
4. Promote efforts to assure all business enterprises have an equal opportunity to participate and share in the purchasing activity of the TCS;
5. Ensure full and open competition is obtained on all purchases within parameters set forth in these and

- other TCS regulations;
6. Provide direction and guidance for the operation of Purchasing Management;
 7. Ensure training on TCS purchasing policies and regulations of key District staff responsible for the purchasing function at various levels.
 8. Maintain a standard purchasing procedure (nomenclature) for purchased items;
 9. Take advantage of economies of scale by buying in quantity when advantageous to TCS;
 10. Take advantage of all tax exemptions, when applicable;
 11. Determine the appropriate purchasing method for each purchasing action;
 12. Establish and maintain a purchasing system of quality and integrity;
 13. Establish necessary rules for the operation of Procurement Services and the implementation of TCS Policy and Regulation(s);
 14. Settle and resolve protests dealing with purchasing actions;

- D. The Customers (departments and schools receiving support from Procurement Services) shall:
1. Provide timely and adequate identification of a requirement, funding, and authorization to procure;
 2. Review/approve solicitations/specifications/quantities;
 3. Participate as requested in pre-bid/proposal conferences;
 4. Participate in the review of solicitation responses;
 5. Participate or provide third party subject matter expert(s) to participate in the evaluation of Request For Proposal (RFP) responses;
 6. Key District/School staff members (e.g. bookkeepers) who are involved in the procurement process should participate in training when applicable regarding TCS purchasing policies and regulations.
 7. Provide for any other assistance in the procurement process as may reasonably be requested;
 8. Enter purchase orders with appropriate approvals before placing orders;
 9. Provide timely and complete on-line receiving reports to Accounts Payable;

Priorities

Priorities are established herewith to be used in processing purchasing actions and time frames for processing various purchasing actions that customers may use for planning purposes.

1. Routine--Purchase requirements are received by the CFO and assigned for action generally in keeping with the chronological order of receipt.
2. Urgent--The customer, whose circumstances may not be deemed so severe as to require emergency action, but are of such a nature as to require more than routine processing, may ask the CFO or designee to assign an urgent priority. The designation of "urgent" will cause the requirement to be acted upon over any routine requirements that may be at hand. "Same day" or "next day" action will not circumvent other purchasing procedures required by law, Board policy, or this regulation; i.e., an urgent priority assigned by the CFO simply moves the requirement to the head of the line in Procurement Services.
3. Emergency--The customer whose circumstances may be deemed as severe as to require emergency actions may ask the CFO to assign an emergency priority. Emergencies shall include, but not be restricted to purchase of items necessary to the health, well-being or safety of persons and/or situations. The designation of "emergency" will cause the requirement to be acted upon over any routine or urgent requirement at hand. These requirements shall receive "same day" action, if possible, and may circumvent other purchasing procedures required by Board policy.

Bid and Quotation Pricing Approval Limits

Acquisition of **ALL** goods and services from budgeted funds shall be subject to the following limits except where a clear emergency exists. It is noted that when all purchase factors are equal, local purchases should be made whenever possible. A requisition form and purchase order are required for all purchases except for noted exceptions (i.e., emergency purchase(s)). Purchases must not be divided into smaller units in order to circumvent the following:

Level I Purchases (discretionary):

Purchases less than \$1,500 and not already on an existing contract are deemed to be discretionary purchases, and these purchases may be made by local school principals, department heads, or program directors up to \$1499, provided an itemized requisition form and purchase order are approved in advance. These purchases may be accomplished without multiple quotes; however, competitive pricing is always encouraged. Purchaser should use their best judgment when making the purchase, and descriptions must be detailed for each item with no abbreviations.

Purchases up to \$200.00

Requires requisition form and purchase order approved by school principals, department heads, or program directors. Item description may be categories such as: Supplies for classroom project, supplies for father's luncheon, supplies to repair water leak. Receipt must be itemized.

Purchases from \$200 to \$1499

Requires itemized requisition form and purchase order with supporting documentation approved by school principals, department heads, or program directors. Support documentation is defined as a 'cart' printout or other quotation supplied by the vendor. Item numbers may be included, but descriptions of items are still required. Acceptable description: Swingline Electric 3-Hole Punch Model 74515. Unacceptable: 3-Hole Punch or Hole Punch 74515. 'See attached list' is not acceptable.

Level II Purchases (Competitive Quotes):

Purchases including related services between the levels of \$1,500 and \$24,999 shall be required to be based on competitive written quotes. Once three written quotes are provided, the Chief Financial Officer will approve these purchases or return the requisition for revision.

Purchases from \$1,500 to \$9,999

Requires itemized requisition form and purchase order with 3 written quotes and signed approval by the Principal, Department Head AND Program Director AND CFO. *In, and only in, the absence of the CFO, the Assistant Superintendent or the Executive Director of Maintenance, Operations, and Transportation may approve and sign.* Item numbers may be included, but descriptions of items are still required. Acceptable description: Swingline Electric 3-Hole Punch Model 74515. Unacceptable: 3-Hole Punch or Hole Punch 74515. 'See attached list' is not acceptable.

Purchases from \$10,000 to \$24,999

Requires itemized requisition form and purchase order with 3 written quotes and signed approval by the CFO and Superintendent. *In, and only in an emergency situation and the absence of the CFO or Superintendent, the Assistant Superintendent may approve and sign; however, the CFO or Superintendent's signature must accompany the Assistant Superintendent's signature.* Item numbers may be included, but descriptions of items are still required. Acceptable description: Swingline Electric 3-Hole Punch Model 74515. Unacceptable: 3-Hole Punch or Hole Punch 74515. 'See attached list' is not acceptable.

Exceptions to 3 written quotes:

Products and services, which are available from only one vendor, are excluded from the 3 written quote requirements provided a reasonable and diligent search has been made for other possible suppliers or other appropriate information has been obtained to document the matter (*Appendix B-Exception Form for Quotes*).

Level III Purchases (Competitive Sealed Bids/RFQ/RFP):

Purchases \$25,000 and over including related services require requisition form, pre-purchase checklist and purchase order and will be based upon competitive seal bidding or requires Request For Quotes (RFQ)/Request For Proposals (RFP). Competitive sealed bids must be submitted in writing at a time, date and place specified in the bid TCS advertisement.

Purchases from \$25,000 and above

Requires Request For Quotes (RFQ), or Request For Proposals (RFP), or Request For Bids (RFB) from 3 vendors. If purchases are approved, vendor selection will be made by the CFO. Approval will be obtained through the CFO as

well as the Superintendent's signature. No other signatures can be used .

Exceptions

The following items may be purchased without multiple bids/quotes upon approval by person indicated on the previous outlined limits; however, all other approvals are required:

1. Purchases made directly from Governmental Sources including state bid contracts.
2. Sole source purchases when only one source is available.
3. Single source purchases defined as those purchases of goods or services that, for a justifiable reason such as compatibility or standardization, are obtained from one source among others in a competitive marketplace. (I.E. Textbook, instructional materials, test and scoring services, and copyrighted media sold directly from the publisher).
 - a. When there is a reasonable basis to conclude that the minimum needs can best be satisfied by unique supplies or services readily available from one source with unique capabilities.
 - b. The existence of limited rights in data, patent rights, copyrights, or secret processes; the control of basic raw material; or similar circumstances make the supplies and services available from one source.
 - c. When purchasing utility services (gas, electric power, etc.), circumstances may dictate that only one supplier can furnish the service.
 - d. When the Superintendent or designee has determined in accordance with a program for standardization or continuity that it is in the best interest of TCS to limit purchases to specified makes and models of equipment and parts to satisfy needs for additional units or replacement items.
 - e. When purchasing over the designated threshold, schools/departments must use the "Sole/Single Source Justification" form (*Appendix B*). Basically, Appendix B requires the following information:
 - i. Explain why this is the only product or service that can meet the need of the purchasing agency.
 - ii. Explain why this supplier is the only practical available source from which to obtain this product or service.
 - iii. Describe what efforts were made to conduct a negotiation to get the best price, delivery, warranty and payment terms for the TCS. Procurement Services reserves the right to negotiate further with the supplier for discounts, best value, etc.
 - iv. Include any documentation from the manufacturer or publisher to support the sole source status.
4. Academic Prerogative - Academic Prerogative can be cited when contracted services or academic materials, such as books, posters, displays, games or art materials are needed for compatibility/continuity with existing curriculum programs or to meet local/state/federal requirements. Academic materials can be selected from a source (such as a catalog) at the discretion of a teaching professional in the performance of teaching duties. Contracted staff development/professional learning services, including training and consultative services, can be selected from a source identified as providing the expertise and availability on the particular topic at the discretion of the Superintendent and/or designee. The CFO will monitor training and consultative requests to avoid overuse of any one such individual or company.
5. Emergency deemed necessary by Superintendent. An emergency is defined as an eventuality that:
 - a. Cannot reasonably be foreseen;
 - b. Demands correction by immediate action; AND
 - c. If not corrected, may endanger students or others, or result in a major economic loss to the school district.
 - d. Purchases made due to an emergency shall be approved by the Superintendent only.

Unauthorized purchases

It shall be prohibited for any employee to purchase or contract to purchase any goods or services, or to make any contract within the provision of this policy other than through the officials named in these procedures. If any purchase is made contrary to this policy, the School District shall not be bound thereby. Liability can be on the part of the purchaser to pay for the purchased items. Examples include but are not limited to: Purchase orders made over the phone without prior approval, invoices received from vendors before purchase orders are approved and on file with the central office accounting department. Employees found in violation of this policy or making or approving inappropriate purchases will be subject to discipline actions including but not limited to: suspension of purchasing rights or termination.

Advertisement of Solicitation

The policy of the TCS is to give every supplier an equal opportunity to submit responses to TCS solicitations. Solicitations will be posted to the internet to provide suppliers an equal opportunity. It is the responsibility of interested suppliers to check the TCS website for business opportunities with TCS.

Communication with TCS Staff or Board of Education during a Solicitation

All questions concerning a solicitation should be directed to the person as advertised. Inspections and/or site visits must be coordinated through the person designated in the advertisement. The system cannot respond to inquiries concerning bid/proposal tabulations during the evaluation period. Upon completion of the evaluation process, this information is a matter of public record. All suppliers are invited to attend the public opening of bids. RFPs and RFQs do not have a public opening; however, suppliers can inspect the RFP evaluation documents and tabulation upon completion of the evaluation process.

Terms, Conditions, and Instructions

Unless otherwise specified, all such solicitations are deemed to include all the terms and conditions outlined in these regulations. These terms and conditions shall be read carefully prior to the submission of any bid/proposal/quote. Unless a specific exception is noted by the supplier and accepted by TCS by inclusion in the Purchase Order/Notice of Award, all provisions of the terms and conditions of the solicitation document will become a part of any contract awarded. Taking exceptions to TCS terms and conditions may be cause for rejection of supplier's response.

Source Inspection

By submitting an offer to the TCS, the supplier agrees to permit the TCS the right of inspection at the supplier's plant or facilities. Upon request, the supplier shall provide all reasonable access to facilities and assistance for the safety and convenience of the appointed representative in the performance of such inspection.

Freight Charges

All offers received will be Freight On Board (FOB) destination, unless specified otherwise in the solicitation.

Minimum Order Pricing

Offers containing a minimum order/ship quantity or dollar value, unless called for in the solicitation document, may be treated as non-responsive and may not be considered for award. Pricing should be submitted as requested and without added conditions.

Prepayment

Unless called for in the solicitation document, offers containing prepayment and/or progress payment requirements will be treated as non-responsive and will not be considered for award.

Partial Payment

The TCS does not issue partial payment against a purchase unless otherwise specified in the applicable solicitation or approved by the CFO and Superintendent.

Supplier Address

All correspondence, including Notices of Award will be sent to the address appearing on the supplier's solicitation response. Suppliers wishing to have payments mailed to an address other than that shown on the response should so indicate. Purchase Order(s) will be faxed to the number specified in the supplier's response.

Certificate of Non-collusion – Signature on Offers

Some proposal documents may contain a certificate of non-collusion which must be signed by an authorized

representative of the bidder/offeror. Such a person shall include his or her title, and if requested, shall supply verification of authority to bind the company in contract. In some instances, this certificate is required by law, and failure to sign and submit it with the bid/proposal will automatically result in its rejection.

Pricing and Discounts

Solicitation documents may request the quotation of the list price less all trade or other special discounts offered. Discount from list quotations may be requested for the supply of certain types of commodities. Instructions concerning this method of pricing will be included in the solicitation document. The addition by the supplier of price escalator clauses, minimum order requirements, late charges, interest charges or other additional pricing terms not included in the terms and conditions of the solicitation document may be cause for rejection.

Discounts

Any discount offered the TCS must be clearly shown in the solicitation response.

- a. Discounts offered may be considered for the purposes of evaluation.
- b. All discounts offered, including prompt payment discounts, will be taken if earned. In the event that TCS is entitled to a discount, the period of computation will commence on the receipt of a correctly completed invoice indicating the discount. If TCS is entitled to a discount under the contract, but the invoice does not reflect the existence of a discount, and TCS pays the invoice, it shall be entitled, upon demand, to credit in the amount of such discount. Payment of invoices owed by TCS shall be made whenever possible within thirty (30) days of the receipt of the goods/services of receipt of a correct invoice, whichever is later, unless otherwise provided for in the solicitation document or resulting contracts.

Taxes

TCS is prohibited from paying or reimbursing a supplier for any taxes that may be lawfully imposed on the supplier.

Specifications

Specifications will vary based upon the type of goods/services procured. They may be detailed design specifications or may describe the functional performance characteristics desired. Detailed specifications may not always accompany a solicitation document. In some instances, reference will be made to certain standard specifications. Such a reference incorporates any such standard specification in the solicitation document and any response must then be in accordance with those specifications. In other cases, reference may be made to one or more brand names. Such reference is not restrictive unless otherwise specified, and is used for descriptive purposes only. Salient characteristics will be listed and equivalent products may be offered if the salient characteristics are met. Unless the supplier clearly indicates in the bid or proposal that he or she is offering equivalent products, such bids or proposals will be considered as offering the brand name products referenced in the solicitation document. Bids or proposals on equivalent products of like quality and performance may be considered provided that the product is clearly equivalent. The supplier should submit catalog excerpts, specifications, or other materials suitable for use in the evaluation of the product offered. Any such materials shall become official records of TCS. TCS will, in its sole and absolute discretion, determine whether a substitute is equivalent to the product(s) specified and may require the bidder/offeror to supply additional descriptive material, samples, or other proof if needed.

Samples

Samples of items, when required by TCS, must be furnished free of charge. Samples furnished will be returned upon request, at the supplier's expense, unless consumed in examination or testing. Such requests and arrangements should be made at the time samples are submitted. Each sample submitted must be clearly labeled, with the supplier's name, manufacturer's brand name and number, and the solicitation number. No samples will be returned until after a contract award has been made. Samples submitted by the successful supplier may, in some instances, be held for comparison with the merchandise furnished, and will not be returned until all of the merchandise ordered pursuant to the contract has been delivered and inspected. Failure on the part of the supplier to submit requested samples within time specified may be cause for rejection of the bid/proposal. Samples not claimed within the time period identified in the solicitation document will become property of TCS.

Corrections

Prior to a proposal submission or bid opening, errors may be stricken and corrections entered provided that the person signing the bid/proposal or their agent initials any such strikeover or addition. Negligence on the part of the preparer confers no right to correct such offers after their opening.

Acceptance Period

Procurement Services generally requires a minimum of thirty (30) working days to evaluate bids/proposals for award. Therefore, those that limit the acceptance period may be rejected.

Response Time

It is the intent of Procurement Services to offer bids and proposals in ample time for proper response. However, any response received after the designated time, as determined by the official date/time stamp in Procurement Services, will be deemed late and will not be considered by the TCS. If bids/proposals are faxed or emailed, the original hard copy of the bid/proposal must be received by Procurement Services the next business day following receipt of the fax/email. The hard copy will serve as the legal document and any changes made on the faxed (faxes must be legible; TCS has the right to disregard illegible faxes) /emailed copy must show on the hard copy. The use of faxed or emailed bid/proposals is discouraged and every effort should be made by the supplier to deliver the hard copy of the bid/proposal prior to the designated date and time. In addition, it is the supplier's responsibility to ensure timely receipt of any addenda, responses to supplier questions, or other communications that may be necessary during the solicitation period. Following receipt of supplier responses to a solicitation, it is the supplier's responsibility to be available via email, phone and/or fax during the review process in the event that clarification or additional information is required. If clarification or additional information is requested, the responsibility rests on the supplier to ensure that TCS receives said information prior to the deadline(s) indicated. In the event clarification or additional information is provided via email or fax, a signed, original hard copy of this information should be submitted to Procurement Services no later than the next business day after the information's due date. The hard copy will serve as the legal document; it must match the fax/email copy.

Rejection of Responses

TCS Procurement Services reserves the right to reject any and all offers submitted in response to any solicitation document, to reject any portion thereof, to accept portions of the offer from several offerors, or to waive any minor irregularity. TCS Procurement Services reserves the right to award a solicitation under the most beneficial economic terms for the TCS.

Re-solicitation

If at any time during the purchasing process it is found that the integrity of the process has been compromised or that a substantial error has occurred, the solicitation may be canceled in the sole and absolute discretion of TCS. In addition, the purchase may be re-solicited if TCS Procurement Services so desires, in its sole and absolute discretion.

Revision or Withdrawal of an Offer

A bid/proposal may be revised or withdrawn by the supplier prior to the opening date and hour. After the bid opening or receipt of proposal, Procurement Services may, in its sole and absolute discretion, permit withdrawal when the best interest of TCS would be served. Generally, withdrawal will only be allowed in cases where there has been an honest mistake not resulting from negligence and the mistake is clearly ascertainable. These decisions will be made by the CFO.

Law

Contracts awarded by Procurement Services are to be interpreted and construed in all respects according to the laws of the State of Georgia. Should any dispute arise as the result of a bid or proposal, the dispute will be settled in accordance with Georgia law.

Resolving Tie Bids/Proposals

A tie bid/proposal exists when two or more suppliers submit the identical manufacturer and model number of a product that meets all specifications, terms, and conditions at identical prices. In case of tie bid/proposal, and subject to compliance with state and federal regulations and guidelines, the award will be made as follows:

- a. Preference to an in-county supplier;
- b. Preference to an in-state supplier;
- c. If applicable, the solicitation will be awarded to the supplier producing the goods made in Georgia.
- d. Preference to the supplier with the lesser total awarded dollar volume.

If these preferences are insufficient for resolution, drawing lots in a public forum will resolve the tie.

Unethical Behavior / Gift Policy

All TCS employees shall procure goods and services and maintain vendor/supplier relationships in an ethical manner. The superintendent provides the expectations listed below with the full knowledge that the good judgment of each employee is essential, and that no list of rules or guidelines can provide direction for all circumstances that arise. Employees who have questions about a potential ethical concern must discuss the situation with their immediate supervisor or the CFO. Employees who violate procurement ethics expectations shall be subject to disciplinary action, up to and including termination.

Expectations of employees involved in the procurement process are as follows.

- No employees will accept any gifts from vendors or suppliers except in the following situations:
 - Meetings/conferences where goods or services are conveyed to all attendees and in the best interest of the district, as determined by the Superintendent or his/her designee;
 - Goods that are divisible among employees or otherwise shared in the office environment.
 - Gifts, per occurrence, that are naturally divisible may be accepted on behalf of the district but must be shared with, made available to, or presented to co-workers and/or the entire department. Examples of such gifts are as follows: flowers, food/gift baskets, art, advertising items, and instructional products.
- Employees may not change the weightings or criteria after receiving bids unless legitimate, new information has been discovered, documented appropriately, and approved by the CFO.
- Employees may not release records that contain cost estimates and/or pending, rejected, or deferred bids or proposals until the final award of the contract is made or the project is terminated or abandoned. If such records are requested and subject to release, this should be done within three business days after receiving the request (not including the day the request is received) under the Georgia Open Records Act.
- If an employee, his/her relative, or a friend owns, manages, or sells for a vendor/supplier, the employee must release themselves from decisions involving that vendor/supplier and should not access related information unavailable to competing vendors/suppliers.
- If an employee has additional employment outside of TCS, it must not conflict with, or appear to conflict with the interest of the district.
- No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest.

TCS seeks to ensure the effective and efficient operation of the school system by doing business exclusively with companies and individuals who are ethical, honest, and responsible. Vendor contracts will be terminated if the vendor, subcontractors, or vendor subsidiaries are involved in unethical behavior with any TCS employee. The Board may exclude any individual or company from contracting for a period of five years, who is debarred pursuant to this policy or who appears on any suspended, excluded or debarment list issued by an agency of the federal, state or local government.

Appendix A: Vendor Registration Form

Turner County Schools will only purchase goods or services from our Approved Vendor list. In order to become a registered vendor, you must complete and submit the vendor registration form, W-9 and the appropriate "Illegal Immigration Reform and Enforcement Act of 2011" form(s).

Complete Vendor Name: _____

Federal Tax ID No.: _____ **Social Security No.:** _____
 (If Company) (If individual)

Business License Number: _____
 (Where Applicable)

Regular Mailing Address:	Remit to Address:

Phone:	Fax:
Email Address:	
Previous Vendor Name(s) and Address:	

Have you ever done business with Turner County under any of the above names?

Circle One

Yes No If Yes, which one(s)?

Primary Business:

Your company is organized as:

Individual
 Partnership
 Corporation
 Other (Specify)

Names and signatures of persons authorized to sign bids and contracts:

Name	Title	Signature

Circle One

Have you ever been bonded? Yes No If yes, name and address of Bonding Company.

Circle One

Have you ever had a bond revoked? Yes No If yes, briefly explain the reason why:

Is any litigation pending against you or your company? Circle One
Yes No
If yes, briefly state the reason why:

Circle One

Is your inventory stocked in the State of Georgia? Yes No
If not, where is it stocked?

Give three current or recent customers/clients for whom similar goods or services have been provided.

Client 1:

Address:

Contact:

Phone:

Client 2:

Address: _____

Contact: _____ Phone: _____

Client 3: _____

Address: _____

Contact: _____ Phone: _____

I, the undersigned, hereby certify that the above information is a complete and true statement of the facts.

Signature of person authorized to sign this application Title Date

You must accept the terms of this agreement in order to register as a vendor with TCS. By submitting the vendor registration forms, you certify and warrant that you are duly authorized, by the vendor to (1) register the vendor; (2) file on behalf of the vendor all of the information requested in this registration process; and (3) enter into this agreement on behalf of the vendor. By submitting this electronic vendor registration, you hereby agree on behalf of the vendor and for the benefit of each agency and public body that:

1. The vendor shall use TCS vendor registration update functionality to update the vendor's registration information whenever necessary to ensure that the registration information remains accurate and up to date at all times.
2. The vendor hereby warrants that the information provided by the vendor through the TCS registration process shall at all times be accurate, complete and up to date. The vendor further warrants that each agency and public body shall be entitled at all times to rely conclusively on the currency, accuracy and completeness of the information the vendor has provided through the TCS registration process as of that date even if different information is or has been available to or received by agency or public body personnel through means other than the TCS registration process.
3. I agree that (a) I am a U.S. person (including a U.S. resident alien) or a representative of a U.S. entity; and (b) the number shown on this form is the correct taxpayer identification number for my/our organization. This agreement shall remain in effect for as long as the vendor is registered as a TCS vendor. ALL RIGHTS RESERVED TO CANCEL THE VENDOR'S REGISTRATION AT ANY TIME. In the event the vendor's registration is cancelled, the vendor shall remain bound to this agreement in regard to completion of any contract, purchase order or other electronic procurement transaction that was made or administered in whole or in part using TCS.

Signature of authorized company representative; Date Printed Name

Company Name

Appendix B: Exception Form for Quotes

Purchases in the amount of \$1,500 or over require the use of independent quotes from three individual vendors. Exceptions from this can only be from approved use of the exception list and must be signed off by the CFO. The Exception Form from Quotes must be submitted with requisitions for approval.

All parts are required for approval. Any missing parts will result in a rejection to the requester for completion.

Date: _____ Purchase Order No. _____

Person and Department requesting exception _____

Reason for exception: (Check one)

- c. Sole soure purchases when only one soure is available.(Justification Required – See below)
- c. Single soure purchases defined as those purchases of goods or services that, for a justifiable reason such

as compatibility or standardization, are obtained from one source among others in a competitive marketplace.

- c. Academic Prerogative - Academic Prerogative can be cited when contracted services or academic materials, such as books, posters, displays, games or art materials are needed for compatibility/continuity with existing curriculum programs or to meet state/federal requirements
- c. Emergency deemed necessary by Superintendent Only (Justification required; See below)

Signature of Superintendent Required: _____

Justification:

Approved by: Chief Financial Officer

____/____/____
Date
