

## Denver City ISD Purchasing Guidelines

Denver City Independent School District (“District”) and its stakeholders are responsible for abiding by a purchasing system that is in accordance with local, state, and federal statutes or ordinances, good business practices, school board policies and the provisions in the annual budget adopted by the Board of Trustees for the current fiscal year. All parties shall note that any commitment to acquire goods and/or services in the name of the district for personal use or ownership is strictly prohibited and any individual making such a commitment may be liable to prosecution.

### District Approved Requisitions/Purchases Order Types

A purchase order (P.O.) is the contract document that commits the district to an obligation. Purchase Orders shall be originated by the Business Office after receipt of an authorized purchase Requisition Form entered through the Skyward platform. The following are the types of requisitions offered by the district’s electronic requisition system:

- **Traditional** – These requisitions are used when price, quantity, and/or description are known.
- **Blanket** – This requisition is used for services and/or goods based on periodic/multiple payments throughout the school year. A new purchase order will be issued at the beginning of each fiscal year/project and will indicate that it will be used repeatedly. A begin date and end date should also be noted. *Note: This type of requisition cannot be “confirmation” orders or for the ease of not entering a traditional requisition when necessary.* This type of requisition is subject to district approval.
- **Confirmation** – This requisition is entered “after the fact;” in other words, the merchandise or service has already been ordered or received. **THIS PROCEDURE IS TO BE USED ONLY FOR EMERGENCIES DURING NON-BUSINESS HOURS.** Two types of emergency purchases are justifiable in school districts:
  - 1) When there is an eminent threat to the health, safety, or welfare of students. Such purchases must still comply with state law and may be made only after a formal board action declaring an emergency and thus authorizing the purchase. An example of an emergency purchase of this type is the authorization to repair a school after a fire or a natural disaster. If the emergency purchasing need requires a contract, prior approval must be obtained from TDA if applicable.
  - 2) When there is an immediate student need. For example, an emergency purchase may be made if there is a legitimate need for a purchase that enables the completion of a student academic competition or competitive athletic competition during non-business hours.

After purchases of this type are made, a confirmation requisition should be issued after the fact on the next business day. ***Note: Care should be taken that emergency purchases do not result from improper planning, but rather a true emergency as defined above.*** The district shall attempt to eliminate emergency purchases for non-emergency situations as much as possible and will require all emergency purchases to be fully justified.

*Note: Commitment of district funds shall originate from the proper completion of a Skyward Requisition Form. Use of district credit cards, issued directly to district personnel, shall not be used to circumvent these purchasing guidelines. Such use may result in the immediate deactivation of the credit card and/or disciplinary action, up to and including termination of employment.*

### Purchase Approvals

The district shall assume responsibility for purchases incurred that are made in accordance with policy and current administrative procedures. The district shall not be responsible for purchases incurred by persons or organizations making unauthorized purchases. These persons or organizations shall assume full responsibility for all such unauthorized debts. This includes the acquisition of goods and/or services *prior* to the appropriate authorization/approval as set forth in these guidelines.

Every requisition goes through a specific set of approvals known as the “approval path.” Any one transaction may require multiple approvals; therefore it is imperative approvers review and approve their requisitions at least on a daily basis to prevent a delay in the conversion process.

## **Purchase Cards**

The district authorizes the use of district credit cards for approved purchases when a district check is not a valid form of payment. Under no circumstances shall district credit cards be used to circumvent the purchase order system. The use of district credit cards for payment of grant-funded hotel lodging, local taxes, hotel parking, and airfare will follow micro-purchase guidelines, when applicable (see the Procurement Methods section below).

### **1. General Information**

- District credit cards are not to be used for personal use.
- Upon issuance, the employee becomes responsible for the security of the account number and credit card. The account number and credit card shall not be used by anyone other than the authorized employee and only for the authorized purchase.
- Denver City ISD is a tax-exempt entity and does not pay State sales tax. If State sales taxes are charged, the cardholder is personally liable for reimbursement of all taxes charged if the applicable vendor will not credit the charges or issue a refund.
- Credit cards must be returned to the Business Office by the close of business on the date designated when receiving the credit card.
- All credit card purchases require itemized receipts. Itemized receipts must be received by the Business Office within 30 business days of the conclusion of the trip.
- The credit card charge slip is not considered adequate documentation.

### **2. Process**

- Once an employee's Travel Authorization Request Eduphoria form or Requisition Form has been approved by the employee's supervisor, notification will be forwarded to the Business Office.
- The Business Office will process the request and contact the employee, via email, to make necessary arrangements to issue her/him a credit card for district approved purchases.
- When requesting a credit card for travel, the card will remain in the Business Office's custody until the last available business day prior to the event.
- Prior to travel, the employee will be issued a credit card and a copy of the Texas Hotel Occupancy Tax Exemption Certificate (this certificate shall be presented by the employee to the hotel upon check-in). Any State tax charges should be removed and other unauthorized charges will be paid by the employee prior to final checkout.
- Upon travel return, the employee shall return the credit card and all credit card itemized receipts to the Accounts Payable Department for reconciliation. **The absence of applicable receipts or any outstanding balance due to the district may result in an employee payroll deduction after 30 calendar days from the day the employee returns from the trip.**

### **3. Violations & Consequences**

The only person authorized to use the credit card is the cardholder who has been issued the card. The credit card is for authorized district purchases only. Inappropriate use of the credit card or failure to abide by procedures and guidelines will result in revocation of the credit card and appropriate disciplinary action, including, but not limited to, possible termination of employment.

### **4. Gift Cards and Debit Cards**

The district does not authorize the use of gift cards or debit cards for purchases with State or local funds. Gift cards or debit cards are not authorized for purchases with Federal grant funds because they do not provide adequate accountability for ensuring allowable use of funds.

## **Purchasing Code of Ethics**

When utilizing district funds for a purchase all stakeholders shall:

- Consider first the interest of the Denver City Independent School District and its commitment of creating an educational environment of excellence;
- Endeavor to obtain the greatest value for every tax dollar expended in a manner conducive to exemplary business practices and in accordance with legal statutes;
- Strive for thorough knowledge of school equipment and supplies in order to recommend items that may reduce costs and/or increase the efficiency of the educational program;

- Give all responsible vendors equal consideration and the assurance of unbiased judgment in determining whether or not their products meet the educational needs of the district;
- Prohibit and decline the offer of gifts or favors, which might influence the purchase of goods or services;
- Not purchase or establish a contract if a conflict of interest, real or apparent, involves a financial or other interest between an employee, officer, agent, partner, immediate family member and/or an organization which employs or is about to employ one of the above.

Disciplinary actions, as outlined in these guidelines and in district policy will be applied for violations of any of the above standards by officers, employees, or agents of the district.

**Conflict of Interest**

Chapter 176 of the Texas Local Government Code requires any vendor or person considering doing business with a local government entity disclose conflicts of interest in the **Conflict of Interest Questionnaire Form CIQ**. Officers of the district must complete **Form CIS**. The vendor or person must disclose any affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, these forms must be filed with the Business Office of the Denver City Independent School District not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See §176.006, Local Government Code. A person commits an offense if the person violates §176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**Purchasing Law and Policy**

All employees shall adhere to Board Policy [CH \(LOCAL\) PURCHASING AND ACQUISITION](#) as well as [TEXAS EDUCATION CODE §44.031. PURCHASING CONTRACTS, TEXAS EDUCATION CODE §44.032. ENFORCEMENT OF PURCHASE PROCEDURES: CRIMINAL PENALTIES; REMOVAL; INELIGIBILITY](#), and any applicable federal regulations such as [2 CFR §200.318-326](#), formerly 7 CFR §3016.36. These policies, competitive procurement laws and regulations are designed to guard against favoritism, improvidence, extravagance, fraud, conflict of interest and corruption, improper allocations and to foster honest competition so the district obtains the best goods and services at the lowest possible price. Best practice is all purchases, regardless of the dollar amount, should follow these guidelines.

**Procurement Methods**

All applicable staff conducting purchasing on behalf of the district will be trained on the procurement procedures. Documentation (written specifications, names of vendors contacted, submitted price quotes, reasons for selection, etc.) of purchases will be kept and maintained for 5 years plus the current year at the applicable administrative office. All below thresholds pertain to the aggregate/total cost of an acquisition or purchase of a good, product, and/or service.

Purchasing will be conducted at the most restrictive procurement threshold:

<b>Procurement:</b>	<b>Thresholds</b>	<b>Procedure</b>
<b>Micro-purchasing</b>	\$10,000 or Less	Price quotes not required; when practicable equitable distribution among qualified suppliers will be utilized; <i>purchases will not be separated into two (2) or more purchases to meet or be below the \$10,000 threshold</i>
<b>Equipment*</b>	Over \$5,000	A minimum of two (2) vendors will be contacted to provide a price quote on the <i>written</i> specifications; quotes will be awarded by the Superintendent or designee; documentation of records will be maintained at the applicable administrative office**
<b>Small/Informal</b>	Over \$10,000 but Less than \$50,000	A minimum of two (2) vendors will be contacted to provide a price quote on the <i>written or verbal</i> specifications; quotes will receive appropriate confidentiality and be awarded by the Superintendent or designee; documentation of records will be maintained at the applicable administrative office. Substitute items will not be made at the vendor’s discretion, but by the Superintendent or designee
<b>Formal</b>	\$50,000 or More	A Competitive Sealed Bid or an Invitation for Bid (IFB) or Competitive Proposal in the form of a Request for Proposal (RFP) shall be utilized. An announcement of an IFB or

		<p>RFP will be placed in the local paper and/or district website for a minimum of two weeks.† The IFB or RFP will clearly define the purchase conditions.†† In awarding an RFP, a set of award criteria in the form of a weighted evaluation sheet will be utilized. Following evaluation and negotiation a firm fixed price or cost reimbursable contract is awarded.‡ Documentation of records will be housed at the applicable administrative office. Substitute items will not be made at the vendor’s discretion, but by the Superintendent or designee</p>
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\*Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds \$5,000.

\*\*If using USDA funding for the purchase of equipment, the district will seek prior approval from the Texas Department of Agriculture by completing the Capital Expenditure Request.

†An announcement shall include the following: General description of items to be purchased; Terms and conditions as needed; Addenda to bid specifications; Submission deadline; Contact information (mailing/physical address and email and/or phone number)

††The purchasing conditions shall include at least the following: Contract period; district is responsible for all contracts awarded (statement); Date, time, and location of bid opening; How vendor is to be informed of bid acceptance or rejection; Delivery schedule; Set forth requirements (terms and conditions) which bidder must fulfill in order for bid to be evaluated; Benefits to be entitled if the contractor cannot or will not perform as required; Statement assuring positive efforts will be made to involve historically underutilized businesses (HUB); Statement regarding the return of purchase incentives, discounts, rebates, and credits; Contract provisions as requires in Appendix II for 2 CFR Part 200, formerly 7 CFR Part 3016.36(i); Contract provisions as required in 7 CFR Part 210.21(f) for all cost reimbursable contracts; Contract provisions as required in 7 CFR Part 210.16(a)(1-10) for Food Service Management Company contracts; Procuring instrument to be used are purchase orders form firm fixed prices after formal bidding; Price adjustment clause (escalation/de-escalation) based on appropriate standard or cost index (Consumer price index, or other as stated in terms and conditions for pricing and price adjustments); Method of evaluation and type of contract to be awarded; Specific bid protest procedures including contact information of person and address and the date by which a written protest must be received; Provision requiring access by duly authorized representatives of the district, State Agency, United State Department of Agriculture, or Comptroller General to any books, documents, papers and records of the contractor which are directly pertinent to all negotiated contracts; Method of shipment or delivery upon contract award; Provision requiring contractor to maintain all required records for three years after final payment and all other pending matters (audits) are closed for all negotiated contracts; Description of process for enabling vendors to receive or pick up orders upon contract award; Provision requiring the contractor to recognize mandatory standards/policies related to energy efficiency contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (PL 94-165); Signed statement of non-collusion; Signed Debarment/Suspension Certificate or statement included in contract or copy of Excluded Parties List System (EPLS); Provision requiring “Buy American” as outlined in 7 CFR Part 210.21(d) and specific instructions for prior approval of all non-domestic products; Specifications and estimated quantities of products and services prepared by district and provided to potential contractors desiring to submit bids/proposals for the products or services requested; If any potential vendor is in doubt as to the true meaning of specifications or purchase conditions, interpretation will be provided in writing to all potential bidders by the Superintendent or designee and date specified; The Superintendent or designee will be responsible for securing all bids or proposals; The Superintendent or designee will be responsible to ensure all district procurements are conducted in compliance with applicable Federal, State, and local procurement regulations; The following criteria may be used in awarding contracts as a result of bid/proposals: price, quality, service, vendor’s reputation and past relationship with the district.

‡Price alone is not the sole basis for award, but shall remain the most heavily weighted criteria when awarding a contract. Contracts will be awarded to the responsible bidder/proposer whose bid or proposal is responsive to the invitation and is most advantageous to the district, price, and other factors considered. Any and all bids may be rejected in accordance with law. The Superintendent or designee is responsible for: signing on the bid tabulation of competitive sealed bids or the evaluation criterion score sheet of competitive proposals signifying

a review and approval of the selections; reviewing the procurement system to ensure compliance with applicable laws; documenting the actual product specified is received; determining acceptable alternatives when the accepted item is unavailable; termination of an awarded contract; maintaining all procurement documentation.

### **Sole Source/Non-Competitive Negotiation**

Selected purchases may be exempt from competitive procurement if they meet established criteria for a sole source purchase. Sole source items have no reasonable equivalent and are, in fact, available from only one source. Sole source does not apply to mainframe data-processing equipment and peripheral attachments with a single item purchase price in excess of \$15,000. It is required for the district to obtain and retain documentation from the vendor and the end user which clearly delineates the reasons which qualify the purchase to be made on a sole source basis.

If items are available only from a single source when the award of a contract is not feasible under small purchase, sealed bid or competitive negotiation, non-competitive negotiation procedures will be used. Texas Department of Agriculture will be notified of any non-competitive negotiation prior to negotiations. A record of non-competitive negotiation purchases shall be maintained by the Superintendent or designee. The record of non-competitive purchases shall include, at a minimum, the following: item name; dollar amount; vendor information; and reason for non-competitive procurement. The Superintendent or designee will be responsible for reviewing the procedures to be certain all requirements for using single source or non-competitive negotiation are met.

### **Purchasing Cooperatives**

All employees shall adhere to Board Policy [CH\(LEGAL\) PURCHASING AND ACQUISITION](#) and [CH \(LOCAL\) PURCHASING AND ACQUISITION](#) in regards to a district cooperative purchasing program. The Superintendent or designee may sign an agreement with another participating state/local government or a state/local cooperative stating that the district will: designate a person to act on behalf of the district in all matters relating to the program; make payments to another participating state/local government or state/local cooperative organization or directly under a contract, as provided in the agreement; and be responsible for the vendor's compliance. If a district participates in a cooperative purchasing program, it satisfies any law requiring it to seek competitive bids.

### **Full and Open Competition**

All procurement transactions (of a single item or multiple quantities of the same item, e.g. laptops) must be conducted in a manner providing full and open competition consistent with 2 CFR §200.319. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

- Placing unreasonable requirements on firms in order for them to qualify to do business;
- Requiring unnecessary experience and excessive bonding;
- Noncompetitive pricing practices between firms or between affiliated companies;
- Noncompetitive contracts to consultants that are on retainer contracts;
- Organizational conflicts of interest;
- Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- Any arbitrary action in the procurement process.

EDGAR further requires the following to ensure adequate competition.

- 1. Geographical Preferences Prohibited:** The district must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

2. **Prequalified Lists:** The district must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the district must not preclude potential bidders from qualifying during the solicitation period.
3. **Solicitation Language:** The district must ensure that all solicitations incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible.

When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals (2 CFR §200.319(c)).

### **Debarment and Suspension**

In compliance with 2 CFR §200.212, the district awards contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

The district may not subcontract with or award subgrants to any person or company who is debarred or suspended. The Superintendent or designee is required to check for excluded parties at the System for Award Management website before any procurement transaction. This list is located at: <https://www.sam.gov/SAM/>.

Questions or concerns regarding these purchasing procedures may be emailed to the District’s [CFO](#) and/or the [Accounts Payable](#) Department.