Northwest
INDEPENDENT SCHOOL DISTRICT

PURCHASING DEPARTMENT MANUAL 2026-2027

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PURCHASING MANUAL

1.0 Introduction

1.1 Mission Statement

The Northwest Independent School District Purchasing Department provides support and guidance regarding district policies and procedures for purchasing products, materials, and services at the best value in a manner consistent with local, state, and federal guidelines, Board of Education policies, ethical business practices, and exceptional customer service.

1.2 Organization chart

The Purchasing Department performs many operations in the procurement of goods and services for the district. It is basically divided into three interrelated sections and functions, the order processing function, the contracting function, and bidding function. Please refer to the attached organizational chart.

1.3 Purpose

To distribute and see the execution of the Purchasing policies and procedures to all employees of the Northwest Independent School District, hereafter referred to as the district.

1.4 Scope

The scope of the district in centralizing the purchasing function is to comply with state laws and policies of the Northwest Independent School District Board of Trustees, hereafter, called the Board. State law does not mandate that District purchase at the lowest price available in the marketplace. The law mandates that the district purchase at the lowest price, meeting published specifications, in accordance with the applicable competitive pricing statues and local Board policies. Therefore, the primary object of the Purchasing Department is to make purchases in compliance with the applicable statutes and policies.

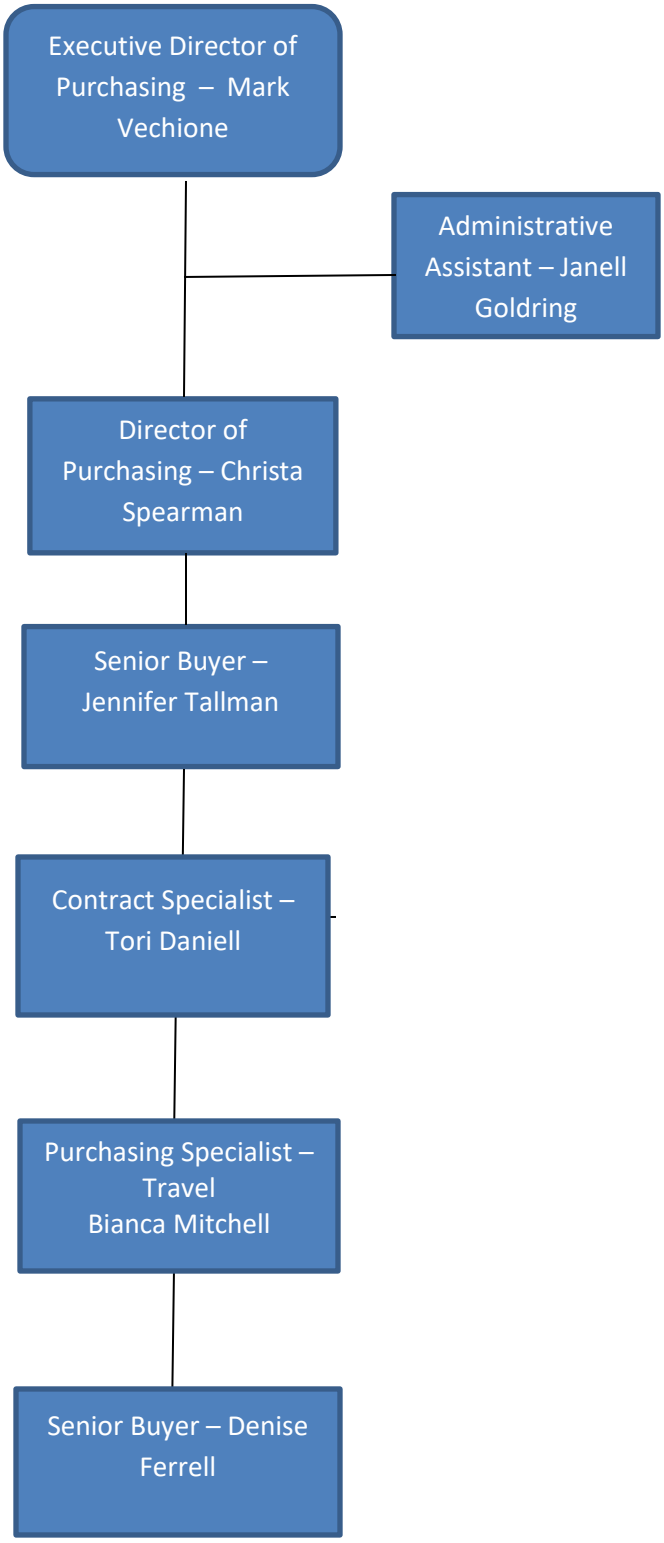
1.5 Former Procedures

This manual rescinds all previous operational policies and procedures, whether written or verbal, concerning the purchasing functions.

1.6 Responsibility

It is the responsibility of the district employees involved in any aspect of the purchasing function to be familiar with these policies and procedures. The employees are to follow them in the execution of day-to-day business, and to report any violations to their immediate supervisor. The primary staff responsibility for compliance with procedures is assigned to the Executive Director of Purchasing.

1.65 Organization Chart



1.7 DEPARTMENT CONTACT INFORMATION

Mark Vechione	Executive Director of Purchasing and Contract Management	
	mvechione@nisdtx.org	817-215-0095
Janell Goldring	Administrative Assistant to the Executive Director of Purchasing	
	jgoldring@nisdtx.org	817-698-1347
Christa Spearman	Director of Purchasing	
	cspearman@nisdtx.org	817-215-0023
Jennifer Tallman	Senior Buyer	
	jtallman@nisdtx.org	817-215-0092
Tori Daniell	Contract Specialist	
	Tori.daniell@nisdtx.org	817-215-0123
Bianca Mitchell	Purchasing Specialist	817-215-0002
	Laura.mitchell@nisdtx.org	
Denise Ferrell	Senior Buyer	
	Denise.ferrell@nisdtx.org	817-215-0047

1.8 Ethics

The following is from District policy DH-Exhibit.

Professional Ethical Conduct, Practices, and Performance.

Standard 1.1. The educator shall not intentionally, knowingly, or recklessly engage in deceptive practices regarding official policies of the school district, educational institution, educator preparation program, the Texas Education Agency, or the State Board for Educator Certification (SBEC) and its certification process.

Standard 1.2. The educator shall not intentionally, knowingly, or recklessly misappropriate, divert, or use monies, personnel, property, or equipment committed to his or her charge for personal gain or advantage.

Standard 1.3. The educator shall not submit fraudulent requests for reimbursement, expenses, or pay.

Standard 1.4. The educator shall not use institutional or professional privileges for personal or partisan advantage.

Standard 1.5. The educator shall neither accept nor offer gratuities, gifts, or favors that impair professional judgment or that are used to obtain special advantage. This standard shall not restrict the acceptance of gifts or tokens offered and accepted openly from students, parents of students, or other persons or organizations in recognition or appreciation of service.

Standard 1.6. The educator shall not falsify records, or direct or coerce others to do so.

Standard 1.7. The educator shall comply with state regulations, written local school board policies, and other state and federal laws.

Standard 1.8. The educator shall apply for, accept, offer, or assign a position or a responsibility based on professional qualifications.

Gifts and gratuities

Employees of the District shall not accept or receive gifts or gratuities from representatives of companies directly from the company. This pertains to supplies, equipment, or construction for the district. The employees may not promise, or obligate future awards or compensation based upon gifts, gratuities, rebates or discounts given.

Restrictions on certain purchases

District funds will not be used to purchase personal items. Memberships to organizations and certain subscriptions can be considered personal and may not be allowed. Memberships should be for the position/entity and not the individual if possible.

1.85 Conflicts of Interest

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

1. An employee shall not accept or solicit any gift, favor, service, or other benefit that could reasonably be construed to influence the employee's discharge of assigned duties and responsibilities
2. An employee shall not have a personal financial interest, a business interest, or any other obligation that in any way creates a substantial conflict with the proper discharge of assigned duties and responsibilities or that creates a conflict with the best interest of the district.
3. Each employee shall disclose, to the best of his or her knowledge, in writing to the Superintendent, Executive Director of Purchasing, or designee any financial or ownership interest in any business or other purchase arrangement with the district.
4. An employee who believes he or she has or may have a conflict of interest shall disclose the interest to the Superintendent or designee, who shall take whatever action is necessary, if any, to ensure that the district's best interests are protected.

Standards of Conduct

Now especially, in this age of accountability, when activities and conduct of school business officials are subject to greater scrutiny and more severe criticism than before, standards of conduct when conducting business are in order.

1. Conduct business honestly, openly and with integrity
2. Avoid conflicts of interest situations by not conducting business with a company or firm which the official or any member of the official's family has a vested interest.
3. Avoid preferential treatment of one outside interest group, company or individual over another.
4. Avoid using the position for personal gain
5. Never accept or offer illegal payment, for goods/services rendered.
6. Refrain from accepting gifts, free services or anything of value for or because of any act performed or withheld
7. Permit the use of school property only for officially authorized activities

Purchasing Department Internal Code of Ethics

1. Avoid the intent and appearance of unethical or compromising practice in relationships, actions and communications
2. Demonstrate loyalty to your employer by diligently following the lawful instructions of your employer, using reasonable care and only authority granted.
3. Refrain from any private business or professional activity that would create a conflict between personal interests and those of your employer
4. Refrain from soliciting or accepting money, loans, credits, discounts, gifts entertainment, favors or services from present or potential suppliers.
5. Handle confidential or proprietary information with due care and proper consideration of ethical and legal ramifications and governmental regulations.
6. Promote positive supplier relationships through courtesy and impartiality.
7. Know and obey the letter and spirit of law governing the purchasing function and remain alert to the legal ramifications of purchasing decisions.
8. Ensure that all segments of society have the opportunity to participate in district contracts.
9. Discourage purchasing involvement in employer-sponsored programs of personal purchases, which are not business related.
10. Enhance the stature of the purchasing profession by improving your technical knowledge and adhering to the highest ethical standards.

1.9 Governance

One of the main guidelines governing the procurement function is from the Texas Education Code, Subchapter B. 44.031, Purchasing Contracts.

(a) Except as provided by this subchapter, all school district contracts, except contracts for the purchase of produce or vehicle fuel valued at $50,000, or more in the aggregate for each 12-month period shall be made by the method, of the following methods, that provides the best value for the district.
    (1) competitive bidding.
    (2) competitive sealed proposals.
    (3) a request for proposals for services other than construction services;
    (4) an interlocal contract
    (5) a method provided by Chapter 2269, Government Code, for construction services.

(6) the reverse auction procedure as defined by Section 2155.062(d), Government Code; or

(7) the formation of a political subdivision corporation under Section 304.001, Local Government Code.

(b) Except as provided by this subchapter, in determining to whom to award a contract, the district may consider:

(1) The purchase price.

(2) The reputation of the vendor and of the vendors goods or services

(3) The quality of the vendor's goods or services.

(4) The extent to which the goods or services meet the district's needs.

(5) The vendor's past relationship with the district.

(6) The impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses.

(7) The total long-term cost to the district to acquire the vendor's goods or services; and

(8) For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:

1. Has its principal place of business in this state; or
2. Employs at least 500 people in this state; and

(9) Any other relevant factor specifically listed in the request for bids or proposals.

(c) The state auditor may audit purchases of goods or services by the district.

(d) The board of trustees of the district may adopt rules and procedures for the acquisition of goods or services.

(e) To the extent of any conflict, this subchapter prevails over any other law relating to the purchasing of goods and services except a law relating to contracting with historically underutilized businesses.

(f) This section does not apply to a contract for professional services rendered, including the services of an architect, attorney, or fiscal agent. A school district may at its option, contact for professional services rendered by a financial consultant or a technology consultant in the manner provided by Section 2254.003 Government Code, in lieu of the methods provided by this section.

(g) Notice of the time by, when and place where bids or proposals, or the responses to a request for qualifications, will be received and opened shall be published in the county in which the district's central administrative office is located, once a week for at least two weeks before the deadline for receiving bids, proposals, or response to a request for qualifications. If there

is not a newspaper in that county, the advertising shall be published in a newspaper in the county nearest the county seat of the county in which the district's central administrative office is located. In a two-step procurement process, the time and place where the second-step bids, proposals or responses will be received are not required to be published separately.

(h) If school equipment, a school facility, or portion of a school facility is destroyed, severely damaged, or experiences a major unforeseen operations or structural failure, and the board of trustees determines that the delay posed by the contract methods required by this section would prevent or substantially impair the conduct of classes or other essential school activities, then contracts for the replacement or repair of the equipment, school facility, or portion of the school facility may be made by a method other than the methods required by this section.

(i) A school district may acquire computers and computer-related equipment, including computer software, through the Department of Information Resources under contracts entered in accordance with Chapter 2054 or 2157, Government Code. Before issuing an invitation for bids, the department shall consult with the agency concerning the computer and computer related equipment needs of school districts. To the extent possible the resulting contract shall provide for such needs.

(j) Without complying with Subsection (a), a school district may purchase an item that is available from only one source, including:

(1) an item for which competition is precluded because of the existence of a patent, copyright, secret process, or monopoly.

(2) a film, manuscript, or book.

(3) a utility service, including electricity, gas, or water, and

(4) a captive replacement part or component, for equipment

(k) The exceptions provided by Subsection (j) do not apply to mainframe data-processing equipment and peripheral attachments with a single item purchase price in excess of $15,000.

(l) Each contract proposed to be made by a school district for the purchase or lease of one or more school buses, including a lease with an option to purchase, must be submitted to competitive bidding when the contract is valued at $20,000 or more.

(m) If a purchase is made at the campus level in a school district with an average daily attendance of 180,000 or more as determined under Section 42.005 that has formally adopted a site-based decision-making plan under Subchapter F, Chapter 11, that delegates purchasing decisions to the campus level, this section applies only to the campus and does not require the district to aggregate and jointly award purchasing contracts. A district that adopts site-based purchasing under this subsection shall adopt a policy to ensure that campus purchases achieve the best value to the district and are not intended or used to avoid the requirement that district aggregate purchases under Subsection (a).

1.95 Enforcement of Purchase Procedures/Criminal Penalties

Component purchases – means purchases of the component parts of an item that in normal purchasing practices would be purchased in one purchase.

Separate purchases – means purchases, made separately, of items that in normal purchasing practices would be purchased in one purchase.

Sequential purchases – means purchases, made over a period, of items that in normal purchasing practices would be purchased in one purchase.

An officer, employee or agent of a school district commits an offense if the person with criminal negligence makes or authorizes separate, sequential, or component purchases to avoid the requirements of Section 44.031 (a) or (b). An offense under this subsection is a Class B misdemeanor and is an offense involving moral turpitude.
An officer, employee, or agent of a school district commits an offense if the person with criminal negligence violates Section 44.031 (a) or (b) other than by conduct described by Subsection (b). An offense under this subsection is a Class B misdemeanor and is an offense involving moral turpitude.
An officer or employee of a school district commits an offense if the officer or employee knowingly violates Section 44.031, other than by conduct described by Subsection (b) or (c). An offense under this subsection is a Class C misdemeanor.
The final conviction of a person other than a trustee of a school district for an offense under Subsection (b) or (c) results in the immediate removal from office or employment of that person.
The court may enjoin performance of a contract made in violation of Section 44.031 (a) of (b). A county attorney, a district attorney, a criminal district attorney or a citizen of the county in which the school district is located may bring an action for an injunction. A citizen who prevails in any action brought under this subsection is entitled to reasonable attorney's fees as approved by the court." *Texas Education Code, Chapter 44 Fiscal Management 44.032 Enforcement of Purchase Procedures: Criminal Penalties; Removal; Ineligibility*

1.97 Procedures

Purchases of Personal Property Valued between $10,000 and $50,000

(a) A school district shall purchase personal property if the value of the items is at least $10,000 but less than $50,000, in the aggregate, for a 12-month period. In the alternative, the school district may purchase those items in accordance with Sections 44.031 (a) and (b).
(b) Purchases of produce and fuel shall be made in accordance with the section.

2.0 **Bidding**

2.1 Electronic Bidding –

According to Texas Education Code 44.0313, a school district may receive bids or proposals under this chapter through electronic transmission if the board of trustees of the school district adopts rules to ensure the identification, security, and confidentiality of electronic bids or proposals and ensure that the electronic bids or proposals remain effectively unopened until the proper time. Notwithstanding any other provision of this chapter, an electronic bid or proposal is not required to be sealed. Northwest ISD Board of Trustees has approved the use of electronic bidding, and the Purchasing Department utilizes extensively.

2.2 Competitive procurement options

Competitive bidding - is a formal process that may also be referred to as competitive sealed bidding or formal bidding. It is an option available to school districts for the procurement of goods or services. According to the American Bar Association Model Procurement Code, "Competitive bidding is the preferred method of procurement." The request for bids contains the purchase description or specifications covering the item(s), work and/or services needed, the terms and conditions for the proposed bid contract, the time and place for opening bids and other provisions as necessary. The advertisement for bids; and description in the request for bid(s) of item(s), work and/or services needed, and specific terms and conditions must be done in a manner that accomplishes the primary purpose of competitive bidding – stimulate competition and obtain the lowest practical price for the work, service and/or items(s) needed. Competitive bidding is a lengthy process. From the initial step of "determination of need" through the award of contract by the Board, the average time period is approximately ninety (90) to one-hundred twenty (120) calendar days.
The competitive bidding process requires that bids be evaluated, and awards based solely upon bid specifications, terms and conditions contained in the request for bids documents, and according to the bid prices offered by vendors and pertinent factors that may affect contract performance. NISD does not award solely on the basis of the lowest bid(s), rather on the lowest and best bid(s) as determined to be in the best interests of the district.
The Board of Trustees is the contracting authority for the district. The Executive Director of Purchasing makes formal recommendations to the Board for an award of contract.

Request for Bid / Invitation to Bid

The invitation to Bid (ITB) / Request for Bid (RFB) is used when the department knows the type of goods or services required. The quantity is a known fact and will not vary during the fiscal year. Costs are usually readily identified before the

process begins and can be guaranteed as stated. This method is becoming less frequent based on uncertain conditions predominant in our current environment.

Public Notice – Notice of the time by when and place where the bids or proposals or the responses to a request for qualifications, will be received shall be published in the county in which the district's central administration office is located, once a week for at least two weeks before the deadline for receiving bids, proposals, or responses to a request for qualifications; and if there is not a newspaper in that county the advertisement shall be published in a newspaper in the country nearest the county seat of the county in which the district's central administration is located. Texas Education Code, Chapter 44. Fiscal Management, Subchapter B. Purchases; Contracts, 44.-41 Purchasing Contracts. Northwest ISD will advertise as a matter of record in the Denton Record Chronicle.

Bid acceptance and Evaluation Process

1. Bids are to be accepted at the advertised date and time
2. The names of the submitting bidders and their respective unit and/or overall prices will be read into the record.
3. Bids will be evaluated based on compliance to the published specifications
4. Bids will be awarded based on lowest or overall lowest prices, meeting specifications, as deemed in the best interest of the district.
5. Correction/withdrawal of bids; cancellation of awards criteria – in case of errors in extensions, unit prices shall govern. In cases of errors on unit prices bidders shall be allowed to withdraw their bids on the respective line items. Bid awards may be rescinded in cases of non-performance or non-compliance to the published specifications, term and/or conditions.

Competitive Sealed Proposals / Requests for Proposals

Conditions for use – The competitive sealed proposals (CSP) or Request for Proposal (RFP) is an alternative to competitive bidding. An important difference between competitive sealed proposals and competitive bidding relates to the finality of initial offers. Under competitive sealed proposals, changes in the nature of a proposal, and in prices, may be negotiated after proposals are opened. In contrast, changes in the price of goods and services are not negotiable in the competitive bidding process. Competitive proposal procedures are recommended where other procurement procedures are not required according to federal rules, laws or regulations, in order to stimulate competitive prices for services. Examples of services, which may be obtained through a CSP, include accounting, architectural and consulting services. (Chapter 2254, Government Code). Request for Proposals may also generate non-sealed

competitive proposal which would allow a school district to open the proposals upon receipt.

Public Notice – same requirements as for the competitive bid process

Receipt / evaluation procedures for proposals
The primary difference from the Competitive Bid process lies within the evaluation process. Competitive Bids are awarded solely upon how the bidder satisfied the written specifications. Full disclosure regarding participating bidders and their respective pricing offers is open to the public upon the opening of the bids. However, within the RFP process only the names of participating respondents and any fees can be made available to the public. Requests for Proposals are tabulated, reviewed and evaluated by a team of staff members from the Purchasing Department and the using department requesting the proposal. A point system can be utilized in the scoring process so that all recommendations can be justified for award of contract.

Procedures for negotiating with vendors.
Whereas, negotiations are not allowed with the Competitive bid process, negotiations are an integral part of the RFP/CSP process. All selected respondents are allowed the opportunity to respond to questions and required modifications to the original proposal as deemed necessary by the district. Upon completion of the negotiation process, selected respondents can and may be asked to submit their "Best and Final Offer" (BAFO) for review by the district.

Procedures for award of Contracts
Upon acceptance of the Best and Final Offer, the evaluation team will submit their recommendation for award, in writing through the Purchasing Department to the Board of Trustees.

Interlocal Contracts. The Interlocal Cooperation Act – "The purpose of this chapter is to increase the efficiency and effectiveness of local governments by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state" Texas Government Code, Chapter 791. Interlocal Cooperation Contracts, Subchapter A. General Provisions. 791.001 Purpose. Must be approved by both Governing bodies.

Authorization for agreement – "A local government may contract or agree with another local government to perform governmental functions and services in accordance with chapter. Texas Government Code, Chapter 791. Interlocal Cooperation Contracts, Subchapter B. General Interlocal Contracting Authority 791.011 Contracting Authority; Terms

Local Government defined. – "In this subchapter, "local government" means a county, municipality, special district, school district, junior college district, university or other legally constituted political subdivision of the state" Texas Local Government Code, Chapter 271. Purchasing and Contracting Authority for Municipalities, Counties, and certain other local

Governments, Subchapter D. State Cooperation in Local Purchasing Programs 271.081 Definition.

Agencies (examples)

1. Texas Procurement and Support Services (TPASS) Term Contract. A contract awarded through the competitive bid process for a specific term, such as twelve calendar months. Term contracts may have renewal option clauses, thereby allowing the district and the vendor to continue the contractual relationship for an extended period. The board of trustees usually determines the length and number of renewal options allowed.
2. TxMAS – Texas Multiple Award Schedule
3. Texas Department of Corrections (TDC)
4. Texas Institute for the Blind and Handicapped (TIBH)
5. GSA – General Services Administration
6. TASB Buyboard
7. Houston Galveston Area Council (HGAC)
8. Texas Department of Information Resource (DIR)

2.3 Bid Process

Request to Process

The Purchasing Department utilizes a Request to Process form to capture the necessary information needed to begin the solicitation process. An administrator or Campus Principal must fill out and submit this request.
This form is to be used for any calendar solicitation and any expenditure in excess of $50,000 that is not currently under contract award. A copy of this form is available in this manual and also on the Department website. Specifications for proposals along with the process bid/solicitation form are to be turned into the Purchasing Department for review by the Executive Director of Purchasing.
The Executive Director of Purchasing will review the specifications and schedule a bid opening date.

Advertising of Solicitation. – Any commodities over $50,000 or more will require to be advertised in one local newspaper (Denton Record Chronicle) once a week for two consecutive weeks.

Opening of Sealed Proposals

When using the e-Bid system, the district's electronic web-based vendor registration and bidding system, the process is automated.

Paper or manual bids are still accepted and on certain occasions, the e-Bid system may not be used, therefore all proposals must be sealed and plainly marked with the name of the proposer along with the date and time of the opening. Proposals need to be received in the office of the Executive Director of Purchasing, Northwest ISD Administration Building, 2001 Texan Drive, Justin, TX 76247 prior to the opening time. All proposals must be stamped with the date and time of receipt. Sealed submittals will be received by Northwest Independent School District at the time and date which were advertised. At this time the proposer shall be invited to attend the opening and the identity of all respondents will be read aloud. Any proposals which are received after the opening date and time will be stamped accordingly and returned to the vendor without action. Faxed proposals will not be accepted. No proposal can be received or withdrawn after the opening time without the consent of the Executive Director of Purchasing. The Executive Director of Purchasing can and will have final decision on acceptance or declining of proposals which were received after the opening date and time based on the Districts best interest.

2.4 Award Criteria

When evaluating submittals, a recommendation committee will be composed and review the proposals on the following factors:

1. Purchase Price
2. The reputation of the vendor and of the vendor's goods and services.
3. The quality of the vendor's goods or services.
4. The extent to which the goods or services meet the Districts needs
5. The vendor's past relationship with the District.
6. The impact on the ability of the District to comply with the laws relating to historically underutilized business.
7. The total long-term cost to the District to acquire the goods or services.
8. Any other relevant factor specifically listed in the request for bids or proposals.

The committee may recommend the most responsive vendor(s) with the best proposal. Whenever the lowest price is not recommended, the committee will provide written justification for the recommendation submitted to the Board of Trustees.

In a case of tie the committee may consider the following factors;

1. Location of vendor
2. Number of days for delivery

3. Past performance

All proposals in the amount of $50,000 or more need to be approved by the Board of Trustees.

All proposals that result in a total award of less than $50,000 can and will be awarded administratively by the Executive Director of Purchasing.

If proposal recommendations are approved by the Board of Trustees, the Purchasing Department may send notice to every vendor who submitted a proposal. The Tabulation sheet will provide the awarded vendor(s) and their price. * These are done automatically through the e-Bid system.

In the case of a protest or dispute of an action taken by the Department of Purchasing any vendor may write a letter outlining any concerns which may exist to:

Executive Director of Purchasing
2001 Texan Drive
Justin, Texas 76247

2.5 Emergency Purchase

Definition – Purchase or purchases made not in accord to the competitive bidding requirement due to an emergency condition such as a natural or man-made disaster.

Conditions for use – "If a school equipment is destroyed or severely damaged, and the board of trustees determines that the delay posed by the competitive bidding process would prevent or substantially impair the conduct of classes or other essential school activities, then contracts for the replacement or repair of the equipment may be made without competitive bidding as otherwise required by this section" Texas Education Code, Chapter 44, Fiscal Management, Subchapter B. Purchase; Contracts, 44.031(h) Purchasing Contracts.

Documentation required – Verifications of the circumstances for the emergency condition and approval for, or ratification of, by the Board of Trustees of the emergency purchases.

2.6 Vendor Evaluation form

The purchasing department encourages feedback on the performance of the vendors the district contracts with. During the bidding process this documentation is extremely valuable in award recommendations. It ensures that reliable proven vendors will be recommended. A vendor evaluation form is provided in the manual and available on the district web page. This form simplifies the reporting process and allows the department to communicate to the Purchasing Department on both areas for improvement and service-related issues. This form can also be used to recognize any outstanding service received from a district vendor.

2.7 Bid calendar

The Purchasing department will maintain an annual bid calendar. This calendar will be indexed by commodity. The Purchasing Department will send a notification to the user department or campus at least 90 days prior to termination or renewal date requesting required information for a new solicitation or acceptance of renewal.

2.8 Published Commodities

Code	Description
10	**Administrative Services**
20	**Advertising**
30	**Agricultural**
40	**Air Conditioning and Related Items**
50	**Apparel, General**
55	**Apparel, Fine Arts**
60	**Apparel, Work Uniforms**
65	**Appliances**
70	**Aquatic Equipment, Supplies & Services**
75	**Art Equipment and Supplies**
80	**Athletic Equipment**
85	**Athletic, Training Supplies**
90	**Athletic Apparel**
95	**Audio Visual Equipment and Supplies**
100	**Automotive Equipment**
105	**Automotive - Bus related**
110	**Automotive Services**
115	**Automotive Maintenance**
120	**Awards and Recognition**
125	**Building Equipment Supplies**

130	**Buildings and Structures**
135	**Career and Technology Education Equipment, Supplies, Services**
140	**Catering Services**
145	**Communications**
150	**Computer Hardware**
155	**Computer, Network**
160	**Computer, Peripherals**
165	**Computer Software**
167	**Computer Software/License - Multi Year**
170	**Computer Supplies**
175	**Copy Machines**
180	**Construction**
185	**Construction, Professional Services**
190	**Contracted Services, Outsourced**
195	**Educational Consulting/ Professional Development**
200	**Electrical Equipment and supplies**
210	**Environmental Services, Chemicals, pest and garbage**
215	**Environmental Services, Asbestos**
220	**Financial Services**
225	**Financial Services, Depository**
230	**Financial Services, Benefits**
235	**Fine Arts - Services**
240	**Flooring Material and Supplies**
245	**Floral Supplies**
250	**Food Service Equipment**
280	**Food Items - Grocery Items**
285	**Food - Produce**
290	**Fuel**
295	**Fundraising**
300	**Furniture - Cafeteria**
305	**Furniture - Classroom**
310	**Furniture - Library**
320	**Furniture - Office**
330	**Grounds and Landscaping**
335	**Hardware and Hand Tools**
340	**Insurance, Health**
345	**Insurance, Voluntary**
350	**Insurance, Coverages**
360	**Instructional Materials**
370	**Instructional Materials, Bilingual**
375	**Instructional Materials, Math**
380	**Instructional Materials, Reading**
385	**Instructional Materials, Science**

390	**Instructional Materials, Technical Trades**
400	**Janitorial Equipment and Supplies**
405	**Laundry, Dry Cleaning Equipment Supplies and Service**
410	**Lighting, Supplies and Fixtures**
415	**Library Books**
420	**Library Services**
425	**Library Supplies**
430	**Mail room equipment and Supplies**
440	**Maintenance Equipment and Supplies**
445	**Maintenance Equipment and Supplies, HVAC**
450	**Maintenance Equipment and Supplies, Building**
455	**Maintenance Equipment and Supplies, Special Systems**
460	**Maintenance Equipment and Supplies, Food Service**
465	**Meals - Student**
467	**Meals - Staff**
470	**Medical Equipment and Supplies**
473	**Memberships**
475	**Musical Instruments**
480	**Office Equipment**
485	**Office Supplies, consumables**
490	**PA Systems and Sound Supplies**
500	**Painting Equipment and Supplies**
510	**Paper, Related Products**
515	**Periodicals**
520	**Photographic Equipment and Supplies**
525	**Photographic Services**
530	**Playground Equipment**
540	**Plumbing Equipment and Supplies**
545	**Portable Classrooms and related**
550	**Printing Equipment and Supplies**
555	**Printing Services**
560	**Professional Services - Contracted**
565	**Rentals**
570	**Safety Related Equipment and Supplies**
575	**Safety Related Services**
580	**Special Education, Equipment and Supplies**
585	**Special Education Instructional Material**
587	**Special Education Services**
590	**Staff Development**
595	**Staffing Services, General**
598	**Subscriptions**
600	**Theater Arts Supplies and Equipment**
603	**Transportation**

605 Travel Services
610 Utility Services

2.9 Catalog award bids

Because of the wide variety of items, services, supplies, etc. that is utilized by a school district, many solicitations are requested and awarded on a "discount from catalog" basis. When utilizing these solicitations, the requestor needs to make sure they are using a current catalog and indicating that the discount has/has not been taken on the requisition, and if any applicable shipping costs are included.

2.10 Vendor Bid List

The Purchasing Department maintains a vendor listing of all vendors who have registered to receive solicitations via email and mail. ***This is commonly referred to as a Bidders list***.

VENDORS REGISTER USING THE E-BID VENDOR REGISTRATION AT
https://nisdtx.ionwave.net/

(Reference Section 12.0 Vendor Registration Flowchart)

Any vendor who has previously responded to solicitation is on this list. If a vendor fails to respond to three straight solicitations, the department reserves the right to delete them from the vendor list.
Please note, that this is a list of vendors to receive bids, **not** a list of awarded vendors.

There is a list of vendors contained in e-Finance. ***This is commonly referred to as the Vendor List.*** This is neither an awarded vendor list nor a bidders list. Anyone who has received a check from NISD is included in the e-Finance list.

The ***awarded list of vendors*** is available on the district web site, Active Contracts. It is a list of vendors that have been awarded a contract for goods or services, through a district solicitation process. It is a very useful tool. Users can search the "find" feature to locate a vendor and the award information, such a bid number and name and terms.

2.11 Extensions of Awarded Bids

Bids awarded by the Board of Trustees may be extended for additional terms and purchases provided that:

1. The prices do not exceed 10% of bid prices and the terms and conditions of the original bid remain firm
2. The original bid had provisions for additional purchases.
3. All legal requirements are fulfilled.
4. The Purchasing Department prior to the end of the original term of the contract will engage acceptance of the extension by both parties.

2.12 Open Records

All information collected, assembled or maintained by governmental bodies pursuant to law or ordinance, or in connection with the transaction of official business is public information and available to the public during normal business hours of any governmental body with certain exceptions.
Three exceptions clearly concern the purchasing operation found in: Texas Education Code, Title 110A, 6252-17a, Section 3

(1) information which, if released would give advantage to competitors or bidders;

(2) information pertaining to the location of real or personal property for public purposes prior to public announcement of the project, and information pertaining to appraisals or purchase price of real or personal property for public purposes prior to the formal award of contracts therefore;

(3) trade secrets and commercial or financial information obtained from a person and privileged or confidential by statute or judicial decision.

The concern is that information is not disclosed at inappropriate times leaving the District unprotected.

The District has specified procedures for open records requests. They are initiated through the District Public Information Officer and released from their office.

2.13 Sales Taxes

1 Northwest Independent School District is exempt from the payment of state sales taxes by the fact it is a political subdivision of the State of Texas.

2 District employees 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 may be liable for prosecution under Texas Penal Code, Chapter 39, Abuse of Office, Section 39.01. (This also applies

to booster clubs, parent teacher organizations and other outside organizations. They must apply and receive their own tax-exempt status)

3 All Purchase Orders notify vendors of the District's tax-exempt status. Vendors can request a separate tax-exempt form if necessary, from the Purchasing Department.

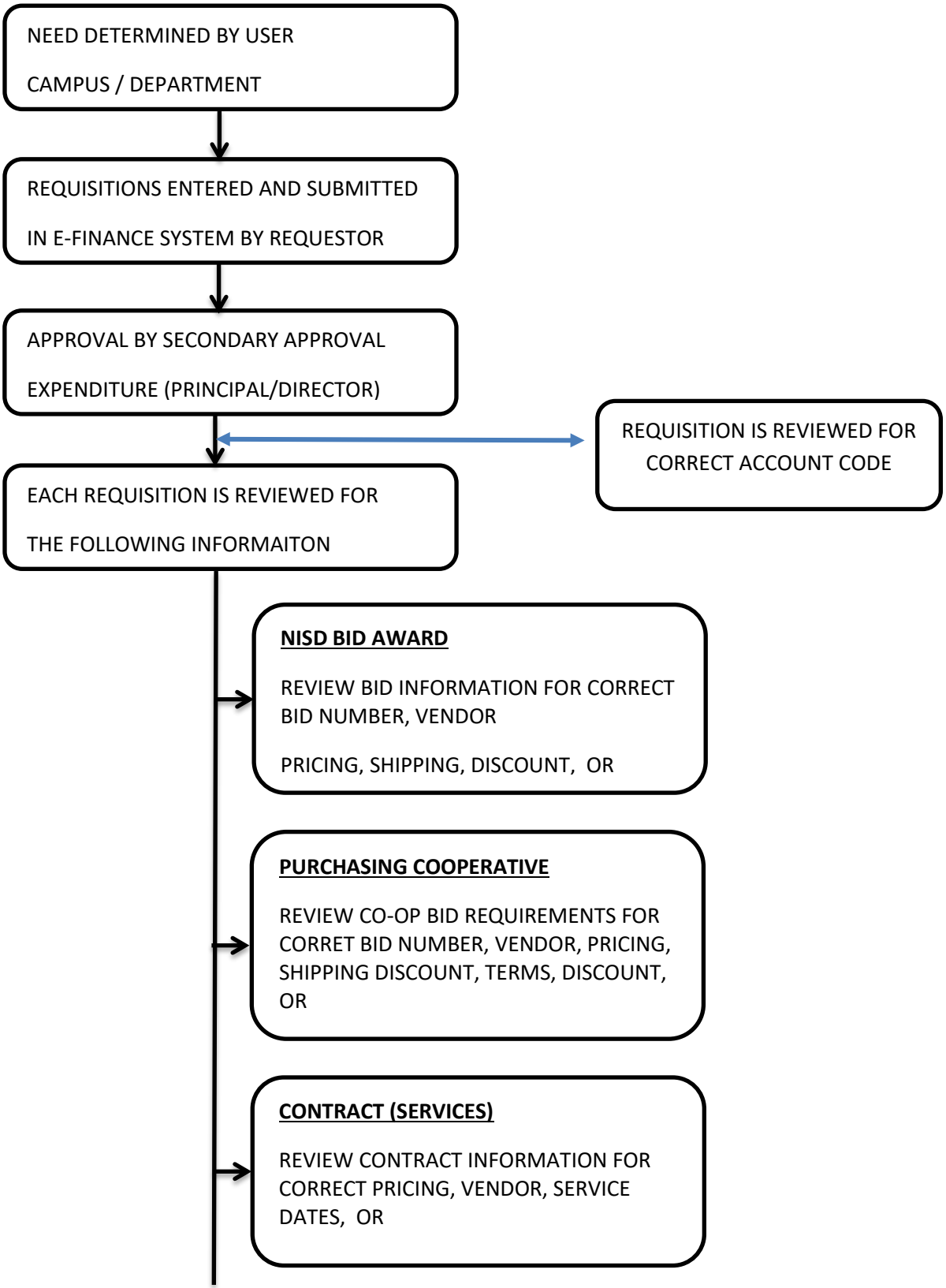
4 The Districts Federal Tax I.D. number is 75-6003004.

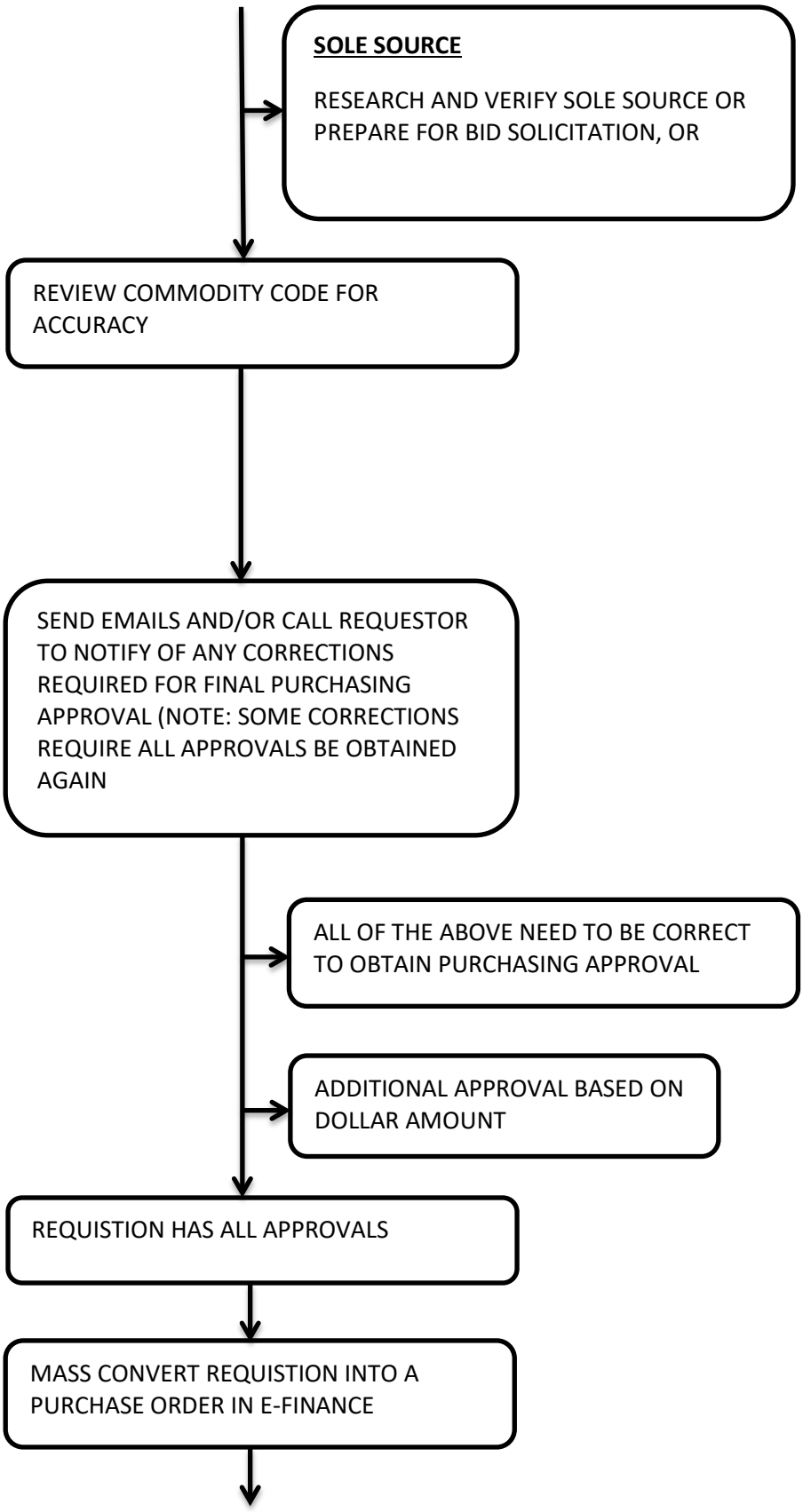
3.0 Requisitioning process

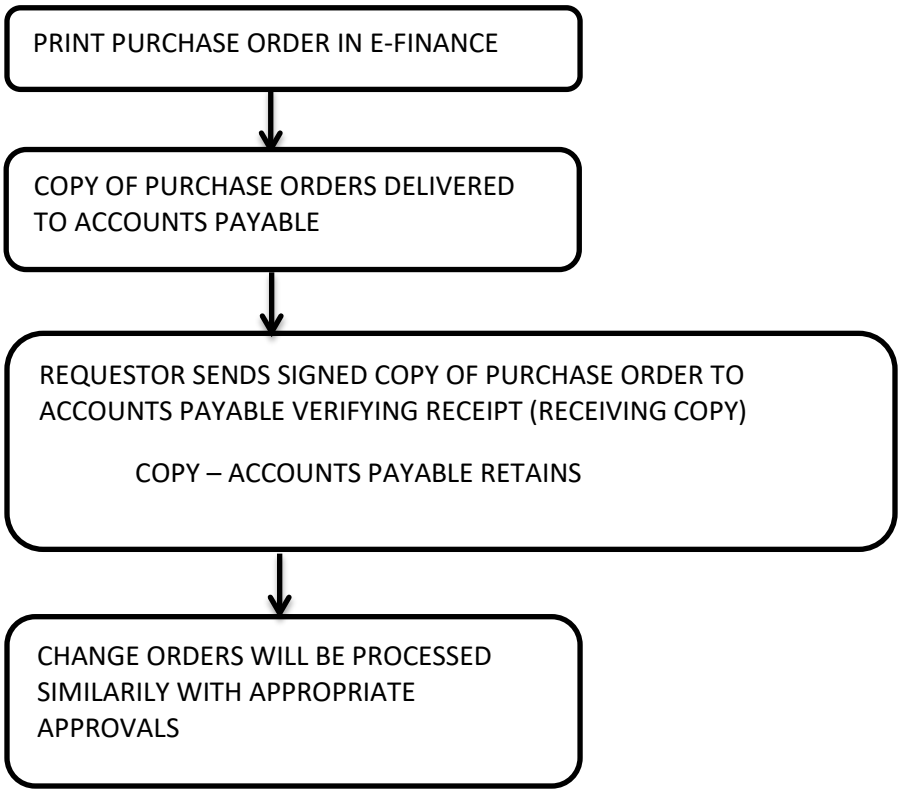
3.1 How do I make a purchase?

Reference the following flow chart for the requisitioning process. This flow chart illustrates the steps involved in making a purchase. It does not, nor cannot address all of the steps, which may be required. Users are encouraged to use the chart, in conjunction with this manual, as tools to help guide them through the purchasing process. If, at any time, during the course of the process, it is felt that additional information, or one-on-one help is needed, users are encouraged to call a member of the Purchasing Department staff.

REQUISITION WORKFLOW




SOLE SOURCE
RESEARCH AND VERIFY SOLE SOURCE OR PREPARE FOR BID SOLICITATION, OR
REVIEW COMMODITY CODE FOR ACCURACY
SEND EMAILS AND/OR CALL REQUESTOR TO NOTIFY OF ANY CORRECTIONS REQUIRED FOR FINAL PURCHASING APPROVAL (NOTE: SOME CORRECTIONS REQUIRE ALL APPROVALS BE OBTAINED AGAIN
ALL OF THE ABOVE NEED TO BE CORRECT TO OBTAIN PURCHASING APPROVAL
ADDITIONAL APPROVAL BASED ON DOLLAR AMOUNT
REQUISTION HAS ALL APPROVALS
MASS CONVERT REQUISTION INTO A PURCHASE ORDER IN E-FINANCE


PRINT PURCHASE ORDER IN E-FINANCE
COPY OF PURCHASE ORDERS DELIVERED TO ACCOUNTS PAYABLE
REQUESTOR SENDS SIGNED COPY OF PURCHASE ORDER TO ACCOUNTS PAYABLE VERIFYING RECEIPT (RECEIVING COPY)
COPY – ACCOUNTS PAYABLE RETAINS
CHANGE ORDERS WILL BE PROCESSED SIMILARILY WITH APPROPRIATE APPROVALS

3.2 Requisitioning basics

In order to requisition supplies, services, equipment, or furniture, the following guidelines are to be used.

1. In the Finance system, prepare a requisition utilizing awarded vendors, through a competitive solicitation, state contract, cooperative contract, approved district contract. (In order of preference)
2. Provide a complete description of goods or services including type of item and stock/model number if available
3. Designate the Receiving address
4. Include the appropriate budget code
5. Include any special delivery instructions in the text field
6. Indicate the appropriate bid number, contract number.
7. If using a discount from catalog bid, indicate if the prices include the discount. (Retain Documentation)
8. The requestor is responsible for ensuring proper discount is taken.
9. Indicate if there are any shipping and handling charges associated with the order.
10. The correct approval routing code needs to be used with the correct fund, function and object code.

The Purchasing Department Prime Directives (After the Fact Orders)

1. Approval for purchases must be made prior to purchase.
2. Request for payment without a purchase order approved by the Purchasing Department can and will become the responsibility of the person ordering the merchandise.
3. The Purchasing Department must approve purchases via a requisition and assign purchase order number before purchases are to be made.
4. Employees should not purchase materials with their own money with the intention of being reimbursed. There are no employee reimbursements unless approved by the Executive Director of Purchasing.

3.3 Requisition types

Line Item Requisition –
A line item requisition is issued to a registered vendor to "furnish and deliver" specific items stated on the purchase order. A line item requisition will specify the exact price and quantity and usually for a one-time delivery. A complete description including model or item numbers is necessary.

Open Purchase Order Request –
An open requisition is allowable for vendors that are currently an awarded vendor through a district solicitation, cooperative agreement, contract or similar approved agreement.
It is issued to a registered vendor authorizing purchases from that vendor over a period of time, so that supplies, materials or services are available on an "as needed" basis by users. During this period, the District may; purchase certain specified items from the vendor not exceeding the total dollar limit.
Information required: The time limit, a not to exceed dollar amount, the person(s) authorized to pick up (if local) products, a description of the type of goods/services, and the appropriate contract/bid number, including the bid item number and bid expiration date.
It may be required for certain vendors to have one purchase order per visit.

3.4 Vendor Punch Out – (On-line orders)

In an attempt to have fast track delivery of selected items the following vendors are available through Vendor Punch Out (VPO) which is embedded in eFinance. The user would use the eFinance system which has portals to the vendor's website. After selecting items from the Vendor site, all of the itemized information is sent back to the eFinance as a line item requisition. The Purchasing Department will convert the eFinance requisition order once approved. The following vendors are available through the Punch Out System.

- Amazon.com
- Barnes & Noble
- Business Essentials
- Dell Marketing
- Dream Ranch Office Supplies
- Grainger
- iOffice
- Kaplan Early Learning Company
- Lakeshore Learning Materials
- ODP Business Solutions
- Really Good Stuff
- School Health Corporation
- School Specialty

One of the goals of the Purchasing Department is to review and approve all requisitions within 2-3 days from the campus/department's administrative approval. In order to accomplish this goal, we request that the campus/department respond promptly to all requests for information or corrections required on a requisition (due to availability of product and pricing constraints), we need acknowledgment of the request. If there is no response to a VPO request within 7 days, the Purchasing Department may be forced to deny the requisition. Please know that we will always do our utmost to assist you.

3.45 District Credit Card Vendors

The District has secured certain retail establishments credit cards as a way of conducting business with the stores.

Hobby Lobby

A campus may request to check out a card for the entire year from Accounts Payable. Take PO, tax exempt and card to the store, shop and then go through normal checkout register.

Home Depot

A campus may request to check out a card for the entire year.

Lowe's

Contact Accounts Payable before making your requisition as they need to add the staff member to the account. Take PO, card and key fob to get 7% discount. Shop and then go through normal checkout register.

Mardel's

These cards are available for temporary check out upon request from Accounts Payable. Take PO and card, shop and then go through normal checkout register.

Sam's Wholesale Club

Limited to using Sam's Club located at 201 Golden Triangle Blvd, Keller, TX 76248

- Comment line: #024-029-01-017
- Vendor number: #0057597
- Purchase orders are for one-time purchases only. (No open purchase orders)
- Take PO and NISD District ID to the Sam's on Golden Triangle.
- BEFORE SHOPPING check in at the membership desk with the supervisor. Copy of PO and ID badge required.
- Return to the membership desk supervisor to complete the purchase
- Scan the signed receiving copy of the purchase order with receipt to accounts payable as soon as possible after the transaction. The district does not have a revolving charge and all balances must be paid in 30 days.

Tractor Supply Co.

These cards are available for temporary check out upon request from Accounts Payable. Take the PO and card, shop and then go through normal checkout register.

3.5 Change Orders

A purchase order confirms the existence of a contract between the District and the vendor. Consequently, it cannot be modified or cancelled unilaterally. Any request to modify or cancel an order must be documented and released by the Purchasing Department. This is done in the format of a purchase order change order documenting the details and reason for the change.
A change order form is contained in this manual and available on the district web site. Users may be requested to submit change orders and will be processed by the Purchasing Department.

3.6 Request to Add a Vendor

Please use the request to add vendor packet (available in this manual as well as the department website).
Please include all necessary information, including email, and phone for approval through Purchasing along with a W-9.
Vendors will be added to the system if awarded a bid or contract.

3.7 Sole Source Purchases

Definition – A purchase for a commodity or service to the only known capable supplier, occasioned by the unique nature of the requirement, the supplier, or market conditions.

There must be no other like items available for purchase that would serve the same purpose or function.

From Texas Education Code 44.031

Without complying with Subsection (a), a school district may purchase an item that is available from only one source, including:

an item for which competition is precluded because of the existence of a patent, copyright, secret process, or monopoly;
a film, manuscript, or book;
a utility service, including electricity, gas, or water, and
a captive replacement part or component, for equipment

Examples of sole source

A book, manuscript, or play available only from the publisher
OEM (Original Equipment Manufacturer) repair part
Branded Drugs

Examples of NON-Sole source items

Same book from any bookstore/broker
Copier toner, paper
OTC medications, first aid items, brand name products
Certain computer or telecommunications equipment
Any article of clothing, including uniforms, t-shirts, athletic equipment & supplies, and promotional items of any kind
Food
Most repair parts and labor agreements, instruction or teaching supplies
Hardware, hand tools, most maintenance/repair and operations items.

3.8 Spot Purchases

A spot purchase is a category of purchases that must be small in nature, dollar amount, and can be considered an emergency purpose. These purchases will count toward the $50,000 threshold per commodity and can only be classified a spot purchase by the Executive Director/Director of Purchasing.

3.9 Captive Purchases

A captive purchase is defined as a business or organization which provides services, supplies or materials that are only available through that organization.
Examples: City permits, background checks, vehicle registration / permits.

3.10 Payment Authorizations

Payment authorizations are to be used only for the following instances:

- Payment of Utilities
- Reimbursement of mileage for approved recipients.
- Payment for tuition reimbursement for specified grants.
- Pre-approved payments (minimal value)

3.11 Technology

If you plan to purchase a computer, or computer hardware please reference the available contract awards for these commodities. Please make sure your selection regarding technology hardware has been approved by the Technology Department.

A pre-approved list of hardware is available on the Technology web page.

DIR (Department of Information Resources) is an available resource when the desired item cannot be procured through an NISD bid award.

3.12 Technology – mobile applications

Contact Technology Department for purchasing procedures

4.0 Quotations (items not available on bid or through a cooperative)

4.1 Quotation types

There are basically two types of quotations.

Fixed item/time quotes - These are quotes for a particular item(s) and will expire within a short amount of time. These are good for a single use.

Time/Not to exceed quotes. These are quotes for a variety of items in a single category, prices are obtained for those items or sample of items and an quotation award is based on a period of time (i.e. 6 months) and a cumulative not to exceed dollar amount (i.e. $10,000).

4.2 Quotation procedures

Purchases between $10,000 and $50,000

1. Originator forwards to Purchasing an Inquiry with details
2. Purchasing/Requestor solicits a minimum of three (3) written quotes (preferably using e-Bid system by Purchasing Staff).
3. Purchasing will forward the approved results and award information to Originator.

Purchases between $3,500 and $10,000 (micro-purchase) EDGAR–Federal Funds

1. Originator forwards to Purchasing an Inquiry form (email, requisition, etc.) and quotations the Originator as already received.
2. Purchasing may solicit additional quotes, but a minimum of three (3) quotes is needed.
3. Purchasing will review the quote/s and provide a quotation number to the Originator if needed.

Purchases below $3,500

The Executive Director of Purchasing or Director reserves the right to request quotations or obtain quotations based on professional judgment.

Quotations (other guidelines)

Not less than 3 days from time of request of quotation to the deadline for receiving.

Quotations should be written. When using verbal quotations, details should be recorded on the requisition.

Closing times for quotations are given some tolerance if unusual or unforeseen conditions warrants a delay, such as additional information or specifications are required.

Quotations will be awarded based on the most responsible vendors submitting the lowest, most responsive quote meeting the needs of the district and user campus or department.

Quotations will be assigned a quote number if needed to be used as reference on the requisition and a log will be maintained by the Purchasing Department.

A summary of quotations along with the quotation is maintained in the Purchasing Department

5 Contracts

5.2 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 (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 it 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 the Purchasing Department should be contacted as soon as possible.
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 vendors 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 selects a proposal.

5.3 Contract Signatories

Contracts exceeding $100,000 per year will be taken to the board of trustees for approval under the consent agenda.

District Policy allows for contracts to only be signed by the Superintendent, the Chief Financial Officer or the Executive Director of Purchasing.

5.4 Request to Process Contract Form

A processing contract form must be completed and emailed to the purchasing department to begin the contracting process.

The key information required on the form is:

- Budgetary approval
- Budget information (account code)
- A complete description of services being provided
- Desired results if possible
- Vendor/consultant information (including name, phone, email, etc.)
- Term of agreement, dates
- Agreed Dollar amount (does it include expenses?)
- Name of requestor (for questions)

The consultant can provide his/her contract for consideration. It may be used in conjunction with the standard district contract.

If the district's independent Contract agreement is being used, only the Processing form needs to be submitted. The department will obtain digital signatures from the vendor using Docu-Sign software.

5.5 Consultant Contracts

A consultant is an independent contractor, not an employee that offers services to the public. A consultant usually maintains an office and usually provides the equipment and materials necessary for completing or performing a service. A consultant is paid on a fee basis for specialized services that are usually considered to be temporary or short-term in nature, normally in areas beyond the expertise of the employing entity's employees.

Consultants hired to perform a service will execute a written contract acceptable to the District, prior to the performance of the service. The district in most cases will utilize its own contract. The Purchasing Department will assign a contract number and notify the user/requestor so that a purchase requisition (referencing the contract number can be issued) The Purchasing department will maintain a log of all contract numbers.

5.6 Determination of Independent Contractor Status.

Risk of Profit or Loss – Independent contractors realize a profit or sustain a loss based on their success in performing the work or service.

Continuing Relationship – The relationship between an independent contractor and employer ends when the job is done.

Compliance with instructions - Independent contractors cannot be told when, where, or how to do the job.

Training – Independent contractors do not go through any type of instructional training period with a more experienced employee to learn how to do the job. Independent contractors specialize in the field in which they have been employed and do not require training.

Control over the hiring, supervising, and paying of assistants – Independent contractors maintain control of their assistants. The employer contacts the independent contractor if there is a problem, and the employer pays the independent contractor for the work done. The independent contractor then pays the assistants directly.

Set hours of work – An independent contractor sets working hours.

A full-time work requirement – An independent contractor has the availability to work for more than one client, and for more than one firm.

Availability – An independent contractor makes services available to the public on a regular and consistent basis.

Works off premises. – An independent contractor works off premises unless the nature of the services requires attendance on district facilities

Required work sequence- an independent contractor does not need to be told the sequence of work needed.

Requirement of reports – The independent contractor is not required to submit oral or written reports.

Payment by the hour, week or month – An independent contractor is paid in a lump sum fee basis when the job is done. An invoice must be generated to substantiate the payment.

Payment of business or travel expense – An independent contractor is responsible for his/her own travel expense. If paid, the employer must include the expense amount on the independent contractors 1099.

Furnishing of tools and materials – An independent contractor has the necessary tools and materials to do the job.

Employer's discharge rights – an independent contractor cannot be terminated as long as he/she is fulfilling the contract.

Workers termination rights – An independent contractor may be held financially responsible for any loss the employer may suffer due to an incomplete inaccurate or unsatisfactorily completed contract.

5.7 Lease Rental Contracts

Any contract for rental must contain a cancellation provision and must be renewed by the issuance of a new Purchase Order for each fiscal year.
Each contract must be approved by the Executive Director of Purchasing

Any contract for lease must contain non appropriations clause and must be renewed by the issuance of a new Purchase Order for each fiscal year.
The lease must be approved by the Executive Director of Purchasing

5.8 Service contracts

All services that are to be contracted for a specified period of time should be submitted to the Purchasing Department to generate a contract protecting the interests of the district. A contract number will be assigned and given to the user/requestor to reference on the purchase requisition. The Purchasing department will maintain a log of all contract numbers. The user/requestor should detail as much information regarding the contract and its services on the requisition regardless of a contract being generated.

5.9 Contracts List

A list of current, effective contracts by number, title, and requesting school/department is maintained in the e-bid system by the Purchasing Department.

5.10 Background Checks

In accordance with SB9 requirements, if a contract request will have the contractor having unsupervised direct contact with students, the Risk Management Department will conduct background/fingerprinting.

5.11 Insurance Certificate Requirements

The Purchasing department coordinates with the Risk Management Department for the verification of insurance, determining if coverage meets district requirements. In almost all circumstances if a vendor/contractor is performing services on school property insurance certificates will be required and documented with agreement.

6 Cooperative purchasing

The District has cooperative agreements/ resolutions with the following agencies to be used when district bids and contracts do not meet the need. The web sites are listed and also have links on the Purchasing Department web page.

6.2 Texas Procurement and Support Services (TPASS)

The Texas Procurement and Supports Services (TPASS, sometimes referred to as "State contracts"), was formerly known as The Texas Building and Procurement Commission (TBPC), or as the General Services Commission (GSC). They are also responsible for the TXMAS (Texas Multiple Award Schedule).

www.window.state.tx.us/procurement/

6.3 Omnia Partners (formerly TCPN, National IPA & U.S Communities)

The Cooperative Omnia Partners acquired TCPN, National IPA and U.S. Communities and is a valuable resource for a multitude of commodities the district may obtain. Contracts still exist with each of the individual entities under the Omnia Partners umbrella

www.omniapartners.com

6.4 Buyboard (TASB)

The BuyBoard is sponsored by the Texas Association of School Boards and is a cooperative agreement available to the school district. It has a variety of contracts from School buses to Athletic Equipment.

www.buyboard.com

6.5 Houston-Galveston Area Council (HGAC)

The Houston-Galveston Area Council (H-GAC) is a cooperative the district belongs to that is more specialized for construction related equipment. It is a valuable resource for vehicles, etc.

www.h-gac.com

6.6 Department of Information Resources (DIR)

The Department of Information Resources is part of the TPASS and excellent source for computer software, and computer related equipment supplies.

IT Solutions and Services | Texas Department of Information Resources

6.7 TIPS

TIPS (The Interlocal Purchasing System) is a purchasing cooperative out of Education Service Center, Region 8.

TIPS-USA

6.8 Goodbuy

The Purchasing Program of the Education Service Center, Region 2 is a purchasing cooperative available.

Goodbuy Purchasing Cooperative (ionwave.net)

6.9 PACE

The Purchasing Association of Cooperative Entities is a purchasing cooperative available out of Education Service Center, Region 20.

PACE Purchasing Cooperative (esc20.net)

6.10 NCPA

The National Cooperative Purchasing Alliance is a leading national government purchasing cooperative available.

www.ncpa.us

6.11 Choice Partners

Choice Partners purchasing cooperative is a part of Harris County Department of Education and has a variety of contracts available.

Available Contracts | Choice Partners Cooperative

6.12 Region 1 ESC

Education Service Center Region 1 has a purchasing cooperative available to use.

Purchasing / Region One Purchasing Cooperatives Overview (esc1.net)

6.13 Denton County

Denton County has a purchasing cooperative available to use.

Purchasing | Denton County, TX

6.14 Tarrant County

Tarrant County has a purchasing cooperative with available contracts to use.

Cooperative Purchasing Information (tarrantcountytx.gov)

6.15 EPCNT

EPCNT (Educational Purchasing Cooperative of North Texas) is a purchasing alliance consisting of over school districts in Education Service Center Region 10 & 11) Members elect to make their bid awards available to other school districts provided the vendors accept during the bid process.

https://epcnt.esc11.net/

6.16 CTPA – Central Texas Purchasing Alliance

CTPA – Central Texas Purchasing Alliance is a purchasing alliance consisting of school districts in the Austin and San Antonio areas, as well as districts across the state. Members elect to make their bid awards available to other school districts that are members of the alliance.

TXCtpa.org

6.17 PCA – Purchasing Cooperative of America

PCA (Purchasing Cooperative of America) is administered by Region 3 ESC and has a variety of contracts available to be used.

1st Box: Current Contracts - 2nd Box: Contracts by Commodity/Service - 3rd Box : Awarded Vendors: Alphabetically | PCA (pcamerica.org)

6.18 Allied States Purchasing Cooperative

Allied States Purchasing Cooperative is administered by Region 19 Education Service Center and has a good selection of contracts available to member districts.

Vendors - Purchasing Cooperative - Education Service Center - Region 19 (alliedstatescooperative.com)

6.19 Sourcewell (formerly NJPA – National Joint Powers Alliance)

Sourcewell, formerly known as NJPA – National Joint Powers Alliance is a national cooperative with a variety of contracts that can used by its members.

Search Sourcewell Awarded Contracts & Vendors | Sourcewell (sourcewell-mn.gov)

6.20 Region 11 Cooperative

Region 11 Education Service Center has its own purchasing cooperative and has a few contracts that are available to members of Region 11 which includes NISD.

www.esc11.net/domain/685

6.21 1-GPA

1GPA – 1 Government Procurement Alliance is a nonprofit National governmental purchasing cooperative allowing schools to take advantage of existing contracts.

www.1gpa.org

6.22 TCI – Texas Correctional Industries

TCI – Texas Correctional Industries has a variety of products that are available for governmental entities to order and use. Items include chairs and seating, signs, soaps and detergents and other useful items.

www.tci.tdcj.state.tx.us

6.23 TIBH – Texas Industries of the Blind and Handicapped (now known as WorkQuest

TIBH - Texas Industries for the Blind and Handicapped is administered through Stephen F. Austin State University, it is a central non-profit agency that links community rehabilitation centers and the Texas Council on Purchasing from People with Disabilities in support of the Texas State Use program. There a variety of goods available.

Sfasu.edu/purchasing/1803.asp

7 Areas of Concern

7.2 Program Incentives and Awards

Program incentive and awards are an important part of conducting district activities. However, schools should examine closely the type of incentives or awards given to students for program participation in order to ensure the award or incentive does not appear to be a gift.

Gifts, or items that appear to be gifts are prohibited by the state constitution.

Reasonable awards and incentives for participation include such items as certificates, plaques, ribbons, small trophies, or inexpensive instructionally related items such as pens/pencils to be used in the classroom

8 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.

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 a previous order which the vendor re-enters for shipment at a later date.

Bid A response to a specified request for goods or services. 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 his 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.

Caveat Emptor "Let the buyer beware": The sale is at the buyer's risk.

Caveat Venditor "Let the seller beware": In some cases, the vendor is liable to the buyer if the goods delivered differ in kind, quality, use and purpose from those specified in the contract of sale.

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

Change Order A purchaser's document used to modify 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 bids, requests for proposal, Cooperative contracts, Texas Procurement and Support Services contracts, Federal GSC contracts (TXMAS), and inter-local government contracts.

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.

Expediting "Follow-Up" Tracing the status of an order to ensure efficient movement of goods to the School or Department in accordance with the terms of the Purchase Order.

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 and terms of sale.

Knocked Down (k.d.) a term to indicate that the article described is delivered unassembled. When an article is shipped "k.d.", it must be reduced in size by one third or as specified in the carrier's tariff to be eligible for the applicable freight rate.

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 Seller's classification of a buyer whose purchases are incorporated into a product he manufactures, usually without changing the item he acquires.

Payment Bond 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 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.

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 Requisition A formal request made to the 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 that states the current price of a commodity. For the District, it is primarily used for purchases between $2,000 and $25,000.

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 This is a receiving department document used to inform others 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 proposals are advertised and 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.

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

Sealed Competitive Proposal A term coined by the state to identify proposals dealing with construction. The term sealed is used to indicate that the proposals are not to be made available for public review. In reality this proposal is no different than the standard RFP.

Separate, Sequential, and Component Purchases Dividing a purchase into several parts or buying parts of a system on separate orders avoid having to use competitive pricing mechanisms to purchase goods and services.

Specification A comprehensive and accurate statement of the technical requirements descriptive of a good or 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 store's 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 of 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 of another party?

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

9 FAQ

FAQ'S – Frequently Asked Questions

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1. **Is it possible that payment can be made before I receive the merchandise?**
   Yes, but prior approval from the Chief Financial Officer or Executive Director of Purchasing is required and a purchase requisition and purchase order must be issued. The requisition must have the words "Prepayment required" with an explanation in the text field.
2. **Can I purchase the items I need and then be reimbursed?**
   No. Unless prior approval from the Chief Financial Officer or Executive Director of Purchasing is obtained, the individual can be personally responsible for paying the vendor.
3. **May I ask a vendor to hold an item for me in anticipation of a forthcoming purchase order?**
   No, District policy states that only the purchase order has the authority to obligate District funds. Individuals will be required to pay for any item(s) placed on hold.
4. **Is it possible to purchase an item without a purchase order?**
   Any individual who obligates District funds not in accordance to the approved purchasing procedures can be solely responsible to pay the vendor.
5. **May I accept merchandise on a consignment basis?**
   No. The District will not assume the responsibility of the goods being damaged, stolen, or broken. The individual that authorizes the equipment to be on campus will be responsible for the payment of the equipment if anything should happen.
6. **May I preview films, books or other curriculum and then decide to purchase the item?**
   No. All preview films; books and curriculum require a purchase requisition and purchase order. If it is decided that the item is not required, the user is to submit a change order canceling the purchase order and return the item to the vendor.
7. **May I adjust the quantities on a purchase order?**
   No. Any adjustment(s) will be treated as a purchase without a purchase order. A change order must be submitted and approved.
8. **May I adjust the description on a purchase order?**
   No. Any adjustment(s) will be treated as a purchase without a purchase order. A change order must be submitted and approved.
9. **How do I cancel a purchase order?**
   Indicate to Accounts Payable the PO will need to be closed.
10. **Can I purchase personal property for awards and recognition?**
    No, personal property purchased can be considered a gift and not allowable according to the state constitution.
11. **What can be purchased as an award or recognition for a student?**
    Reasonable items such as certificates, plaques, ribbons, small trophies or inexpensive instructionally related items such as pens/pencils to be used in the classroom.
12. **What can be purchased as an award for an employee?**
    Reasonable items such as certificates, plaques, ribbons, small trophies, lapel pins can be purchased, but should be done with discretion
13. **What do I do for contract renewals?**

Whenever renewing an existing contract, please complete the Contract Agreement Processing Form which is available on the purchasing website. Please indicate "renewal" on the form and include any changes to the existing contract and forward to the Purchasing Department. Once approved, you will be notified of the contract number to use on a requisition.

14. When do I need a contract?

Anytime a service is being provided, equipment is being rented or leased.

15. Where do I find the Bid number or bid name?

Go to the purchasing department web site and click on a link titled "APPROVED VENDORS". Here you can search by bid/contract number, bid/contract title, supplier, or commodity.

16. How do I get a copy of bid award?

Go the purchasing department web site and click on the "BID INFORMATION/summaries/active awards" and it will provide a list of bid awards that are available for download in PDF format. If it is not listed, please contact the Purchasing Department for a hard copy or email.

17. How long does it take to process a requisition?

Normally the purchasing department tries to process requisitions in an expeditious manner. There are circumstances that can increase or decrease our efficiency. However, the district tries to process in 2-3 days from date of final prior approval (director or campus).

18. How do I know the status of a requisition?

In eFinance, query the requisition, if the status field has an O that means it is OPEN that no one has approved it: P means that it has been partially approved, A means that it has been fully approved and there should be a corresponding Purchase Order after conversion.

19. Am I obligated to use a bid vendor if other vendors may be less expensive?

A bid vendor has a binding contract with the district and is entitled to some rights with this contract, such as "right of first refusal". If prices obtained from non-bid vendors are significantly lower, there are options under the contract and bids special terms and conditions that allow the district to routinely gauge the market price, if the market price is significantly lower; the vendor has the option of lowering his agreed upon price or refusing and possibly losing the bid award. There are always circumstances that must be investigated.

10.0 Forms

New Vendor Packet (New Vendor Form, W-9 Form, COI)

Vendor Performance Report

Purchase Order Change Form

Independent Contract Packet

Certificate of Interested Parties Form 1295

NISD Edgar Certifications

Please go to www.nisdtx.org/departments/purchasing/forms to download any of these forms

11.0 District Policies

Can be found on the District website (About / Board of Trustees / Policies and Regulations / Policy Online

https://pol.tasb.org/Home/Index/391

CDB – Legal

CH - Legal

CH - Local

CH – Regulation

CHE – Legal

CHG – Legal

CHH – Legal

CI – Legal

CI – Local

CJA – Legal

CJA – Local

CQ – Legal

CQ – Local

CV – Legal

CV – Local

CVA – Legal

CVA - Local

CVB - Legal

CVB - Local

CVC - Legal

CVD - Legal

CVE - Legal

CVF - Legal

DBD - Legal

DBD - Local

12. Travel Program

District travel must be approved by the appropriate administrator through the regular approval processes.
Approved travel that requires airline and/or hotel reservations can be booked through the travel agency. Contact the travel agency at 972-735-8043 or by email vchristine@artatravel.com for air & hotel requests.

The travel agency will confirm air and hotel reservations with the district's credit card. Separate purchase orders to U.S. Bank are required for air and hotel reservations.

Airline confirmations from the travel agency and the signed purchase order should be returned to the purchasing department on the day the ticket is purchased.

Hotel folio (receipts) and the signed purchase order should be returned to the purchasing department at the completion of travel within three business days.

Rental car will require a purchase order to the vendor preferably Enterprise. Present the purchase order to the vendor on day of pick up. The traveler will return the rental car receipts and signed purchase order to the accounts payable department.

It is imperative that receipts and signed purchase orders are returned in a timely manner to avoid any late fees. Late fees will be assessed to the responsible department budget.

Travel Cancellations/Modifications

Cancellations/modifications will be the responsibility of the employee except when necessitated by the district.

Expenses incurred due to the traveler's discretion will be paid by the traveler. A written explanation of circumstances canceling/modifying travel must be submitted to the employee's administrator/program manager. The administrator/program manager should sign the written notification and forward to the program administrator. A money order/cashier check from the employee, payable to U.S. Bank, should accompany the signed notification.

Reimbursable Travel Expenses

All other eligible, approved travel reimbursements will follow the NISD Financial Services Procedures Manual and NISD Activity Funds Procedures Manual.

All reimbursement requests must be submitted with proper approval, using the approved Travel Expense Report/Requisition with original, itemized documentation of expenses found on the Financial Service's webpage.

Reimbursements for travel expenses made with personal funds will not occur until the travel is completed.

Personal Expenses

All personal expenses, such as laundry, movies, pet fees, long-distance phone calls, room upgrades etc., will be charged to the traveler's personal credit card and must be settled with the vendor by the employee at check-out.

Additional nights for personal reasons will be the responsibility of the traveler.

Rental car costs associated with deviations from the required travel plans, such as pre- or post-personal days shall be paid by the traveler.

Non-employee Travel

Northwest ISD will not reimburse travel expenses incurred by a spouse, family member and/or other non-district employee accompanying an employee on business unless they are required to be in attendance.

Additional expenses incurred by individuals other than employees and required attendees shall be paid by the employee. **All original, itemized receipts must be separate.**

Lost Receipts

If a receipt(s) is lost, the cardholder must obtain a duplicate from the vendor or provide a missing receipt form with an explanation. If it is an ongoing issue the purchasing department may require a **money order or cashier check** payable to U.S. Bank at the time of reconciliation.

Misuse of Travel Program

Anyone suspecting fraudulent use of the travel program should report this immediately to the purchasing department. Employees who violate the travel program may be subject to disciplinary measures, including loss of purchasing privileges, termination and/or criminal prosecution.

Local District Guidelines

The local district guidelines shall apply to all travel expenses regardless of funding source for in state and out-of-state travel. The immediate supervisor should approve all anticipated travel costs. All anticipated travel costs shall be encumbered to the appropriate budget account code(s) before any travel-related costs are incurred by the district or traveler.

Tax Exemption

Northwest ISD is a tax-exempt organization and does not pay Texas sales tax. It is the traveler's responsibility to present the Hotel Occupancy Tax Exemption Certificate and Texas Sales & Use Tax Exemption Certificate at the time of check-in. If the traveler fails to present the certificate, the traveler shall reimburse the district for the unallowable tax expense.

Section 13

NORTHWEST ISD
Food Service Department

Code of Conduct
Effective September 1st, 2019

This Code of Conduct has been created to establish and maintain effective oversight over the Northwest ISD Food Services Department's financial management system that provides reasonable assurance that the Northwest ISD is managing the program in compliance with all federal, state, and local regulations and terms and conditions of the program award and; To establish and maintain effective oversight over those definitive actions related to the procurement process, establish standards of ethical conduct for procurement actions, and provide full and open competition in all procurement actions.

Northwest ISD – Food Service Department
Code of Conduct

As representatives of the Northwest ISD Food Service Department, all employees are expected to conduct themselves in a professional and ethical manner, maintaining high standards of integrity and the use of good judgment. Employees are expected to be principled in their business interactions and act in good faith with individuals both inside and outside the Northwest ISD. The following Code of conduct shall govern the performance, behavior and actions of the Northwest ISD Food Service Department, including employees, directors, officials, or agents who are engaged in any aspect of procurement, including – but not limited to – purchasing goods and services; awarding contracts; or the administration and supervision of contracts.

CODE OF CONDUCT

- No employee, directors or agent of the Northwest ISD Food Service Department shall participate in the selection, award or administration of a bid or contract supported by federal funds if a conflict of interest is real or apparent to a reasonable person.

- Conflicts of interest may arise when any employee, directors or agent of the Northwest ISD Food Service Department has a financial, family or any other beneficial interest in the vendor selected or considered for an award.

- No employee, directors or agent of the Northwest ISD Food Service Department shall award contracts to, or show favoritism toward a member of his/her immediate family, spouse's family or to any company, vendor or concern who either employs or has any relationship to a family member; or award a contract or bid which violates the spirit or intent of Federal, State and local procurement laws and policies established to maximize free and open competition among qualified vendors. Those circumstances where interests, financial or otherwise, are not substantial or are within the limits of applicable Federal, State and local laws and the policies and procedures of the Northwest ISD, the Superintendent's Cabinet shall determine whether the conflict is material under the circumstances.

- The Northwest ISD Food Service Department employees, directors, and agents will not solicit gifts, including but not limited to travel packages or other incentives, and/or donations from prospective contractors. However, incentive language may be included as part of the competitive procurement (formal bid and request for proposal) solicitation language to acquire the most favorable terms for the operation and benefit of the non-profit food service account. Such incentives include but are not limited to volume rebates, timely payment discounts, program promotion assistance, upfront savings, etc…

INCENTIVES, GRATUITIES, OR KICKBACKS

- In accordance with the State of Texas Department of Agriculture (TDA) "Administrative Review Manual" (ARM) Section 16, 16.18, Northwest ISD Food Service Department employees; officials; agents acting on the Northwest ISD Food Service Department behalf; any member of the immediate family of the Northwest ISD Food Service Department employee, officer, or agent acting on the Northwest ISD Food Service Department behalf; or business partner of the employee, officer, or agent acting on Northwest ISD Food Service Department behalf cannot accept anything of value from a vendor. Incentives, gratuities, or kickbacks include, but are not limited to, personal gifts or gratuities that may be construed to have been given to influence the purchasing process.

- Although such practices may be accepted in the private sector, giving and receiving gifts in the public sector may constitute a violation of law. Gift to a Public Servant is a Class A misdemeanor offense if the recipient is a government employee who exercises some influence in the purchasing process of the governmental body.

- A Northwest ISD Food Service Department employee or former employee must not knowingly use confidential SNP information for the actual or anticipated personal benefit or benefit for any person or entity.

- Northwest ISD will apply disciplinary actions for violations of above stated standards by Northwest ISD Food Service Department employees, officers, or agents acting on the Northwest ISD Food Service Department behalf.

- Northwest ISD Food Service Department will provide guidance to each employee, officer, or agent acting on the Northwest ISD Food Service Department's behalf at the time of hire on how to avoid undue influence. The Northwest ISD Food Service Department will offer training and provide all employees, officers, and agents acting on behalf of Northwest ISD Food Service Department a copy of Northwest ISD's Employee Manual that addresses professional and ethical standards.

- Northwest ISD Food Service Department requires any employee, officer, or agent acting on behalf of Northwest ISD Food Service Department to disclose in writing any possible situations where there is an appearance of incentives, gratuities, or kickbacks being received.

- Northwest ISD will consult with their attorney or legal counsel if there is a question about whether a specific situation is a conflict of interest.

BENEFITS RECEIVED

- Northwest ISD Food Service Department employees; officials; agents acting on the Northwest ISD Food Service Department behalf; any member of the immediate family of the Northwest ISD Food Service Department employee, officer, or agent acting on the Northwest ISD Child behalf; or business partner of the Northwest ISD Food Service Department employee, officer, or agent acting on Northwest ISD Food Service Department 's behalf must not solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

- When incentives are offered by the contractor and accepted by an individual, the incentive must become the property of Northwest ISD Food Service Department. Under no condition can the incentive become the property of an individual. The Northwest ISD Food Service Department use the following written procedures on how it will avoid unallowable practices based on benefits received:
    - CBB(Legal) Under Crimes and under Conflicts of Interest
    - CH(Legal) Under Conflict of Interest
    - CB(Local) Under Gifts and Gratuities
    - CAA(Local) Under Federal Awards Disclosure
    - DBD(Local) Under gifts, endorsements and sales
    - CB(Local) Gifts and Gratuities

CERTIFICATION REGARDING LOBBYING

Lobbying certification requirements are applicable to grants, sub-grants, cooperative agreements, and contracts exceeding $100,000 in federal funds.
Northwest ISD Food Service Department uses the following procedures

- **Documentation**: Northwest ISD Food Service Department will take actions to ensure that the proper documentation is prepared, shared as required, and retained.
- **Use of Funds:** Northwest ISD Food Service Department requires that federal funds must not be paid by or behalf of the Northwest ISD Food Service Department to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

DEBARMENT AND SUSPENSION

Northwest ISD and their subcontractors must not make or permit any award, sub-award, sub-grant, or contract with an individual or entity that is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs, per the TDA Administrative Review Manual (ARM), Section 16.20.

- Northwest ISD Food Service Department will Include the following debarment and suspension certification in every written agreement with subcontractors:
  Aramark certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in

this Agreement by any federal department or agency or by the State of Texas. Aramark shall immediately provide written notice to Northwest ISD Food Service Department if at any time Aramark learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Northwest ISD may rely upon a certification of a subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous.

- Northwest ISD Food Service Management Department will require the subcontractor to sign and submit the TDA form entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts (H2048)12" and maintain the signed form with its contract record.

- Northwest ISD Food Service Management Department will print the page from the System for Award Management (SAM) which indicates the subcontractor is not presently debarred or otherwise excluded from participation in the contract by any federal department or agency or by the State of Texas and will maintain that document on file with the contract documents. The System for Award Management can be accessed at www.sam.gov/portal/SAM/#1

STAFF PURCHASE OF ITEMS ON AWARDED CONTRACTS

Northwest ISD Food Service Management Department does not allow any employee, officer or agent acting on behalf of Northwest ISD Food Service Management Department to take advantage of Northwest ISD Food Service Management Department's procurement by purchasing off an awarded contract.
Per the ARM, Section 16.22, Confidentiality and Program Integrity, this type of activity as actually accepting the cash difference between the bid or discount price and the amount the individual would have paid for the item in the regular retail market. This is a financial incentive. When an individual pays for the purchase, the payment does not remove the financial incentive. Even if the contractor were to charge retail price, the individual would still be receiving the convenience of a personal delivery and would be accepting a favor from the contractor—therefore, this is an unallowable practice.

CONTRACTING WITH PERSONS AND COMPANIES FOR ASSISTANCE IN DEVELOPING A SOLICITATION

Per the ARM, Section 16.22, Confidentiality and Program Integrity, when acquiring goods and services, contracting entities (CEs) may contract with agents or companies that provide technical information in drafting procurement specifications and/or technical requirements. This provision is intended to encourage program administrators to obtain information from as many sources as possible to assist them in drafting procurement documents.

- Potential Offerors or Interested Parties Involved in Developing a Solicitation Northwest ISD Food Service Management Department will not accept a contractor or other interested party's offer if the contractor or other interested party assisted with or drafted the procurement specifications and/or technical requirements, procedures, or documents.

FOOD TAKEN FROM SCHOOLS

Northwest ISD Food Service Management Department does not allow any employee, officer, or agent acting on behalf of the Northwest ISD Food Service Management Department to take food or leftover food (including milk) from the premises for personal use, personal gain, or benefit to another person or entity.

Northwest I.S.D
FOOD SERVICE DEPARTMENT
PROCUREMENT PROCEDURES MANUAL

Northwest ISD

Food Service Department

PROCUREMENT PROCEDURES MANUAL

Effective September 1, 2019

This Procurement Procedures Manual (2 CFR 200.318) has been created to ensure that all purchases made with the Child Nutrition (CN) Federal Funds are in compliance as regulated by all Federal, State, and Local written policy.

Northwest ISD uses the following resources for all procurement methods:
Super Circular 2 CFR part 200
Texas Department of Agriculture's (TDA) "Administrative Review Manual," Section 16 and 17
Education Department Guidelines and Regulations (EDGAR)

The following standards will be applied to all procurement methods. Solicitations will…:

(1) Allow for "full and open" competition
(2) Be handled with integrity and fairness to all potential bidders
(3) Award responsive and responsible contractors
(4) Be fully documented to allow for complete transparency and follow the 5-years record retention requirement

Northwest ISD allows the Food Service Department to participate in the following:

(1) Agreements
   a. Inter-governmental agreements (operator-only/ESC)
   b. Third Party Cooperatives
   c. Agents

(2) Informal Purchases
   a. Micro-Purchase: any purchase that does not exceed the State threshold of $10,000.
   b. Small Purchase Acquisition: any purchase that exceeds $10,000 but is not greater than the State threshold of $50,000.
   c. Northwest ISD does not have a more restrictive Small Purchase threshold.

(3) Formal Purchases
   a. Competitive Bid
   b. Competitive Proposal (RFP-Request for Proposal)

c. Non-Competitive Proposal. TDA “pre-award approval” required

Northwest ISD will use the following 4 phases of procurement:

(1) **Planning**. Below is a list of the first steps that will be taken prior to any purchase.
   a. What is needed in the way of product/products and/or services?
   b. When are the products or services needed?
   c. What is an estimated cost of the products or services needed? Multiple resources will be used to determine an “estimate” of the value or cost. The cost/price analysis will be used to determine the most appropriate procurement method.
   d. How will we pay for the products and/or services?

(2) **Forecasting**
Below is a list of the resources to be used for forecasting our needs.

   a. We will review our past program to determine if the products or services were used in the previous program year.
   b. Current program needs will be assessed, and product amounts and/or service needs will be determined.
   c. Upcoming program years will be considered regarding future needs and possible renewal or extensions of contracts if necessary.

(3) **Soliciting**
The following general steps will be taken to start the solicitation process. Each procurement method is more specifically outlined later in this manual.

   a. Based on the cost/price analysis in our planning phase, the most appropriate procurement method will be used.
   b. A general specification with details will be written to document the product or service needed.
   c. Terms and conditions of the contract will be outlined and reviewed to ensure the solicitation clearly describes our needs and deliverables required.
   d. Each solicitation will include the following information:
      i. Deadline (date and time) the quotes or responses are to be received.
      ii. The method the quotes or responses are to be submitted and to whom.
      iii. Evaluation criteria, if any is used, clearly outlined to include scoring rubric.
      iv. Date and time by which the solicitation will be awarded.
      v. Term of the contract and if any renewals or extensions will be allowed.
   e. Research will be done to identify potential suppliers.

(4) **Awarding**
Based on the procurement method, the following general processes will be used:

   a. A winner will be selected using the following methods.
      i. Equitable distribution for all Micro-Purchases.
      ii. Low bid winner for Small Purchases and IFB’s.
      iii. A single winner through evaluation criteria for Small Purchases and RFP’s.
      iv. Pre-award approvals must be obtained from TDA for any solicitation that is deemed non-competitive or sole source.

v. Multiple winners are selected for RFP's when a "line-item" award approach is taken to procure the best price for each product specified in the solicitation.

(5) **Contract Management**

The following items will be monitored during the life of an awarded contract.

a. Quantities specified are made available and delivered.
b. Delivery times and schedules are being met per contract terms.
c. Product deliveries and/or services are occurring at the correct location if multiple locations are part of the awarded contract.
d. Products and/or services meet the specifications as described in the solicitation.
e. Substitutions of products are being handled as outlined in the Terms and Conditions and are adequate to the specified product.
f. Vendor response time to product or service issues is appropriate in regard to each situation, if any.

PROCUREMENT METHODS: INFORMAL AND FORMAL (2 CFR 200.320)

Northwest ISD will follow the below steps with each procurement method.

(1) **Micro-Purchases**

The micro-purchase method is an "Informal Procurement Method" for purchases where the aggregate value in a single transaction is at or below $10,000. This enables the District to purchase supplies or services without soliciting competitive quotes if the school considers the price reasonable. The district may purchase products and/or services that are similar or dissimilar, purchased as a single or collective unit.

a. All unplanned, non-routine purchases with an aggregate total that do not exceed the threshold of $10,000 are allowed (2 CFR 200.67) and will include:
    i. Documentation that explains the reason for the purchase and vendor name.
    ii. List of items or services purchased.
    iii. Receipt.
    iv. All documentation will be kept with payment documents in A/P
b. Types of Micro-Purchases allowed:
    i. Emergency and/or equipment repair parts
    ii. Small to medium catering events
    iii. Emergency food shortages
    iv. Staff training and travel expenses
    v. Small kitchen equipment purchases
c. The following employee positions have permission to make a Micro-Purchase:
    i. Food Service Supervisor and Specialist
d. Eligible vendors.
    i. Equitable distribution of purchases will be made to all suppliers within appropriate proximity to the district's school sites
    ii. Only district-approved and qualified suppliers
e. Payment for Micro-Purchases.
    i. Purchase Order will be issued by Purchasing Department
    ii. Payment will be made via check by Accounts Payable Department

(2) Small Purchases

The small purchase method is an "Informal Procurement Method" for purchases that exceed the micro-purchase threshold but have an aggregate amount no greater than the Simplified Purchase Acquisition threshold of $50,000. The district must contact a minimum of 3 potential suppliers and attempt to get a minimum of 2 quotes.

a. Based on the determination through a cost/price analysis that a purchase will exceed the Micro-Purchase threshold (2 CFR 200.67) but will not exceed the State's/District's Simplified Purchase Acquisition (Small Purchase) threshold of $50,000
b. Allowable types of Small Purchases:
    i. Single/one-time purchase with an aggregate amount between $10,000<$50,000
    ii. Multiple purchases of same or similar products and/or services from a prime vendor during the fiscal year with an aggregate amount between $10,000<$50,000
c. Northwest ISD will use the following steps to make a Small Purchase (2 CFR 200.320 [b])
    i. Identify potential suppliers; whom to contact for bids; what is available on the market.
    ii. Write the product and/or service specification to include details but not restrictive as to exclude competition.
    iii. Draft the solicitation to include contract terms and conditions, invoice methods, delivery and/or service requirements, duration of contract, and evaluation criteria if any is being used with the scoring rubric.
    iv. Contact a minimum of 3 vendors (if possible) and provide each one with the same information to include all details of the solicitation. Emailed or faxed documents is the preferred method, but verbal delivery of solicitation details is allowed.
    v. Document vendor responses to include:
        1. Vendor name and contact with email address and phone
        2. Contact method
        3. Price quoted to include the date received
        4. Duration of the price quote
        5. If less than 3 quotes are received, explanation of why this occurred will be included in the documentation
    vi. Award will go to the most responsive and responsible vendor with the lowest price or highest evaluation score if used. A responsive vendor is one whose response conforms to all the material terms and conditions of the solicitation. A responsible vendor is one whose financial, technical, and other resources indicate an ability to perform the services required.
    vii. All documentation will be kept in a file labeled "Small Purchase Acquisitions"
d. The following employee positions have permission to make a Small Purchase:
    i. Child Nutrition Supervisor and Specialist
e. Eligible vendors.
    i. All suppliers that have been identified as potential bidders
    ii. Only district-approved and qualified suppliers
f. Payment for Small Purchases.
    i. Purchase Order will be issued by Purchasing Department

ii. Payment will be made via check by Accounts Payable Department

(3) Capital Expenditures

Texas Department of Agriculture (TDA) requires a CE to get pre-approval on expenditures for food service equipment or alterations to equipment, only if the total equipment "per unit" cost is greater than $5,000.

a. Northwest ISD will submit a request for approval prior to purchasing the item via email to TDA including:
    i. District Name, CE ID, and contact information (phone and email address)
    ii. Description of the equipment, including the purpose and how it supports the operation or maintenance of the district
    iii. Provide an estimated cost and whether or not we have sought bid pricing
    iv. Describe how the old equipment (if any) will be disposed of and acknowledge that any proceeds from the disposal will be used to offset the cost of the replacement
    v. Acknowledge that any equipment purchased will be used exclusively (100%) by the district

(4) **Competitive Sealed Bidding (IFB – Invitation for Bid)**

The competitive sealed bidding method is a "Formal Procurement Method" that is used when the contract value is at or above the Small Purchase threshold, which is $50,000 in the state of Texas. The formal procurement method requires a District to post a public advertisement in a newspaper of general circulation for two consecutive weeks upon release of the solicitation. It is recommended that the district post the advertisement on their website or a trade website as well as email or make phone calls as a means of advertising to potential bidders.

a. Northwest ISD will ensure the following conditions:
    i. A complete, adequate, and realistic specification or purchase description will be made available
    ii. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price
    iii. Evaluation criteria will be included in the solicitation in regard to determining a winner if the same price has been received from 2 or more different vendors
b. Northwest ISD will adhere to the following requirements:
    i. The solicitation will be publicly advertised
    ii. Provide detailed information such as response time, date and time responses are to be received, how responses must be submitted, date and time of public opening, and any other pertinent details
    iii. Provide product and/or service specifications that allow multiple responses
    iv. Award the contract to the most responsive and responsible bidder. Factors such as discounts, transportation costs, and life cycle costs shall be considered in determining which bid is lowest.
    v. Any or all bids may be rejected if there is a sound documented reason
c. The following employee positions will participate in the IFB Procurement Method:
    i. Food Service Supervisor and Specialist
    ii. Executive Director, Assistant Director of Purchasing, and Senior Buyer

1. Write product or service specifications
2. Write the solicitation document
3. Invite potential suppliers to participate
4. Participate in the opening of the submitted bid quotes and determine a winner

d. Eligible vendors.
    i. All suppliers that have been identified as potential bidders
    ii. Only district-approved and qualified suppliers
e. Payment for IFB Purchases.
    i. PO to be created prior to the invoice payment. This is handled through the Accounts Payable Office

(5) **Competitive Proposals (RFP – Request for Proposal)**

A request for proposal is a "Formal Procurement Method" used for purchases when an IFB is not appropriate. An RFP describes in a general way what is needed and requests that vendors submit a proposal for servicing the needs of the district. RFP's can be used for either goods or services and require the prospective vendor to submit a technical proposal that explains how they will meet the objectives of the solicitation document and a cost element that identifies the costs to accomplish their proposal. Price is to remain the major consideration but can be one of many evaluation factors used to determine the most advantageous winner. The RFP also allows for negotiation as a means to obtain the best value or price.

a. Northwest ISD will ensure the following conditions:
    i. A complete, adequate, and realistic specification or purchase description will be made available
    ii. The procurement lends itself to a firm fixed price contract or cost reimbursable price
    iii. The selection of the successful bidder will be made after an evaluation of criteria with price being the "heaviest weighted factor"
    iv. Negotiation of price or best value will be handled with complete fairness and integrity
b. Northwest ISD will adhere to the following requirements and required documents (2 CFR 200.316 - 328):
    i. The solicitation will be publicly advertised
    ii. Solicitation document will include a cover sheet with the RFP description, contact information, issue date, closing date and opening date
    iii. Written instructions and bidder information sheet to be completed by the proposer
    iv. Clear product and/or service specifications
    v. Clear description of district demographics and product usage (as relevant)
    vi. Clearly stated evaluation criteria to include scoring rubric
    vii. Standard and/or Special Terms and Conditions of the contract
    viii. Discounts, Rebates, and/or credits provisions where applicable
    ix. Questionnaires as appropriate
    x. Reference Sheet
    xi. Provisions per Appendix II to Part 200 of 2 CFR 200:
        1. Equal Employment Opportunity
        2. Davis-Bacon Act
        3. Contact Work Hours and Safety Standards

4. Rights to Inventions Made Under a Contract or Agreement
5. Clean Air Act and Federal Water Pollution Control Act
6. Mandatory standards in compliance with the Energy Policy and Conservation Act
7. Debarment and Suspension
8. Byrd Anti-Lobbying Amendment

xii. Other Certifications and Affidavits to be included in the RFP:
1. Texas Family Code
2. Employment Verification
3. Records Retention Requirements
4. Certification of Compliance with EPA Regulations
5. Certification of Compliance with Buy American Provisions
6. Non-Collusion Affidavit
7. Certification of HUB (Historically Underutilized Business)
8. Terrorist Organizations and Boycotting of Israel
9. Food/Product Recall and HACCP Procedures
10. Health and Safety Certificates, Licensing, and Regulation

xiii. Awarding of the contract:
1. Evaluation will consist of product quality, services, or past performance, but not limited to, along with price as the heaviest weighted factor
2. Cost plus percentage of cost will not be allowed as a basis for award (2 CFR 200.320)

xiv. Any or all bids may be rejected if there is a sound documented reason

c. The following employee positions will participate in the RFP Procurement Method:
i. Food Service Supervisor and Specialist
ii. Executive Director, Assistant Director of Purchasing, and Senior Buyer
1. Write product or service specifications
2. Write the solicitation document
3. Invite potential suppliers to participate
4. Participate in the opening of the submitted bid quotes and determine a winner

d. Eligible vendors.
i. All suppliers that have been identified as potential bidders
ii. Only district-approved and qualified suppliers

e. Payment for RFP Purchases.
i. PO to be created prior to the invoice payment. This is handled through the Purchasing Department

(6) Non-Competitive Negotiation and Sole Source Procurements

These types of procurement methods are used to compensate for the lack of competition. This lack of competition may result from overly restrictive solicitation documents, an inadequate number of suppliers in the area or the procurement environment may have been compromised by inappropriate supplier actions (i.e. market allocation schemes). Non-competitive negotiation occurs after the solicitation (sealed bid, competitive negotiation or small purchase) has been issued, but competition on that solicitation has been deemed inadequate.

a. Non-competitive negotiations or sole source procurements are restricted to specific situations and may only be used when:

i. Inadequate competition in a formal procurement method
ii. Public emergency exists
iii. Goods or services are only available from on manufacturer through only one supplier

b. Northwest ISD will obtain TDA's approval prior to award and purchase of products or services. All requests for approval must be submitted through the State Agency's online system, TX-UNPS.
    i. Executive Director of Purchasing, Assistant Purchasing Director and Senior Buyer, Food Service Director
        1. Verify Proper documentation supplied by vendor
        2. File Sole Source Affidavit and approval documents with the vendor record in the financial system

BID/PROPOSAL QUESTIONS AND PROTEST PROCEDURES

An interested party may protest any of the following situations:

- Solicitation or other request for offers for a contract for the procurement of property or services
- Cancellation of a solicitation or other request
- Award or proposed award of a contract
- Termination of a contract, if the protest alleges that the termination was based on improprieties in the administration of the contract.

Northwest ISD will do the following:

(1) Include clear instructions in each solicitation document about questions and protest procedures.
(2) Follow all written procedures to resolve protests.
(3) Ensure that all protests are resolved.
(4) Retain all documentation related to a protest.
(5) Notify TDA when a protest is received.

Northwest ISD will address all respondent protests within 24 hours of the bid award. Northwest ISD will provide evaluation scores and pricing at the request of the respondent. Violations of law should be referred to the local, state or Federal authority. (2 CFR, Section 200.318[k])

Northwest ISD will allow respondents to request clarification of information prior to the close of the bid/proposal. These requests must be received a minimum of 3 business days prior to the close of the bid/proposal. Northwest ISD will address the request for additional information as an addendum to all respondents.

ECONOMIC PRICE ADJUSTMENTS IN VENDOR CONTRACTS

The economic price adjustments, which allow a District to adjust costs in a contract, must be tied to an appropriate standard or cost index. Relating the price adjustments in a contract to an index allows the district to ensure that increases under the contract are not without basis. For example, if fuel prices are increasing drastically, an appropriate index such as the Consumer Price Index (CPI) will reflect this change.

This index is preferred because the USDA uses this index for the National School Lunch Program (NSLP) yearly funding increases. The intention is that if the USDA increased funding by a certain percentage the district would be able to allow the increase in food cost to rise at the same percentage. Vendors will be able to bid on multi-year contracts that allow for inflation and the district will be able to maintain a consistent level of service and food cost percentage from year to year.

APPLYING GEOGRAPHIC PREFERENCES IN PROCUREMENT

As amended, the National School Lunch Act (NSLA) allows SFA's receiving funds through the CN Programs to apply a geographic preference when procuring unprocessed, locally grown or locally raised agricultural products. This applies to operators of all the School Lunch Programs.

Northwest ISD will apply geographic preference to the procurement of agricultural products that:

(1) Are unprocessed
(2) Are locally grown or locally raised
(3) Have not been cooked, seasoned, frozen, canned, or combined with any other products

Because the NSLP is Federally Funded, geographic preferences cannot be restrictive to local definitions such as city, county, or state lines

DISCOUNTS, REBATES, AND CREDITS

Northwest ISD requires that all discounts, rebates, and credits accrue back to the school nutrition account. The contractor will be required to identify the amount of each discount, rebate, or other applicable credit on bills and invoices presented to the Northwest ISD. Contractors will be required to identify the method by which they will report discounts, rebates, and credits. All discounts, rebates, and credits will be tracked via monthly invoices or annual velocity reports. Contractors will be required to maintain documentation of costs, discounts, rebates, and credits and make those available to Northwest ISD upon request.

BUY AMERICAN PROVISION

Northwest ISD adheres to the Buy American Provision (7 CFR 210.21) when purchasing commercial food products to be served in the district's SNP meals. This provision will be included in all solicitations for food to be used in the school nutrition programs.

Per Section 104(d) of the William F. Goodling Child Nutrition Reauthorization Act of 1998 {Public Law 105-336) added a provision, Section 12(n) to the NSLA (42 USC 1760(n)}, requiring School Food Authorities (SFA's) to purchase, to the maximum extent practicable, domestic commodity or product. Section 12(n) of the NSLA defines "domestic commodity or product" as an agricultural commodity that is produced in the United States and a food product that is processed in the United States using substantial agricultural commodities that are produced in the United States. Substantial" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. Products from Guan, American Samoa, Virgin Islands, Puerto Rico, and the Northern Mariana Islands are allowed under this provision as territories of the United States. The Buy American provision (7 CFR Part 210.21(d)) is one of the procurement standards SFA's must comply with when purchasing commercial food products served in the school meals programs.

Northwest ISD will purchase domestic food products per the Buy American Provision unless:

(1) The product needed is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality; or
(2) Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product

Northwest ISD will maintain all documentation in regard to any food purchases that are deemed "non-domestic" to include cost comparisons if the product is available as a "domestic" product that is seen as unreasonable in cost; or if not available as a U.S. grown product the documentation will include the "country of origin."

SMALL AND MINORITY BUSINESSES, WOMEN BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS AND/OR DISABLED VETERAN BUSINESS ENTERPRISE (MWDVBE)

Northwest ISD will encourage open competition amongst small, minority, woman, and disabled veteran's businesses by:

(1) Reducing barriers in Formal and Informal Contract solicitations by:
    a. Allowing businesses that may be MWDVBE to compete on an equal footing. This will be accomplished by having a qualification process where MWDVBE bids are given points equal to the requirements that may be restrictive, such as length of service in business, size of distribution facilities, etc.
    b. Allowing extra points in the evaluation if a bidder/proposer qualifies as an MWDVBE
    c. Structuring contracts to allow "awards to more than one Proposer in the best interest of the district in order to award a portion of the agreement to MWDVBE vendor that may not be able to perform to an agreement that is too large for current financial/logistical capabilities.
(2) Structuring Contracts that May allow for Cost Credit to Small, Minority and Women owned businesses:
    a. Northwest ISD may structure an RFP Formal Procurement agreement to allow for price variation of not more than 5% of total cost above the lowest responsive bidder to award to a small, minority or women owned business. For example, the lowest bidder was $100 dollars, a certified small, minority or women owned enterprise bid $105, the contract may be awarded to the small, minority or women owned enterprise if it is in the best interest of the district.
(3) Providing Positive Outreach
    a. Northwest ISD will place qualified small, minority and women owned enterprises on solicitation lists; and
    b. Assure that small, minority and women owned enterprises are solicited whenever they are potential sources

LOCAL SOURCED PRODUCTS: FARM TO SCHOOL INITIATIVE

Northwest ISD is committed to local markets and family farmers in the State of Texas. Our objective is to support the local agricultural economy and reduce the environmental impact of long-distance shipping. Northwest ISD defines "Local Sources Products" as products that are grown within the State Texas.

When purchasing local sourced products, Northwest ISD will follow the planning phase as stated earlier in this manual and do a cost/price analysis to determine the most appropriate procurement method.
In order to encourage the bidders to purchase locally sourced produce, Northwest ISD may assign additional point values in the "Award of Contract" section of the solicitation that can demonstrate:

(1) The bidder is purchasing produce locally by submitting a list of local farmers, their addresses, the produce that is anticipated to purchase from each farm location, and the anticipated harvest dates of the produce
(2) The bidder must also agree to the ability to submit a report during the term of the contract that demonstrates continued purchases from local farms

USE OF EXCESS AND SURPLUS PROPERTY

Northwest ISD, to the best of the district's ability, may utilize excess and surplus property when available. The TDA allows a district to use a significant portion of our entitlement (PAL) allocation from USDA to purchase DOD fresh fruit and vegetable products. The TDA manages the solicitation and award of the DOD Produce Vendors. Contracting Entities (CE's) in the state of Texas and participating in the DOD Fresh Program can receive weekly deliveries as outlined in the awarded contract.

COOPERATIVE MEMBERSHIP AND PROCUREMENT

The USDA allows for "Purchasing Goods and Services Using Cooperative Agreements, Agents, and Third-Party Services.
Northwest ISD may participate in a purchasing cooperative when it is determined to be in the best interest of the district. As a governmental agency, Northwest ISD has the option to legally join a "governmental agency or Education Service Center (ESC) agency" purchasing cooperative through an Interlocal or InterAgency Agreement. Northwest ISD will submit a written request to the awarded vendor of the bid/RFP to piggyback on a specific agency/co-op's bid. If approved by awarded vendor, Northwest ISD will obtain all final bids/requests for proposal documentation from the cooperative or lead district. When utilizing a "piggyback" contract, Northwest ISD will ensure the following:

(1) The procurement was conducted in accordance with applicable Federal, State and local regulations.
(2) The contract contains a clause that permits other agencies to "piggyback."
(3) The addition of Northwest ISD to the contract does not create a material change as outlined in the contract per 2 CFE 200.318[e] that states a material change occurs when the change in scope of the contract is significant enough that potential bidders might have bid differently had they been award of the impacts from adding additional agencies.
(4) All documentation related to the contract will be obtained and retained, information includes:
    a. Solicitation
    b. Verification of Published Advertisement
    c. Contract Terms and Conditions
    d. Evaluation Criteria, if any
    e. Responses
    f. Notification of Awarded vendor(s)
    g. Documentation of any extensions or Amendments

UNNECESSARY OR DUPLICATION OF GOODS/SERVICES

Northwest ISD will avoid acquisition of unnecessary or duplicative items/services. Purchases will be justified using the following criteria:

(1) Purchaser will determine if there are like items in the District that may not be in use and consider transferring item before determining if purchase is necessary
(2) The item is being considered for menus or is needed to serve, prepare, receive, transport or store an item on the menu
(3) The item is replacing an obsolete, broken, damaged or outdated piece of equipment

RECALLS

Northwest ISD will use the following procedures in regard to products that have been recalled, or are discovered to be defective or faulty:

(1) The Food Service Director/Manager/Program Coordinator will register for email notifications of recalled products through USDA Food Safety and Inspection Service (usfsis@public.govdelivery.com) and/or recalls.gov or any other viable resource in regard to food and product safety and recalls
(2) Vendors' Recall procedures will be requested with every Small Purchase, IFB and RFP procurement method used
(3) Any notices or alerts from awarded vendors or distributors in regard to a recalled product will be handled immediately, following all instructions from the vendor or distributor in regard to the handling of the recalled product
(4) Actions may include but not be limited to:
    a. Disposal of all affected product
    b. Photos of products affected, documentation of case lot numbers, distributor codes or any other pertinent information as documentation of product origin
    c. Removal of affected product to a safe area to be picked up by the vendor or distributor

Credits issued for all affected product that could not be used