



# **Procurement Manual**

## **Guide to Procedures for Purchasing Goods and Services**

**April 2015**

Jones County School System Procurement Manual is a guide to the Purchasing procedures for the District.  
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## **SECTION I: PROCUREMENT TERMS AND DEFINITIONS**

The following are definitions of procurement terms used in these regulations:

- A. Appeal – Within the context of JCSS procurement practices, an appeal process is used in two instances: (1.) To request review of a protest decision issued by the Operations Director, or (2.) To request review of a decision to suspend or disqualify a supplier from doing business with JCSS for a specified period of time.
- B. Award date – The date on which the written Award Letter is dated.
- C. Best Value – An assessment of the return which can be achieved based on the total life cycle cost of the item; can include an assessment of the functionality of the item; can use cost/benefit analysis to define the best combinations of quality, services, time and cost considerations over the useful life of the acquired item.
- D. Bid – The response by a supplier to an Invitation for Bid.
- E. Bidder – A supplier who submits a response to an Invitation for Bid (IFB).
- F. Board Approval Date – The date that the Board of Education votes on an award recommendation.
- G. Competition – The process by which all responsible bidders/offerors are allowed to compete.
- H. Competition Thresholds – Defined expenditure levels which establish the bounds for use of certain procurement methods.
- I. Competitive Range – That group of proposals, as determined during the evaluation process for competitive negotiation, which includes only those offerors considered to have a reasonable chance of being selected for award and who are therefore chosen for additional discussions and negotiations. Proposals not in the competitive range are given no further consideration.
- J. Construction Projects – All improvements to District property must comply with appropriate JCSS Board Policy and Administrative Rules. This includes any improvements to existing JCSS property, whether new construction, modification, alteration or renovation, either interior or exterior in nature. Applicable Federal/State/Local codes, laws, guidelines and regulations will apply.
- K. Contract Administration – Management of an awarded solicitation including but not limited to:
  - 1. Monitoring supplier(s) for adherence to contract requirements (including price and performance);
  - 2. Periodic meetings with the supplier(s) and end user department;
  - 3. Distribution and summarizing supplier performance surveys;
  - 4. Maintaining file of correspondence after award.
- L. Disqualification – Action taken by JCSS to prohibit suppliers from doing business with JCSS for a period of time of at least one year, not to exceed a three year maximum.
- M. Environmental Purchasing – JCSS is committed to environmental stewardship by encouraging minimal waste and recycling whenever possible; procurement of green chemicals; and by ensuring responsible disposal of surplus electronics and equipment in accordance with current EPA regulations. JCSS will seek to purchase environmentally preferable products whenever they perform satisfactorily and are available at a reasonably competitive price.

- N. Invitation for Bid (IFB) – The solicitation document used by JCSS to solicit offers for the supply of goods and/or services in a sealed bid process.
- O. Offer – A response to a solicitation document, inclusive of a bid in response to an Invitation for Bid, a proposal in response to a Request for Proposal, or a quote in response to a Request for Quote.
- P. Offeror – A supplier who returns a proposal in response to a Request for Proposal solicitation before the date and time set for its receipt.
- Q. Order Splitting – Dividing a purchase into separate transactions or the purchase of related items/services via separate transactions in an effort to circumvent the JCSS purchasing procedures. This is an example of an Unauthorized Purchase and is expressly prohibited.
- R. Proposal – The response by a supplier to a Request for Proposal solicitation.
- S. Request for Information (RFI) – The informal solicitation document whereby suppliers are asked to present information on particular goods or services. Information provided may include best practices, industry standards, technology issues, etc. JCSS may or may not choose to award and purchase from the information provided.
- T. Protest – A written objection by a participating party to a solicitation or to a proposed award or award of a contract, with the intention of receiving a remedial result.
- U. Request for Proposal (RFP) – The solicitation document used in the competitive proposal process, whereby suppliers are asked to submit offers for goods and/or services in a designated format which allows for the consideration of predetermined factors, in addition to price, in the evaluation, negotiation and award process. Provides for the negotiation of all terms, including price prior to contract award. May or may not include a provision for the negotiation of Best and Final Offers (BAFO).
- V. Request for Qualifications (RFQu) – A document issued by procurement staff to obtain statements of the qualifications from potential suppliers. Can be used to gauge potential competition in the marketplace and/or identify qualified suppliers, prior to issuing a solicitation.
- W. Request for Quote (RFQ) – The solicitation document used by JCSS to solicit offers for the supply of goods and/or services. Solicitation of a price quote via telephone, fax or email by an authorized JCSS staff person. Requests for Quote may be used when a purchase is less than \$2500 or is urgent enough to warrant the bypassing the IFB/RFP process. Evaluation and recommendation for award are based on the response that best meets price, quality, delivery, service, past performance and reliability.
- X. Response Due Date and Time – The deadline for a supplier to submit a response to a solicitation document; specified in a solicitation document.
- Y. Responsible – Term used to describe a supplier who is determined by Procurement Services to have:
  1. The ability, capacity, and skill to provide the service required;
  2. The capability to provide the service promptly, or within time specified, without delay or interference;
  3. The character, integrity, reputation, judgment, experience and efficiency necessary to conduct business in good order;
  4. Provided satisfactory performance on previous contracts, if any;
  5. Previously and presently complied with the laws and policies relating to the service;
  6. Sufficient financial resources and ability to perform the service;
  7. The ability to provide supplies or services for the particular use required; and,
  8. Not provided any conditions to the bid/offer that would have the bid/proposal considered non-qualified and therefore non-responsive.

- Z. Responsive – Term used to describe a supplier who has submitted a response to a solicitation that conforms in all material respects to the requirements set forth in the solicitation.
- AA. Solicitation Document – A term used to describe an Invitation for Bid, Request for Proposal, Request for Information, or Request for Quote document.
- BB. Subject Matter Expert/Consultant – person with exceptional skill and/or knowledge in a particular area of expertise that uniquely qualifies him or her to perform some specialized service.
- CC. Supplier – A supplier includes, but is not limited to, any corporation, partnership, association, sole proprietorship or other business entity as well as the owner(s), principal(s) or other individual(s) having a controlling interest in the business entity that actually performs services, or sells goods required by a contract. An entity submitting a response to an IFB, RFP, or RFQ. Bidder/Offeror/Supplier/Vendor may be used interchangeably.
- DD. Suspension – Action taken by JCSS to prohibit a supplier from doing business with JCSS for a period not to exceed 1 year while corrective action is being taken.
- EE. Working days – Means all days except Saturdays, Sundays and all school holidays. In calculating the time, the first day shall not be counted but the last day shall be counted.

## *SECTION II: PURCHASING REGULATIONS*

The purchase of goods and services required by the various departments or schools that derive support wholly or in part from the JCSS shall be in accordance with the purchasing procedures as presented herein. These regulations shall apply to all acquisitions involving the expenditure of JCSS funds or funds provided from other sources, (Federal, State, Local, grants, etc.) for the use of the JCSS.

### **Guidelines**

The school system must buy supplies and services from the business community to operate. The Jones County Board of Education will appropriate funds that will be used by the Superintendent through his agents to procure the required goods and services. The guidelines, in which the purchasing function shall operate, including local funds, are as follows:

Authority to obligate Board funds to an agency outside the school system is vested solely in the Superintendent who shall use the Operations Director and/or other administrative staff as the Purchasing Agents for the JCSS.

The Operations Director, under the direction of the Superintendent or his designee shall have the authority to purchase materials, supplies, equipment, construction and other services.

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

### *SECTION 3: PURCHASING AUTHORITY*

Only authorized supplies and services will be purchased by authorized personnel.

#### **Central Purchasing**

Purchases shall be made by the local schools/departments. Items as deemed a better saving to the system will be centrally purchased by Operations Director. For example, xerographic paper, custodial supplies and utilities.

#### **School Nutrition**

The Director of School Nutrition has the delegated purchasing authority to bid, requisition, and receive all food and supply items necessary to perform their business operations. All Bids will be reviewed and approved by the Operations Director. The School Nutrition Department has the authority to engage in all the required specifications in order to implement the bid on line, via the "GPR" Georgia Procurement Registry. School Nutrition purchases over the allotted threshold will comply with the bidding requirements as set by the USDA.

The ORIGINAL bid file will be housed within the School Nutrition Office.

## *SECTION IV. RESPONSIBILITIES*

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

### **Responsibilities**

- A. The Board of Education shall:
  - 1. Provide policy for the purchasing system;
  - 2. Appropriate funds from which purchases for goods and services are executed;
  - 3. Approve or disapprove recommendations of the Superintendent, Chief Financial Officer, and/or the Operations Director;
  - 4. Provide general oversight over the purchasing system.
- B. The Superintendent shall:
  - 1. Develop and recommend to the Board, policy to ensure efficient and economical purchasing in support of the JCSS operations;
  - 2. Supervise the Operations Director;
  - 3. Accept authority to purchase given by the Board and delegate day-to-day authority to the Operations Director;
  - 4. Exercise authority for purchasing not delegated to the Operations Director or other designees.
- C. The Chief Financial Officer shall:
  - 1. Provide direction to solving specific problems affecting the purchase of goods and services.
- D. The Operations Director shall:
  - 1. Serve as Purchasing Agent and Chief Procurement Officer for the Board of Education;
  - 2. Provide support, guidance or assistance regarding procurement to all departments/schools;
  - 3. Contract for the purchase or acquisition of supplies, materials, equipment and services, as may be required and funded;
  - 4. Ensure all contract actions are in compliance with applicable local, state and federal laws and regulations;
  - 5. Procure goods and services of a quality to meet the needs of the JCSS at pricing that provides best value;
  - 6. Consider Green Procurement initiatives when possible and beneficial to the JCSS.
  - 7. Promote efforts to assure all business enterprises have an equal opportunity to participate and share in the purchasing activity of the JCSS;
  - 8. Ensure full and open competition is obtained on all purchases within parameters set forth in these and other JCSS regulations;
  - 9. Ensure training on JCSS purchasing policies and regulations of key District staff responsible for the purchasing function at various levels.
  - 10. Maintain a standard purchasing nomenclature for purchased items;
  - 11. Take advantage of economies of scale by buying in quantity when advantageous to JCSS;
  - 12. Take advantage of all tax exemptions;
  - 13. Determine the appropriate purchasing method for each purchasing action;
  - 14. Establish and maintain a purchasing system of quality and integrity;
  - 15. Sell surplus JCSS property at auction, sealed bid, or online auctions;
  - 16. Establish necessary rules for the operation of Procurement Services and the implementation of JCSS Policy and Regulations;
  - 17. Settle and resolve protests dealing with purchasing actions; and
  - 18. Competitively solicit, whenever possible, with Jones County or other Governmental entities to maximize savings for taxpayers when it is in the best interest of both parties to do so.
  - 19. Compare competitively sought pricing to state wide contract and/or other governmental discounts (i.e. U.S. Communities, National Joint Powers Alliance (NJPA))

available to determine best value for the District. Procurement may recommend use of state contract or other available governmental discounts when the contract offers best value to the District.

20. Manages the purchase of custodial services and nutritional services chemical supplies conducting inventories and placing supply orders as needed.
  21. Oversight of utilities services including but not limited to electricity, water, gas, pest control services, trash removal.
  22. Oversight of the E-verify affidavit process for procurement including annual reporting to the Department of Audits.
- E. The Customers (departments and schools receiving support from Operations Director) shall:
1. Provide timely and adequate identification of a requirement, funding, and authorization to procure;
  2. Review/approve solicitations/specifications/quantities;
  3. Participate as requested by the Operations Director in pre-bid/proposal conferences;
  4. Participate in the review of solicitation responses;
  5. Participate or provide third party subject matter expert(s) to participate in the evaluation of RFP responses;
  6. Key District staff members (e.g. bookkeepers) who are involved in the procurement process should participate in training provided by Operations Director on JCSS purchasing policies and regulations.
  7. Provide for any other assistance in the procurement process as may reasonably be requested by the Operations Director;
  8. Enter and approve purchase orders;
  9. Provide timely and complete on-line receiving reports to Accounts Payable;

## Section V: Service Vendors and Contracts

This section will outline service vendor requirements and contract administration requirements for JCSS.

### A. *Service Vendors:*

Service Vendors will be required to adhere to the requirements. Request for Quote and Request for Proposal documents will supersede these requirements should there be any variation.

- a. Each supplier is responsible for having knowledge and understanding of any Federal laws, Georgia laws, Department of Education regulations or policies, and JCSS policies and/or regulations regarding JCSS procurement.
- b. Background Checks: JCSS requires supplier, at supplier's cost, to perform background checks on any employee or subcontractor who will be working on JCSS property (delivery personnel excluded). A comprehensive criminal history background check to include both Georgia Crime Information Center (GCIC) and National Crime Information Center (NCIC) is required on each applicant to JCSS. Minimum findings that warrant exclusion include:
  - i. Any felony conviction
  - ii. Any drug conviction
  - iii. Any crime against children
  - iv. Any sex-related conviction

Background checks must be provided to the JCSS Human Resources Department upon request by the JCSS. Supplier agrees to comply with any request from the JCSS to remove any supplier employee from JCSS property. Supplier agrees to cooperate with the JCSS to the fullest extent practicable in any investigation of any activity arising out of this agreement.

Please note: It is preferred that all necessary checks be completed prior to employee beginning work. If business demands warrant assignment before the check is completed, then it is acceptable for employee to begin assignment as long as the background check is in progress and the application for employment does not list offenses of any type. JCSS must be informed of any employee assignment without completed background check and the results must be on file with supplier within 30 days.

- c. Potential Small Businesses, Minority and Women's Business Enterprises  
It is the intent of the JCSS to provide maximum practicable opportunities in its solicitations to small businesses, minority firms, women's enterprises and labor surplus area firms.
- d. Insurance Requirements:  
If awarded a contract, the supplier shall procure and maintain insurance which shall protect the supplier and the State of Georgia (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth in the contract attached to this solicitation throughout the duration of the contract. The supplier shall procure and maintain the insurance policies described below at the supplier's own expense and shall furnish JCSS an insurance certificate listing the State of Georgia as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the supplier includes contractual liability coverage applicable to the contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in Georgia); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of notice of cancellation to JCSS.

The supplier is required to maintain the following insurance coverage's during the term of the contract:

- 1) Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the supplier qualifies to pay its own workers compensation claims.) In addition, the supplier shall require all subcontractors occupying the premises or performing work under the contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

Bodily injury by accident - per employee	\$100,000;
Bodily injury by disease - per employee	\$100,000;
Bodily injury by disease – policy limit	\$500,000.
- 2) Commercial General Liability Policy with the following minimum coverage:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$ 2,000,000
- 3) Automobile Liability

Combined Single Limit	\$1,000,000
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The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to JCSS. Certificates of Insurance showing such coverage to be in force shall be filed with JCSS prior to commencement of any work under the contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to JCSS, which must have a minimum A.M. Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

Within ten (10) business days of award, the awarded supplier must procure the required insurance and provide JCSS with two (2) Certificates of Insurance. Certificates must reference the contract number. The supplier's submitted pricing must include the cost of the required insurance. No contract performance shall occur unless and until the required insurance certificates are provided.

e. Georgia Security and Immigration Compliance Act

The Jones County School System shall comply with the Georgia Security and Immigration Compliance Act, as amended, Act OCGA 13-10-90 et. seq. All required documentation must be on file in the Operations Director office prior to entering a contract or beginning of work. Forms can be found on the JCSS website.

B. Contracts

The negotiation of contracts should be conducted through the Superintendent and/or his/her designee. Contract terms shall not exceed three years (initial term plus two renewals) without the approval or recommendation of the Superintendent and/or his/her designee. Annual vendor performance evaluations should be completed on all multi-year contracts with the exception of utility service providers. The evaluation can be found on the JCSS website under Facilities and Operations under Purchasing and Bids.

Copies of all contracts should be forwarded to the Operations Director office for storage as well as copies of the vendor performance evaluations.

Contracts require Georgia Security and Immigration Compliance Act documents regardless of amount.

More detailed information regarding contract administration can be found in Section IX.

## SECTION VI. PURCHASING ADMINISTRATIVE LEAD TIME (PALT)

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

Applicability: This section applies to all purchasing actions by the purchasing agent.

### A. Priorities:

Three priorities will be used for processing purchasing actions as follows:

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

### B. Purchasing Administrative Lead Time (PALT):

Definition –PALT is the time taken to process a purchasing action by the Operations Director from the point when acceptable specifications, ready for release, are presented to the Operations Director to the point that recommendation to award is made. PALT does not include the time required to research and develop the specifications for solicitation, the time taken for administrative approvals of purchase requisitions nor the time it will take for the successful supplier to provide the supplies or services.

Time Frames for PALT –Workload and the nature of the solicitation will serve to increase or decrease PALT to some extent. PALT may be longer for solicitations that require extensive preparation and/or Board Approval and/or legal review. In addition, PALT will be adjusted accordingly when mandated by requirements related to funding source or applicable laws, etc. (i.e. construction projects, eRate). The table below lists the typical range for PALT for each solicitation type:

PURCHASING ADMINISTRATIVE LEAD TIME (PALT)	
<u>Solicitation Type</u>	<u>Days</u>
Request For Quote	15—25
Invitation For Bid	35 – 60
Request For Proposal	45 – 180

## *SECTION VII: PROCUREMENT AND AWARD METHODS*

### **A. COMPETITIVE SOLICITATION METHODS**

Except for purchases made in accordance with other provisions of this regulation, all purchases or contracts to purchase goods or services with District funding shall be based on competitive quotations, bids, or proposals as follows:

1. Purchases less than \$499 and not already on an existing contract may be accomplished without multiple quotes. Purchaser should use their best judgment when making the purchase.
2. Purchases from \$500 to \$2,499 and not already on an existing contract may be made at the local school/department level provided two quotes are obtained and maintained at the school/department, reviewed/approved by the principal/department head at least monthly and available for periodic audit. Date of receipt should be kept on file for all items ordered. For expediency and best value, schools may wish to call the Operations Director for recommended suppliers.
3. Purchases from \$2,500 to \$4,999 and not already on an existing contract shall discuss with the Superintendent or his/her designee the need for purchase. The purchasing agent must obtain in writing at least three competitive bids. These can be faxed, emailed or delivered. Documentation shall be attached to the payment documents for documentation purposes.
4. Purchases of \$5,000 to \$9,999 and not already on an existing contract shall discuss with the Superintendent or his/her designee the need for purchase. The purchasing agent must obtain in writing at least three competitive bids. Documentation shall be attached to the payment documents for documentation purposes.
5. Purchases over \$10,000 and not already on an existing contract shall be discuss with the Superintendent or his/her designee the need for purchase. These purchases require formal competitive sealed bids. (i.e., advertised with a public bid opening) A qualified staff person will issue the IFB/RFP and make every attempt to solicit at least three responsive and responsible offers. Schools/departments should use the Request for Solicitation Form to request assistance from the Operations Director in the purchasing process. Board approval is required for award of IFBs/RFPs greater than \$10,000 with the exception of those products/services included in the Board Approved budget. Check with the Operations Director regarding assistance with the solicitation process and the need for board approval. All information to be included in a Board Agenda Item must be received by the Superintendent a minimum of two days before agenda items are due in the Superintendent's offices.
6. The Operations Director will determine the most applicable method for a solicitation. Once the purchasing agent has implemented the competitive solicitation process, the selected method of solicitation will not be changed. To obtain the most favorable price and to ensure a reliable source of supply, the Operations Director is authorized to include an escalation and/or de-escalation clause in the solicitation conditions, such as a standard price or index as published by a Government Agency, Board or Bureau.

### **B. EXCEPTIONS TO FULL AND OPEN COMPETITION**

JCSS recognizes the following situations which necessitate exceptions to full and open competition through competitive solicitation:

1. Sole/Single Source Purchase—When supplies or services are readily available from one responsible source. Use of this authority may be appropriate in situations such as the following, (the examples are not intended to be all-inclusive and do not constitute authority in and of themselves):
  - a. When there is a reasonable basis to conclude that the minimum needs can best be satisfied by unique supplies or services readily available from one source with unique capabilities.

- b. The existence of limited rights in data, patent rights, copyrights, or secret processes; the control of basic raw material; or similar circumstances make the supplies and services available from one source.
  - c. When purchasing utility services (gas, electric power, etc.), circumstances may dictate that only one supplier can furnish the service.
  - d. When the Superintendent or designee has determined in accordance with a program for standardization or continuity that it is in the best interest of JCSS to limit purchases to specified makes and models of equipment and parts to satisfy needs for additional units or replacement items.
  - e. When purchasing over the designated threshold, schools/departments must use the "Sole/Single Source Justification" form to submit the following information:
    - i. Explain why this is the only product or service that can meet the need of the purchasing agency.
    - ii. Explain why this supplier is the only practical available source from which to obtain this product or service.
    - iii. Describe what efforts were made to conduct a negotiation to get the best price, delivery, warranty and payment terms for the JCSS. Procurement Services reserves the right to negotiate further with the supplier for discounts, best value, etc.
    - iv. Include any documentation from the manufacturer or publisher to support the sole source status.
2. Emergency Requirement -- Emergency Requirement can be cited when the need for supplies or services is of such unusual and compelling urgency that the school or the school system would be seriously injured unless it is permitted to limit the number of sources from which to solicit bids or proposals. Use of this authority applies in those situations where delay in award would result in serious injury, financial or other, to JCSS. The Superintendent shall approve use of this exception, upon recommendation by the division administrator of the user department. It is the customer's responsibility to gain the appropriate approval.
  3. Academic Prerogative – Academic Prerogative can be cited when contracted services or academic materials, such as books, posters, displays, games or art materials are needed for compatibility/continuity with existing curriculum programs or to meet state/federal requirements. Academic materials can be selected from a source (such as a catalog) at the discretion of a teaching professional in the performance of teaching duties. Contracted staff development/professional learning services, including training and consultative services, can be selected from a source identified as providing the expertise and availability on the particular topic at the discretion of the Director of Professional Learning, Director of Professional Learning Support, Assistant Superintendent, Director of Program for Exceptional Children or the Superintendent to provide training to teachers and other staff members. Additionally, contracted services for guest performers and other performing arts experts to provide performances, workshops and/or other instructional services can be selected from a source identified as providing the expertise and availability on the particular topic at the discretion of the teaching professional. No special authority is necessary.
  4. Venues and Products for Student Activities - The selection of venues and products for some student funded activities, including but not limited to, field trips, homecoming, prom and graduation activities does not lend itself to the competitive procurement processes utilized by the District. Schools are encouraged to follow the guidelines listed below regarding these types of activities/products:
    - a. Funds collected from students and other sources for these activities shall be expended for the purpose of the project including school-related incident expenses incurred by teachers and other school personnel.
    - b. All quotations should be made in writing and must meet all school-identified requirements.

- c. Schools shall enter into an agreement with the supplier which will specify, but not necessarily be limited to, the following:
  - i. Price
  - ii. Time of Delivery/Event
  - iii. Service and Warranty Requirements
  - iv. District approved accounting practices will be followed in the expenditure of these funds.

The Superintendent reserves the right to challenge a purchasing action as an abuse of this exception and may attempt to negotiate further with the supplier for discounts, best value, etc.

- 5. Professional Services: Contracted professional services such as architectural, engineering, consultative or advisory services can be selected from a source identified as providing the expertise and availability on the particular topic at the discretion of the applicable Department Head. The Department Head will negotiate fees in compliance with state law when applicable. For fees for services not governed by state law, the Department Head will utilize industry standards and market conditions in negotiating fees. No special authority is necessary, unless the Superintendent challenges a purchasing action as an abuse of this exception.

## SECTION VIII. COMPETITIVE SOLICITATION PROCESS

### A. REQUIREMENTS AND CONDITIONS

The following apply to all competitive solicitation methods:

1. Non-Restrictive Specifications and Procedures – JCSS endeavors to use non-restrictive specifications and procedures that conform to accepted public procurement practices whenever possible. Suppliers are invited to inform the Operations Director whenever specifications or procedures appear not to be fair and open. Such information should be supplied as early as possible in the procurement process to allow time for necessary corrections prior to the scheduled opening date. Information that is received less than five days prior to the scheduled bid opening/proposal closing will not be acted upon unless the Director rules it is in the best interest of the JCSS.
2. Advertisement of Solicitation – The policy of the JCSS is to give every supplier an equal opportunity to submit responses to JCSS solicitations. However, solicitation notices may be sent to only a portion of the supplier list. Solicitations are posted to the internet to provide all suppliers an equal opportunity. It is the responsibility of interested suppliers to check the JCSS website “Departments” “Facilities and Operations” “Purchasing and Bids” for business opportunities with JCSS.
3. Invitation for Bid/Request for Proposal/Request for Quote Document – The solicitation document is a notice used by the JCSS to solicit bids/proposals/quotes to provide goods or services and should not be construed as an order by JCSS to make any purchase. The supplier should review instructions and conditions of the Invitation for Bid (IFB)/Request for Proposal (RFP)/Request for Quote (RFQ) and submit all information and signatures as required. The supplier’s bid/proposal/quote response should be returned to the purchasing agent before the time and date indicated within the solicitation documents. The response receipt time is determined by the official date/time stamp of JCSS purchasing agent. The use of any bid/proposal/quote form containing terms and conditions that are in conflict with the solicitation or these regulations constitutes a counteroffer and may not be accepted.
4. Addendum to or Cancellation of Solicitation Documents – JCSS may revise a solicitation document by issuing an addendum prior to its due date. Acknowledgment of receipt of an addendum should be returned at the time set for receipt of bids/proposals or accompany them. Failure to bid or propose in accordance with an addendum may be cause for rejection. In some circumstances, JCSS may postpone opening or receipt of a solicitation in order to give suppliers sufficient time to respond to the addendum. JCSS may withdraw or cancel a solicitation document at any time prior to the award of a contract. A notice of cancellation will be issued. It is the responsibility of interested suppliers to check the JCSS website (as detailed in number 2) for additional information throughout the solicitation process.
5. Combining Solicitation Documents – A supplier should not combine responses to separate solicitation documents. A supplier must submit a separate response for each solicitation in order to receive consideration for award.
6. Alternate Offers – Alternates may be considered when submitted in addition to a bid/proposal/quote for the goods or services requested. When alternates reveal that more economical supplies, materials, equipment, or services than those requested exist, JCSS reserves the right to make an award to the alternate bidder/offeror as long as it is responsive and meets the requirements and specifications in the solicitation document. If the alternate suggests that changes to the specifications would result in a more desirable solicitation, cancellation and resolicitation may occur with modified specifications. Purchasing agent has the sole discretion as to the best course of action in the best interest of the JCSS.
7. Communication with JCSS Staff During a Solicitation – Suppliers are barred from any contact with the JCSS staff concerning a solicitation during the term of the solicitation and evaluation other than through the Purchasing Agent. All questions concerning a solicitation should be directed in writing to the Purchasing agent identified in the solicitation document. Suppliers should refer to

the IFB or RFP number when making an inquiry. Inspections and/or site visits must be coordinated through the Purchasing agent. JCSS cannot respond to inquiries concerning bid/proposal tabulations during the evaluation period. Upon completion of the evaluation process, this information is a matter of public record. All suppliers are invited to attend the public opening of bids. RFPs do not have a public opening; however, suppliers can inspect the RFP evaluation documents and tabulation upon completion of the evaluation process.

8. Terms, Conditions, and Instructions – Unless otherwise specified in a solicitation document, all such solicitations are deemed to include all the terms and conditions outlined in these regulations as well as conditions and instructions included in the solicitation document itself. These terms and conditions shall be read carefully prior to the submission of any bid/proposal/quote. Unless a specific exception is noted by the supplier and accepted by the JCSS by inclusion in the Purchase Order/Notice of Award, all provisions of the terms and conditions of the solicitation document will become a part of any contract awarded. Taking exceptions to JCSS terms and conditions may be cause for rejection of supplier's response.
9. Source Inspection – By submitting an offer to the JCSS, the supplier agrees to permit the JCSS the right of inspection at the supplier's plant or facilities. Upon request, the supplier shall provide all reasonable access to facilities and assistance for the safety and convenience of the appointed representative in the performance of such inspection.
10. Freight Charges – All offers received will be F.O.B. destination, unless specified otherwise in the solicitation.
11. Minimum Order Pricing – Offers containing a minimum order/ship quantity or dollar value, unless called for in the solicitation document, may be treated as non-responsive and may not be considered for award. Pricing should be submitted as requested and without added conditions.
12. Prepayment – Unless called for in the solicitation document, offers containing prepayment and/or progress payment requirements will be treated as non-responsive and will not be considered for award.
13. Partial Payment – The JCSS does not issue partial payment against a purchase unless otherwise specified in the applicable solicitation.
14. Supplier Address – All correspondence, including Notices of Award will be sent to the address appearing on the Acknowledgement and Agreement page of the supplier's response. Suppliers wishing to have payments mailed to an address other than that shown on the Acknowledgement and Agreement page should so indicate. Purchase Order(s) will be faxed to the number specified in the supplier's response.
15. Certificate of Noncollusion – Signature on Offers – Some IFBs and RFPs may contain a certificate of non-collusion which must be signed by an authorized representative of the bidder/offeror. Such a person shall include his or her title, and if requested, shall supply verification of authority to bind the company in contract. In some instances, this certificate is required by law, and failure to sign and submit it with the bid/proposal will automatically result in its rejection.
16. Pricing and Discounts – Solicitation documents may request the quotation of the list price less all trade or other special discounts offered. Discount from list quotations may be requested for the supply of certain types of commodities. Instructions concerning this method of pricing will be included in the solicitation document. The addition by the supplier of price escalator clauses, minimum order requirements, late charges, interest charges or other additional pricing terms not included in the terms and conditions of the solicitation document may be cause for rejection.
17. Discounts – Any discount offered the JCSS must be clearly shown in the space provided in the solicitation document.
  - a. Discounts offered may be considered for the purposes of evaluation.
  - b. All discounts offered, including prompt payment discounts, will be taken if earned. In the event that JCSS is entitled to a discount, the period of computation will commence on the receipt of a correctly completed invoice indicating the discount. If JCSS is entitled to a discount under the contract, but the invoice does not reflect the existence of a discount, and JCSS pays the invoice, it shall be entitled, upon demand, to credit in the amount of such discount. Payment of invoices owed by JCSS shall be made whenever possible within thirty

(30) days of the receipt of the goods/services of receipt of a correct invoice, whichever is later, unless otherwise provided for in the solicitation document or resulting contracts.

18. Taxes – JCSS is prohibited from paying or reimbursing a supplier for any taxes that may be lawfully imposed on the supplier.
19. Specifications – Specifications will vary based upon the type of goods/services procured. They may be detailed design specifications or may describe the functional performance characteristics desired. Detailed specifications may not always accompany a solicitation document. In some instances, reference will be made to certain standard specifications. Such a reference incorporates any such standard specification in the solicitation document and any response must then be in accordance with those specifications. In other cases, reference may be made to one or more brand names. Such reference is not restrictive unless otherwise specified, and is used for descriptive purposes only. Salient characteristics will be listed and equivalent products may be offered if the salient characteristics are met. Unless the supplier clearly indicates in the bid or proposal that he or she is offering equivalent products, such bids or proposals will be considered as offering the brand name products referenced in the solicitation document. Bids or proposals on equivalent products of like quality and performance may be considered provided that the product is clearly equivalent. The supplier should submit catalog excerpts, specifications, or other materials suitable for use in the evaluation of the product offered. Any such materials shall become official records of JCSS. JCSS will, in its sole discretion, determine whether a substitute is equivalent to the product(s) specified and may require the bidder/offeror to supply additional descriptive material, samples, or other proof if needed.
20. Samples – Samples of items, when required by JCSS, must be furnished free of charge. Samples furnished will be returned upon request, at the supplier's expense, unless consumed in examination or testing. Such requests and arrangements should be made at the time samples are submitted. Each sample submitted must be clearly labeled, with the supplier's name, manufacturer's brand name and number, and the solicitation number. No samples will be returned until after a contract award has been made. Samples submitted by the successful supplier may, in some instances, be held for comparison with the merchandise furnished, and will not be returned until all of the merchandise ordered pursuant to the contract has been delivered and inspected. Failure on the part of the supplier to submit requested samples within time specified may be cause for rejection of the bid/proposal. Samples not claimed within the time period identified in the solicitation document will become property of JCSS.
21. Corrections – Prior to a proposal submission or bid opening, errors may be stricken and corrections entered provided that the person signing the bid/proposal or their agent initials any such strikeover or addition. Negligence on the part of the preparer confers no right to correct such offers after their opening.
22. Acceptance Period – Procurement Services generally requires a minimum of thirty (30) working days to evaluate bids/proposals for award. Therefore, those that limit the acceptance period may be rejected.
23. Response Time – It is the intent of the JCSS to offer bids and proposals in ample time for proper response. However, any response received after the designated time, as determined by the official date/time stamp in Purchasing agent's office, will be deemed late and will not be considered by the JCSS. If bids/proposals are faxed or emailed, the original hard copy of the bid/proposal must be received by Procurement Services the next business day following receipt of the fax/email. The hard copy will serve as the legal document and any changes made on the faxed/emailed copy must show on the hard copy. The use of faxed or emailed bid/proposals is discouraged and every effort should be made by the supplier to deliver the hard copy of the bid/proposal prior to the designated date and time. In addition, it is the supplier's responsibility to ensure timely receipt of any addenda, responses to supplier questions, or other communications that may be necessary during the solicitation period. Following receipt of supplier responses to a solicitation, it is the supplier's responsibility to be available via email, phone and/or fax during the review process in the event that clarification or additional information is required. If clarification or additional information is requested, the responsibility

rests on the supplier to ensure that JCSS receives said information prior to the deadline(s) indicated. In the event clarification or additional information is provided via email or fax, a signed, original hard copy of this information should be submitted to the purchasing agent no later than the next business day after the information's due date. The hard copy will serve as the legal document; it must match the fax/email copy.

24. Rejection of Responses – JCSS reserves the right to reject any and all offers submitted in response to any solicitation document, to reject any portion thereof, to accept portions of the offer from several offerors, or to waive any minor irregularity. JCSS reserves the right to award a solicitation under the most beneficial economic terms for the JCSS.
25. Re-solicitation – If at any time during the purchasing process it is found that the integrity of the process has been compromised or that a substantial error has occurred, the solicitation may be canceled. The purchase may be re-solicited if JCSS so desires.
26. Revision or Withdrawal of an Offer – A bid/proposal may be revised or withdrawn by the supplier prior to the opening date and hour. After the bid opening or receipt of proposal, JCSS may, in its sole discretion, permit withdrawal when the best interest of JCSS would be served. Generally, withdrawal will only be allowed in cases where there has been an honest mistake not resulting from negligence and the mistake is clearly ascertainable.
27. Law – Contracts awarded by JCSS are to be interpreted and construed in all respects according to the laws of the State of Georgia. Should any dispute arise as the result of a bid or proposal, the dispute will be settled in accordance with Georgia law.
28. Resolving Tie Bids/Proposals – A tie bid/proposal exists when two or more suppliers submit the identical manufacturer and model number of a product that meets all specifications, terms, and conditions at identical prices.  
In case of tie bid/proposal, and subject to compliance with state and federal regulations and guidelines, the award will be made as follows:
  - a. Preference to an in-county supplier;
  - b. Preference to an in-state supplier;
  - c. If applicable, the solicitation will be awarded to the supplier producing the goods made in Georgia.
  - d. Preference to the supplier with the lesser total awarded dollar volume.

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

#### **B. SOLICITATION PROCESS –REQUEST FOR QUOTE**

1. When a RFQ is required, written quote specifications will be developed based on the Request for Solicitation form submitted by the school/department. The purchasing agent will, at a minimum, fax or email the RFQ to a portion of prospective suppliers.
2. JCSS will attempt to obtain a minimum of three competitive quote responses via telephone, fax or email.
3. Suppliers are required to complete the RFQ form(s) and submit to JCSS by the date stated in the RFQ.
4. After quote responses are evaluated, JCSS will issue an award notice to the lowest responsive, responsible offeror(s) meeting specifications and requirements in the RFQ and post the notice to the JCSS website.
5. A tabulation of all quotes received will be developed and made available for public inspection.

**C. SOLICITATION PROCESS –SEALED BIDDING**

Sealed Bids may be used to solicit offers for goods or services when price is the primary deciding factor for award.

1. When sealed bidding is required, an Invitation for Bid (IFB) will be posted on the JCSS website and notification will be sent to all or a portion of prospective suppliers. The Operations Director shall assist as requested in finding qualified suppliers.
2. IFB solicitations will designate a date and time bids will be publicly opened and read. Bid responses will not be accepted after the stated time and at no other location than that which has been stated.
3. Bid responses should be submitted in a sealed, separate envelope or package; signed, sealed, and mailed/delivered to the address shown on the solicitation document. It is imperative that the supplier place the bid number and the supplier's name on the outside of the envelope since this is the means by which it is to be identified. The JCSS cannot be responsible for the receipt of bids/proposals not properly identified or mailed/delivered to the wrong address.
4. When all bid responses are unreasonable or unacceptable as to terms and conditions, are non-competitive, or the low bid exceeds available funds and it is determined in writing by JCSS that time or other circumstances will not permit the delay required to re-solicit competitive bids, a contract may be negotiated provided that each responsible supplier who submitted such a bid under the original solicitation is notified of the determination and is given a reasonable opportunity to negotiate. In cases where the bids received are non-competitive or the low bid exceeds available funds, the negotiated price shall be lower than the lowest rejected bid of any responsible supplier under the original solicitation.
5. For all purchases accomplished by IFB, the award will be made to the lowest responsive and responsible supplier. This is the supplier who submits the lowest price, whose bid meets the specifications, terms, and conditions set forth in the IFB, and who is clearly capable of delivering the product or services specified. The lowest responsible supplier will not, therefore, always be the supplier who has submitted the lowest monetary bid. Award of bids will be made in the best interest of JCSS. An award letter will be issued to the awarded supplier(s) and posted to the JCSS website.
6. JCSS is authorized to waive informalities, technicalities, irregularities and administrative mistakes in bids.
7. A tabulation of all bids received will be developed and made available for public inspection by contacting the Operations Director.

**D. SOLICITATION PROCESS –REQUEST FOR PROPOSAL**

A Request for Proposal (RFP) may be used to solicit offers for goods or services when price is not the sole factor being considered for award or when the purchasing agent determines that the use of competitive sealed bidding is not advantageous to the JCSS.

1. Adequate public notice of the RFP shall be given in the same manner as provided for competitive sealed bidding.
2. The RFP shall state the relative importance of price and other evaluation factors. Price will be included as part of the determination of best value.
3. An evaluation committee will evaluate responses based upon published evaluation criteria.
  - a. All voting members of the evaluation committee must be identified prior to beginning the evaluation process.
  - b. Non-voting members may be identified and allowed to participate in all or part of the evaluation meetings on an as needed basis when it is determined to be in the best interest of the District.
  - c. The evaluation committee may call upon individuals from within or outside the school system to assist with interpretation of information provided by suppliers in response to a solicitation when the evaluation committee does not believe they have adequate knowledge to analyze the response. These individuals will be considered non-voting members of the evaluation committee.

- d. Committee members should refrain from discussing responses outside of evaluation meetings.
  - e. The Operations Director must be present at all meetings between responding suppliers and evaluation committee member(s) during the evaluation period. This includes meetings about projects outside the scope of the solicitation (i.e. existing contracts).
4. The RFP solicitation will designate a date and time offers are due. Offers will not be received after the stated time and at no other location than that which has been stated. There is no public opening of RFP responses.
  5. RFP responses should be submitted in a sealed, separate envelope or package as specified in the RFP document. RFPs usually require that the non-cost section of the response be submitted in a separate envelope from the cost form. Responses should be labeled with the supplier name, the RFP number and name, the due date and time and whether the contents are the cost or non-cost section of proposal. JCSS cannot be responsible for the receipt of proposals not properly identified or mailed/delivered to the wrong address.
  6. Proposals will be evaluated and scored based on the published criteria.
    - a. During the evaluation phase, discussions may be conducted as needed with suppliers.
    - b. These discussions are for the purpose of negotiations, clarifications, and to assure full understanding of and responsiveness to the solicitation requirements. Suppliers will be accorded fair and equal treatment with respect to an opportunity for discussion and revision of proposals.
    - c. A determination of competitive range may be made during the evaluation process.
    - d. JCSS may permit revisions, after submission and prior to award, for the purpose of obtaining best and final offers (BAFO). In conducting any such discussions, no disclosure will be made of any information derived from proposals submitted by competing suppliers.
  7. JCSS is authorized to waive informalities, technicalities, irregularities and administrative mistakes in proposals.
  8. When all proposal responses are unreasonable or unacceptable as to terms and conditions, are non-competitive, or the best value response exceeds available funds and it is determined in writing by JCSS that time or other circumstances will not permit the delay required to re-solicit competitive proposals, a contract may be negotiated provided that each responsible supplier who submitted such an offer under the original solicitation is notified of the determination and is given a reasonable opportunity to negotiate. In cases where the proposals received are non-competitive or the best value exceeds available funds, the negotiated price shall be lower than the lowest rejected offer of any responsible supplier under the original solicitation.
  9. A tabulation and evaluation of proposals shall be prepared and made available for public inspection after award of contract.
  10. An RFP award will be made to the responsive and responsible supplier whose proposal is determined in writing to be in the best interest of (best value to) the JCSS, taking into consideration price and the evaluation factors set forth in the RFP document. The RFP file will contain the basis on which the award was made.
  11. An award letter will be issued to the awarded supplier(s) and posted to the JCSS website.

**E. COOPERATIVE PURCHASING**

JCSS may participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any supplies, services or construction with one or more governmental agencies in accordance with an agreement entered into between the participants. Such cooperative purchasing may include, but is not limited to, purchase of standard items of school equipment, supplies, and services. The Operations Director, with the approval of the Superintendent may sell to, acquire from, or use any supplies belonging to another governmental agency, and may enter into an agreement with any other governmental agency for the cooperative use of supplies or services under the terms agreed upon between the parties.

**F. STATE CONTRACTS**

JCSS may purchase from State of Georgia contracts or cooperative purchasing and would not be required to bid out the items. These contracts have gone through the bid process through another governmental agency. The Superintendent shall approve the use of these contracts in lieu of the bid process. Information regarding the contract the purchasing agent utilizes should be attached to the accounts payable documentation for audit purposes. Assistance with the contract can be obtained through the Operations Director.

## SECTION IX: CONTRACT ADMINISTRATION

**Scope** – The following provisions set forth the procedures and requirements for proper contract administration by JCSS as well as minimum expectations of supplier performance.

1. **Delivery** – All deliveries of goods and services will be net prices, including all costs, and will be F.O.B. destination unless otherwise specified in the solicitation. The JCSS will reserve the right to cancel an order or any unfilled portion if shipment is not made as specified.
2. **Payment** – Authorization for payment will be made to JCSS Department Account Payables by the ordering school/department who has acknowledged receipt of the goods or services when orders have been delivered completely and in satisfactory condition.
3. **Tests** – JCSS is authorized to require appropriate tests of samples submitted with solicitations to determine their conformance with specifications. In performance of tests, JCSS may use qualified laboratory facilities. If samples meet the required specifications, all expenses for tests and inspection will be paid by the JCSS. If specifications are not met, the supplier will pay all expenses for tests and inspections.
4. **Quality Control** – Quality control is the process by which the supplier ensures that items or services produced for the JCSS conform to the contract requirements. Responsibility for quality control is placed on the supplier.

JCSS personnel responsible for receipt of the product or service shall report unsatisfactory performance by documenting through Supplier Performance reports to the purchasing agent:

- A. Any failures by the supplier in complying with established quality procedures and principles;
  - B. Any instances of unsatisfactory products or performance.
5. **Quality Assurance** – Quality assurance is the method used by the JCSS to determine whether the product or service delivered by a supplier meets contract requirements. Quality assurance may involve:
    - A. Visual inspection of processes or end products by appropriate JCSS personnel to determine conformity with contract standards or requirements.
    - B. Observations, conduct, or documentary review of physical or performance tests.
  6. **Documentation** – Factual and comprehensive documentation of supplier noncompliance is essential to contract enforcement and successful resolution of any subsequent legal proceedings. JCSS personnel responsible for quality assurance should ensure proper documentation by:
    - A. Using forms developed to document inspection results. Information documented should include as a minimum:
      - 1) Solicitation number, supplier's name, name of person completing documentation and date, time, and location of observation;
      - 2) Item, component, material, process, or service observed, and whether satisfactory or unsatisfactory.
      - 3) If observation is unsatisfactory, details sufficient to show the specific defect(s) location, dimensions, severity, reason (if apparent), and any other pertinent information.
      - 4) Supplier's representative to whom the defect was reported (if any), signature (if possible), and any response regarding the defect.
  7. **Contracts and Assignment** – A written Purchase Order or Notice of Award furnished to the successful supplier within the time specified in the solicitation document results in a binding contract without further action by either party. Once awarded, contracts are not assignable in whole or in part without the express written consent of the Superintendent.
  8. **Contract Option** – Some contracts contain option clauses describing the conditions under which a contract resulting from a solicitation document may be renewed.
  9. **Contract Extension** – JCSS may at its discretion extend a contract for such period as may be necessary to afford the JCSS a continuous supply of the items or a service listed in a term contract. Extensions are

authorized in the event that a contract shall expire or be likely to expire prior to the making of an award for a new contract.

10. Security Interest, Liens, Claims and Encumbrances – No supplier may acquire a security interest in supplies, materials or equipment sold to the JCSS. No supplier may sell to the JCSS goods and services that are subject to any liens, claims, or encumbrances of any kind.
11. Advisory Services – JCSS recognizes the value of advisory or consulting services that suppliers often provide. Services of this type will nonetheless be regarded as normal sales effort and no preferential treatment will be given to suppliers providing such services when contracts are awarded. Moreover, no compensation may be paid for any such services unless they were provided pursuant to an existing contract.

JCSS should be made aware of loaner equipment being tested by a school or department. Equipment provided and installed by a supplier for the purpose of demonstration will not be given preferential recognition in contract awards and JCSS will not be liable for any charges or costs incurred by suppliers in making such equipment available, nor shall the JCSS be under any obligation to purchase or pay in any manner when a supplier, upon the request of an employee of the JCSS, delivers the equipment or other products for test or trial.

12. Back Orders – If it is necessary for a supplier to place any item on back order, and if the contract or purchase order allows for back orders, the supplier should notify the ordering school or department of the back order condition including the expected shipment or delivery date. The necessity to back order may be deemed a breach of contract and JCSS may choose to cancel the purchase order.
13. Payment Withheld – Payment for any item delivered pursuant to an order may be withheld by JCSS until all requirements of the contract or order have been complied with in full.
14. Substitutions – Substitution is the shipment of an item that does not conform to the specifications of the purchase order. The purchasing agent or his/her designee must approve proposed substitutions in writing. Items that do not meet specifications will be returned to the supplier at supplier's expense. The refusal of the JCSS to accept a substitution does not relieve the supplier of its obligation to provide the item or items called for in the contract.
15. Losses or Damage in Transit/Freight – For all purchase orders or contracts designated "F.O.B. Destination", delivery of goods by a supplier to a common carrier does not constitute delivery to the JCSS, and the risk of loss will remain with the supplier until actual delivery. The supplier shall make any claim for loss or damage incurred during the delivery directly to the carrier. The JCSS will note all damage incurred in transit on the freight bill and will notify the supplier. The supplier shall make immediate replacement of the damaged merchandise. If damage is to a small quantity only, and the JCSS will not be inconvenienced because of the shortage, the supplier may, with the consent of the purchasing agent or his/her designee, deduct the amount of damage or loss from their invoice in lieu of replacement.

For accounting and budgeting reasons, JCSS is unable to prepay freight. Therefore, bids/proposals must be quoted "F.O.B. Destination" unless otherwise specified. Occasionally, "F.O.B. Shipping Point" is acceptable when specified in the solicitation document. In such instances, the supplier shall prepay the freight and insurance in an amount sufficient to replace the order, and either absorb such costs or clearly indicate the exact charges or a "shall not exceed" amount. In such instances, supporting documentation of any freight or insurance charges must be attached to the invoice.

16. Delivery Time – It is incumbent upon the successful supplier to maintain or have available an inventory sufficient to make delivery within the time stated, or take whatever other measures may be necessary in order to ensure that delivery will be made in accordance with the contract. Failure to deliver in accordance with the contract could result in the supplier being declared in default.
17. Receipt by JCSS – Quantities, units and prices on all shipping documents must match those on the purchase order. If the contract requires proof of quality, such proof must accompany the shipment.
18. Inspection – Delivery does not constitute acceptance. All supplies, materials and equipment delivered to JCSS shall be subject to inspection and testing. Items that do not meet specifications will be rejected. Failure to reject upon receipt however does not relieve the supplier of its liability. If tests subsequent to

delivery reveal a failure to meet specifications, the supplier shall be deemed to have breached its contract.

19. Supplier Complaints – In the event the school or department determines that the supplier’s performance has not been in accordance with its contract, the Operations Director or his/her designee may send written notification to the supplier of the complaint requiring the supplier to submit a plan of corrective action.
20. Cancellation of Purchase Orders or Contracts – No cancellation of JCSS purchase orders may be made unless in writing. The JCSS may, at its sole discretion, grant a supplier’s request to cancel an order and release a supplier from its contract if the supplier is prevented from performing its contractual obligations by an act of war, act of God, order of legal authority, or other unavoidable cause not attributed to the fault or negligence of the supplier. The burden of proof of need for such relief rests solely with the supplier. All requests for relief must be addressed to the Operations Director. JCSS reserves the right to cancel all contracts with any supplier who fails to perform on any given contract or order.
21. Additional Terms – The JCSS shall not be bound by any terms and conditions included in any supplier’s packaging, invoice, catalog, brochure, technical data sheet, or other documents which attempts to impose any condition at variance with or in addition to the terms and conditions contained in any contract or purchase order executed or issued by the JCSS or by such user agency.
22. Contract Revision/Adjustment – The Superintendent may, in his/her sole discretion, allow an adjustment to terms/requirements of an existing contract following award should it be deemed to be in the best interest of JCSS provided that all Board policies and administrative rules are followed. Documentation of such adjustment shall be included in the official solicitation file.

## *SECTION X: UNAUTHORIZED PURCHASES*

Definitions, prohibitions and procedures to address purchases made outside of the JCSS purchasing system are established by this regulation (i.e., unauthorized purchases).

### **Unauthorized Purchase**

An unauthorized purchase has negative impact in many areas. Claims by commercial suppliers must be investigated and processed at considerable cost. Hardships are created for suppliers who must wait for payment, and audits of such may result in disciplinary action against the individual(s) involved.

### **Definition**

An unauthorized purchase is any action taken by an individual, other than the purchasing agent or an individual authorized in writing by the Superintendent acting within the scope of their authority, which could result in a commitment by JCSS to pay for goods or services. Except as provided for in these rules and regulations or authorized by the Superintendent in writing, it shall be prohibited for any employee of the JCSS to purchase or to contract to purchase any goods or services, or to make any commitment for JCSS to make payment other than through the purchasing agent.

If any purchase or contract is made contrary to this regulation, the JCSS shall not be bound thereby without a properly executed ratification.

Examples of purchases that could require ratification include but are not limited to:

1. Failure to follow JCSS Competition Thresholds
2. Order Splitting
3. Purchasing items that are on an active JCSS Procurement issued solicitation from a source other than the awarded supplier(s)
4. Issuing a Confirmation Purchase Order as a means to circumvent JCSS Board Policy and/or Purchasing Regulations.
5. Misuse of exceptions to full and open competition designations

## *SECTION XI: FORMAL PROTEST OF AN AWARD OR DECISION TO AWARD*

This section describes the mandatory administrative procedure whereby Suppliers may challenge contracts or awards. JCSS will process protests in a timely and consistent manner to assure that all Suppliers are accorded equal consideration for the award of contracts.

- A. All protests disputing a competitive solicitation award must be submitted in writing to the Operations Director within five (5) working days of the award date of the solicitation. All protests disputing irregularities in the solicitation process or any violation of federal or state law with respect to the solicitation process must be submitted in writing to the Operations Director within five (5) working days of when Supplier knew or should have known of the irregularities or the award date of the solicitation, whichever occurs first. Any protests disputing a sole source or emergency purchase must be submitted in writing to the Operations Director within five (5) working days of the award date, Board approval date or purchase order issue date, whichever occurs first. Any protest received after the time periods set forth above will not be considered. JCSS will only consider protests from Suppliers who submitted a timely bid/proposal for the applicable contract or those who were prevented from doing so due to an alleged irregularity.
- B. The initial protest should include all matters the Supplier wishes JCSS to consider in deciding the protest outcome. At a minimum, the protest must include the following:
  - 1. Appropriate identification of the solicitation;
  - 2. School name and project description (if applicable);
  - 3. Nature of protest;
  - 4. Documentation supporting the protest and/or allegations, including any supporting exhibits and/or evidence;
  - 5. Statement of the specific relief requested; and
  - 6. Signed by a company officer authorized to sign contracts on behalf of the supplier submitting the protest.

Issues not raised in the initial protest may, at JCSS's discretion, be deemed waived with prejudice.

An aggrieved Supplier may supplement its protest with supporting exhibits, evidence or documents that were not available at the time of the initial protest filing. However, such supplemental documentation must be provided to JCSS as soon as such documentation is reasonably available and must be provided prior to any ruling on the protest.

- C. Protests should be sent by U.S. Mail, overnight delivery or hand delivery to:
  - Operations Director
  - Jones County School System
  - 125 Stewart Avenue
  - Gray, GA 31032

The outside of the envelope should clearly state "Protest IFB/RFP/RFQ xx-xx" in large, bold letters.

Protests will be deemed received when they are physically received by the Operations Director. Emails and faxes are unacceptable methods of delivery and will be rejected.

JCSS will thoroughly review and evaluate all protests and base the decision on the merits of the protest. A written response will be provided by JCSS within ten (10) working days of the receipt of the protest. Any appeal must be filed within three (3) working days of the Operations Director's protest decision. Protest appeals should be sent in the same manner and to the same address provided above. Appeals will be reviewed by the Superintendent and a written response provided. The Superintendent's decision as to any appeal shall be final.

## *SECTION XII: SUSPENSION AND DISQUALIFICATION*

**Scope** – The Suspension or Disqualification of suppliers by JCSS is established in this Section. An otherwise responsive supplier who submits the lowest-priced bid or highest scoring proposal may be suspended or disqualified from the award of a contract with JCSS. The Superintendent shall invoke a Suspension or Disqualification for the applicable time periods permitted, for reasons including, but not limited to, the following:

- A recent record of documented unsatisfactory performance of contract(s) with the JCSS;
- The willful failure to perform without good cause in accordance with the terms and conditions of one or more contracts, or has a recent record of such conduct, with the JCSS;
- A conviction at any time under any state or federal statute of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, antitrust or any other offenses indicating a lack of business integrity or business honesty which currently and directly affects its responsibility as a supplier with the JCSS;
- The submittal of any false certification, bond, license, insurance information or any other required contract documentation to the JCSS;
- The failure to cooperate in an investigation involving school funds; or
- The commission of any other action of a serious or compelling nature that directly and significantly impacts the operation of the JCSS.
- Supplier is currently in disqualified/debarred status as deemed by applicable State or Federal agency.

A supplier shall receive written notification from the Operations Director of the District's intent to enforce such an action including the dates of enforcement. The supplier will have five (5) working days to appeal the suspension or disqualification. Appeals must be in writing, include the basis for the appeal and all matters the supplier wishes JCSS to consider. Any appeal received after the time periods set forth above will not be considered. At a minimum, the following parameters must be met:

1. Appeals will be deemed received when they are physically received by the Operations Director via U.S. Mail overnight delivery or hand delivery to: Operations Director, Jones County School System, 125 Stewart Ave. Gray, GA 31032. Emails and faxes are unacceptable methods of delivery and will be rejected.
2. The outside of the envelope should clearly state "Appeal of Suspension/Disqualification and your company's name in large, bold letters.
3. Describe nature of appeal.
4. Include any supporting documentation, exhibits or evidence.
5. Include a statement of the specific relief requested.
6. Appeal must be signed by a company officer authorized to sign contracts on behalf of the supplier submitting the appeal.

Appeals will be reviewed by the Superintendent and a written response provided. The Superintendent's decision on the suspension or disqualification will be final. During the notification and appeal period, no IFB, RFP or RFQ responses submitted by the appealing supplier will be considered by the JCSS.

## SECTION XIII: LEGAL AND ETHICAL CONDUCT

### Ethical Procurement

It is essential that public procurement professionals and stakeholders adhere to a well-defined and established code of ethics. JCSS adopts a code of ethics and employees should uphold the code and seek commitment to it by all those with whom they engage.

#### Conflict of Interest

- Purchasing Agents shall:
  - Avoid any private or professional activity that would create a conflict of interest or appearance of the impropriety.
  - Avoid engaging in personal business with any supplier representative or similar person.
  - Avoid lending money to or borrowing money from any supplier.
  - Avoid any overlap of duty in the procurement process.
  - Safeguard the procurement process from political or outside influence.

#### Conduct with Suppliers

- Business dealing with suppliers must be fair and transparent. Purchasing agents shall:
  - Refrain from showing favoritism or being influenced by suppliers through the acceptance of gifts, gratuities, loans or favors.
  - Safeguard supplier confidentiality
  - Refrain from requiring suppliers to pay to be included on an approved or preferred supplier list.
  - Refrain from requesting donations of goods or services to the public entity.
  - Select suppliers on the basis of meeting appropriate and fair criteria
  - Discourage the arbitrary or unfair use of purchasing leverage or influence when dealing with suppliers.
  - Avoid the exertion of undue influence or abuse of power
  - Treat all suppliers fair and equal.

#### Corruption

- Public procurement professionals who become aware of any corrupt activity have the duty to their profession, to JCSS, to Superintendent and/or elected officials. Public procurement shall not tolerate bribery or corruption in any form. Forms include, but are not limited to:
  - **Bribery** is the offering, promising, giving, authorizing or accepting of any undue financial or other advantage to, by or for any person associated with the procurement process, or for anyone else in order to obtain or retain a business or other improper advantage. Bribery often includes (i) kicking back a portion of a contract payment to government or party officials or to employees of the other contracting party, their close relatives, friends or business partners or (ii) using intermediaries such as agents, subcontractors, consultants or other third parties, to channel payments to government or party officials, or to employees of the contracting parties, their relatives, friends or business partners.
  - **Extortion or Solicitation** is the demanding of a bribe, whether or not coupled with a threat, if the demand is refused. Procurement professionals will oppose any attempt of extortion or solicitation and are encouraged to report such attempts through available formal or informal reporting mechanisms.
  - **Trading in Influence** is the offering or solicitation of an undue advantage in order to exert an improper, real or supposed influence.
  - **Laundering the proceeds of the corrupt practice mentioned above** is the concealing or disguising the illegitimate origin, source, location, disposition, movement or ownership of property and/or money, knowing that such is the proceeds of crime.

- **Nepotism** is the use of authority or influence to show favoritism to relatives or friends without merits.

#### Gifts and Gratuities

No gifts, beyond those of an advertising nature and insignificant value, generally distributed to all potential customers, may be accepted by a JCSS employee.

Further, any “free gift” obtained through the purchase of goods are the property of JCSS. An example is, “buy 10 cartons of paper and get a free CD player.” The CD player is the property of the JCSS. Note: this type of selling should be discouraged unless a direct benefit to the District can be substantiated.

#### Ensuring Compliance

Ensuring compliance, focusing on high risk areas, understanding suppliers’ operations and offering guidance and support when improvement is necessary or appropriate should ensure that the strategic and operational risks associated with unethical practices are minimized. Purchasing agents need to focus on ensuring compliance with their ethical code practices.