



**Business Procedures Manual**  
**Purchasing Procedures and Guidelines**

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## **Purpose of Manual**

The purpose of this manual (**Revision 13**) is to provide information to ensure compliance with state, local and federal purchasing statutes, and regulations.

These manual references various laws, policies and procedures to be used when procuring goods and services. This manual does not include all the purchasing laws, policies and/or procedures in its entirety. It should be understood that laws and related laws that affect procurement are not necessarily in one concise document or found on “a” specific website; rather laws related to procurement are from various sources such as but not limited to Texas Education Code, Gov’t Code, Board Policy, Texas Education Agency, Code of Federal Regulations (including Appendix II or the equivalent for other federal funds), Department of Agriculture and Opinions from the Attorney General. It is incumbent to seek the in-depth provisions and regulations from Local, State and Federal Regulation Websites referenced later in this manual.

Some laws take precedence over other laws dependent on the funding source or situation while other times the various laws are used in conjunction with each other. In the event of a conflict between the general procedures stated in this manual and grant program or USDA/TDA, the most stringent shall prevail.

## **NOTES:**

- **Title 2 of the Code of Federal Regulations 2 CFR Part 200** was incorporated into general federal regulation on December 26, 2014. These regulations govern all federal grants awarded by the US Department of Education to the state. As a result of this change, the Education Department General Administrative Regulations (**EDGAR**) consists of multiple parts and regulations.
- **2 CFR 300.1** - Under the authority of Adoption of 2 CFR Part 200, the **Department of Health and Human Services** adopted the Office of Management and Budget (OMB) Guidance in 2 CFR part 200, and has codified the text, with HHS-specific amendments in **45 CFR part 75**.
  - Whereas 2 CFR part 200 or EDGAR is referenced in this document shall also mean 45 Part 75 for equivalent provisions.
- **USDA/Texas Department of Agriculture** provides provisions and regulations for child/student nutrition programs.

The words “bids and proposals” may be used interchangeably in this document. The words “purchasing and procurement” are used interchangeably in this document. The words “vendor”, “contractor” and “offeror” may be used interchangeably in this document.

The words “food service” and “student nutrition” may be used interchangeably in this document. The Texas Department of Agriculture hereafter may be referred to as “TDA.”

## **Introduction**

The definition of procurement is the action of obtaining or acquiring supplies, services and equipment.

The purchasing department of the Abilene Independent School District is responsible for the organization and administration of procurement for the district in accordance with the authority

delegated by the superintendent, Board of Trustees, local policies, state and federal procurement laws. In addition, the purchasing department is to procure items that result in the “best value” for the district.

It is the goal of the AISD Purchasing Department to assist staff with making purchases according to the regulations and receiving the goods as efficiently and expeditiously as possible. The purchasing department must be involved with all aspects of procurement process as described throughout this manual and maintain documented processes.

The district may be more restrictive in procedures or policies than the referenced law dependent on the funding source.

It is the ***responsibility of the AISD staff*** involved in any aspect of the purchasing function to be familiar with the policies and procedures in this manual.

## **I. Why Abilene ISD Must Comply with Procurement Laws:**

Not everyone understands why school districts must comply with the procurement laws and statutes.  
The simple answer is: **It is the law!**

## **II. Purchasing Contracts**

### **Purchases Valued at \$50,000 or Above** (Refer to TEC 44.031 for detailed Information)

Texas Education Code 44.031 (a) states that all contracts, except contracts for the purchase of produce or vehicle fuel, valued at \$50,000 or more for each 12-month period (based on fiscal year) shall be made by the method, of the following methods, that provides the best value for the district:

- (1) competitive bidding for services other than construction services;
- (2) competitive sealed proposals for services other than construction services;
- (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) formation of a political subdivision corporation under Section 304.001 Local Government Code.

NOTE: Abilene ISD may be more restrictive than stated in the statute.

In determining to whom to award a contract, the district shall consider:

- (1) the purchase price;
- (2) the reputation of the vendor and of the vendor's 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;
- (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:
  - a. has its principal place of business in this state; or
  - b. employs at least 500 persons in this state; and
- (9) any other relevant factor specifically listed in the request for bids or proposals.

### **III. Purchasing Methods**

Methods listed below are not necessarily “all” or the “exact” methods as listed in the state procurement laws but instead how Abilene ISD utilizes various methods. Additional federal and TDA methods are referenced and explained in Sections XI, XIX and XX.

#### **Selecting Vendor(s) through a “Competitive Sealed Proposal” or “Request for Proposal”**

The district selects vendors through a competitive process such as Competitive Sealed Proposal (CSP) and/or Request for Proposal (RFP) for personal property and services. Abilene ISD uses the same or similar structure between the two methods. The RFP provides more flexibility as negotiating and at which times negotiating is allowed to begin.

Personal property are those items such as instructional supplies, maintenance supplies, musical instruments and athletic uniforms. These procurement methods are defined in Texas Education Code 44.031.

NOTE: The majority of the district’s Request for Proposals are written for compliance with the federal procurement regulations, therefore weighted criteria, certain language, and federal certifications are included in each request as applicable.

The district shall develop a clear set of specifications that is descriptive, not restrictive of what the district seeks to procure in the RFP. The RFP shall include information for vendor’s feedback to address the criteria used during the evaluation process. Term of contract and possible extensions of such contract shall be included among other information based on the individual RFP. All information shall be provided to all vendors and all addendums shall all be issued in writing and issued to all vendors known to have obtained a copy of the RFP.

The district shall publish in the request for proposals the criteria that will be used to evaluate the offerors. Relative weighted criteria for federal and TDA procurements is required to be published in the proposal. TDA procurement require the price to the heaviest weighted criteria. It is important to notate that #9 allows for any other relevant factors as permissible if the district includes such information in the RFP.

Each Request for Proposal is an individual competitive procurement and the criteria/weights will vary among RFPs.

In determining to whom to award a contract, the district shall consider:

- (1) the purchase price;
- (2) the reputation of the vendor and of the vendor’s 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;

- (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:
  - a. has its principal place of business in this state; or
  - b. employs at least 500 persons in this state; and
- (9) any other relevant factor specifically listed in the request for bids or proposals.

The criteria listed in (8) shall not be used in federal procurement unless and whereas applicable to procurement for student nutrition.
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The district includes in the CSP or RFP as applicable such requirements as references, conflict of interest, and federal or TDA provisions/certifications.

The CSP or RFP is advertised in the Abilene Reporter News at a minimum of once per week for two weeks prior to proposal submission deadline. In most instances, proposals are listed on the district's website.

Proposals are sent to vendors based on vendor registration and from prior history with the district. Proposals or notifications of proposal(s) are sent to vendors by 1) email or 2) electronic bidding system. Vendors that request the proposal(s) by phone or email while the proposal is open are also sent proposals as a means to broaden the vendor base for more competition and responses by the deadline for receiving proposals. The district promotes responses from "all" vendors such as but not limited to small and minority businesses, women owned businesses, historically underutilized businesses, enterprises, corporations, etc.

Upon the deadline for receiving submittals, the district shall publicly open, and read aloud the names of the offerors and, if any are required to be stated, all prices stated in each proposal. If the proposals are received through the electronic bidding system, the vendor's responses are released at the deadline for receiving the proposals.

Late proposal submittals are not accepted.

The evaluation process begins after all responses are received as listed above. The various parties that are needed to evaluate a proposal will develop a plan and assign duties as applicable. The district begins with reviewing each response to ensure it was signed whether submitted by hand/mail delivery or acknowledged for the electronic version. All responses go through a review to ensure each bidder completed the documents. The district uses the criteria (as per TEC 44.031) and weights assigned by the district published in the RFP to complete a matrix in spreadsheet format for each bidder. The matrix will include the criteria per TEC 44.031 and sub-criteria such as but not limited to (1) did the vendor meet the actual intent of the proposal, (2) is the bidder charging freight, (3) does the bidder have a minimum order value, (4) deviations, (5) what is the price or percentage discount, (6) will bidder hold the price or discount over the term of the contract including possible extensions, (6) has the district done business with the bidder in the past, (7) contact references for each vendor where AISD has not done business with the vendor and (8) does the vendor carry a large variety of products.



These are examples of how an RFP could be evaluated. All bidders are evaluated in the same manner.

Each RFP is an individual procurement process and criteria, sub-criteria and weights may vary among the commodities being let for proposal.

Because districts are subject to the non-procurement debarment and suspension regulations which restrict awards, subaward, and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities; the purchasing department ensures that the offerors are not listed on the System for Award Management when federal/TDA funds are expended. (Defined FAQ, #10). The district includes in each Request for Proposal the necessary forms regarding debarment and suspension for vendor's certification.

Upon completion of the evaluation process, the purchasing director will forward a recommendation and evaluation to the chief financial officer for approval. In some instances, recommendations for award are presented to the Board of Trustees for approval.

Upon approval of the contract, an award letter, an electronic notification through bidding system or Purchase Order is sent to the vendor as notification of award.

Within 45 days from the deadline of receiving the proposals, the contract(s) is awarded or not awarded at the discretion of the district.

The district shall make available and upon request information regarding the award not later than the seventh day after the date the contract is awarded. Certain information may not be permitted to be released immediately due to the Texas Public Information Act.

#### **Steps in a bidding process – Refer to Section VI.**

#### **Selecting a Construction Contractor through Competitive Procurement (Refer to Gov't Code 2269 for detailed information)**

A Public Work Contract is defined as a contract for constructing, altering, or repairing a public building or carrying out or completing any public work.

Public Work Labor is defined as labor used directly to carry out a public work.

Case law has clarified that a public work contract includes both traditional construction and contracts for repair of a building.

The district selects a Contractor through the Competitive Sealed Proposal, Job Order Contracting or Construction Manager at Risk (CMAR) method as defined by Government Code 2269. The Board of Trustees determines the method for procuring all construction services prior to advertising.

The district shall publish in the request for proposals (a) the criteria that will be used to evaluate the offerors, (b) the applicable weighted value for each criterion and (3) a detailed methodology for scoring each criterion. The district may base its selection among offerors on criteria authorized to be used under Gov't Code 2269:

- (1) the price;
- (2) the offeror's experience and reputation;
- (3) the quality of the offeror's goods or services;
- (4) the impact on the ability of the governmental entity to comply with rules relating to historically underutilized businesses;
- (5) the offeror's safety record;
- (6) the offeror's proposed personnel;
- (7) whether the offeror's financial capability is appropriate to the size and scope of the project; and
- (8) any other relevant factor specifically listed in the request for bids, proposals, or qualifications.

Only competitive sealed proposal method will be described for construction in this manual.

The district will select an architect or engineer (as applicable) to draft specification for a construction project. The CSP includes specification, scope of work, construction documents/drawings, selection criteria, relative weights and methodology, estimated budget, project scope, schedule, and other information required for contractors to respond to the proposal. The district's legal counsel drafts the language for the construction contracts which are included in the CSP.

The district includes in the Request for Competitive Sealed Proposal as applicable such requirements as bid security, payment bonds, performance bonds, insurance certificate, references (including district or agency, project, cost of project, date completed), criminal background certification, criminal background check requirements, conflict of interest, disclosure of interested parties and prevailing wage schedules.

Prevailing wage rates are referenced from the U.S. Department of Labor in accordance with the Davis-Bacon Act. In December 2017, the Board of Trustees approved a resolution for both federal and non-federal wage rates; the latest rates are to be used as applicable in future projects. (Refer to Gov't Code 2253 & 2258, Code of Federal Regulations for detailed information). Davis Bacon Act will be effective for projects that are federally funded and cost in excess of \$2,000; certified payrolls shall be submitted to the district showing compliance with the wage rate schedule. As applicable, included in the contract provisions for non-federal entity contracts under federal awards section of this manual reflects additional requirements for construction for federal projects. The district does not typically perform construction projects using federal funds, therefore the Code of Federal Regulations would be reviewed for the latest information prior to drafting specifications.

The CSP is advertised in the Abilene Reporter News at a minimum of once per week for two weeks prior to proposal submission deadline. Offerors can obtain proposals and plans from the architect/engineering firm and multiple plan rooms in the state of Texas.

At the date and time that proposals are due, the district shall receive, publicly open, and read aloud the names of the offerors and, if any are required to be stated, all prices stated in each proposal. Late proposals will not be accepted.

The evaluation team immediately begins the evaluation process using the evaluation criteria included in the CSP. The evaluation of the offerors can be a lengthy and extensive process.

Within 45 days after the deadline of receiving the proposals, the administration presents to the Board of Trustees (if applicable) the evaluation and asks the Board to vote to rank the bidders as presented. The administration then may attempt to negotiate a contract with the first ranked bidder and so forth until an agreement is reached with a bidder or all negotiations are exhausted thus no awarding the contract.

Because districts are subject to the non-procurement debarment and suspension regulations which restrict awards, subaward, and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities; the purchasing department ensures that the offerors are not listed on the System for Award Management (SAM) when expending federal or TDA funds. (Defined FAQ, #10).

Upon receiving a signed contract, applicable forms, certificate of insurance, and bonds, the district sends a Purchase Order to the contractor contingent upon the verification of bonds. Verification of bonds and insurance is required prior to commencement of work as stated on Purchase Order.

The district shall make available and upon request information regarding the award not later than the seventh day after the date the contract is awarded.

The associate superintendent and director of facilities work with the district's architect and/or engineer to oversee construction projects.

Progress payments are made to a contractor upon approval of the associate superintendent for operations or director of facilities and in accordance with the contract.

Change orders to projects must be in accordance Texas Education Code 44.0411 for awarded construction project. Change orders are coordinated with architect (if applicable) and the facilities director or associate superintendent for operations.

<b>NOTE: Abilene ISD presents construction projects of \$50,000 and above to the Board of Trustees for approval.</b>
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▪ **Construction Services (Facility Related)**

All facility and campus upgrades, renovations or alterations including grounds should first be coordinated with the director of facilities. The director of facilities will coordinate with director of purchasing the method for procuring the related services.

**Purchasing Cooperatives**

Purchasing cooperatives have become increasingly popular for federal, state and local governments.

Purchasing cooperatives are organizations that school districts and other local governments can join to have access to pre-negotiated contracts for many goods and services. School districts in Texas can use purchasing cooperatives in lieu of having to competitively bid goods and services themselves.

Purchasing cooperatives also enable districts to pool their needs to receive a better value than a single entity may be able to receive on its own. It saves district's time and contracts are ready to use.

### **Statutory Authorization**

School districts are authorized to use purchasing cooperatives by the Texas Education Code, and as a local government entity by the Texas Local Government Code. The Texas Education Code, Section 44.031, authorizes districts to enter into interlocal agreements with other government entities, including purchasing cooperatives that are managed by a government entity, for aggregate purchases of \$50,000 or more, instead of using competitive bidding. An interlocal agreement is a contract between a local government such as a school district and another local government, a state agency, or another state, that can be used to procure goods or services.

The Texas Local Government Code, Section 271.102, authorizes a local government, including a school district, to participate in a cooperative purchasing program with a local government or cooperative organization of Texas or another state. By doing so, a local government entity automatically satisfies any requirement to seek competitive bidding.

### **Federal Programs & Purchasing Cooperatives**

- Promotes the use of purchasing cooperatives. An example from 2 CFR 200 shown below:
  - Per 2 CFR 200.318(e): To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements.
- Where the district is expending \$250,000 in the aggregate for any procurement category an independent estimate and cost analysis are required by the district. The threshold for TDA is \$50,000.
- Not all purchasing cooperative contracts are Federal (EDGAR) compliant.
- Any rebates purchased using federal dollars are returned to the applicable program.

Abilene ISD Board of Trustees authorizes and approves the district's participation of a purchasing cooperative through an Interloal Agreement.

Listed below are some of the Purchasing Cooperatives used by Abilene ISD and not all cooperatives are EDGAR and/or TDA compliant. This listing is subject to change.

- 1GPA Cooperative
- Allied States Cooperative ESC Region 19
- BuyBoard - The Local Government Purchasing Cooperative
- Choice Partners Cooperative
- Educational and Institutional Cooperative (E & I)
- EPIC6 – Region 6 Cooperative
- HGAC Cooperative
- National Cooperative Purchasing Alliance – ESC Region 14
- Omnia Partners (U.S. Communities & Texas Cooperative Purchasing Network)
- PACE Cooperative – ESC Region 20
- TexBuy – Region 16

- Statewide Procurement Division
- The Interlocal Purchasing System (TIPS /TAPS)
- West Texas Educational Cooperative (WTEPC)
- Multi-Region Purchasing Cooperative – Region 10 (Used by Student Nutrition)

School districts must submit annually to the Board of Trustees in an open meeting any purchase valued at \$25,000 or more when utilizing a cooperative purchasing contract and all related fees (including purpose) associated with the procurement.

Purchases through Department of Information Resources (DIR) is another permissible agency to procure goods/services that are allowable under state law. Central Texas Purchasing Alliance is also another viable option for the district.

Campuses should contact the purchasing department to assist with vendors with contracts awarded through purchasing cooperatives, DIR and CTPA. The purchasing department may need to verify compliance.

### ***Federal Programs & Purchasing Cooperatives***

- Promotes the use of purchasing cooperatives. An example from 2 CFR 200 shown below:
  - Per 2 CFR 200.318(e): To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements.
- Where the district is expending \$250,000 in the aggregate for any procurement category an independent estimate and cost analysis are required by the district. The threshold for TDA is \$50,000.
- Not all purchasing cooperative contracts are Federal (EDGAR) compliant.
- Any rebates purchased using federal dollars are returned to the applicable program.

### **Technology Purchases**

The Abilene ISD Technology Department maintains a listing on the district's internal document website of standardized supplies and equipment to be used throughout the district. This site is updated every three (3) months. Quotes are requested by the purchasing department from vendors with contracts awarded through a purchasing cooperative or Department of Information Resources (DIR). This document reflects if the product is considered EDGAR compliant. Contact the technology department for items not appearing on the approved listing. The Approved Items List is located on Internal Documents>Technology>Approved Items List.

NOTE: All software and equipment must be approved by the chief technology officer prior to submitting a requisition.

### **Professional Services**

“Professional Services” as defined in Govt Code 22.54.002 means services:

- A. within the scope of the practice, as defined by state law, of:
  - i. accounting
  - ii. architecture
  - iii. landscape architect
  - iv. land surveying
  - v. medicine
  - vi. optometry
  - vii. professional engineering
  - viii. real estate appraising
  - ix. professional nursing
  - x. forensic science
- B. provided in connection with the professional employment or practice of a person who is licensed or registered as:
  - i. a certified public accountant
  - ii. an architect
  - iii. a landscape architect
  - iv. a land surveyor
  - v. a physician, including a surgeon
  - vi. an optometrist
  - vii. a professional engineer
  - viii. a state certified or state licensed real estate appraiser
  - ix. a registered nurse
  - x. a forensic analyst or forensic science expert

A school district may not select a provider of professional services or a group or association of providers or award a contract for services on the basis of competitive bids submitted for the contract or for the service, but shall make the selection and award on the following:

- 1) on the basis of demonstrated competence and qualifications to perform the services; and
- 2) for a fair and reasonable price.

The professional fees under the contract may not exceed any maximum provided by law.

A school district may, at its option, contract for professional services rendered by a financial consultant or a technology consultant in the manner provided by Section 2254.003, Government Code.

Program directors that utilize professional services such as but not limited to physicians or registered nurses shall request qualifications from interested parties. Once the provider has been selected, the program director obtains a schedule of charges which are used to verify invoices. The program director or designee verifies charges to the invoice prior to submitting requisition. Documentation and contracts are maintained with program director(s). Copies should be sent to the purchasing department.

#### **Contracted / Professional Services – Instructional or Non-Instructional**

The method of procurement will depend on the particular professional or contracted service. The method of procurement could vary among but not limited to the following (1) the service may only be

available from one source (sole source), (2) the service may be quoted due to cost, or (3) competitively procured (bid). The principal or director shall contact the purchasing department to discuss procurement methods prior to submitting a requisition.

### **Sole Source**

Definition of Sole Source: A school district, may without complying with Chapter 44.031 (TEC), Subsection (a) purchase an item that is available from only one source subject to one or more of the following:

- 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. (ie., required so as not to void warranties; certified parts or installers)

This does not apply to mainframe data-processing equipment and peripheral attachments with a single-item purchase price in excess of \$15,000.

Prior to making a sole source purchase (regardless of cost), the product(s) or service(s) must be justified and researched through the use of the Internet, correspondence with vendors and correspondence with district staff. The research shall be done to the extent that all possibilities have been exhausted. All documentation is kept by the purchasing department.

- **Sole Source Exception**

Sole Source is RARE!

There must be no functional equivalent in the marketplace to be sole source.

Questions to Help Determination:

1. Is there another product that serves the same purposes or function?
2. Does the vendor or product have competitors?

- **Excerpts from TEA FASRG Regarding Copyright & Patent**

“The fact that a particular item is covered by a patent or copyright is but one factor in determining if the purchase falls under the sole source exception to the purchase requirements.”

Merely because a good or service is copyrighted or patented does NOT make is sole source.

Look at the functionality. Does any other product or service perform the same function or serve the same purpose?

- **Best Practices**
  - Conduct due diligence
  - A product may be patented or copyrighted, but there may be competing products that serve the same function or purpose
  - Do not rely solely on a vendor's affidavit
  - Search purchasing cooperatives for alternative sources
  - Do not focus solely on the existence of a patent or copyright
- **Sole Source Exception – Federal Programs**
  - If anything, sole source is even more rare under federal law than state law.
  - Similar legal requirements to show sole source.
  - Sole source affidavit will not be sufficient.
  - All other federal regulations apply just as any procurement using \$.01 or more of federal funds.
    - Federal Certifications
    - Independent Estimate, Cost Analysis for purchases of \$250,000 or more. The threshold for TDA is \$50,000.
    - Can submit a “Request for Noncompetitive Procurement (Sole Source) Approval” form to TEA Division of Grants Administration.
    - Prior approval from TEA to rely on sole source exception.
    - Be prepared to explain the basis for using the sole source exception.
    - Approval from TEA satisfies the sole source exception under federal law.
    - Sole Source for Student Nutrition must be have TDA prior approval.

It is the program director's responsibility to follow the necessary guidelines and obtain the approval from TEA, HHS or TDA if the use of sole source (non-competitive procurement) is pursued.



#### **IV. Procurement History & Records Retention**

The purchasing department ensures and protects the history of all procurement records as described below as applicable:

- Legal Advertisements and Advertisement dates of the procurement
- Selection criteria
- Each bidder's submittal date and time stamp
- List of vendors submitting a proposal
- Selection of vendor or vendors
- Original Competitive Sealed Proposal, Request for Proposal, Job Order Contract and Construction Manager at Risk
- Addendums
- All vendors submittals
- Tabulations
- Evaluations (including all supporting documents as applicable)
- Record of Negotiations (if applicable)
- Recommendation of Contract Award
- Approval of Contract Award
- Date of contract award
- Term of Contract
- Any other information that is related to the procurement

The procurement history records and other procurement records are retained in accordance with the federal, state and /or local retention provisions. Records are retained for the designated retention period (number of years) from contract expiration (including extensions). Records may be retained longer than designated if circumstances warrant such.

The procurement records shall be made available to the federal granting agency, pass-through entity (TEA), and auditors, as appropriate.

## **V. Procurement Categories**

Competitive categories will vary among districts and from those listed on the National Institute of Government Purchasing (NIGP). Competitive procurement categories are determined by grouping “like or related” items that have a common purpose or function in district operations. There can be sub-categories, although because of the design of the AISD financial system (Frontline), the district has paired supplies/equipment in some instances versus separating those as in the past. In Frontline, the procurement category must be associated with the vendors being used for the requisition. In Frontline, a requisitioner does not have the capability of using multiple procurement categories on the same requisition. An example of procurement categories includes the following:

- Athletic supplies/equipment
- Athletic training supplies/equipment
- Audio visual supplies/equipment

Procurement Categories are essential to monitor expenditures in the aggregate of a 12-month period for “like or related” items to determine if a formal competitive procurement is soon to be required. Furthermore, these categories are used to determine if an independent estimate for federal programs is required prior to purchasing items, which results most typically in letting a competitive procurement or use of a federally compliant purchasing cooperative. The district uses the fiscal year (9/1 – 8/31) to monitor aggregate expenditures by procurement categories.

## **VI. Steps for Request for Proposal (Process)**

The process begins when the district, campus or program determines a need for goods or services and ends when that need is met. Prior to letting a proposal, the budget must be approved and available regardless of funding source. Listed below are the basic steps in a bid process.

NOTE: The majority of the district's Request for Proposals are written for compliance with the federal procurement regulations, therefore weighted criteria, certain language, and federal certifications are included in each request as applicable.

- 1) Notify the purchasing department when there is a need for products or services.
- 2) Depending on the type of products(s) or service(s) being let for proposal, the purchasing department may require input for the specifications from the individual, group of individuals or department.

The district shall develop a clear set of specifications that is descriptive, not restrictive of what the district seeks to procure in the RFP. All information shall be provided to all vendors and all addendums shall all be issued in writing and issued to all vendors known to have obtained a copy of the RFP.

Specifications cannot be used to preclude competition in the marketplace on comparable items or services. AISD always promotes free and open competition. The district encourages responses from "all" vendors because the more responses received provides the district with a better opportunity to select a vendor providing the best value to the district. Unreasonable requirements, such as excessive experience or bonding, brand name products or geographic preferences that would unduly restrict competition among qualified vendors should not be included. The use of any brand name or manufacturer's reference should be descriptive, not restrictive, and should merely indicate the type and quality of the items desired. The following information or similar language is included in all Request for Proposals regardless of funding source.

"Whenever AISD refers to a product by describing a proprietary product or by using the name of a manufacturer or brand name, the term "or equal" if not inserted shall be implied, as applicable. The specified product shall be understood as indicating type, function, minimum standard of design, efficiency, and quality desired and shall not be construed as to exclude other manufactured products or comparable quality, design and efficiency, as applicable."

There are times when the district has standardized supplies or equipment for which only the specified will be considered. That information is disclosed in the proposal or bid documents. A good example includes but not limited to HVAC parts/equipment or locksets.

When creating the specifications for Student Nutrition Contracts, quantities should be included. Those quantities shall include the estimated quantities for the term of the contract. The following factors shall be considered in the forecasting.

- Student enrollment, current and projected

- Student average participation, current and projected
- Future campus realignment including new schools
- Available and future product storage
- Velocity reports (amount ordered/used or served in the past)
- Planned changes specific to products and/or services (menu offerings, adding operation of a different school nutrition program or child nutrition program at a site or sites, results from taste and acceptability activities)
- Any other related factors that are related to the procurement

Abilene ISD does not allow vendors to prepare specifications for the district's Request for Proposal process. This could negatively impact the entire competitive procurement process and it does not reflect the district's values. The district strives to treat all vendors equally resulting in a process that is fair and promotes free and open competition.

There are various forms or certifications included in the proposal for vendor's response including but not limited to Felony Conviction Notice, Conflict of Interest form, Certificate of Residency, References, and Criminal Background Checks/Fingerprinting Certifications (if working directly with students). Contract provisions which include the federal and TDA certifications are included and listed in Section XXI.

- 3) The district shall publish in the request for proposals, the criteria that will be used to evaluate the offerors. Relative weighted criteria for federal and TDA procurements is required to be published in the proposal. TDA procurement require the price to the heaviest weighted criteria.

It is important to notate that #9 allows for any other relevant factor is permissible if the district includes such in the RFP.

Each Request for Proposal is an individual competitive procurement, and the criteria/weights will vary among such RFPs.

In determining to whom to award a contract, the district shall consider:

- a. the purchase price;
- b. the reputation of the vendor and of the vendor's goods or services;
- c. the quality of the vendor's goods or services;
- d. the extent to which the goods or services meet the district's needs;
- e. the vendor's past relationship with the district;
- f. the impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses;
- g. the total long-term cost to the district to acquire the vendor's goods or services;
- h. for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance,

or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:

- i. has its principal place of business in this state; or
- ii. employs at least 500 persons in this state; and
- i. any other relevant factor specifically listed in the request for bids or proposals.

The criteria listed in (8) shall not be used in federal procurement unless and whereas applicable to procurement when using TDA funds.

The RFP shall include information for vendor's feedback to address the criteria used during the evaluation process.

- 4) The term of contract must be included in the proposal. Depending on the funding source depends on the renewal options. TDA contract renewals cannot exceed three years while other federal programs typically cannot exceed four years. Where a proposal includes both federal and TDA requirements, contracts will not exceed three years for renewals.
- 5) All district proposals or contracts are based on firm fixed price or firm discount. Cost plus pricing is prohibited.

TDA does not recognize catalog or percentage discount contracts.

- 6) If expending \$250,000 in the aggregate of federal funds or \$50,000 of TDA funds for any procurement category an independent estimate is required prior to letting the proposal. (explained elsewhere)

TDA only categorizes fund codes that are relevant to student nutrition expenditures.

- 7) Advertise the proposal in the Abilene Reporter News at a minimum of once per week for two weeks prior to proposal submission deadline. The proposal is available on the district's website.
- 8) Proposals or notifications are sent to vendors based on vendor application form or from prior history with the district. Proposals or notifications are sent to vendors by email or through the electronic bidding software. In most instances, proposals are available on the district's website. Vendors that request the proposal(s) are also sent proposals to broaden the vendor base for more responses by the deadline. The district promotes responses from "all" vendors such as but not limited to small and minority businesses, women owned businesses, historically underutilized businesses, enterprises, corporations, etc.
- 9) Mailed or walk-in proposal responses are received and date/time stamped at the purchasing department until the deadline or the vendor's responses are released electronically from the electronic bidding system at the due date and time. Late proposals are not accepted.
- 10) Proposals are opened or released whichever is the case on the designated due date and time as stated in the Request for Proposal.

- 11) All proposals are reviewed for signatures and to ensure all documents are intact. This is applicable to manual and electronic submitted responses.
- 12) A cost or price analysis is performed where applicable for every bidder based on their response if using federal funds. (This is explained elsewhere in this document.)
- 13) The purchasing department tabulates all bidder's pricing typically in a spreadsheet format. The purchasing department along with any other individual(s) or departments assisting shall consider and evaluate the proposal based on the criteria and weights included in the RFP. Evaluation criteria will vary dependent on the commodity or service being sought.

The evaluation process begins after all responses are received as listed above. The various parties that are needed to evaluate a proposal will develop a plan and assign duties as applicable. The district begins with reviewing each response to ensure it was signed whether submitted by hand/mail delivery or acknowledged for the electronic version. All responses go through a review to ensure each bidder completed the documents. The district uses the criteria (as per TEC 44.031) and weights assigned by the district published in the RFP to complete a matrix in spreadsheet format for each bidder. The matrix will include the criteria per TEC 44.031 and sub-criteria such as but not limited to (1) did the vendor meet the actual intent of the proposal, (2) is the bidder charging freight, (3) does the bidder have a minimum order value, (4) deviations, (5) what is the price or percentage discount, (6) will bidder hold the price or discount over the term of the contract including possible extensions, (6) has the district done business with the bidder in the past, (7) contact references for each vendor where AISD has not done business with the vendor and (8) does the vendor carry a large variety of products. These are examples of how an RFP could be evaluated. All bidders are evaluated in the same manner.

Each RFP is an individual procurement process and criteria, sub-criteria and weights may vary among the commodities being let for proposal.

Because districts are subject to the non-procurement debarment and suspension regulations which restrict awards, subaward, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities; the purchasing department ensures that the offerors are not listed on the System for Award Management when federal/TDA funds are expended. (Defined FAQ, #10). The district includes in each Request for Proposal the necessary forms regarding debarment and suspension for vendor's certification.

- 14) Upon completion of the evaluation process, the purchasing director will forward a recommendation and evaluation to the chief financial officer for approval. In some instances, recommendations for award are presented to the Board of Trustees for approval.
- 15) Upon approval of the contract, an award letter, an electronic notification through bidding system or Purchase Order is sent to the vendor as notification of award.

The competitive procurement process may take a minimum of 4-6 weeks from start to finish. District staff is encouraged to plan in advance and notify the purchasing department immediately so proposals are included on the annual bid schedule. The purchasing department maintains a bidding calendar for upcoming proposals and proposal renewals.

NOTE: The Chief Financial Officer reviews and approves proposal evaluation(s) that does not require Board approval prior to awarding the contract.

## **VII. Purchasing Ethics & Standards of Conduct**

### **Purchasing Ethics**

The competitive nature of the public purchasing arena and the expenditure of significant amounts of public funds require that ethical standards be incorporated into the foundation of all purchasing functions regardless of funding source. Purchasing personnel and school district staff face the difficult task of developing good vendor relations and encouraging vendor competition while avoiding even the appearance of favoritism or other ethical misconduct.

Employees, in an effort to get the job done successfully and on time, are tempted to circumvent policies, procedures, and laws, or to make their own liberal "legal" interpretations of existing policies. Such activity, although well intentioned, can result in criminal penalties among other problems.

- *Separate Purchasing* means purchases, made separately, of items that in normal purchasing practices should be purchased in one purchase.
- *Sequential Purchasing* of the same items or type of items over the course of twelve months may exceed the school district and/or state competitive quotation and procurement requirements. Sequential purchases means purchases, made over a period or items that in normal purchasing practices would be purchased in one purchase.
- An item (usually equipment) is purchased in component parts. *Component purchasing* usually is an attempt to circumvent bid or proposal laws or other requirements by buying an item through the issuance of multiple purchase orders for the component parts of the item versus a single purchase order for the entire item. Repeated purchases of additional optional equipment or parts after an initial purchase may create the perception of component purchasing.

### **Disclosure of Substantial Interest in a Business Entity**

If a board member or member of their immediate family has a financial interest in a business entity(s), they are required to disclose the relationship through the execution of an affidavit. Board members should abstain from voting on award of contracts to businesses in which they or their immediate family member have a financial interest.

### **Equal Consideration**

District employees, officers or agents shall grant all competitive suppliers equal consideration insofar as state or federal laws and district policy permits. This is especially important when evaluating bids and proposals.

### **Standards of Conduct**

For more information refer to [CAA \(Local\)](#), [CBB\(Legal\)](#), [CB\(Local\)](#), [DBD\(Legal\)](#), [DBD\(Local\)](#), [DH\(Legal\)](#), [DH\(Local\)](#) and [DH\(Exhibit\)](#).

### **Vendor Gifts and Relations**

School district officials and employees cannot accept anything of value from a vendor, such as personal gifts or gratuities, which may be construed to have been given to influence the purchasing



process. This includes but not limited to trips, and tickets for entertainment or gifts of any value. This act results in a violation of the law.

### **Personal Use**

School district officials and employees shall not make any commitment to acquire goods or services in the name of the district for personal use or ownership.

### **Fraud**

The district prohibits any type of fraud and financial impropriety such as but not limited to forgery, unauthorized alteration of a document, misappropriation of funds, improper handling of money, accepting anything of material value from vendors or contractors and/or any other dishonest act regarding procurement or finances of the district.

Any person who suspects fraud or financial impropriety within Abilene ISD shall report the suspicions immediately to a person with authority to investigate suspicions, including any supervisor, Superintendent or designee.

The district must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. 200.339.

### **Conflict of Interest**

The district shall comply with the State Provisions and General Provisions of Federal Regulations (EDGAR) for Conflict of Interest. Any violations of these conflict of interest standards will be handled in accordance with guidelines established in the AISD employee handbook. Consequences for violation can include discipline, up to and including termination of employment. The district will follow progressive discipline actions taking into account the circumstances of the particular infraction/violation.

Specific areas of compliance are noted below.

#### **State Provisions:**

A local government officer shall file a conflicts disclosure statement with respect to a vendor if the vendor enters into a contract with the district or the district is considering entering into a contract with the vendor, and the vendor:

1. Has an employment or other business relationship with the local government officer or a family member of the officer, and the business relationship results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that:
  - a. A contract between the district and the vendor has been executed; or
  - b. The district is considering entering into a contract with the vendor;

2. Has given to the local government officer or a family member of the officer one or more gifts, as defined by law, and the gift or gifts have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
  - a. A contract between the district and the vendor has been executed; or
  - b. The district is considering entering into a contract with the vendor; or
3. Has a family relationship with the local government officer?

A local government officer is not required to file a conflicts disclosure statement in relation to a gift accepted by the officer or a family member of the officer if the gift is a political contribution as defined by Title 15, Election Code, or food accepted as a guest. Local Gov't Code 176.003 (a)-a-1)

Definitions: Local government officer" means a member of the board; the superintendent; or an agent (including an employee) of the district who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. *Local Gov't Code 176.001(1), (4)*

"Gift" means a benefit offered by a person, including food, lodging, transportation, and entertainment accepted as a guest. The term does not include a benefit offered on account of kinship or a personal, professional, or business relationship independent of the official status of the recipient. *Local Gov't Code 176.001(2-b)*

An employee shall disclose to his or her immediate supervisor a personal financial interest, a business interest, or any other obligation or relationship that in any way creates a potential conflict of interest with the proper discharge of assigned duties and responsibilities or with the best interest of the district.

#### Federal Provisions:

1. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. A conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the district may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.
2. Employees, Board members, and agents of the district shall not solicit any gratuities, favors, or items from a contractor or a party to a subcontract for a federal grant or award and shall not accept:
  - a. Any single item with a value at or above \$50; or
  - b. Items from a single contractor or subcontractor that have an aggregate monetary value exceeding \$100 in a 12-month period.
3. The District must disclose in writing any potential conflict of interest to the federal awarding agency or pass-through entity in accordance with applicable federal awarding agency policy.

## **VIII. Restrictions**

### **Personal Items**

District funds will not be used to procure personal items. All items purchased with district funds are property of Abilene ISD. This property may be assigned to a staff member, but it is always the property of the district. It must be returned to the district if the staff member leaves the district or is reassigned.

### **Licenses**

Licenses for software or publications must be registered under the name of Abilene ISD. The name of end user may be noted on the requisition for routing purposes, but the software remains property of the district.

All software purchases must follow the district's technology plan and approved by the chief technology officer prior to submitting requisition for purchase.

### **Memberships**

Memberships must be institutional memberships when available. Individual memberships will be paid if the membership is necessary for the currently held position. Insurance will not be paid by the district.

## **IX. Vendors & Vendor Relations**

In centralized purchasing, the purchasing department is primarily responsible for vendor relations, contact and communication. It is important that all district employees foster good relations with vendors when representing the district.

### **Vendor Registration**

The purchasing department receives vendor registrations on a regular basis from vendors who want to do business with the district. All new vendors are required to complete the electronic vendor registration located on the district's website. The vendor shall select the appropriate procurement categories for products/services which best represents the vendor's product line. The vendor will receive an electronic notification of any future proposals that relate to the categories selected from the vendor registration. Completing the vendor registration does not qualify a vendor as "approved." Becoming an approved vendor is achieved through a competitive bid process.

NOTE: Any vendor may request a bid or proposal at any time during the solicitation process.

### **Approved Vendor List**

An "approved vendor" is a vendor that has been awarded a bid/proposal (contract) through the Abilene ISD competitive procurement process or through purchasing cooperative. Active lists of approved vendors are listed by category (or contract) on Internal Documents>Purchasing>Approved Vendors Resulting from Bids. NOTE: Click the "more" button to display all the contracts on page one. In the top right corner will reflect if the contracts are EDGAR compliant.

Staff should ensure that purchases are being made from approved vendors that have been awarded contracts through the competitive bid/proposal process for the applicable products. If a proposal doesn't exist for a particular commodity category of item(s), it may require research to be done by the individual or purchasing department. As a result, the requisition may not be processed on an immediate turnaround.

The purchasing department may deny any requisition being made from an unapproved vendor until further review.

### **Vendor Performance Evaluation**

Whenever problems are encountered with a vendor it is important to document the problem(s). If a campus or department encounters a problem with a vendor, he or she should notify the director of purchasing with detailed information regarding the problem. Dependent on the problem or complaint, the vendor may be notified of the problem and given the opportunity to correct it in a timely manner. The director of purchasing is responsible for all correspondence to the vendors including the documentation. Continuous problems or complaints with "a" vendor will be remedied and vendor will be notified through certified correspondence.

## **Contract Management**

The district must maintain oversight to ensure that contractors or vendors perform in accordance with the terms, conditions, and specifications of its contracts or purchase orders.

The originator of a project or contractor services provides oversight of the contract and vendor's performance. The originator may have assistance from other departments dependent on the project. For example, construction projects will have oversight by the facilities department, purchasing department and administration to ensure contractors are performing in accordance with specifications and scope of work. Progress payments are made after approval by an authorized AISD representative. Final payments are not made until punch list are satisfied and signed off by district staff or administration.

Where contracts are related to goods from a district procured contract or cooperative contract, the purchasing department provides oversight of the contract and vendor's performance. Items must be received according to the Purchase Order through central receiving department in good condition and timely. Once systemically received, the accounting department can process payment upon receipt of a correct invoice from the vendor. Issues with the vendor or vendor's performance will be addressed by the purchasing department.

AISD Student Nutrition Director or designee provides oversight in managing the department's contracts. Oversight includes but not limited to the contract and vendor performance, communicating with vendors, requisitioning orders, tracking vendor's deliveries to the campuses, verifying vendor is in compliance with contract, reporting vendor issues, receiving products at the campuses, reviewing invoices and authorizing the accounts payable department to remit payment to the vendor.

## **Vendor Protest**

Any Proposer who submitted a proposal may appeal AISD's award, if the appeal is based on deviations from laws, rules, regulations, or AISD Board policies. AISD Board Policy GF (Local) applies to any Proposer wishing to appeal a proposal and/or award of a contract. In accordance with Policy GF (Local), a Proposer shall submit a complaint/appeal form by hand-delivery, fax, or U.S. mail, to AISD's Director of Purchasing. Complaints/appeals must be received by the close of business on or before the 15<sup>th</sup> AISD business day after award of the contract. In the event Proposer is unsure about the award of the contract, it is the Proposer's responsibility to contact AISD on the next business day after the award is announced and verify details concerning the award.

## **Criminal Background Checks**

Any vendor or vendor's employees that will be on Abilene ISD premises and has the opportunity to be in contact with a student one-on-one without an AISD staff member being present must go through the criminal background check and be cleared prior to being on AISD property. Abilene ISD will make the determination as to whether an opportunity exists. If a vendor or vendor's employees do not receive a clear background check, the vendor will be notified of such without any details and prohibited from working on AISD property. This employee will not be issued a badge from the AISD Facilities Department.

## **X. Requisition Process & Related Information**

A requisition is an electronic request generated in Frontline by a user for the purchase of supplies, equipment or services which encumbers the funds upon budget checking and saving/submitting. When the requestor submits the requisition electronically, it then is routed to the next person in the approval process. In many instances, this will be the budget manager or secretary who reviews and approves the requisition. It is then routed electronically to the principal, director, or executive director for final approval. In some instances, the requisition is routed to a member of the Superintendent's Cabinet for final approval. Upon the final approval, the requisition is electronically routed to the purchasing department (buyer) by procurement category for review. The requisition may be approved, rejected/ returned electronically to the requestor or voided due to various reasons. An approved requisition will generate a Purchase Order.

All requisitions shall be completed in a "professional" manner including detailed information and all data entry shall be consistent.

NOTE: All requestors and approvers have unique secure passwords. Passwords should never be shared.

NOTE: Refer to the Student Activity Fund Procedures Manual for guidance on requisitions and check requests when expending student activity funds.

NOTE: The purchasing department may create requisitions (with prior approval from principal or director) on behalf of campuses and programs or may duplicate the requisition if problems are encountered in the financial system when processing the order.

NOTE: The technology department designee may create requisitions (with prior approval from principal or director) on behalf of campuses and programs for technology related items.

NOTE: The way in which an order is entered by the campus is the exact information the vendor receives on the Purchase Order.

NOTE: Requisitions with incomplete information may be returned to requisitioner by rejecting the order. In some cases, the ordering process will be delayed by the purchasing department until further information is provided.

The minimum recommended amount for which a requisition should be processed is \$50. Requisitions submitted less than \$50 may be rejected or voided depending on the situation.

**In Frontline, Requisitioners ordering from a vendor may enter a traditional or blanket requisition.**

**Traditional Requisitions should include the following items:**

- 1) Category – Select appropriate category from the Procurement Category Catalog listing.
- 2) Vendor – The vendor must be setup in Frontline and associated with the procurement category. If a vendor does not exist, email purchasing regarding vendor setup.

NOTE: Just because a vendor is listed in Frontline does not necessarily mean the vendor is considered an approved vendor. Remember to reference the approved vendors by contract on internal documents.

- 3) Ship-To Location – In most instances, this will be AISD Central Receiving – 955.
- 4) Ship-To Receiving Location – Main Office
- 5) Delivery Location – Campus where the items are to be delivered by warehouse staff.
- 6) Delivery Receiving Location – Main Office, Library or Cafeteria
- 7) Quantity
- 8) Vendor Stock Number
- 9) Unit of Measure
- 10) Long Description should be a complete description of the item for each line item listed. It should include:
  - ✓ Specific item(s)
  - ✓ Manufacturer or brand
  - ✓ Model number or catalog number (if not included in the vendor stock number section)
  - ✓ Any other pertinent information

NOTE: If freight charges apply to the purchase, include freight as a separate line item on the requisition.

- 11) Special Instructions (last line of the requisition) shall include the following where applicable. Highlighted information is required at a minimum on all requisitions. In addition, refer to Section XI for additional information.
  - ✓ Proposal Number (example: Proposal 001, 22-23 or purchasing coop contract #)
  - ✓ Special Handling Instructions
  - ✓ Pre-payment information (includes registration fees, conference fees, membership fees)(attach supporting information to the last line of the requisition cart in Frontline through attachments)
  - ✓ Designate the vendor's recipient email address
  - ✓ Order on preview from the vendor and number of days allowed by vendor for preview
  - ✓ Confirmation Only (attach invoices to the last line of the requisition cart in Frontline through attachments)
  - ✓ District improvement plan and campus improvement plan related to purchase may be included (this is required when expending federal grant dollars)
  - ✓ **Receiving Information - REQUIRED ON ALL ORDERS**  
**Where a requisitioner does not have access to select the campus / staff member for receiving, include the following in the last line of the requisition in "special instructions."**

- **For AISD Only: Campus Name/Department/Name of Person who receives the order**

12) Unit Price

13) Account Information – Enter budget code

NOTE: If sufficient funds are not available for the purchase, the requisition cannot be submitted.

### **Information for Special Instructions Further Defined**

#### **Pre-Payment**

It is not the policy of the district to pre-pay vendors for merchandise. The district will provide pre-payment for registration fees, conference fees and membership fees.

#### **Confirmation Only**

Confirmation only requisitions are designed to assist the district staff in an easier procurement method for specific items and/or services. This type of requisition allows district staff, with the approval of the principal or director, to charge certain items without having to obtain a purchase order in advance. Once the item(s) is purchased, the campus must (1) create a requisition with detail information regarding the purchase and include “confirmation only” in the last line of the requisition cart in “special instructions”, (2) attach a copy of the invoice in Frontline on the last line of the requisition. Confirmation only purchases only apply to a minimum number of designated items/services. The only valid purchases using “confirmation only” includes grocery items, professional services and contracted repairs (small dollar only). Failure to comply with this procedure may result in personal payment by the employee. Contact the purchasing department if there is a question prior to charging items with a vendor.

- *United Supermarket* is one of the approved vendors for grocery related items. All campuses have one or more UCards from United Supermarket to purchase from all Abilene locations. District employees are required to show both the UCard and district employee identification badge at register. The UCards are disbursed through the district’s accounts payable department. A “confirmation only” requisition shall be created for United Supermarket purchases. A copy of itemized receipt shall be attached to the last line of the requisition cart in Frontline through “attachment.”  
Note: A Ucard is not a credit card.
- HEB Supermarket is another approved vendor for grocery related items. All campuses have one or more courtesy cards from HEB to purchase from the Abilene location only. District employees are required swipe the card and select “credit.” District employees should show identification badge at register. The courtesy cards are disbursed through the district’s accounts payable department. A “confirmation only” requisition shall be created for HEB purchases. A copy of itemized receipt shall be attached to the last line of the requisition cart in Frontline through “attachment.”  
Note: A HEB courtesy card is not a credit card.



### **Preview Items**

A requisition is required on all items being ordered on preview. Do not verbally authorize a vendor to send a product. This constitutes expenditures without a purchase order and will be the responsibility of the individual to pay for the item(s).

Process an on-line requisition with all required information concerning the item. Any items being ordered for preview should be noted in the last line of the requisition cart in "special instructions" as "item being ordered for preview" and indicate number of days given by the vendor to preview the item.

Contact the receiving coordinator for items retained within the district so the appropriate transactions can be completed and payment to the vendor can be finalized.

Contact receiving coordinator for items being returned to the vendor so the purchase order can be cancelled, and arrangements made to return the merchandise.

### **Items to be Purchased at a Conference/Convention**

Notify the purchasing department prior to departing for the conference/convention about preparing a "do not exceed" Purchase Order that can be taken to the conference. A blanket requisition shall be created, approved and routed to the purchasing department. The requisition will be reviewed for the following before processing a Purchase Order.

- AISD approved vendor for the category requested
- Dollar amount of the requisition

NOTE: The burden of payment is with any individual that obligates funds at a conference/convention without a district Purchase Order.

### **Blanket Requisition**

A blanket requisition may be issued to a pre-approved vendor who is offering an on-going service for which the cost has been established and is "firm" for the term of the contract or agreement. This type of arrangement is coordinated with the user department(s), the vendor, the accounting department and purchasing department. This allows the accounting department to pay multiple invoices (approved by applicable department) instead of processing multiple requisitions and Purchase Orders for the established ongoing services. Frontline only allows for one line item to be entered on a blanket requisition. Blanket requisitions are used primarily by librarians. Otherwise, not regularly used.

### **Warehouse Requisition**

The Abilene ISD Warehouse maintains a variety of items that can be procured by submitting an on-line requisition to the purchasing department. The items are listed in the requisition catalog module of the financial system. The costs of the items listed in the warehouse catalog may vary because pricing is based on the average cost method.

## **XI. Abilene ISD Guidelines for Procurement Thresholds**

The following are guidelines for spending thresholds but based on the aggregate expenditures at any given time, it may affect this chart.

<u><b>Purchase Commitment Amount</b></u>	<u><b>Information for Campuses / Departments</b></u>	<u><b>Purchasing &amp; Requisition Information</b></u>
<b><u>Funds: Federal (not applicable to TDA funds)</u></b>		
<p><b>Micro-Purchase – special situations only</b></p> <p><b>Purchases Less than \$50,000 (the district self-certified with TEA to increase the micro-purchase level to \$49,999.99)</b></p> <p>This threshold applies to purchases of <u>“like-type” items</u> and must be considered in the aggregate of 12 months and cannot exceed a total of \$49,999.99. Three quotes may be required if the expenditure is in excess of \$10,000.</p> <p><u>Situation:</u> The vendor is <u>not</u> listed on AISD contracts or a valid purchasing cooperative. (not an approved vendor)</p>	<p>This is best described as a <b>“one off”</b> type item that needs to be purchased. User must show reasonableness. This should not be used as a default method to avoid procurement process.</p> <p>Program’s responsibility to keep track of the annual micro-purchases of like-type items based on program’s fiscal year. This information should be in a spreadsheet format and shared with the purchasing department designee. This information should be in a format that can be shared with auditors. Information must be kept as applicable to the program.</p> <p>Program shall maintain justification of the micro purchase and show reasonableness of the purchase if required.</p> <p>NOTE: The district must distribute micro-purchases equitably among qualified suppliers. In some instances, where that is not possible, this should be documented.</p> <p>Contact the purchasing department for assistance.</p>	<p>The micro purchase should be rarely used and should not be the default because not an approved vendor.</p> <p>Purchasing department will attempt to obtain all the necessary certifications prior to setting up the vendor.</p> <p><i>The requisition should include in the last line of the requisition cart:</i></p> <ul style="list-style-type: none"> <li>• <i><u>In special instructions include Micro Purchase</u></i></li> <li>• <i>Attach the quote in Frontline</i></li> <li>• <i>Attach the justification form – documentation for DIP/CIP</i></li> </ul>
<p><b>Purchases Less than \$10,000 (not considered a micro-purchase)</b></p> <p><u>Situation:</u> The vendor is <u>not</u> listed on the AISD contract or a valid purchasing cooperative. (not an approved vendor)</p>	<p>Contact the purchasing department for assistance.</p>	<p>Contact the purchasing department for assistance.</p>

<p><b>Purchases Less than \$10,000</b></p> <p><u>Situation:</u> The vendor is an <b>approved vendor</b> and listed on an AISD contract, a federally compliant contract with a purchasing cooperative, DIR or CTPA.</p>	<p>Use an approved vendor, obtain one quote, and enter the requisition. Use AISD contracts or a vendor from a federally compliant purchasing cooperative, DIR or CTPA.</p> <p>Contact the purchasing department for assistance with vendors listed on purchasing cooperatives, DIR and CTPA.</p>	<p>The requisition should include in the last line of the requisition cart:</p> <ul style="list-style-type: none"> <li>• <i><u>In special instructions include AISD Proposal # <b>or</b> purchasing cooperative/contract #</u></i></li> <li>• <i>Attach the quote in Frontline</i></li> <li>• <i>Attach the justification form – documentation for DIP/CIP</i></li> </ul>
<p><b>Purchases \$10,000 - \$49,999</b></p> <p><u>Situation:</u> The vendor is an <b>approved vendor</b> and listed on an AISD contract, a federally compliant purchasing cooperative, DIR or CTPA.</p>	<p>Three (3) quotes are preferred from AISD approved vendors or vendors that are listed on a federally compliant purchasing cooperative or combination of both options (or DIR or CTPA). Require the vendor to include the purchasing cooperative and contract # on the quotes.</p> <p>If unable to obtain three (3) quotes, it is preferred the user include documentation of attempts to obtain the quotes.</p> <p>Contact the purchasing department for assistance with vendors listed on purchasing cooperatives, DIR and CTPA.</p>	<p>The requisition should include in the last line of the requisition cart:</p> <ul style="list-style-type: none"> <li>• <i><u>In special instructions include AISD Proposal #</u></i></li> <li>• <i>Attach all quotes in Frontline (reflects reasonableness)</i></li> <li>• <i>If unable to obtain three (3) quotes, it is preferred the user include documentation of attempts to obtain the quotes.</i></li> <li>• <i>Attach the justification form – documentation for DIP/CIP</i></li> </ul> <p><b>OR if from purchasing cooperative</b></p> <p>The requisition should include in the last line of the requisition cart:</p> <ul style="list-style-type: none"> <li>• <i><u>In special instructions include purchasing cooperative contract #</u></i></li> <li>• <i>Attach all quotes in Frontline (reflects reasonableness)</i></li> <li>• <i>If unable to obtain three (3) quotes, it is preferred the user include documentation of attempts to obtain the quotes.</i></li> <li>• <i>for DIP/CIP</i></li> </ul>
<p><b>Purchases \$10,000 - \$49,999</b></p>	<p>Contact the purchasing department for assistance.</p>	<p>Contact the purchasing department for assistance.</p>

<p><u>Situation:</u> The vendor is <u>not</u> listed on the AISD contract or a federally purchasing cooperative. (not an approved vendor)</p>		
<p><b>Purchases in excess of \$50,000</b></p>	<p>If expending over \$50,000 on an order, please contact the purchasing department.</p>	<p>Contact the purchasing department for assistance.</p>

<u><b>Purchase Commitment Amount</b></u>	<u><b>Information for Campuses / Departments</b></u>	<u><b>Purchasing &amp; Requisition Information</b></u>
<b><u>Funds: Texas Department of Agriculture (TDA) – Student Nutrition Funds</u></b> <i>Areas are notated with “approved vendor” or “not an approved vendor” for the purpose of helping staff identify the sections below. AISD is aware there is not necessarily approved vendors for using TDA funds unless a line-item procurement has been completed and awarded.</i>		
<b>Micro-Purchase \$0 - \$9,999</b>  This threshold applies to purchases of <b>“like-type” items</b> and must be considered <b>in the aggregate of 12 months and cannot exceed a total of \$10,000 per category using TDA funds.</b>  <b>Situation:</b> The vendor may or may not be listed on AISD contracts or a valid purchasing cooperative.	TDA recommends using this method (for example) for parts and supplies that are used for making daily repairs to meet the timeframe of getting equipment operational and for other items that are needed immediately.  TDA recommends the addition of procurement categories to allow flexibility with the ability to utilize the micro-purchase method of procurement more freely.  Program’s Responsibility to keep track of the annual micro- purchases of like-type items based on the district’s fiscal year. This information should be in a spreadsheet format and shared with the purchasing department designee. This information should be in a format that can be shared with auditors. Information must be kept for five (5) years.  Program shall maintain justification of the micro purchase and show reasonableness of the purchase if required.  NOTE: The district must distribute micro-purchases equitably among qualified suppliers. In some instances, where that is not possible, this should be documented.	Purchasing department will attempt to obtain all the necessary certifications prior to setting up the vendor.  <i>The requisition should include in the last line of the requisition cart:</i> <ul style="list-style-type: none"> <li><i><u>In special instructions</u> include the words <u>Micro Purchase and Proposal #.</u></i></li> <li><i>Attach the quote in Frontline</i></li> </ul> <p><b>Although TDA does not recognize catalog discount contracts, by referencing a contract # on the requisition notates the necessary federal certifications are in place. This practice is for AISD only.</b></p>
<b>Purchases \$10,000 - \$49,999</b>  <b>Situation:</b> The vendor is an <b>approved vendor</b> and listed on an AISD contract, federally compliant purchasing cooperative, DIR or CTPA.	Three (3) quotes are required from AISD approved vendors or vendors that are listed on a federally compliant purchasing cooperative or combination of both options. Require the vendor to include the purchasing cooperative and contract # on the quotes.  Contact the purchasing department for assistance.	The requisition should include in the last line of the requisition cart: <ul style="list-style-type: none"> <li><i><u>In special instructions</u> include <u>AISD Proposal #</u></i></li> <li><i>Attach all quotes in Frontline (reflects reasonableness)</i></li> <li><i>If unable to obtain three (3) quotes, include documentation of attempts to obtain the quotes</i></li> </ul>

		<p>OR if from purchasing cooperative</p> <p>The requisition should include in the last line of the requisition cart:</p> <ul style="list-style-type: none"> <li>• <i>In special instructions include purchasing cooperative contract #</i></li> <li>• <i>Attach all quotes in Frontline (reflects reasonableness)</i></li> <li>• <i>If unable to obtain three (3) quotes, include documentation of attempts to obtain the quotes</i></li> </ul> <p>Although TDA does not recognize catalog discount contracts, by referencing a contract # on the requisition notates the necessary federal certifications are in place. This practice is for AISD only.</p>
<p><b>Purchases \$10,000 - \$49,999</b></p> <p><u>Situation:</u> The vendor is <u>not</u> listed on the AISD contract or a federally purchasing cooperative. (not an approved vendor)</p>	Contact the purchasing department for assistance.	Contact the purchasing department for assistance.
<b>Purchases in excess of \$50,000</b>	If expending over \$50,000 on an order, please contact the purchasing department.	Contact the purchasing department for assistance.

**Fund: 199 (General Fund)**

<b><u>Purchase Commitment Amount</u></b>	<b><u>Information for Campuses / Departments</u></b>	<b><u>Purchasing &amp; Requisition Information</u></b>
<p><b>Purchases Less than \$10,000</b></p> <p><u>Situation:</u> The vendor is <u>not</u> listed on the AISD contract or a valid purchasing cooperative. (not an approved vendor)</p>	<p>When using local or state funds, contact the purchasing department for assistance.</p>	<p>Requisition may or may not be processed but purchasing will assist in finding an approved vendor if staff has exhausted options.</p>
<p><b>Purchases Less than \$10,000</b></p> <p><u>Situation:</u> The vendor is an <b>approved vendor</b> and listed on an AISD contract or valid purchasing cooperative, DIR or CTPA.</p>	<p>Use an approved vendor, obtain one quote and enter the requisition. Use AISD contracts or a valid purchasing cooperative.</p> <p>Contact the purchasing department for assistance with vendors listed on purchasing cooperatives, DIR and CTPA.</p>	<p>The requisition should include in the last line of the requisition cart:</p> <ul style="list-style-type: none"> <li>• <i><u>In special instructions</u> include AISD Proposal # <b>or</b> purchasing cooperative/contract #</i></li> <li>• <i>Attach the quote in Frontline</i></li> </ul>
<p><b>Purchases \$10,000 - \$49,999</b></p> <p><u>Situation:</u> The vendor is an <b>approved vendor</b> and listed on an AISD contract or valid purchasing cooperative, DIR or CTPA.</p>	<p>Three (3) quotes are preferred from AISD approved vendors or vendors that are listed on a purchasing cooperative or combination of both options (or DIR or CTPA). Require the vendor to include the purchasing cooperative and contract # on the quotes.</p> <p>If unable to obtain three (3) quotes, it is preferred the user include documentation of attempts to obtain the quotes.</p> <p>Contact the purchasing department for assistance with vendors listed on purchasing cooperatives, DIR and CTPA.</p> <p><b>NOTE: There are situations where one (1) quote is sufficient and acceptable because these contracts have already been competitively procured.</b></p>	<p>The requisition should include in the last line of the requisition cart:</p> <ul style="list-style-type: none"> <li>• <i><u>In special instructions</u> include AISD Proposal #</i></li> <li>• <i>Attach all quotes in Frontline</i></li> <li>• <i>If unable to obtain three (3) quotes, it is preferred the user include documentation of attempts to obtain the quotes.</i></li> </ul> <p><b>OR if from purchasing cooperative</b></p> <p>The requisition should include in the last line of the requisition cart:</p> <ul style="list-style-type: none"> <li>• <i><u>In special instructions</u> include purchasing cooperative contract #</i></li> <li>• <i>Attach all quotes in Frontline</i></li> </ul>

		<ul style="list-style-type: none"> <li>• <i>If unable to obtain three (3) quotes, it is preferred the user include documentation of attempts to obtain the quotes.</i></li> </ul>
<b>Purchases \$10,000 - \$49,999</b> <u>Situation:</u> The vendor is <u>not</u> listed on the AISD contract or a valid purchasing cooperative. (not an approved vendor)	Contact the purchasing department for assistance.	Contact the purchasing department for assistance.
<b>Purchases \$50,000 and Above</b>	If expending over \$50,000 on an order, please contact the purchasing department.	Contact the purchasing department for assistance.

NOTES:

- 1) If a contract has been awarded as a line item procurement, quotes are not required.
- 2) It is recommended to obtain more than one quote to ensure the best value or price for your program regardless of if that is required or not.
- 3) AISD contracts includes the term of contract and whether the contract is federally compliant. (see top right corner of the tabulation for approved vendors)
- 4) Approved items list for technology are listed on Internal documents. Purchasing will attach all the certifications to the requisition for federal programs for the approved items. This will include Dell and Apple products.
- 5) All federal purchases in excess of \$250,000 in the aggregate of 12 months for any procurement category will require an independent estimate prior to quoting or bidding and cost analysis after all responses are received. The threshold for TDA is \$50,000.
- 6) The earlier that purchasing can be involved in a “high” dollar procurement situation, the better we can assist you. There are times, products or services will need to be advertised and bid separately from our usual contracts or purchasing cooperatives. It could take up to four to six weeks before you could order your products or services.
- 7) Micro Purchases and other methods are defined in Sections XX and XIX in more detail.
- 8) Contact the purchasing department to assist with vendors with contracts with purchasing cooperatives, DIR and CTPA. The purchasing department may have to verify information with the vendor, the purchasing cooperative, DIR and/or CTPA.



## **XII. Purchase Orders & Related Information**

Purchase Orders are a direct result of “approved” purchase requisitions submitted electronically. Purchase orders serve as a formal order for goods, materials and/or services to a vendor. A purchase order is processed by the purchasing department and approved by the director of purchasing.

Purchases made with federal funds are verified in the System for Award Management (SAM System) and attached to the Purchase Order in Frontline. This is the district’s assurance the company is not on the debarred contractor listing.

The Purchase Order is sent to the vendor and is the binding commitment for the district to remit payment to the vendor after receipt of the item(s)/service(s) and an invoice.

The Purchase Order serves as an important document to the accounting department. It contains information regarding expenditure(s) and the account code(s). The purchase order is utilized in the accounts payable process as it ensures the order has been received and payment can be made to the vendor.

Purchase Orders should only be sent from the district’s purchasing department. District employees should not provide a copy of the purchase order to the vendor as it could result in duplicate shipments.

District employees should not contact vendors to place orders without a Purchase Order. This could result in payment for the merchandise by the individual when the items are invoiced. A Purchase Order is the contract that the district will use to remit payment to a vendor.

NOTE: Depending on the product or service being procured including cost, prior approval may be obtained from the Chief Financial Officer (when applicable).
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### **Purchase Order Modifications (PO Changes)**

A Purchase Order confirms the existence of a contract between the district and the vendor. Consequently, it cannot be modified or canceled unilaterally. Any request to modify or cancel an order must be directed to the receiving coordinator for review. The purchasing department approves or denies all Purchase Order modifications. A Purchase Order change order(s) will be in accordance of Texas Education Code 44.0411.

A Purchase Order modification is not required with the business rules in financial system if invoice is within \$25.00 variance. This business rule does not prevent the district from processing Purchase Order modifications.

### **Purchase Order Cancellation**

All Purchase Order cancellations must be handled through the receiving coordinator. A change order is made to the Purchase Order which cancels and relieves the encumbrance to the budget. The vendor is notified by the receiving coordinator.

### **Receiving & Delivering of Merchandise**

Most campus orders are received at one central location, the central receiving department. The orders are checked upon delivery for contents and condition. Any discrepancies are reported to the vendor. Upon completing the receiving process, the warehouse staff delivers the merchandise to the campus. A campus official verifies the order and signs a copy of the Purchase Order signifying receipt of order at the campus level.

### **Items Picked Up from Local Retailers**

Some local retailers do not deliver to central receiving location but instead items are picked up by campus staff at the retailer's location. District staff should not make item substitutions or pick up additional items. Only the items on the Purchase Order should be picked up from the retailer. If items are substituted or additional items obtained, the payment for those items may be the responsibility of the individual.

District staff shall complete the **on-line receiving form** so item(s) can be received in the system and payment made to the vendor.

### **Items Delivered Direct to the Campus Cafeteria**

The selected food vendor may deliver direct to the campus cafeteria. Campus staff will receive the items to ensure those match the order. The invoices are sent to accounts payable or sent to Student Nutrition office dependent on the situation.

### **Returning of Merchandise to the Vendor**

Contact the receiving coordinator to return merchandise to a vendor.

### **XIII. Procurement Card (PCard)**

The purpose of the procurement card program is to establish a more efficient, cost-effective method of purchasing and paying for small dollar transactions as well as high-volume, repetitive purchases. The program was designed as an alternative to the traditional purchasing process for supplies primarily for the facilities department. The purchasing card can only be used with the “designated approved” vendors that accept MasterCard as a form of payment. Procurement cards are issued to a limited number of employees including facilities, transportation, accounting and purchasing departments. The facilities and transportation charges are audited by the purchasing department.

District administration including principals were issued procurement cards for the purpose of conference registrations, training registrations, airfare and hotel rooms. This will eliminate the requisition process for these items. This card is **not** meant to use for procuring goods and services otherwise. These charges will be audited by the accounts payable department.

Cardholders are required to follow purchasing procedures when using the purchasing card. Any exceptions must be preapproved through purchasing or accounting.

All cardholders must attend training and sign a PCard agreement/contract prior to being issued a card.

Misuse of the card could result in losing the card privileges or termination.

Detailed information regarding the PCard is listed in the purchasing procedures and PCard training documents. Pcards are reviewed and approved by each department’s supervisor before those are routed to purchasing and/or accounting for final audit each month.

Pcards are not used with federal or TDA funds unless for conference or training registrations.

#### **XIV. Central Receiving**

Delivery and receipt of goods are the goals of the requisition and purchase order processes. Centralized receiving is the process by which items purchased on behalf of Abilene ISD are delivered to one centralized location. The Purchase Order identifies the “ship to” address for deliveries. A central receiving clerk is assigned to the department.

The receiving coordinator monitors outstanding orders. The receiving coordinator makes direct contact with the vendor(s) to determine reason(s) for orders not yet received. Furthermore, attempts to establish a firm delivery date when possible.

Freight companies are fast paced; therefore, deliveries are made in matter of minutes.

Procedures upon immediate delivery and before accepting any shipment, the containers are examined for minor visible damage or severe visible damage by central receiving clerk.

Visible damage is recorded on the carrier’s shipping document and signed by the delivery person prior to accepting the shipment. The identified damage is also notated on AISD documents.

The central receiving department works with the vendor to correct any damages discovered at delivery.

#### **Receiving Procedures**

- (1) Locate the “packing slip.” The packing slip contains the information of the items shipped from the vendor. The packing slip should list the following information:
  - Date of shipment from the vendor
  - Abilene ISD Purchase Order Number
  - Quantities and descriptions of items shipped
- (2) Ensure the items on packing slip match the Purchase Order. Open containers and compare items to the Purchase Order. Receive all items that are applicable to the order and in good condition. The central receiving clerk notates by each item on the Purchase Order, received quantity and date. If the order is received in full, it is designated as such. If the order is a partial delivery, that information is notated as received quantity and date. If some items are backordered, this is notated as such on the Purchase Order. The receiving coordinator or receiving clerk contacts vendor to report discrepancies and obtain instructions for handling discrepancies dependent upon the situation. All backorders are handled through the central receiving department.
- (3) An identification number (asset tag #) is applied and recorded to designated items. The technology support department tags the majority of the technology related purchases. Refer to the asset listing for those items that require such identification. There are circumstances where items are tagged that are not identified on the object code chart field listing but are for reasons to record warranty information.
- (4) All items received according to the Purchase Order are delivered to the campus/department by the warehouse staff. A campus official verifies the order and

signs a copy of the Purchase Order signifying receipt of order at the campus level.  
(each campus receives a copy)

(5) All signed copies are kept on file in central receiving.

(6) Upon campus acceptance of items, the receiving coordinator receives products electronically which are further reviewed by accounts payable prior to processing payment.

There are several reasons listed below as to why all goods must be delivered and routed through central receiving.

- Damages may have occurred in transit and the freight line or vendor must be notified for a replacement.
- Verification of goods ordered has been properly delivered.
- Tagging and recording information for capital asset items.
- Completed orders are received on-line by the receiving staff.
- By prompt payment upon receiving, AISD receives discounts from some vendors.
- All discrepancies are maintained and monitored from one department.
- One department monitors and documents purchase orders that have not been filled and/or not yet completed such as backorders.
- Problems with vendors and/or vendor products are maintained in the department. By maintaining documentation within one department, Purchasing has a consensus relating to vendors and/or vendor products. These will be taken into consideration at the time of new bidding cycle.
- AISD Central Receiving Staff members have been trained to communicate with vendors.
- AISD Central Receiving Staff members have a point of contact with companies and can obtain results more expeditiously than multiple campus staff members calling vendors directly on a regular basis.

Items that are purchased for AISD shall be received through the central receiving department. If for some reason an item cannot be delivered as described above, the receiving coordinator shall be notified of the reason for further review.

NOTE: Only central receiving staff shall contact vendor(s) regarding order status and information. District staff shall notify central receiving with questions regarding orders.
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If an employee picks up an order at a local store (using a purchase order), it is his/her responsibility to complete an on-line AISD Campus Receiving Form of the receipt of goods to central receiving. The receiving allows accounts payable to remit payment to the vendor. Failure to complete the on-line receiving form may result in non-payment to the vendor.

## **XV. Warehouse & Distribution Center**

Abilene ISD Warehouse maintains a variety of items that can be procured by submitting a warehouse requisition in Frontline. The items are listed in the requisition catalog module of Frontline. The costs of the items listed in the warehouse catalog may vary because pricing is based on the “average” method.

Warehouse receiving procedures are similar to that of central receiving listed above in manual. The items are initially received by warehouse manager and then electronically received by a buyer based on receiving report from warehouse manager. The items are then placed in the appropriate area in the warehouse as inventory. (applies to both warehouse and student nutrition)

The AISD Warehouse is located at the following address:

3757 Amarillo Street  
Abilene, Texas 79602

Warehouse hours are from 7:00 a.m. to 4:00 p.m. Monday through Friday. During the school year, the Warehouse is closed on designated holidays.

## **XVI. Surplus Property - Disposal, Re-Use, Auction**

### **Surplus Property Disposal**

The Superintendent or designee is authorized to declare district materials, equipment, and supplies to be unnecessary and shall dispose of unnecessary materials, equipment, and supplies for fair market value. If the unnecessary property has no value, the Superintendent or designee may dispose of such property according to administrative discretion.

### **Sale or Disposal of Instructional Materials and Technological Equipment (purchased with IMA funds)**

Refer to TEC Chapter 31, TEC 44.031 and 19 TAC Chapter 66.

### **Surplus Property to be picked up at the Campuses or Departments**

Principals, directors, or secretaries shall notify the warehouse manager regarding items to be picked up from a campus or department.

### **Re-Use of Surplus Property by Campuses**

The Abilene Independent School District maintains a variety of surplus items to be used by campuses at the discretion of the campus principals. These items are relocated to the surplus facility from various campuses for numerous reasons. Staff interested in selecting items from the surplus facility may contact the warehouse manager. Only items with prior approval from the principal will be relocated to the campus.

### **Auction Information**

The Abilene Independent School District utilizes an on-line auction service. Items identified for auction are either no longer functional or are no longer needed by the various campuses or departments.

It is the responsibility of the campus principal(s) or program director to complete the appropriate paperwork and notify the warehouse manager of items that are no longer useful on the campus. The warehouse staff will pick up the items and relocate these items to the surplus facility.

Prior to setting an auction date, administrators approve electronically those items designated to be considered in the auction.

### **Surplus Property Disposal – Federally Funded**

The disposal of grant-funded assets shall be in accordance with federal guidelines and/or grant-specific guidelines, if any such guidelines exist. It is the program director responsibility to identify those items that were originally purchased with federal funds. It is also the program director's responsibility to submit the necessary paperwork to TEA or the granting agency (if required) for permission to dispose of those items with a market value of \$5000 or greater. All the necessary formalities with the granting agency shall be completed prior to auction. The proceeds are identified for the finance department for items that were sold from federal programs.

The program director shall notify and identify those items purchased with federal funds with the warehouse manager.

### **Recycling of Technology Items**

Campuses and departments shall work with AISD technology department to remove surplus or end of life technology items. Once technology has the items in their possession; the district's recycling company is contacted. All technology related items are picked up by a recycling company that complies with the necessary regulations.



## **XVII. Other Areas of Consideration for Purchasing in the Public Sector**

- The requirement to comply with *numerous statutes, policies, legal interpretations and procedures*: The complexity of these requirements demands not only knowledge of purchasing laws and standards but compliance in implementing a purchasing system that also meets user needs.
- The *dynamic and diverse nature* of the public education organizational environment: School districts are complex organizations with diverse functions. Although instruction is at the heart of the organization, numerous other services – ranging from transportation, warehouse to food service – support the overall educational mission. A procurement process must exist that accommodates all facets of an educational organization.
- *The competition among vendors* for school district business: The strong competition among vendors for school district business may create pressure on school district personnel for product selection, bid awards and dispute resolution. Most school districts seek to foster both good vendor relations and strong competition but balance them with objective purchasing decisions.
- *The consistent oversight by interest groups*: School district's purchasing is scrutinized by diverse groups including those from the public, media, state and federal agencies and auditors. Strict adherence to established guidelines and consistency in record keeping, documentation and execution of procedures assist the school district in withstanding this scrutiny.
- There are “*gray*” areas relating to purchasing methods and procedures: Complex and diverse needs create challenges for districts to determine the “appropriate” purchasing methods. Ever-changing legislative, executive and judicial decisions at both the state and federal levels further complicate the procurement process.

### **XVIII. Staff Resisting Purchasing Procedures or Guidance**

The purchasing department has been trained regarding procedures and guidelines. District staff members that choose to resist or bypass purchasing procedures will be responsible for their actions. This information will be noted in the purchasing files and those individuals will be held accountable. The purchasing department will not be responsible for actions of staff's noncompliance with purchasing laws and procedures.

## **XIX Federal Programs**

These procedures are written in addition to the procedures discussed elsewhere in the manual. The purpose of this section is to provide brief explanation of some federal requirements for procurement that were not specifically addressed or discussed previously. (Refer to 2 CFR Part 200, 45 CFR Part 75, TDA Procurement Arm/Policy or other federal programs guidance as applicable).

Purchases from federal funds will be made in accordance with the program requirements, district's purchasing policies and procedures listed elsewhere in this manual plus any other laws, procedures of guidelines referenced throughout this document.

It is the responsibility of the program director overseeing state and federal programs to update the purchasing department of procurement regulations and provisions. Coordination shall be made among the program director of such program, executive director of federal programs and the purchasing department regarding procurement issues.

The program director overseeing expenditures and purchases for the federal program(s) is responsible for taking extreme care to assure that all costs are allowable, correctly allocated, reasonable and necessary for the program. In addition, the program director shall make every effort to avoid purchasing unnecessary or duplicated items.

Acronyms and definitions related to federal grant management are listed in 2 CFR Part 200, 45 CFR Part 75.

### **Federal Regulations – The Basics**

- Federal Regulations applies to:
  - All purchases made with Federal and State Pass-Thru Grant Funds
- Who qualifies:
  - Any governmental entity that receives / expends federal funds
- Who is responsible:
  - Anyone involved in the expenditure of these funds (grant administrations, program directors, accounting, purchasing, etc.)
- What happens if guidelines are not followed:
  - The district may be required to refund the federal government for non-compliant purchases.

**Definition for the Term “Aggregate”** can be defined as the total sum of demand for desired or “like” goods or services over a 12-month period. The district uses the fiscal year 9/1 – 8/31 to monitor expenditures by procurement category.

**Like Type Items** for Abilene are defined as pre-determined set of categories or some may refer to these as commodity categories or procurement categories. At the time of entering a requisition, the user will select the procurement category that correlates to the items being procured. This provides a means of tracking expenditures by category. Refer to Section V. Procurement Categories for more information.

### **Methods of Procurement (not specifically defined in the previous section of the manual)**

Grantees and subgrantees will use procurement laws and guidelines as related to the funding source

(grant). Federal grants may reference State Statutes, local laws and regulations. In addition, federal grants will refer to federal procurement laws such as but not limited to those described in **2 CFR Part 200, 45 CFR Part 75 or other federal guidance**. The most stringent law will take precedence through the procurement process.

**Micro-purchase (Informal)** means in most cases an item that is a “one-off.” This method should be rarely used. To the extent practicable, the district must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if price is considered reasonable.

The district self-certified with Texas Education Agency (TEA) to increase the micro-purchase limit to \$49,999.99.

**NOTE:** The threshold of less than \$49,999.99 must be considered in the aggregate of 12 months for “like-type” for any procurement category. Therefore, the cost of items purchased using the micro-purchase method is cumulative across 12 months and cannot exceed a total of \$49,999.99

**Small Purchases** – Because the district has increased the micro-purchase threshold up to \$49,999 and because the state law for formal procurement is \$50,000 small purchases generally do not apply. The district typically uses contracts that have been competitively procured either through AISD, purchasing cooperative, DIR and CTPA. The district only utilizes purchasing cooperatives, DIR and CTPA contracts that are federally compliant.

Small purchases are not allowed for expenditures over \$50,000 based on procurement categories in the aggregate. Districts can use price quotes from adequate sources for items under \$50,000 in the aggregate based on procurement categories.

**Competitive Procurement (State Law)** – discussed in section II and III. State law requires competitive procurement at \$50,000. Therefore, this regulation is more stringent than the \$250,000 threshold of federal regulations. A competitive procurement is required at \$50,000 for any procurement category regardless of funding source.

### **Construction Projects (Federally Funded)**

Federally funded construction related projects shall be procured using one of the procurement methods as defined by Texas Education Code 2269 and /or by federal regulations applicable for grant requirements.

**The Procurement by Noncompetitive Proposal** method shall be used by the district when the purchase of goods or services is from the following:

A “sole source vendor” is explained in Section III of this manual.

A public exigency or emergency will not permit a delay resulting from the competitive solicitation process.

- The district shall declare a public exigency or emergency prior to making such as purchase of goods or services under this method

- The granting agency or pass-through entity authorized the use of a non-competitive proposal method
- The district shall obtain written approval/authorization from the granting agency or pass-through entity.
- After solicitation of a number of sources, competition is determined to be inadequate
- The district shall determine that competition is inadequate if after two (2) solicitations of bids and/or proposal, only one vendor is responsive to the solicitations.

NOTE: Abilene ISD may be more restrictive than stated in the statute.

### **Contract Cost and Price**

- **Independent Estimate:** Federal regulations require documentation of cost analysis or price analysis for purchases at or above \$250,000 in the aggregate of a 12-month period. As part of the analysis, the regulations require documentation of an independent estimate reached before receiving bids or proposals (*refer to 2 C.F.R. § 200.324*) or before receiving quotes or proposals from other governmental entities through an Interlocal contract or a purchasing cooperative (*refer to 2 C.F.R. § 200.318 (e)*). The Independent Estimate Determination is a form used to document AISD's estimated range of fair and reasonable costs for the goods and/or services to be acquired and to document the analysis **PRIOR** to seeking bids, proposals, or quotes. The form is kept as part of the procurement file along with the cost or price analysis, which is conducted after receiving proposals but before awarding a contract, to demonstrate that the procurement process was conducted in an open and fair manner and that AISD received the most advantageous price.
- **Cost or Prices Analysis:** Federal regulations require documentation of cost analysis or price analysis for purchases (including purchasing cooperative) at or above \$250,000 in the aggregate (*refer to 2 C.F.R. § 200.324*) of a 12-month period. The Determination of Cost or Price Reasonableness form is used to document the analysis showing that the offered price is fair and reasonable. The form is kept as part of the procurement file to demonstrate that the procurement process was conducted in an open and fair manner and that the district received the most advantageous price. This document is used on conjunction with the Independent Estimate.
- **Negotiating Price as a Separate Element:** Federal regulations require non-federal entities to negotiate profit as a separate element of the price for each contract in which there is no price competition and in instances where a cost analysis is required. This is applicable for those cost that exceed \$250,000.

### **Purchasing Efficiency Strategies**

All purchases with federal grant purchases shall be in accordance with the federal regulations, specifically 2 CFR 200.318 or 45 CFR 75.357. All purchases shall be purchased from a variety of qualified vendors with the ability to perform successfully under the terms and conditions of a

proposed procurement. The district shall strive to avoid acquisition of unnecessary or duplicative items. The district shall also consider and implement when applicable the following dependent on the procurement or situation:

- Consolidation of purchases to obtain volume pricing, as appropriate
- Evaluate the cost efficiencies of leases versus purchases of equipment
- Utilize cooperative purchasing agreements, as appropriate, to obtain volume pricing
- Utilize federal or state excess/surplus property supplies or equipment in lieu of purchasing new supplies or equipment, as appropriate
- Utilizing value-engineering in construction projects to seek cost reductions

**The district shall also:**

- Avoid “time and materials” contracts if other alternatives exist
- Monitor vendor performance to ensure the vendor provides the services and/or goods, as appropriate
- Ensure that all contract and vendor disputes are resolved in the most advantageous manner
- Minimize the risk of jurisdictional issues by ensuring that all contracts would be litigated in a court within the county, city and/or state, as appropriate

**Contracted & Professional Services (62XX)**

Professional and contracted services expenditures to be procured by federal or special funds as applicable must be included in the grant application and be approved by the granting agency. The program director shall ensure the professional and/or contracted service is reasonable and necessary for the designated program. (2 CFR 200.459 or 2 CFR 75.459 for detailed information). The procurement process will not begin until the district has been notified of the grant award and/or amendment.

NOTE: The purchasing department may deem it necessary to contact a program director for better clarification of a purchase as well as redirecting the procurement method to ensure compliance. The processing of the requisition may be delayed if further research is required, or competitive procurement is necessary.

**Procurement Using Object Codes 63XX, 64XX & 66XX**

Expenditures using object codes 63XX, 64XX & 66XX to be procured by federal or special funds as applicable must be included in the grant application and be approved by the granting agency. The program director shall ensure the expenditures are reasonable and necessary for the designated program. The procurement process will not begin until the district has been notified of the grant award and/or amendment. The type of items being procured will depend on the procurement method. The method could vary among (but not limited to) the following (1) the items may be quoted due to cost, (2) use of a purchasing cooperative, or (3) competitive procurement (bidding). The program director may contact the purchasing department to discuss procurement methods prior to the submission of a requisition. Refer to Section III that addresses other methods of procurement. The

requisition process is described in Section X. The program director is final approver for these services in the financial system.

NOTE: The purchasing department may deem it necessary to contact a program director for better clarification of a purchase as well as redirecting the procurement method to ensure compliance. The processing of the requisition may be delayed if further research is required or competitive procurement is necessary.

### **“Quick” Reference for Expending Special Funds**

- 1) The budget is prepared by the program director with the assistance from the accounting department. The program director and the accounting department work together to finalize and submit the budget to the granting agency.
- 2) A “checks and balance system” involving employees and program directors involved in the requisition and approval process ensures that all items are allocated correctly to the responsible program and are necessary, allowable and reasonable. Listed below are the steps for which a request becomes a Purchase Order.
  - a) A user submits a request for purchase to the program director.
  - b) Program director (or designee) verifies the request for allocability, allowability and reasonableness.
  - c) The user or program director designee creates a requisition using the financial software.
  - d) The requisition routes systematically to the program director for review and approval.
  - e) The requisition routes systematically through the approval process to the buyer in the purchasing department for review and approval. The purchasing department may require additional information from the program director prior to approving the requisition as described elsewhere in the manual.
  - f) Upon approving the requisition from the purchasing department, a Purchase Order is created and sent to the vendor.

NOTE: This is only a “quick” reference that describes the process for expending grant funds. It is in the best interest for the program director and staff to become familiar with all aspects of the purchasing section of this manual and the applicable grant requirements for procurement.

This manual does not include every aspect of the federal guidelines. Refer to federal guidelines for the specific grant(s) and Texas Education Agency website for complete details and guidance.

## **XX. Texas Department of Agriculture Funds**

This section applies to the Student Nutrition Program and other programs that expend TDA funds. These procedures, details or clarifications are written in addition to the procedures discussed elsewhere in the manual. The purpose of this section is to provide some specific language from TDA for this manual.

It is the responsibility of the program director overseeing the program to update the purchasing department of procurement guidelines and any future updates to procurement guidelines.

The program director overseeing expenditures and purchases for the Student Nutrition Program is responsible for taking extreme care to assure that all costs are allowable, correctly allocated, reasonable and necessary for the program. In addition, the program director makes every effort to avoid purchasing unnecessary or duplicated items.

### **Procurement Methods**

There are two types of procurement – formal and informal. The decision to use informal or formal is based on the total estimated cost of the purchase and whether it does or does not exceed the simplified acquisition threshold.

### **Informal Methods**

- (1) **Micro-Purchase Method** is intended to minimize the burden for purchases of very small amounts. A micro-purchase is a single purchase or transaction that has a total aggregate cost that is equal to or less than \$10,000.00; total aggregate cost may consist of one product and/or service or multiple products and/or services.

Micro-Purchases must provide equitable distribution of purchases and reasonable cost.

Equitable Purchasing must be distributed among all qualified suppliers that are able to provide the products and/or services at a reasonable cost. However, Abilene ISD is a city but, in some situations, vendors will not or cannot do business with a school district. In some situations, there are only certain number of stores available offering the products.

Reasonable Cost is defined as the cost must not exceed an amount incurred by a prudent person under similar circumstances.

Routine Purchases must not be broken into smaller purchase amounts to qualify for micro-purchasing.

Provisions applicable to Micro-Purchase include the following:

- Buy American
- Price must be reasonable – multiple quotes are not required
- Cost Analysis is not required. However, the district must document that the cost is reasonable. Acceptable documentation includes newspaper advertisements, online pricing, and space factor for storage, etc.



- (2) **Small Purchase Method** is appropriate when the products and/or services has an aggregate total for a single purchase or total purchase that is less than the simplified acquisition threshold of \$50,000.

Provisions applicable to Small Purchases include the following:

- Buy American.
- Competitive Purchasing. When the district uses the small purchase method, the district must obtain three (3) price quotes from at least three responsible and responsive vendors.
  - Quotes may be obtained orally or in writing. The district must retain documentation demonstrating the price quotes. In some situations, a vendor's website is appropriate.
  - Responsible vendors are capable of providing the products and/or services described in the specifications and/or technical requirements.
  - Responsive vendors provide pricing information specific to the products and/or services to be purchased.
- Contract. If the small purchase results in a contract, the district must meet all the requirements related to the development and use of a contract described in the Solicitation and Contracts sections of the policy ARM.
- Cost Analysis is required when using the small purchase method. The program director or designee shall conduct a price comparison and retain documentation.
- The program must choose the most responsible and responsive offer with price as the primary consideration. The price must not be based on a cost-plus percentage of cost.
- Routine purchases must not be broken into smaller purchase amounts in order to qualify for the small purchase method.

When using the small purchase method for the same items, there must be documentation as to why this method is most suitable.

- Solicitation. Documentation must be maintained that provides the specifications and/or technical requirements given to potential vendors who provided price quotes or pricing information. All vendors must be given the same solicitation information.

**Formal Procurement Method (Abilene ISD does not use competitive bidding but instead competitive sealed proposal)**

This method is for purchases at or above \$50,000.00. This can also be for purchases that in the aggregate is approaching \$50,000 of a given a procurement category.

**(1) Request for Competitive Sealed Proposals**

An CSP is a competitive procurement method that includes specifications and/or technical requirements of product(s) and/or service(s) to be provided for a firm fixed price where

vendors submit an offer for products and/or services. As noted elsewhere in this manual, AISD promotes free and open competition.

A proposal is awarded to the most responsible vendor whose offer is most advantageous to the district/program—price and other factors are considered. The following must be used when using the proposal method.

- *Aggregate.* The aggregate total for a competitive sealed proposal is the total amount of the cost for a single contract (or a single renewed contract).
- *Award.* The selected vendor or vendors are notified in writing of the contract award.
- *Buy American.* The Buy American provisions apply to the CSP methods.
- *Competitive Purchasing.* Vendors must be solicited from an adequate number of known suppliers. For there to be competitive bidding, there must be two or more responsible offerors.
- *Contract.* All district proposals or contracts are based on firm fixed price or a cost reimbursable contract.
- *Independent Estimate / Cost Analysis* or price comparison is required.
- *Credits, Rebates and Discounts.* In a cost reimbursable contract, the winning vendor must return credits, rebate, and discounts to the program.
- *Evaluation of the Offers.* The district must use criteria and weights provided in the proposal to determine whether an offer is both responsible and responsive. Pricing must be the heaviest weighted criteria.
- *Price.* The most responsible and responsive offer shall be chosen using price as the primary consideration. The price must not be based on cost-plus a percentage of cost.
- *Public Advertising.* Proposals must be publicly advertised and advertised according to law. All proposals are advertised to ensure free and open competition.
- *Rejecting an Offer.* Any or all offers may be rejected if there is a sound documented reason.
- *Solicitation.* The district must provide the following information in the solicitation:
  - Specifications and/or technical requirements for the product(s) and/or service(s) to be purchased
  - Bonding requirements if applicable
  - Method for submitting an offer
  - Method and criteria for evaluating the bid
  - Process for assigned staff to respond to and resolve all bid protests.
  - Contractual statements required by law
  - Certifications for vendor responses
  - Method for submitting a protest for the bid award
  - Refer to the district's checklist to ensure all documents and certifications are included.

The district must maintain documentation that demonstrates the district's actions to release the proposal to the public as well as all communication that occurs after the solicitation is released.

## **Inadequate Competition**

Inadequate Competition occurs when the district actively and appropriately attempts to solicit offers from a number of sources, but competition is deemed inadequate. The number of offers that met the solicitation specifications and technical requirement is less than expected.

If an inadequate number of offers was received, the district must ensure that competition was not restricted or limited. A lack of offers can be caused by a poorly written solicitation or advertising that targets too small of a population base, rather than a lack of vendors capable of supplying the products and/or services to be procured. If the district determines that the solicitation was not properly completed, the district must (1) provide notification of its intention to rebid the contract, (2) review its solicitation, modify the solicitation as necessary, and (3) reissue the solicitation.

The district may award the contract if determined that the solicitation was properly completed. The district must retain documentation to demonstrate that the district (1) took appropriate actions to foster adequate competition and (2) reviewed its solicitation procedure to ensure that district did not limit competition. Documentation for these purposes would include, but is not limited to, copies of advertising releases, mailing lists, communication documents, or contact logs.

## **Noncompetitive Method**

A noncompetitive purchase method occurs when only one offer is received. Procurement by a noncompetitive method is an appropriate method of procurement when one or more of the following circumstances apply.

- The district actively attempted to solicit offers from a number of sources, competition was deemed inadequate—that is, the number of offers that met the solicitation specifications and technical requirements were less than expected. This would include when the district receives only one responsible and responsive offer.
- The product and/or service is available only from a single (sole) source distributor, supplier, or manufacturer. Sole source noncompetitive procurement requires TDA approval.
- A public emergency or unexpected emergency situations will not permit a delay resulting from the additional time required for a competitive solicitation for the product and/or service. Emergency noncompetitive procurement requires TDA approval. (In most situations, a contract is available).
- TDA authorizes districts use of a noncompetitive procurement method.

Maintain all documentation for this decision such as advertisement, vendor list, communication logs, etc. TDA does not have to approve a noncompetitive proposal when there are limited numbers of vendors.

<b>This manual does not include every aspect of the TDA requirements or guidelines. Refer to the Policy Arm on the Texas Department of Agriculture website for complete details and guidance.</b>
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## **XXI. Contract Provisions**

The following certifications and provisions are included in ALL proposals. Vendors are required to certify **as applicable**.

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### **CERTIFICATION OF AUTHORIZATION, PERMITS, AND BUSINESS CERTIFICATES REQUIREMENT**

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For the duration of the Contract, Vendor must have and maintain current licenses, permits, fees, business certificates and similar authorizations required by the City of Abilene, Taylor County, and the State of Texas to conduct business and provide awarded goods and/or services to the District. Upon the request of the District, Vendor shall provide copies of all licenses, business certificates permits and fees as being paid and current that are required to do business by the city, county and State for the type of business Vendor provides, or seeks to provide, to the District.

**Vendor understands and agrees to abide by the Authorization, Permits, and Business Certificates Requirement above. Vendor certifies that it has all current licenses, certificates, similar authorizations required by the City of Abilene, Taylor County, and the State of Texas to conduct business and/or provide awarded goods and/or services to the District.**

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### **CERTIFICATION OF ANTITRUST CERTIFICATION STATEMENT –Texas Government Code Section 2155.005**

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**My initials below affirms under penalty of perjury of the laws of the State of Texas that:**

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) listed below;
2. In connection with this bid/contract, neither I nor any representative of Vendor have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus & Comm. Code Chapter 15;
3. In connection with this bid/contract, neither I nor any representative of the Vendor have violated any federal antitrust law;
4. Neither I nor any representatives of the Vendor have directly or indirectly communicated any of the contents of this bid to a competitor of the Vendor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Vendor.

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### **CERTIFICATION OF FELONY CONVICTION NOTIFICATION**

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Pursuant to section 44.034 of the Texas Education Code, a person or business entity entering into a contract and/or agreement with AISD must give advance notice to AISD if the person or an owner or operator of the business entity has been convicted of a felony. The disclosure must include a general description of the conduct resulting in the conviction of a felony. AISD may terminate a contract with a person or business entity if AISD determines that the person or the business entity failed to give notice as required by section 44.034 or misrepresented the conduct resulting in the conviction. In such a case, AISD will compensate the person or business entity for services performed before the termination of the contract.

#### **---THIS NOTICE IS NOT REQUIRED OF A PUBLICLY HELD-CORPORATION ---**

Please check the following as applicable:

- ☐ Vendor is a publicly held corporation; therefore the above reporting requirement does not apply.
- ☐ Vendor **is not** owned nor operated by anyone who has been convicted of a felony.
- ☐ Vendor **is** operated or owned by the following individual(s) who has/have been convicted of a felony:

*Name of Individual(s):* \_\_\_\_\_

*Detail of conviction(s), attach additional pages if necessary:* \_\_\_\_\_

\_\_\_\_\_

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### **CERTIFICATION OF INSURANCE REQUIREMENT**

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I, the undersigned Vendor, do hereby certify that I shall maintain all insurance policies required by and in accordance with AISD

insurance requirements. I further understand and agree that I must make the certificates of insurance and insurance policies available to AISD upon request.

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#### **CERTIFICATION REGARDING TERRORIST ORGANIZATIONS**

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Pursuant to Sections 2252.151-.154 of the Texas Government Code, the vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law.

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#### **CERTIFICATION REGARDING BOYCOTTING OF ISRAEL**

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If (a) Contractor is not a sole proprietorship; (b) Contractor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Contractor hereby certifies and verifies that neither the Contractor, nor any affiliate, subsidiary, or parent company of the Contractor, if any (the "Contractor Companies"), boycotts Israel, and the Contractor agrees that the Contractor and Contractor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

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#### **CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES**

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If (a) company is not a sole proprietorship; (b) company has ten (10) or more full-time employees; and (c) this contract has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 13 (87<sup>th</sup> session), the company hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." See TEX. GOV'T CODE § 809.001(1).

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#### **CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES**

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If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under TEX. GOV'T CODE § 2274.003 of SB 19 (87<sup>th</sup> leg.); and (e) governmental entity has determined that company is not a sole-source provider or governmental entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required. Pursuant to TEX. GOV'T CODE Ch. 2274 of SB 19 (87<sup>th</sup> session), the company hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade

association. See TEX. GOV'T CODE § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See TEX. GOV'T CODE § 2274.001(3) of SB 19.

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#### **CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE**

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*Abilene ISD* is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to the company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the *Abilene ISD* for product warranty and support purposes. Company, certifies that neither it nor its parent company nor any affiliate of company or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this contract, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." See TEX. GOV'T CODE § 2274.0101(2) of SB 1226 (87<sup>th</sup> leg.). The company verifies and certifies that company will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

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#### **CERTIFICATION REGARDING CONTRACTING INFORMATION**

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If Vendor is not a governmental body and (a) this Agreement has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by AISD; or (b) this Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by AISD in a fiscal year of AISD, the following certification shall apply; otherwise, this certification is not required. As required by Tex. Gov't Code § 552.372(b), the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter." Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to AISD for the duration of the Agreement; (2) promptly provide to AISD any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of AISD; and (3) on completion of the Agreement, either (a) provide at no cost to AISD all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to AISD.

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#### **DISCLOSURE OF INTERESTED PARTIES**

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Texas Government Code Section 2252.908 requires a Disclosure of Interested Parties using the electronic/online form (available at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)) and procedure established by the Texas Ethics Commission, to be filed with the District at the same time Vendor submits the signed contract to the District, if (1) the contract award requires action or a vote by the Board of Trustees; (2) the value of the contract is at least one million dollars (\$1,000,000.00); or (3) the contract is for services that would require a person to register as a lobbyist under Tex Gov't Code Chapter 305. The form requires disclosure of any "interested party" to the contract of which the contracting business entity is aware, and must be signed by an authorized agent of the contracting business entity acknowledging that disclosure. Proposer agrees that upon notification of award and of the applicability of this requirement, it will timely comply with the filing requirements set forth by the Commission and Section 2252.908 of the Texas Government Code.

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**COMPLIANCE WITH DISTRICT POLICIES AND DECORUM ON DISTRICT CAMPUSES**

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Vendor acknowledges that the work and delivery of goods solicited under this RFP may be performed in connection with an educational facility that is currently occupied and in use. Vendor agrees to and shall comply with all rules, regulations, policies and requirements of the District and the school campus on which work is to be performed, and shall take all steps necessary to protect and guard the safety of the employees, students and invitees of District.

Vendor recognizes that the ongoing school activities in proximity with its onsite activities requires the need for prompt and effective coordination of its services with those involved in the ongoing utilization of the premises. Vendor's deliveries and/or performance of services will be scheduled so as not to interfere with, interrupt, disturb, or disrupt District's normal operations or facilities.

The Vendor recognizes that the site is a public-school campus. Vendor understands that under the required Contract, the Vendor will be responsible for the actions of its employees and any contractor working for the Vendor under contract. Vendor certifies that it shall:

- a. not permit employment of unfit persons or persons not skilled in tasks assigned to them;
- b. prohibit the possession or use of alcohol, controlled substances, tobacco (including e-cigarettes);
- c. prohibit the possession of any weapons on a school site or in cars of employees or contractors of Vendor, regardless of whether the owner of the weapon has permit to open or concealed carry a weapon; and
- d. require adequate dress of the Vendor's forces consistent with the nature of the work being performed.

Vendor understands and acknowledges that Vendor and Vendor's employees will be required to obtain a temporary badge from the AISD Facilities Department while on the district's property. A photo ID, preferably a driver's license, will be required for issuance of the badge. Badges shall be returned to AISD Facilities Department upon completion of project.

## **Certifications and Provisions Included in Contracts/ Proposals for Federal Funds – (Appendix II)**

Including the certifications and provisions referenced above, the following are included in contracts/ proposals where federal funds may be expended. This is intended to reflect the District's compliance with provisions from Appendix II. Vendors are required to certify **as applicable**.

The following certifications and provisions are required and apply when AISD expends federal funds (including funds for HHS programs per 2 CFR § 300.1 and 45 CFR Part 75) for any contract resulting from this procurement process. **Accordingly, the parties agree that the following terms and conditions apply to the Contract between the District and \_\_\_\_\_ ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds.**

**(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when AISD expends federal funds, AISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

**Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

**(B) Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (B) above, when AISD expends federal funds, AISD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; (3) otherwise perform in accordance with the contract and/or the procurement solicitation; or (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or AISD. AISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if AISD believes, in its sole discretion that it is in the best interest of AISD to do so. Vendor will be compensated for work performed and accepted and goods accepted by AISD as of the termination date if the contract is terminated for convenience of AISD. Any award under this procurement process is not exclusive and AISD reserves the right to purchase goods and services from other vendors when it is in AISD's best interest.

**Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

**(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

Pursuant to Federal Rule (C) above, when AISD expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

**Does Vendor agree to abide by the above? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract**



or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when AISD expends federal funds during the term of an award for all contracts and sub-grants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

**Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by the District, the vendor certifies that during the term of an award for all contracts by the District resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

**Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by AISD, Vendor certifies that during the term of an award for all contracts by AISD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

**Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by AISD, Vendor certifies that during the term of an award for all contracts by AISD resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

**Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred,

suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by the District, the vendor certifies that during the term of an award for all contracts by the District resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to the District if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The District may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the District knows the certification is erroneous.

**Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

Pursuant to Federal Rule (I) above, when federal funds are expended by the District, the vendor certifies that during the term and after the awarded term of an award for all contracts by the District resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for 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.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.**

**Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

**(J) Procurement of Recovered Materials – When federal funds are expended by AISD, AISD and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.**

Pursuant to Federal Rule (J) above, when federal funds are expended by AISD, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document,

that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

**Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

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**CERTIFICATION OF COMPLIANCE WITH NEVER CONTRACT WITH THE ENEMY – 2 C.F.R. § 200.215**

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When federal funds are expended by the District for grant and cooperative agreements, or any contract resulting from this procurement process, that are expected to exceed \$50,000 within the period of performance, and are performed outside of the United States, including U.S. territories, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, the District will terminate any grant or cooperative agreement or contract resulting from this procurement process as a violation of Never Contract with the Enemy detailed in 2 CFR Part 183. The vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIS) for any grant or cooperative agreement terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. The District has a responsibility to ensure no Federal award funds are provided directly or indirectly to the enemy, to terminate subawards in violation of Never Contract with the Enemy, and to allow the Federal Government access to records to ensure that no Federal award funds are provided to the enemy.

**Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

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**CERTIFICATION OF COMPLIANCE WITH PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT – 2 C.F.R. § 200.216**

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The District, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216. The vendor certifies that vendor will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.

**Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

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**RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS – 2 CFR § 200.334**

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When federal funds are expended by the District for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

**Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

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**CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS  
APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS IN  
EXCESS OF \$100,000 OF FEDERAL FUNDS**

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When federal funds are expended by the District for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued

pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

**Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

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**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

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When federal funds are expended by the District for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

**Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

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**CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT**

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It is the policy of the District not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

**Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

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**CERTIFICATION OF DOMESTIC PREFERENCES FOR PROCUREMENTS AND COMPLIANCE WITH BUY AMERICA PROVISIONS – 2 CFR § 200.322**

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As appropriate and to the extent consistent with law, AISD has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

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**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.337**

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Vendor agrees that the District, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, U.S. Department of Defense, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor and its successors, transferees, assignees, and subcontractors that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

**Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

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**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

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Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

**Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

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**CERTIFICATION OF AFFIRMATIVE STEPS FOR SMALL, MINORITY AND WOMEN-OWNED FIRMS**

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Vendor is required to take all affirmative steps set forth in 2 CFR Part 200 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) – (5) of this section.

**Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

**Certifications and Provisions Included in Contracts/ Proposals for  
Student Nutrition as Related to Food**

Including all other certifications and provisions referenced above, the following are included in contracts/ proposals where student nutrition funds may be expended. Vendors are required to certify **as applicable**.

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**CERTIFICATION REGARDING HAZARD ANALYSIS AND CRITICAL CONTROL POINTS (HACCP) –  
APPLICABLE TO FOOD PRODUCTS ONLY**

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**All products purchased by AISD must be manufactured in compliance with HACCP regulations. Vendor certifies that:** all products on this contract are processed and packaged in a HACCP compliant plant. Vendor agrees Vendor further understands that AISD requires processors to maintain records and monitoring logs pertaining to HACCP compliance, at a minimum, in the following Key Areas of HACCP compliance:

- |   |  |
|---|--|
| • Hazard Analysis   | • Orientation for all employees                        |
| • Critical Control Points established and limits set                        | • Ongoing training on food safety and HACCP procedures |
| • Planned procedures in place to correct processes when deviation may occur | • Separation of food and chemical products             |
| • Detailed and accurate record keeping                                      | • Refrigerated dock receiving and loading              |
| • Verification procedures   | • Master cleaning and sanitation schedule              |
| • Equipment installation and maintenance                                    | • Time/Temperature monitoring                          |
| • Master cleaning and sanitation schedule                                   | • Pest Control   |

Vendor further understands and agrees that documentation and monitoring logs must be verified by an acceptable third party auditing firm or government agency and provided to AISD upon request. Vendor also understands and agrees that if a processor loses inspection/processing rights or has a recall involving product sold to AISD, Vendor must notify AISD within 24-48 hours.

\_\_\_\_\_ **Initials of Authorized Representative of Vendor**

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**COMPLIANCE WITH BUY AMERICAN PROVISION – APPLICABLE TO FOOD PRODUCTS ONLY**

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The Buy American provision, set out in 7 C.F.R. Part 210.21(d), requires participants in the National School Lunch Program and School Breakfast Program to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A “domestic commodity or product” is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 C.F.R. 210.21(d). “Substantially” means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically. When USDA Foods items are manufactured into processed end products, 51% of resulting food products must be of United States origin.

**Vendor certifies that Vendor shall provide food products that meet the Buy American provision. Vendor further certifies that, in compliance with the Buy American provision, its products are “domestic commodities or products” as defined by 7 C.F.R. § 210.21(d). Vendor further certifies that the food products it supplies are processed in the U.S. and Vendor shall certify the percentage of U.S. content, by weight or volume, in the food component of processed food products supplied to the District.**

\_\_\_\_\_ **Initials of Authorized Representative of Vendor**

**The following certification may be used for specific food products: Vendor further certifies that its product(s): \_\_\_\_\_, were processed in the U.S. and contain at least \_\_\_\_\_% (insert % of weight or volume) of its agricultural food component(s) from the U.S.**

If Vendor is repetitively unable to provide domestic food products, the District may require Vendor to provide evidence that Vendor is capable of fulfilling the terms and conditions of the Contract and specifically, the Buy American provision. If the District determines that Vendor is not capable of fulfilling the terms and conditions of the Contract and/or specifically, the Buy American provision, the District may terminate its Contract with Vendor.

Vendor shall provide documentation that demonstrates that food products meet the Buy American provision. By signing below, Vendor

certifies that it will adhere to the documentation requirements for the Buy American provision. Vendor must notify the District if a delivery contains non-domestic products, so the District may approve delivery as an exception to the Buy American provision. Vendor certifies that it will adhere to the notification requirements for the Buy American provision.

\_\_\_\_\_ Initials of Authorized Representative of Vendor

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**REQUEST FOR EXCEPTION FROM THE BUY AMERICAN PROVISION – APPLICABLE TO FOOD PRODUCTS ONLY**

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Exceptions to the Buy American provision should be utilized as a last resort; however, an exception may be approved by the District upon request, by occurrence (i.e., delivery). Blanket exception approvals are not allowed. The District must determine that the use of a non-domestic food product is appropriate, using the USDA-prescribed questions in making the decision. See "Requirements for an Exception," ARM Section 17b Buy American, at p. 19 (August 12, 2020). Vendor agrees to provide information to the District that will assist the District in this determination. The decision to purchase or accept delivery of a non-US product must be made by the District. Vendor agrees to comply with all requirements imposed by applicable law, USDA/TDA guidance, and the District concerning Buy American provision exceptions.

\_\_\_\_\_ Initials of Authorized Representative of Vendor



## **Glossary of Terms**

**Approved Vendors** - Approved vendors are those who have been awarded a contract for a particular category of items through the competitively procured process or otherwise identified for other reasons.

**NOTE:** A vendor is **not** automatically an approved vendor if listed with a Vendor ID in the system.

**Award** – The purchasing department acceptance of a proposal from a Vendor resulting in a contract.

**Back Order** – All or part of an order that the Vendor is unable to ship immediately but will be shipped at a later date.

**Bid Evaluation** – An analysis of the responses to a proposal to determine the Vendor(s) whose response meets the necessary criteria of the District to be Vendor of award.

**Bidder or Proposer** – The Vendor submitting the reply to an invitation for bid/proposal.

**Competitive Bidding** – The submission of prices by individuals or firms competing for a contract.

**Contract** – A legally binding agreement between two or more parties.

**Discount** – A deduction from the normal price (shelf, retail or MSRP) of an item(s) given by the Vendor to the Purchaser.

**Prepayment** – When a payment must accompany the Purchase Order (memberships, dues, subscriptions, registrations, etc.) – Proof is required.

**Purchase Order** – A Purchase Order is a binding commitment between the District and Vendor. The Vendor is to provide the goods as indicated on the Purchase Order and in turn the District will remit payment upon receipt of goods.

**Purchase Requisition** – A requisition is an internal process by which an individual creates a requisition in the District's financial system. It routes for approval before the buyer finalizes the order.

**Sealed Proposal/Electronic Proposal** – A sealed proposal that is submitted in a sealed envelope according to the instructions to bidders. There is a due date and time deadline for submission. Envelopes are date and time stamped by the purchasing department until the deadline.

An electronic proposal is submitted through the District's electronic bidding system and is released at the deadline for receiving proposals.

**Specifications** – A description of what the Purchaser seeks to buy. These should be detailed and include all related information required by the Vendor to be considered for the award.

**Vendor** - Supplier



## **Frequently Asked Questions**

1. *Could I possibly purchase the items with a personal check or credit card and be reimbursed?*  
No, anyone obligating the District's funds without a purchase order will be responsible for paying the vendor.

2. *What does "f.o.b." mean?*

This term is an acronym for "free on board" which designates the point at which charges for freight begins. FOB destination indicates that the charges begin at the destination; thus there are no charges to the recipient (district). FOB shipping point indicates that the charges begin at the point of shipment; thus charges are borne by the recipient (district). Simply stated, FOB destination requires the vendor/supplier to pay freight charges, while FOB shipping point requires the District to pay the shipping charges.

The FOB point also indicates the point at which the District assumes responsibility for the goods/merchandise. If the shipment is FOB destination, the responsibility remains with the vendor/supplier until the merchandise reaches the district. A shipment made FOB shipping point holds the District responsible from the point of shipment.

3. *May I share bid/quote information with the vendors?*

Bid/quotes shall not be shared until after an award, and then only by the purchasing department if applicable as confidential information may not be shared until further guidance is received.

4. *What is personal property?*

The term "personal property" includes related classes or types of items, or consumable supplies, such as, athletic supplies, automotive supplies, office supplies, cafeteria commodities, books, instructional supplies and so forth.

5. *Are brand names allowed in specifications?*

Yes. Specifications may include brand names. All efforts should be made to describe in a practical or economical manner the item being purchased, if not, the brand names may be used if followed by "or equal." In connection with "or equal" in the contract specifications, district's decisions regarding comparability of products are final, but should be based upon defined performance criteria.

6. *If a brand is specified, what other information must be included in the specification?*

It is recommended that the specifications clearly set forth and convey to prospective vendors the general style, type, character and quality of the brand desired and equivalent products will be acceptable.

7. *Must an award of contract for personal property automatically be to the vendor bidding the lowest price?*

No. For purchases of personal property, there is no requirement to award a contract to the lowest vendor; however, according to the Texas Supreme Court, board members are required "to act faithfully in the exercise of their best judgment so as to best serve the interest of their district." Good management practices would dictate that any time the lowest vendor is not

accepted; detailed documentation should be maintained as to why the lowest competitive procurement offer was not the best value to the district. If the bid was non-responsive, document what requirement was not met.

8. *What additional criteria constitute adequate justification for awarding a contract to other than the lowest vendor?*

In regard to the Texas Education Code purchasing law, there is no requirement in state law that a contract for personal property be awarded to the lowest vendor; however, a decision to award a contract to a vendor other than the lowest vendor should reflect the exercise of sound discretion by the district.

9. *Can contract awards be restricted to only local vendors?*

There are situations where local preference can be applied. Contract awards may be restricted to vendors located in Texas, such as, product and landscape plants from Texas. A contract may not be awarded to a vendor on the sole basis that the said competitive procurement offer is a local merchant of businessman.

There are some circumstances which may exist in which the proximity of the vendor relates to the determination of lowest responsible bidder, which determination is within the reasonable discretion of the contracting authority. An example would include a service related contract for which response time is essential.

10. *What does Excluded Parties List mean?*

Districts awarded federal funds cannot make any award or permit any award to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension." Refer to System for Award Management (SAM) <https://www.sam.gov/> for excluded party listing.

## **Local, State and Federal Regulations Websites**

Below are some website references that further describe various areas discussed in this manual.

### **Texas Education Agency (TEA)**

- TEA Procurement Guidance Handbook - [TEA Procurement Guidance Handbook](#)

### **Texas Education Code**

- Chapter 44 - <https://statutes.capitol.texas.gov/Docs/ED/htm/ED.44.htm>

### **Government Code**

- Chapter 573 - <https://statutes.capitol.texas.gov/Docs/GV/htm/GV.573.htm>
- Chapter 791 - <https://statutes.capitol.texas.gov/Docs/GV/htm/GV.791.htm>
- Chapter 2252 - <https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2252.htm>
- Chapter 2253 - <https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2253.htm>
- Chapter 2254 - <https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2254.htm>
- Chapter 2258 - <https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2258.htm>
- Chapter 2269 - <https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2269.htm>

### **Local Government Code**

- Chapter 176 - <https://statutes.capitol.texas.gov/Docs/LG/htm/LG.176.htm>

### **Code of Federal Regulations**

- 2 CFR 200 - XXX  
[https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- 2 CFR 300.1  
<https://www.ecfr.gov/current/title-2/subtitle-B/chapter-III/part-300/section-300.1>
- 45 CFR 75 – XXX  
[https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title45/45cfr75\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title45/45cfr75_main_02.tpl)

### **Texas Department of Agriculture**

Use the link below to access the following PDF documents

- Section 16a. Contract Management
- Section 17. Procurement
- Section 17a. Procurement Procedures
- Section 17b. Buy American
- Section 17c. Cooperative Purchasing  
<https://squaremeals.org/Programs/NationalSchoolLunchProgram/PolicyARM.aspx>

## **Texas Attorney General**

- Opinions - <https://www.texasattorneygeneral.gov/opinions>

### **Abilene Independent School District Board Policies**

Use the links below to access the various Board Policies. Refer to both Legal and Local as applicable.

- CAA
  - Fiscal Management Goals and Objectives – Financial Ethics  
<https://pol.tasb.org/Policy/Code/1118?filter=CAA>
- CB
  - State and Federal Revenue Sources  
<https://pol.tasb.org/Policy/Code/1118?filter=CB>
- CBB
  - State and Federal Revenue Sources – Federal  
<https://pol.tasb.org/Policy/Code/1118?filter=CBB>
- CH
  - Purchasing and Acquisition  
<https://pol.tasb.org/Policy/Code/1118?filter=CH>
- CHE
  - Purchasing and Acquisition – Vendor Relations  
<https://pol.tasb.org/Policy/Code/1118?filter=CHE>
- CHF
  - Purchasing and Acquisition – Payment Procedures  
<https://pol.tasb.org/Policy/Code/1118?filter=CHF>
- CHG
  - Purchasing and Acquisition – Real Property and Improvements  
<https://pol.tasb.org/Policy/Code/1118?filter=CHG>
- CHH
  - Purchasing and Acquisition – Financing Personal Property Purchases  
<https://pol.tasb.org/Policy/Code/1118?filter=CHH>
- CI
  - School Properties Disposal  
<https://pol.tasb.org/Policy/Code/1118?filter=CI>
- CV
  - Facilities Construction  
<https://pol.tasb.org/Policy/Code/1118?filter=CV>
- CVA
  - Facilities Construction – Competitive Bidding  
<https://pol.tasb.org/Policy/Code/1118?filter=CVA>
- CVB
  - Facilities Construction – Competitive Sealed Proposal  
<https://pol.tasb.org/Policy/Code/1118?filter=CVB>
- CVD
  - Facilities Construction – Construction Manager-At-Risk

- <https://pol.tasb.org/Policy/Code/1118?filter=CVD>
- CVF
  - Facilities Construction – Job Order Contracts  
<https://pol.tasb.org/Policy/Code/1118?filter=CVF>
- DBD
  - Employment Requirements and Restrictions – Conflict of Interest  
<https://pol.tasb.org/Policy/Code/1118?filter=DBD>
- DH
  - Employees Standards of Conduct  
<https://pol.tasb.org/Policy/Code/1118?filter=DH>
- GF
  - Public Complaints  
<https://pol.tasb.org/PolicyOnline/PolicyDetails?key=1118&code=GF>

## **AISD Purchasing Information**

### **Internal Website**

**Approved Vendors by Category** – Follow the navigation below

► Internal Documents ► Purchasing ► Approved Vendors Resulting from Bids

**Technology Approved Items List** – Follow the navigation below

► Internal Documents ► Technology ► Purchasing

### **Conclusion**

It never has been nor will it ever be the desire of the purchasing department to make it difficult for you to do your job. The purchasing department fully realizes your job is already extremely difficult. It is the sincere desire of this department to assist you in any way possible in an effort to help your program/department be as successful as possible while ensuring that all required supplies and equipment are procured in a legal and expeditious manner. Because of the legal considerations, these procedures that have been outlined in the manual are necessary, not only for our protection, but for your protection as well.