



Roma ISD

Purchasing Procedures and Guidelines & Code of Ethics

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I. RESPONSIBILITY FOR PURCHASING

The main focus of Purchasing Department is to facilitate the acquisition of goods and services in order to meet the needs of schools and departments, while following federal, state and local requirements. Efforts are made to educate staff members primarily responsible for purchasing so they can make most purchases directly from vendors.

II. LEGAL REQUIREMENTS

A. Contracts

1. Except contracts for the purchase of produce or vehicle fuel, all District contracts for goods and non-professional services valued at \$50,000 or more in the aggregate, for each 12- month period, are made by the procurement method that provides the vest value to the District in accordance with TEC 44.031(a). For construction projects, the Board of Trustees will determine the appropriate procurement method to receive competitive prices from competing vendors. For purchases of goods between \$10,000 and \$50,000 in the aggregate, for a 12-month period, the Purchasing Department will rely on quotes taken from several vendors prior to awarding the contract. For the 2022-2023 fiscal year the District self-certified the micro-purchase threshold of up to \$49,999. A quote log will be maintained to track micro-purchases by commodity codes. Written (faxed, emailed or internet) quotes may be used. For purchases of goods less than \$10,000 in the aggregate, for a 12-month period, the Purchasing Department requires a quote from the vendor prior to awarding a contract.
2. Exceptions
 - a. Professional Services - architect, physician, certified public accountant, attorney, surveyor, engineer, or state certified real estate appraiser(T 44.031f), and certified public accountant, architect, landscape architect, land surveyor, physician, including a surgeon, optometrist, professional engineer, state certified or state licensed real estate appraiser, registered nurse, interior designer. (TGC 2254)
 - b. Sole Source Goods - items covered by a patent, copyright, or monopoly; films, books, manuscripts; utility services; and captive replacement or component parts for equipment repair. TEC 44.031j. Or, the item is available only from a single source, and/or after solicitation of a number of sources, competition is determined inadequate. 2 CFR Part 200.320
 - c. Repair or replacement of school equipment that has been damaged or destroyed with the approval of the Board of Trustees. TEC 44.031h. Or, a public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation. 2 CFR Part 200.320
 - d. The Federal awarding agency or pass-through entity expressly

- authorizes noncompetitive proposals in response to a written request from the non-Federal entity. 2 CFR Part 200.320
- e. The Superintendent or designee may determine, on a case-by-case basis, all other qualified professional services as allowed by law. CH(Local)
 - f. Renewals of software licenses or support and maintenance shall be evidenced by either renewal terms in the original agreement, or by issuance of a bid tabulation or sole source justification. Both the bid tabulation and sole source justification documents shall remain valid for two additional years, at which time new documents must be submitted to justify any future renewals.

B. Contracting Dollar Ranges

- 1. Contracts for all goods and services with an annual aggregate value above \$50,000. A quote log will be maintained to track small purchases by commodity codes.
 - a. Exceptions:
 - 1. Mainframes and peripheral attachments with a single purchase value above \$15,000, TEC 44.031k
 - 2. School buses with contract value above \$20,000 TEC 44.031 l
 - b. These contracts must be preceded by one of the following competitive pricing mechanisms:
 - 1. Competitive bids for services other than construction services
 - 2. Competitive sealed proposals for services other than construction services
 - 3. Requests for proposals for services other than construction services
 - 4. Interlocal contracts
 - 5. A method provided by Chapter 2269, Government Code, for construction services
 - 6. Reverse auction procedure. TEC 44.031
 - 7. The formation of a political subdivision corporation under Section 304.001, Local Government Code. The Board of Trustees must pass a resolution to accept the by-laws of the corporation.
 - c. Notice is required for bids and requests for proposal:
 - 1. To be published once a week for at least two weeks prior to the deadline for receiving responses.
 - 2. In a newspaper for the county in which the school district's central office is located. TEC 44.031g
 - d. If, at the point of receiving the Solicitation Request Form from the internal customer, it is determined the total amount of the contract will be over \$250,000, and will have the potential to utilize federal funds for payment, an independent price estimate must be established prior to the solicitation. Once bid responses are received, a subsequent price analysis should be done to

verify reasonableness of the vendor's pricing. If the purchase is a sole source, a cost analysis must be performed to verify all components of the purchase, including vendor profit, are reasonable. 2 CFR 200.324

- e. If emergency purchases are deemed necessary through a declaration by the Board of Trustees, purchasing requirements in TEC 44.031 are suspended in order to expedite necessary repairs to protect property and life. Once emergency product/services are provided, the requirements of TEC 44.031 shall go back into effect.
- f. In order to comply with FEMA reimbursement requirements, only those services necessary to meet the urgent need are allowable in lieu of allowing full and open competition.
 - 1. A cost / price analysis must be performed for any anticipated purchases over \$250,000
 - 2. Affirmative steps must be taken in order to seek FEMA reimbursement of purchases.
 - 3. Awarding a time-and-materials contract must have a ceiling price and documentation must state why no other contract type was suitable.
 - 4. No cost-plus-percentage-of-cost or percentage-of-construction-cost contracts are allowed.

C. Factors That Impact the Decision to Award Contracts

- 1. Costs
 - a. Purchase price
 - b. Long term costs (service, supplies, maintenance, etc.)
- 1. Product or services
 - a. Quality
 - b. Extent to which the good or service meets District needs
- 3. Vendor
 - a. Reputation
 - b. Safety record LGC 271.0275
 - c. Past relationship with the district
 - d. Historically Under Utilized Business (HUB) status
 - e. The principal place of business, except for telecommunications or information services
- 4. Any other relevant factor TEC 44.031b
- 5. **Supplier Diversity** – In accordance with 2 CFR 200.321, the Purchasing Department will use its best efforts to encourage Historically Underutilized Businesses (HUBs) to participate in current and future formal solicitations of all goods and services by posting each solicitation on the State of Texas Comptroller's Electronic State Business Daily (ESBD) web site, where all

vendors on the Centralized Master Bidders List (CMBL) are invited to participate.

a. ***Definitions.***

1. *"Small Business"* is defined as a business entity which is independently owned and operated, and which is not dominant in its field of operation. The business employs less than 50 employees and/or less than \$3 million in annual business volume from this local operation.
2. *"Minority Business"* is a business entity which is at least 51% owned by one or more minority individual(s) or, in the case of any publicly owned business, at least 51% of the stock is owned by one or more of the minority individual(s) and whose management and daily business operations are controlled by one or more of the minority individual(s) who own it. Minority individuals means residents of the United States who are members of one of the following groups:
 - a. African Americans;
 - b. Hispanics;
 - c. American Indians;
 - d. Asian Americans;
 - e. Alaska Natives;
 - f. Pacific Islanders; and
 - g. Other individuals found to be economically and socially disadvantaged by the Small Business Administration under section 8(a) of the Small Business Act.
3. *"Woman Business Enterprise"* means a business entity which follows the same guidelines as a Minority Business Enterprise but which is owned by a woman,

D. Enforcement

1. District staff members commit a criminal offense if they make or authorize separate, sequential, or component purchases to avoid using competitive pricing mechanisms when required. TEC 44.032b
2. District staff members commit a criminal offense if they fail to use competitive pricing mechanisms when required or award contracts for reasons other than those cited. TEC 44.032c

E. Personal Property and Services Notes

1. Bid and proposal openings shall be at public meetings of the Board of Trustees or by an officer of the District in a District office. LGC 271.026a

2. A bidder may withdraw a bid due to a material mistake in the bid.
LGC 271.026b
3. Bids may not be changed for the purpose of correcting errors after they have been opened. LGC 271.026a
4. The Board of Trustees has the right to reject any and all bids. LGC 271.027a
5. Contract Length
 - a. Contracts obligate current District revenue only for the year in which they are awarded.
 - b. Multi-year agreements are permissible if they contain:
 1. The right of the Board to terminate the contract at the end of each budget, or
 2. An appropriate funding-out clause to allow termination should funds become unavailable to pay for the contract.
LGC 271.903
6. Payment
 - a. Payment for goods and services received and invoiced is due thirty-one days after the completion of the contract or receipt of the invoice.
7. Tie Bids
 - a. If the District receives two or more low bids that are identical, the selection of the winner shall be by committee votes, or
 - b. If only one of the bidders submitting identical bids is a resident of the District, that vendor will receive the award. LGC 271.901
8. Non-resident bidders must underbid resident bidders by not less than an amount (percentage) by which a resident vendor would be required to underbid in the non-resident bidder's state (reciprocity).
TGC 2252.001; 2252.002
9. Single proprietorships and partnerships where an owner or operator of the business has been convicted of a felony cannot contract with a school district. TEC 22.083b
10. School district purchasing procedures and specifications must not discriminate against products made from recycled materials. H&SC 361.426
11. Inter-local Agreements between school districts, other local governments, and state agencies for the purchase of goods and services satisfies the requirement that contracts be preceded by a competitive pricing mechanism. GC 791.025 b, c

12. Purchases from Texas Education Service Centers (ESC) over \$10,000, without receiving competitive quotes (or formal solicitations if over \$50,000) must be accompanied by an authorized memo from TEA stating that noncompetitive procurement is allowed for the purchase. 2 CFR 200.320(f)(3)
13. The comptroller of the State of Texas may provide and the District may use state contract prices and vendors to satisfy the requirement that contracts be preceded by a competitive pricing mechanism. LGC 271.082
14. Purchasing Cooperatives
 - a. Cooperatives may be established by school districts, regional education service centers, county departments of education, and other local governments to pool goods and services needs in order to obtain optimal pricing.
 - b. The Board of Trustees must approve a contract with the governmental unit operating the cooperative designating a person to act for the District in all matters pertaining to the cooperative.
 - c. The governmental unit operating the cooperative may collect fees from the participating districts or governments to cover the cost of operating the cooperative. LGC 271.102
 - d. When utilizing a cooperative for federally funded purchases, the District must receive annual written acknowledgement from the cooperative that they are following the new EDGAR requirements when sourcing and awarding to vendors. TEA requirement for 2 CFR Part 200.318
15. Child Nutrition purchases for personal property exceeding \$50,000 must utilize a bid, proposal, state or federal contract, cooperative purchasing agreement, or inter-local purchasing arrangement due to federal school lunch program requirements. (Federal law sets \$250,000 as the minimum, but requires meeting state statutes.) ARM 17
16. The Board of Trustees may not purchase milk or milk products imported from outside the United States. H&SC 435.021
17. The Board of Trustees may not purchase beef and beef products imported from outside the United States. AC 150.012

F. Construction

1. The school district must employ an architect to prepare plans and specifications for:
 - a. New construction where costs exceed \$100,000.
2. Procedure for acquiring professional services:
 - a. Select the most highly qualified provider on the basis of

- competence and qualifications.
 - b. Attempt to negotiate a contract with the best provider at a fair and reasonable price.
 - c. If a contract cannot be negotiated, consider the next best provider and attempt to negotiate a contract. TGC 2254.004
- 3. Payment and Performance Bonds
 - a. For construction projects in excess of \$100,000, the District shall require a performance bond in the amount of the contract. TGC 2253.021 b
 - b. For construction contracts in excess of \$25,000, the District may require a payment bond in the amount of the contract solely to protect vendors and subcontractors supplying labor or materials. TGC 2253.021 c
 - c. If the District does not obtain bond coverage it has the same liability as a surety. TGC 2253.027
 - d. Neither a payment or performance bond is required for design services in design-build contracts. TGC 2269.311 a
- 4. School districts must pay the prevailing wage to all workers on public works contracts
 - a. The Board of Trustees is responsible for establishing wage rates by:
 - 1. Conducting a survey of local wage rates or
 - 2. Using data from the federal Department of Labor.
 - b. Contractors and subcontractors must also pay this rate.
 - c. Complaints from laborers shall be received by the Board and acted on within 30 days.
 - d. If violations have occurred the Board may assess the contractor penalties to reimburse affected workers. TGC 2258.001, 022, .022, .023, .051, .052d, .056
- 5. The District must include a requirement for all contractors to provide all workers providing services to construction project appropriate workers' compensation coverage. 28 TAC 110.110 (a) (7)(8), (c)

G. Construction Bids & Requests for Proposals

- 1. The Board of Trustees considering a construction contract, must first determine which competitive procurement method will be used in awarding the project. TGC 2269
- 2. In publishing the requests for bids or proposals, the District will note in the request document the criteria and weights that will be used to evaluate the offers received. TGC 2269.056 (b)
- 3. The evaluation for the selection for a construction services contract must be documented and made public by the seventh day after the contract is awarded. TGC 2269.056(c), .105

4. Competitive Bids for Contractors
 - a. The District may use competitive bids to select a contractor for construction and renovation projects.
 - b. Procedures for bidding shall meet the requirements previously presented. TGC 2269

5. Competitive Sealed Proposals for Contractors
 - a. The District may use a request for proposals to select a contractor for construction and renovation projects.
 - b. Proposals for construction services are characterized as sealed proposals and may not be reviewed by other parties in the proposal process. TGC 2269
 - c. The District may discuss each vendor's proposal with that vendor to clarify the original proposal.
 - d. Procedures:
 1. Architect or engineer prepares construction documents.
 2. The District will contract independently for engineering, inspection, testing, and verification services.
 3. The District will prepare the request for competitive sealed proposal that includes construction documents, selection criteria with weights, estimated budget, project scope, and schedules.
 4. Advertising of proposals shall meet requirements previously noted.
 5. Proposals shall be opened and read aloud providing the names of the offerors and any monetary proposals made by the offerors.
 6. Proposals must be evaluated and ranked within 45 days of opening.
 7. Negotiations begin with the vendor making the best offer and if not successful, be ended in writing before proceeding to the next vendor.
 8. Selection of a contractor shall be based on the best value for the District. TGC 2269.055

6. Proposals for a Construction Manager-Agent
 - a. The District may contract a consultant or construction manager/agent to oversee construction and renovation projects.
 - b. Procedures:
 1. Architect or engineer prepares construction documents.
 2. The District selects the most highly qualified manager/agent on the basis of competence and qualifications.
 3. Attempt to negotiate a contract with the best manager/agent at a fair and reasonable price.
 4. If a contract cannot be negotiated, move to the next best

- manager/agent and attempt to negotiate a contract.
5. Once the agent is selected, the District shall then procure a general contractor, trade contractors, and sub-contractors through the use of bids or requests for proposal.
6. The District or manager/agent will procure all independent engineering, inspection, testing, and verification services. TGC 2269
7. Proposals for a Construction Manager-At-Risk
 - a. The District may contract a manager-at-risk to oversee construction and renovation projects.
 - b. Proposals for a manager-at-risk contract are characterized as sealed proposals and may not be reviewed by other parties in the proposal process. TEC 44.038
 - c. Procedures:
 1. Architect or engineer prepares construction documents.
 2. The District will contract independently for engineering, inspection, testing, and verification services.
 3. The District will prepare a request for proposal that includes general information on the project site, project scope, budget, special systems and selection criteria with weights.
 4. The request for proposal may request the manager's proposed fee and other costs in a one-step process or separately if a two-step qualification process is used.
 5. All proposals must be opened with the names of offerors read aloud and the proposed fees and prices read at the appropriate step. The proposals are then evaluated and ranked within 45 days of opening.
 6. Attempt to negotiate a contract with the best manager at a fair and reasonable price.
 7. If a contract cannot be negotiated, the District must end negotiations in writing and then consider the next best manager and attempt to negotiate a contract.
 8. The selected manager shall then procure trade contractors and sub-contractors through the use of bids or requests for proposal.
 9. The selected manager may submit his own bid or proposal for portions of the project.
 10. The manager and a District representative will open all trade contractor and sub-contractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process.
 11. All bids and proposals shall be made public within seven days after the final selection is made.
 12. If the manager recommends a bid or proposal and the District requires the use of another trade or sub-contractor, the District must compensate the manager for

any additional cost incurred by the manager as a result of the District's action. TGC 2269

8. Proposals for Design Build Contracts
 - a. The District may use a design-build contract to select a contractor for both design and construction services for the construction, rehabilitation, alteration, or repair of a facility. TGC 2269.301
 - b. Proposals for a design-build contract are characterized as sealed proposals and may not be reviewed by other parties in the proposal process.
 - c. Procedures:
 1. Architect or engineer prepares construction documents.
 2. The District will contract independently for engineering, inspection, testing, and verification services.
 3. The District will prepare an RFP that includes general information on the project site, project scope, budget, special systems, selection criteria and the weighted value for each criterion.
 4. Advertising and opening of proposals shall meet requirements previously noted.
 5. Evaluation of proposals shall be in two steps:
 - a. Rate the companies proposing based on experience and qualifications where cost-related or price-related evaluation factors are not permitted. A maximum of five respondents shall submit proposals that contain additional information and, if desired, to interview for final selection.
 - b. Finalists shall be required to provide additional information based on predetermined selection criteria and the results of any interviews.
 6. Select a firm and have project specifications developed.
 7. The design-build firm will supply the District with a set of signed and sealed construction plans at the end of construction. TGC 2269.310
9. Job Order Contracts
 - a. The District may award job order contracts for maintenance, repair, alteration, renovation, remediation, or minor construction of a facility when the work is of a recurring nature but the delivery times, type, and quantities of work required are indefinite. TGC 2269.401
 1. Proposals for a job order contracts are characterized as sealed proposals
 2. Advertising and opening of proposals shall meet requirements previously noted.
 3. Proposals must be evaluated and ranked within 45 days of opening. TGC 2269.405

- b. The District selects the manager that offers the best value to the District based on selection criteria in the request for proposal.
- c. Advertising and opening of proposals shall meet requirements previously noted.
- d. The District may award job order contracts to one or more vendors. Job order contracts may not exceed two years. The contract may also be renewed for not more than three additional years.
- e. The job order for a specific project must be signed by a District representative and the contractor.
- f. Indicated costs may be a fixed price, a negotiated lump sum, or unit based on estimated quantities. TGC2269.410

H. Lease Purchase of Real Property

- 1. The Board of Trustees may approve a contract for the lease purchase of buildings and other renovations provided:
 - a. The public is given 60 days printed notice.
 - b. If five percent of the registered voters approve a petition for a referendum on the proposed contract the matter must then be approved by a majority of District voters at a referendum.
 - c. The contract is submitted to the Attorney General for approval. LGC 271.004

I. Construction Notes

- 1. Americans With Disabilities Act standards will be applied to all new construction and renovations. 28 CFR 35.151; 34 CFR 104.23 (Federal)
- 2. Playground equipment and surfacing purchased after September 1, 2009 must comply with the provisions in the *Handbook for Public Playground Safety*. H&SC 756.061

J. Law Code Abbreviations

TEC – Texas Education Code
 TGC – Texas Government Code
 LGC - Local Government Code
 H&SC - Health and Safety Code
 AC - Agriculture Code
 TAC – Texas Administrative Code
 PC - Penal Code

III. STANDARDS OF CONDUCT

A. Ethics

- 1. The District subscribes to the "Code of Ethics and Standard Practices for Texas Educators," (Board Policy, DH-Exhibit) which establishes proper conduct for District staff members. Principle I, Professional Ethical Conduct, clearly applies to those individuals engaged in the purchasing process. This principle includes the

following standards:

- a. The educator shall not knowingly misappropriate, divert, or use monies, personnel, property, or equipment committed to his or her charge for personal gain or advantage.
 - b. The educator shall not submit fraudulent requests for reimbursement, expenses, or pay.
 - c. The educator shall neither accept nor offer gratuities, gifts, or favors that impair professional judgment or to obtain special advantage.
2. Purchasing staff shall also comply with the Code of Ethics of Texas Association of School Business Officials (TASBO) as stated on their web link: (see attached file)

<https://www.tasbo.org/about-tasbo/about-us/code-of-ethics>

3. All District staff members are public servants and therefore subject to Title VIII of the Penal code, regarding offenses against public administration, including bribery and corrupt influence (Chapter 36), perjury and other falsification (Chapter 37), obstructing governmental operation (Chapter 38), and abuse of office (Chapter 39). All District staff members shall perform their duties in conformity with District policy, ethical standards for professional educators, and state and federal law.

B. Conflict of Interest

School district employees are limited in the types of employment in which they may be involved outside of normal school activities.

1. No staff member shall accept employment or engage in any business or professional activity that the staff member might reasonably expect would require or induce the disclosure of confidential information acquired by reason of official position.
2. No staff member shall have any personal financial or other business interest or obligation that in any way creates a substantial conflict with the proper discharge of duties while employed by the District. Such substantial conflicts include, but are not limited to, taking time away from the position with the District for the business interest or obligation, or use of the position with the District and/or facilities of the District to advance the cause of the business interest or obligation. The Superintendent, or his or her designee, shall ascertain whether outside employment might interfere with any employee's ability to carry out his or her regular assignment and render a decision concerning the request. (Board Policy, DBD Local)
3. No employee, officer, or agent may participate in the selection,

award, or administration of a contract supported by a Federal award of he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. 2 CFR 200.318(c)(1)

C. Gifts

1. An employee shall not accept any gift, favor, service, or other benefit from any source that might be presumed to be seeking a business relationship with the District or that transacts business on an intermittent, regular, or continuing basis with the District. This prohibition shall not extend to an occasional business lunch, dinner, reception, or charitable event for which the host is a sponsor, or acceptance of an item of minimal value (i.e., \$50 or less) offered to attendees, generally at a conference, workshop, or reception. Policy DBD (Local)
2. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. 2 CFR 200.318(c)(1)

IV. [CONTRACTS](#)

A. Contracts/Common Law

1. A District Purchase Order is an offer. A contract is created between the District and the vendor only when the vendor accepts the terms of the Purchase Order by causing the goods or services requested on the order to be delivered. In other words, the District's offer (Purchase Order) is a presentation to the vendor of what the District wants from the vendor and under what conditions (terms). Purchase Orders provide a uniform way for the District to make offers to vendors with all terms in writing. This is why it is critical to the purchasing process that the school or departments receiving the goods or services immediately compare the delivery of same with the Purchase Order. If the vendor has altered the terms of the Purchase Order to the point where the recipient is dissatisfied, then a possible breach of the contract has occurred. In such a situation, Purchasing should be notified at once.
2. In the case of bids and request for proposals (all types), a different

set of circumstances exists. Here, the offer is the vendor's bid or proposal. This is the vendor's offer to the District of what the vendor will sell the District and under what terms. The acceptance of an offer occurs when the Board of Trustees awards a bid or selects a proposal. (Note: the vendor may withdraw his offer [bid/proposal] at any time up until the offer is accepted [award made] by the Board.) The Purchase Order then becomes a payment instrument instead of a contract, since the contract already exists between the parties.

3. A contract is created between the District and the vendor after the bid is accepted by the Board and a contract is signed by a District signatory. A Purchase Order for the goods or services may be withheld or amounts substantially reduced by the Purchasing Agent if the needs of the District change and the materials or services are no longer needed even though the Board has accepted the offer.

B. Contract Signatories

1. Contracts may be signed only by the following:
 - a. The Board President may sign any authorized contract on behalf of the Board.
 - b. The Superintendent or designee may sign any authorized contract on behalf of the Board.
 - c. The Superintendent's designee may sign any authorized contract in the absence of the Superintendent.
 - d. All contracts for the purchase of goods and services above \$50,000 shall require Board approval.
 - e. The Superintendent or designee is authorized to sign all contracts for the purchase of goods or services below \$50,000.
 - f. All construction contracts and change orders above \$15,000 shall be signed by the Board President and the Superintendent.
 - g. The Superintendent or designee may sign all construction contracts and change orders below \$15,000.
 - h. Principals and other administrators shall have authority over budget expenditures but may not execute contracts related to those expenditures. (Board Policy, CH Local)

C. Lease Rental Contracts

Any contracts for rental, lease, lease purchase, or any other provisions that will extend past the fiscal year will have cancellation provisions regarding appropriation of funds and must be renewed by the issuance of a new Purchase Order for each fiscal year. (Attorney General of Texas Opinion No. M-950 dated September 14, 1971.)

D. Services Contracts

1. Services contracts are issued for any service being provided to the district where the vendor will be on district property for more than one day, will not be escorted by a staff member at all times, and will have the opportunity to be in direct contract with students. The Services Contract Packet contains three sections requiring information from both parties involved in the engagement.
 - a. Section A contains the internal routing document and conflict of interest documents.
 - b. Section B is the actual services contract between the parties
 - c. Section C is the vendor information packet and contains information regarding new vendor set up, conflict of interest, and background check/fingerprinting requirements.
2. The District may use other types of contract documents, originating with either the vendor or the District. (e.g.- Memorandum of Understanding (MOU), off-site services, license agreements, staff professional services, etc.)

V. PURCHASE ORDERS

A. Purchase Requisitions

1. The purpose of the Purchase Requisition is to give staff members a method to request goods or services.
2. Purchase requests are primarily created electronically and approved by the Principal or Director who has evaluated the need for the goods or services. If, in the opinion of the Principal or Director, the items or work are not needed or if budgeted funds are insufficient to cover the request, the Purchase request is to be returned to the originator with the reason why the request is denied.
3. If the request is approved, the purchase requisition must meet the the following criteria:
 - a. The budget coding is verified as to correctness and available funds.
 - b. All items or services are priced by receiving a quote from the vendor and electronically attaching the quote to the purchase requisition.
 - c. All purchase requisitions utilizing a co-operative contract or District contract must have the contract number referenced on the requisition.
 - d. All items or services are identified by a quantity.
 - e. A ship- to address (school or department organization number) is noted.
 - f. A shipping method of handling the purchase order has been selected.

- g. All items are fully described with brand and model numbers, if available.
 - h. Shipping costs are added to all orders.
 - i. A required by date is provided.
4. Requests for goods or services totaling \$10,000 to \$50,000 require quotations from at least three vendors or a sole source justification (goods only) before they will be processed. Two quotations may be accepted with the approval of either the Finance Director or Federal Programs Director. The quotes and Informal Bid Tabulation form or the Sole Source Justification form and Sole Source vendor affidavit must be submitted. Sole source (noncompetitive) purchases utilizing federal funds are only allowed when one of the following circumstances applies:
 - a. The item is available only from a single source;
 - b. the public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 - c. The Federal awarding agency or pass-through entity (TEA) expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
 - d. After solicitation from a number of sources, competition is determined inadequate. 2 CFR 200.320(f)
 5. Requests for goods or services totaling over \$50,000 in the aggregate during the fiscal year must be supported by a formal solicitation or other approved method, including but not limited to, an interlocal agreement or cooperative agreement, before purchases can be made.
 6. Orders must not be deliberately split to avoid the necessity for quotes or competitive bids.
 7. Approval Authority - All Purchase Requisitions must be approved by the designated Director or School Principal before being electronically sent to Purchasing. In the event a Director or Principal is absent, he or she may designate approval authority to another person(s). The budget authority granted to a Principal, or Director in no way authorizes them to execute contracts or make purchases in the name of the District. (Policy CH Local)
 8. Method of approval of requisitions may be at the Director or School Principal's discretion at the campus/department level with some physical evidence of approval kept at that facility.

B. Purchase Orders

No purchases are authorized without issuance of a Purchase Order, and payment will not be made for requests for purchases not authorized by a Purchase Order.

Anyone creating or authorizing such a commitment prior to securing a Purchase Order may be held 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.

1. Regular Purchase Orders are issued by the Purchasing Department based on information submitted on the Purchase Requisition. The Purchase Order is computer-generated with budgeted funds being encumbered at the same time.
2. A Purchase Order is not a contract, but an offer to purchase goods or services. The Purchase Order becomes a contract once the vendor takes action to fulfill the Purchase Order.
3. No goods or services are to be ordered or repairs made without a Purchase Order (P.O.) number having been issued prior to placing the order with the vendor. The individual placing an order without a P.O. number may be responsible for payment of the invoice.
4. Purchase Orders are not to be modified with the vendor or by schools or departments directly. If it becomes necessary to change the terms of a Purchase Order, the school or department must first advise the Purchasing Department. Once agreement to any price increases or modification of terms is reached, the Purchasing Department has the responsibility to adjust the encumbrance on the Purchase Order and notify all involved parties of the changes.
5. When merchandise received is purchased from the 6600 (capital outlay) budget, or is an item to be added to the Site Based Information Management System, the person receiving the merchandise must record the manufacturer name, model number, and serial number of the item in the Fixed Assets System.
6. Once a Purchase Order is issued, the same P. O. number cannot be used for reorders. Where merchandise has been returned or damaged and a reorder of replacement merchandise is desired, a new Purchase Requisition must be submitted.
7. In the event it is necessary to cancel a Purchase Order, the secretary/bookkeeper must advise the Purchasing Department in writing. The Purchasing Department will liquidate the encumbrance. The department/campus placing the order should notify the vendor or specifically request that the requester send a revised copy to the vendor.

C. Blanket or Standing Purchase Orders

1. Blanket Purchase Orders or Standing Purchase Orders and/or open accounts are established with vendors by the Purchasing

Department at the request of the end user. Requisitions issued against the Blanket or Standing Purchase Orders must comply with the Procurement requirements outlined in these Roma ISD Purchasing Guidelines. Blanket Purchase Orders or Standing Purchase Orders not issued in this manner are considered to cover a one-time single purchase per each Purchase Order number assigned.

2. If, by issuing a Blanket or Standing Purchase Order, or if for any other reason, you receive an original invoice it should be forwarded to Accounts Payable with the Purchase Order number written in the appropriate field or at the top of the invoice.

D. Direct Pay Purchase Orders

1. Direct Pays are entered in the computer in the same manner as a requisition. All invoices, receipts, or registration forms should be sent to Accounts Payable. The following transactions would be eligible transactions for Direct Pay which are the result of payment by a staff member directly to a vendor:
 - a. payments for doctors' services rendered;

E. Activity Fund

1. Purchase Orders must be issued for purchases to be paid out of school activity funds or by the where a District Purchase Order is required by the vendor. This will enable the school to obtain more advantageous terms from the vendor, or is required by other policy, i.e., playground equipment.
2. The following procedure is to be used for this type of purchase:
 - a. Create an electronic Purchase Requisition coded to the appropriate school budget to Purchasing Department. A Purchase Order will be issued to the vendor with the same budget account codes noted.
 - b. All conditions for submitting a valid Purchase Requisition applies as usual, i.e., purchases over \$10,000 must be supported by quotes, bid tabulation, contract, etc.

F. Prepaid Purchase Orders

1. Purchasing Department will issue Purchase Orders on a prepay basis where the vendor requires payment at the time the order is placed. However, the final decision whether to prepay the Purchase Order or request billing from the vendor rests with the Finance Director.

2. To request that a Purchase Order be prepaid, the department/school must enter a Purchase Requisition in the usual. It is essential that the correct purchase amount and exact shipping costs be listed so that an accurate remittance check can be issued.
3. If any forms must accompany the Purchase Order and payment to the vendor include attachments in the requisition.
4. Purchasing Department will issue a Purchase Order number. Accounts Payable will process a remittance check on the next check run and mail the check to the vendor.
5. Any problems with defective or damaged merchandise, etc., are handled the same way as any other Purchase Orders.

VI. INTERNAL PROCEDURES

A. Specifications

1. Preparation of specifications shall be the responsibility of the requesting school or department. The responsibility of Purchasing Department is to review the specifications to ascertain whether competitive bids/proposals can be obtained, assure that Board policies and state laws are followed regarding the purchase and to facilitate the acquisition.
2. Specifications must contain adequate technical descriptions to clearly identify for prospective bidders the type of material, equipment, or services required. In addition to the detailed specifications, brand names, model numbers, and like descriptions may be referred to as product meeting specifications to inform prospective bidders of the type of quality required. Descriptions must include quantitative data such as size, weight, or volume and qualitative data such as commercial grade, texture, finish, strength, chemical analysis, or composition where possible.
3. All bids will carry descriptive specifications when possible
4. All specifications listed in a solicitation shall be directly associated with a measurable item on a score card, which shall comply, at a minimum, with the evaluation criteria stated in TEC 44.031.

B. Vendor Bid List

1. Purchasing Department maintains a computerized bid list (ionwave). The list is based on categories derived from goods or services for which the District has taken bids or intends to take bids. A vendor may be placed on the bid list by accessing the District's web site and registering as a vendor on the Purchasing Department web page risd.ionwave.net :

2. Vendors are auto-notified via email when a bid matching their commodity code is posted in our ionwave application.
3. A vendor may be removed from the bid list by failing to respond to three consecutive bids, failing to update addresses and telephone numbers, withdrawing a bid, failing to honor a bid, failing to honor contracts or warranties, or making false or misleading statements (written or oral) during any business negotiation with the District. Once removed, a vendor will not be reinstated on the bid list until he can demonstrate that any past problems have been corrected and his organization can meet all bidding requirements.

C. Expediting Orders

1. When a Purchase Order remains open and unpaid for at least thirty days after the required delivery date specified, the school or department involved is expected to take action with the vendor to obtain delivery. Purchasing Department can sometimes assist in dealing with vendors where there are delivery problems, particularly involving merchandise purchased on bids. However, Purchasing Department usually does not have firsthand knowledge of whether the merchandise ordered has been received and/or billed. Every effort needs to be made on the part of all schools and departments to do their part in promptly closing out Purchase Orders once merchandise is received or it is determined that, for some reason, the Purchase Order should be canceled.
2. To assist in the prompt close-out of completed orders and to resolve problems with outstanding Purchase Orders over ninety days old, The Purchasing team will collaborate with the Accounts Payable Department to investigate:
 - a. Any invoice received which does not reflect a Purchase Order number, or which reflects an incorrect one, or for which there is no matching Purchase Order in the outstanding file or invoiced items do not match the Purchase Order.
 - b. Purchase Orders and all related backup paperwork after Accounts Payable has sent two requests for invoice without response.
 - c. Purchase Orders with problems which require communication with vendors to resolve.

D. Receiving

1. Generally, orders from most vendors are shipped F.O.B. destination, i.e., the title is transferred to the buyer when the delivery company delivers the good to our docks. However, it is still the school's or department's responsibility to file a claim when damage is discovered. This saves time and establishes better

communication between the holder of the goods and the vendor.

2. Freight damage should be handled in the following manner:
 - a. Freight damage is to be noted on the driver's receipt before he leaves.
 - b. A department or school cannot reject a shipment unless it is "worthless" (cannot be repaired). Have the driver call their dispatcher and confirm the damage in writing, and determine if acceptance will damage your building (ex. leaking paint).
 - c. If the driver refuses inspection of any carton, be sure to note any sign of external damage on the delivery receipt.
 - d. **DO NOT** speculate as to cause of damage. Report only visible damage.
 - e. If concealed damage is discovered, the school or department has seven (7) days from the day of delivery to call the carrier and report the damage; otherwise the Principal or Department Head may become responsible without recourse.
 - f. Confirm your call to the carrier in writing, getting contact name, number, and email for follow-up.
 - g. Keep the damaged goods and all packing materials in a safe place until the carrier makes an inspection (mark the P.O.# on carton).
 - h. Request a copy of all inspection reports.
 - i. If the carrier does not inspect within thirty days, make your own detailed inspection report with pictures.
 - j. Once inspection has been made, the carrier will usually propose a settlement. If this is unacceptable or you do not hear from the carrier, contact Purchasing Department for further assistance.
 - k. If a partial delivery is damaged, the vendor should be contacted to determine if they will require a full return of the shipment or a partial return. Regardless, only the items that will be kept should be received.
3. Staff members must not accept deliveries without inspection. **Writing "subject to inspection" on the receipt will not protect the school or department.** The carrier's inspection must be made at the delivery site.
4. **Manufacturer defects** in merchandise should be reported in writing to Purchasing Department by the Principal or Department Head as soon as possible after receiving. This merchandise is not to be used until the Principal or Department Head has been notified by Purchasing Department as to its disposition.
5. If a partial shipment of merchandise is received and accepted,

notify the Accounts Payable Department in the following manner:

- a. Indicate which items were received and date received.
 - b. The Purchase Order will remain open until all merchandise has been received.
6. Once the Purchase Order has been paid in full, no changes may be made.

E. Equipment Warranty, Maintenance, and Repair

For repair of equipment which has been received and paid, a school or department has one of the following options:

1. If the equipment is under warranty, contact the vendor from whom it was purchased. If the product was purchased through a District bid, contact Purchasing Department.
2. If the equipment is no longer under warranty, contact the Maintenance Department for repair assistance.
3. For those items covered by outside maintenance contracts such as copiers, contact the appropriate service company holding a maintenance agreement with the District.
4. For all computer equipment and printers contact the Technology Department.

F. Sales Tax

1. Roma Independent School District is exempt from the payment of state sales taxes as it is a political subdivision of the State of Texas. The District's Sales and Use Tax Permit number is 1-74-60020119-7. **This is not a "tax exempt" number as none exist in Texas.** (RCS Chapter 20, Title 122A, 20.04) Tax Code 151.309
2. Staff members may not use the District's tax exempt status for purchases of personal property. Anyone avoiding the payment of sales tax by using this exemption for personal purchases may be liable and subject to prosecution under Texas Penal Code, Chapter 39, Abuse of Office, Section 39.01. Tax Code 151.707
3. All Purchase Orders notify vendors of the District's tax exempt status. When placing a confirming Purchase Order with a vendor, the school or department should indicate to the vendor that the District holds this exempt status and should not be charged tax.

G. Quotations

The term "quotation" is used to identify the task of securing pricing

information from a vendor for goods or services.

Written quotations are required for all purchases. Written quotations can be in the form of formal quote documents from the vendor or email correspondence. If the quote is being received in relation to an existing contract or cooperative agreement, the reference contract number or cooperative agreement number must be indicated on the quote document.

H. Annual Aggregate Category Tracking

1. The District has established its fiscal year as the twelve-month period to comply with annual aggregate value of a category of goods or services.
2. For item categories that exceed \$50,000 during the fiscal year, and in accordance with policy, a competitive procurement mechanism will be employed to select a contractor to supply the goods or services requested.

I. Rebates

Rebates provided for any purchase using a PO, or any other payment method, paid with federal funds must be allocated back to the fund account from which the original payment was taken. 2 CFR 200

VII. [SPECIAL PROCEDURES](#)

A. Purchase of Computer Hardware/Software

1. If you plan to purchase a computer or computer hardware, contact the Technology Department and use the District's contracted vendors.
2. Before any computer software may be ordered the approval form must be completed and signed by the appropriate administrators/directors and Technology Department. Electronically attach the completed form with signatures to the original purchase requisition.

VIII. [GLOSSARY](#)

Annual Aggregate - This pertains to the total amount of purchases made by a school district within a single category of items during a twelve-month period. The State does not prescribe on what date the period starts and stops. However, the District has determined the period shall be its fiscal year (September 1 – August 31).

As Is - An expression signifying that goods offered for sale are without warranty or guarantee. The purchaser has no recourse with the vendor for the quality or condition of

the goods.

Authorized Deviation - Permission given to a supplier authorizing production or delivery of items within stated limits other than those specified originally.

Backorder - The undelivered part of an existing order which the vendor schedules for shipment at a later date.

Bid - A bid is response to a specified request for goods and/or services. A formal bid is usually requested for contracts exceeding an annual aggregate of \$50,000.

Bid Bond - Bid bond guarantees an owner of property that a party bidding for a contract will, if their bid is accepted, enter into a contract and furnish performance and payment bonds for the carrying out of the work, or pay the owner the difference between the amount of his bid and that of the bid finally accepted.

Bid Tabulation (Bid Tab) – A general term used to describe a collection of criteria comparing vendor proposals. More specifically, the evaluation criteria, including pricing, are used to determine an awardee. The final document is an evaluation summary, where pricing is scored in relation to other bidders, but where the pricing is not stated.

Certified Check - A check endorsed by a bank which guarantees its payment.

Change Order - A purchaser's document used to modify or add to a purchase order.

Competitive Pricing Mechanism - A term used to collectively describe the various methods the state has provided to meet bidding requirements for purchases above \$50,000. These include but are not limited to, bids, requests for proposal, Texas GSC contracts, Federal GSC contracts, and inter-local government contracts.

Cooperative – A purchasing consortium which sources products and services through State-accepted processes in order to expedite the procurement process for the District.

Delivery Schedule - The agreed time or rate of future deliveries of purchased goods or services.

Discount - An amount deducted from the selling price by the vendor. It is generally applied when a purchaser meets a stipulation that reduces the cost of the goods.

EDGAR – Education Department General Administrative Regulations. Guidance from the Department of Education on how to procure using federal funds. This guidance is taken from 2 CFR 200.

Evaluation Summary – A final document consolidating the evaluation criteria used to determine the awardee of a solicitation. The document typically contains some version of the criteria stated in TEC 44.031 and related scores based on the weights associated with each criteria.

Expediting - "Follow-up". Tracing the status of an order to ensure, with all due haste, the

efficient movement of goods to the School or Department outside normal delivery schedules.

Express Warranty - Vendor's representations concerning the nature and use of goods, which he intends the buyer to rely on.

Inventory - A stock of goods or an itemized list of a stock of goods on hand at a particular time. When ascertained by a physical count of the items it is a "physical inventory"; when determined from records maintained for routine business activities, it is a "book inventory."

Invitation to Bid - A request made by a purchaser to prospective suppliers for their competitive price quotations on goods or services.

Invoice - The vendor's itemized list of goods or services shipped which specifies price terms of sale, and payment requirements.

Lump Sum - The price agreed upon between vendor and purchaser for a single job or a single purchase of merchandise in bulk.

Manufacturer - One who produces or assembles items from raw materials or components.

Negligence - Under a legal duty the doing or omission of some act which a reasonable, prudent person would not have done or omitted under the circumstances.

Open Account Purchase - A purchase made by a buyer who has established credit with the seller. The transaction is charged to the purchaser's account, payment for which is to be made at some future date agreed upon by buyer and seller.

Original Equipment Manufacturer - (OEM) Seller's classification of a buyer whose purchases are incorporated into a product he manufactures, usually without changing the item which he acquires.

Payment Bond - often referred to as a Labor and Materials bond, guarantees that bills for labor and material used in the work project will be paid. This coverage is usually included automatically in the Performance Bond so no additional charge is necessary.

Performance Bond - guarantees the owner that work will be completed according to the contract specifications. This is considered the key bond in a work project because the owner not only wants the work completed - usually within a specified time - but also completed according to the owner's specifications.

Price Tabulation (Price Tab) – A consolidated list of pricing proposed by vendors in a solicitation. Except for a Request for Bid (RFB), or Competitive Sealed Bid (CSB), the Price Tab will not be the only determining factor in the evaluation of proposals. Typically, the values taken from the Price Tab will be used to determine the scores for pricing added to the Evaluation Summary to determine a solicitation awardee.

Proprietary - An article made and marketed by a patent.

Purchase - To acquire goods or services for a price.

Purchase Order - A purchaser's formal written offer to a vendor containing all terms and conditions of a proposed transaction. Purchase Orders are contracts once the vendor takes action to fulfill the offer stated on the Purchase Order.

Purchase Requisition - A formal request made to Purchasing Department to procure goods or services from vendors.

Quotation - A statement of price, terms of sale, and description of goods or services offered by a vendor to a prospective purchaser. When given in response to an inquiry, it is generally considered a sales proposal. Also, the stating of the current price of a commodity. For the District it is primarily used when making purchases between \$5,000 and \$50,000.

Rebate - A form of discount in that the vendor returns, (or rebates) to a purchaser in consideration of the purchase of a specified quantity or value of goods usually within a stated interval.

Receiving Copy - A receiving department document used to inform other in the company of the receipt of purchased goods. Copies are usually distributed to the accounting department.

Request for Proposal (RFP) - This is an alternate to the competitive bid process. The request for proposals are advertised and proposals are received in the same way as bids. Once opened, the District can select the best proposal and negotiate specific terms with the vendor to further lower the price or improve the contract. The State requires RFP's be sealed until all are received and opened at a specified "opening time".

Sample - A small portion of goods taken as a specimen of quality.

Separate, Sequential, and Component Purchases - Dividing a purchase into several parts or buying parts of a system on separate orders to avoid having to use competitive pricing mechanisms to purchase goods and services. This practice is in conflict with State purchasing requirements.

Specification - A comprehensive and accurate statement of the technical requirements descriptive of a good or a service, and of the procedure to be followed to ascertain if the requirements are met. A federal specification is a specification established in accordance with procedures prescribed by the Federal Specification Board and approved for use by all government agencies.

Stock - The supply of goods maintained in a stores system to satisfy anticipated demand.

Terms of Payment - The method of payment agreed upon in a sales contract. The three basic terms are cash, open account, and secured account.

Tracer - A request made to a carrier to trace a shipment for expediting purposes or to establish date of delivery.

Vendor - A seller of goods or services.

Warranty - An undertaking, either express or implied, that certain fact regarding the subject matter of a contract is as it is declared or promised to be. Not to be confused with "guarantee," which entails contractual responsibility for the substandard performance or nonperformance of another party or their product.

Wholesale – A purchaser who buys goods for resale to a retailer or industrial user.