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**PROCUREMENT SERVICES DEPARTMENT**

**PURCHASING REGULATIONS**

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## **SECTION I**

### **PROCUREMENT TERM DEFINITIONS**

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

- A. Appeal – Within the context of the Cobb County School District (CCSD) procurement practices, an appeal process is used in two instances: (1) To request review of a protest decision issued by the Director of Procurement Services, or (2) To request review of a decision to suspend or disqualify a vendor from doing business with CCSD for a specified time.
- B. Award date – The date on which the written Award Letter is dated.
- C. Best Value – A procurement method that emphasizes value over price. An assessment of the return that can be achieved over the useful life of the item, e.g., the best combination of quality, service, time, and price.
- D. Bid – The response by a vendor to an Invitation for Bid (IFB).
- E. Bidder – A vendor 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 the use of certain procurement methods.
- I. Competitive Range – The group of proposals, as determined during the evaluation process for competitive negotiation, 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 – Includes any improvements to existing CCSD property, whether new construction, modification, alteration or renovation, either interior or exterior. All improvements to District property must comply with appropriate CCSD Board Policy and Administrative Rules. Applicable Federal/State/Local codes, laws, guidelines, and regulations will apply.

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### **PROCUREMENT TERM DEFINITIONS**

- K. Contract Administration – Management of an awarded solicitation including but not limited to:
  - 1. Monitoring vendor(s) for adherence to contract requirements (including price and performance);
  - 2. Periodic meetings with the vendor(s) and end-user department;
  - 3. Distributing and summarizing vendor performance surveys; and
  - 4. Maintaining a file of correspondence after award.
- L. Disqualification – Action was taken by CCSD to prohibit vendors from doing business with CCSD for a period of time of at least one (1) year, not to exceed a three-year (3) maximum.
- M. Environmentally Preferable Products and Services – Have a less negative effect on human health and the environment than competing products or services that serve the same purpose. Factors that may be considered include raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, disposal, and/or fair trade standards.
- N. Environmental Purchasing – CCSD is committed to environmental stewardship and seeks the purchase of environmentally preferable products and services whenever they perform satisfactorily and are available at a reasonably competitive price.
- O. Euna Procurement Portal – Solicitation advertisement and contract management software program used by CCSD.
- P. Georgia Procurement Registry (GPR) – This is a free web-based advertising system for publicizing government contract opportunities.
- Q. Invitation for Bid (IFB) – The solicitation document used by CCSD to solicit offers for the supply of goods and/or services in a sealed bid process.
- R. Mandatory/Minimum Requirements – May apply to Request for Proposals (RFP), Invitation for Bids (IFB), and Request for Quotes (RFQ) and are conditions set out in the specifications/statement of work that must be met without alteration. Not meeting mandatory requirements may be grounds for disqualification.

## **SECTION I**

### **PROCUREMENT TERM DEFINITIONS**

- S. 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.
- T. Offeror – A vendor who returns a proposal in response to a Request for Proposal solicitation before the date and time set for its receipt.
- U. Order Splitting – Dividing a purchase into separate transactions, or the purchase of related items/services via separate transactions to circumvent CCSD Board Policy and/or Purchasing Regulations. This is an example of an Unauthorized Purchase and is expressly prohibited.
- V. Proposal – The response by a vendor to a Request for Proposal solicitation.
- W. Request for Information (RFI) – The informal solicitation document whereby vendors are asked to present information on particular goods or services. Information provided may include best practices, industry standards, technology issues, etc.
- X. Protest – A written objection by a participating party to a solicitation or a proposed award or award of a contract, to receive a remedial result.
- Y. Request for Proposal (RFP) – The solicitation document used in the competitive proposal process, whereby vendors 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 before contract award. The solicitation may or may not include a provision for the negotiation of Best and Final Offers (BAFO).
- Z. Request for Qualifications (RFQu) – A document issued by procurement staff to obtain statements of the qualifications from potential vendors. Can be used to gauge potential competition in the marketplace and/or identify qualified vendors, before issuing a solicitation.
- AA. Request for Quote (RFQ) – The solicitation document used by CCSD to solicit offers for the supply of goods and/or services. Solicitation of a price quote should be completed by an authorized CCSD staff person. A Request for Quote may be used when a purchase is less than \$100,000 or is urgent enough to warrant bypassing the IFB/RFP process.

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### **PROCUREMENT TERM DEFINITIONS**

Evaluation and recommendation for award are based on the response that best meets price, quality, delivery, service, past performance, and reliability.

- BB. Response Due Date and Time – The deadline for a vendor to submit a response to a solicitation document; specified in a solicitation document.
- CC. Responsible – Term used to describe a vendor who is determined by Procurement Services to have:
1. The ability, capacity, and skill to provide the goods/service required;
  2. The capability to provide the goods/service promptly, or within the 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 complies with the laws and policies relating to the goods/services required;
  6. Sufficient financial resources and ability to perform the service;
  7. The ability to provide goods or services for the particular use required; and,
  8. Not provided any conditions in the bid/proposal that would have the response submission considered non-qualified and therefore non-responsive.
- DD. Responsive – Term used to describe a vendor who has submitted a response to a solicitation that conforms in all material respects to the requirements outlined in the solicitation.
- EE. Simplified Acquisition Threshold for Purchases Utilizing Federal Funds – The CCSD defines the Simplified Acquisition Threshold (SAT) for purchases utilizing Federal Funds to be \$250,000.
- FF. Solicitation Document – A term used to describe an Invitation for Bid, Request for Proposal, Request for Information, or Request for Quote document.
- GG. Subject Matter Expert/Consultant – Person with extensive skill and/or knowledge in a particular area of expertise that uniquely qualifies him or her to perform some specialized service.

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### **PROCUREMENT TERM DEFINITIONS**

- HH. Suspension – Action was taken by CCSD to prohibit a vendor from doing business with CCSD for a period not to exceed one (1) year while corrective action is being taken.
- II. Sustainable Procurement - A purchasing and investment process that integrates economic, environmental, and social impacts and principles into procurement processes and decisions.
- JJ. Vendor – A vendor 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 performs services, or sells goods required by a contract. An entity submitting a response to an IFB, RFP, or RFQ. Bidder/Offeror/Vendor/Supplier/Contractor may be used interchangeably.
- KK. Waste Prevention – Any action undertaken by an individual or organization to eliminate or reduce the amount or toxicity of materials before they enter the waste stream. This action is intended to conserve resources, promote efficiency, and reduce pollution.
- LL. Working days – Means all days except Saturdays, Sundays, and all CCSD 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 Cobb County School District (CCSD) shall be in accordance with the purchasing regulations as presented herein. These regulations shall apply to all acquisitions involving the expenditure of CCSD funds or funds provided from other sources (federal, state, local, grants, etc.) for the use by CCSD.

#### **Guidelines**

The school system must buy supplies and services from the business community to operate. The Cobb County Board of Education (Board) will appropriate funds that will be used by the Superintendent through his agent, the Director of Procurement Services, to procure the required goods and services. The guidelines in which the purchasing function shall operate, including funds from all sources, are as follows:

Authority to obligate Board funds to an agency outside the school system is vested solely in the Superintendent who shall designate the Director of Procurement Services as the Purchasing Agent and Chief Procurement Officer for CCSD.

The Director of Procurement Services, under the direction of the Senior Executive Director, Business Services, 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 CCSD 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, grants, or other governing regulations, then the higher-level governing law/regulation that imposes additional requirements or regulations shall control.

**SECTION III**  
**PURCHASING AUTHORITY**

Procurement Services has the authority and responsibility to purchase only authorized supplies and services.

**Central Purchasing**

Purchases shall be made by the local schools/departments and approved by Procurement Services under the authority granted to the Director of Procurement Services. Procurement Services shall not approve the purchase of goods or services without a properly executed and approved document with approved funds.

## **SECTION IV**

### **SUSTAINABLE PROCUREMENT**

CCSD is committed to sustainable procurement and understands procurement decisions have a social, economic, and environmental impact. We are committed to awarding contracts in a responsible, sustainable manner by following the best practices/priorities listed below.

#### **Best Practices/Priorities:**

1. Waste prevention by recycling, reducing use, and reusing materials.
2. Purchase products that minimize environmental impacts, toxins, pollution, and hazards to workers and the community.
3. Act with fiscal responsibility by balancing price, performance, and environmental considerations.
4. Review specifications to eliminate barriers to recycled content products when feasible. Encourage the use of recycled materials and environmentally preferable products and services when they perform satisfactorily and are available at reasonably competitive pricing.
5. Encourage the specification of environmentally preferable products that include recycled content, are durable and long-lasting, conserve energy and water, are responsibly sourced, and minimize exposure to toxins.
6. Recycling Programs include single-stream waste recycling and responsible disposal of surplus electronics and equipment in accordance with current United States Environmental Protection Agency (EPA) regulations.
7. Develop and maintain information about environmentally preferable products and recycled products purchased by CCSD, as well as purchases that include recycling programs for consumable materials waste.
8. Surplus items are disposed of responsibly in compliance with applicable EPA regulations.
9. Utilize extended warranties to prolong the life of the equipment.
10. Achieve value for money and more efficient use of public resources.

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**SUSTAINABLE PROCUREMENT**

11. Demonstrate social and environmental responsibility through the purchase of sustainable products and services.
12. Support innovation by encouraging more sustainable products and services initiatives.
13. Encourage the industry to develop the capacity to operate in a clean, green company.
14. Support vendors who are socially responsible and adopt ethical practices listed in our vendor code of ethics.
15. Ensure compliance with relevant regulatory requirements.
16. Maintain transparency in all solicitation processes.

## **SECTION V**

### **RESPONSIBILITIES**

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

#### **Responsibilities**

A. The Board 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, Senior Executive Director, Business Services, and/or the Director of Procurement Services;
4. Provide general oversight over the purchasing system.

B. The Superintendent shall:

1. Develop and recommend to the Board policies to ensure efficient and economical purchasing in support of CCSD operations;
2. Supervise the Director of Procurement Services through the Senior Executive Director, Business Services;
3. Accept authority to purchase given by the Board and delegate day-to-day authority to the Director of Procurement Services;
4. Exercise authority for purchases not delegated to the Director or other designees.

C. The Senior Executive Director, Business Services shall:

1. Directly supervise the Director of Procurement Services;
2. Provide direction to solving specific problems affecting the purchase of goods and services.

D. The Director of Procurement Services shall:

1. Serve as Purchasing Agent and Chief Procurement Officer for the Board;
2. Supervise the day-to-day activities of Procurement Services;
3. Contract for the purchase or acquisition of supplies, materials, equipment, construction, and services, as may be required and funded;

**SECTION V**  
**RESPONSIBILITIES**

4. Ensure all contract actions comply with applicable local, state, and federal laws and regulations, as well as Board policies and procedures;
5. Procure quality goods and services to meet the needs of CCSD at pricing that provides the best value;
6. Consider environmentally preferable procurement initiatives when possible and beneficial to CCSD;
7. Promote efforts to assure all business enterprises have an equal opportunity to participate and share in the purchasing activity of CCSD;
8. Modify/approve specifications and ensure full and open competition is achieved on all purchases within parameters outlined in these and other CCSD regulations;
9. Provide direction and guidance for the operation of Purchasing Management;
10. Ensure training on CCSD purchasing policies and regulations of key District staff responsible for the purchasing function at various levels;
11. Maintain a standard purchasing nomenclature for purchased items;
12. Take advantage of economies of scale by buying in quantity when advantageous to CCSD;
13. Take advantage of all tax exemptions;
14. Determine the appropriate purchasing method for each purchasing action;
15. Establish and maintain a purchasing system of quality and integrity;
16. Review threshold amounts and recommend necessary changes;
17. Audit purchases from requisitions, procurement cards, and other CCSD contracts for compliance with all applicable laws, policies, and procedures.
18. Establish necessary rules for the operation of Procurement Services and the implementation of CCSD Policy and Regulations;
19. Settle and resolve protests dealing with purchasing actions;

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**RESPONSIBILITIES**

20. Competitively solicit, whenever possible, with Cobb County or other governmental entities to maximize savings for taxpayers when it is in the best interest of both parties to do so;
  21. Compare competitively sought pricing to statewide contracts and/or other governmental cooperative contracts/discounts (e.g., OMNIA Partners, National Association of State Procurement Officials (NASPO), Sourcewell, and others) available to determine the best value for the CCSD. Procurement may recommend the use of state contracts or other available governmental cooperative contracts/discounts when the contract offers the best value to the CCSD.
- E. The Customers (departments and schools receiving support from Procurement Services) 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 Director of Procurement Services 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. Responsible for ensuring key District staff members (e.g., bookkeepers) who are involved in the procurement process participate in training provided by Procurement Services on CCSD purchasing policies and regulations;
  7. Provide for any other assistance in the procurement process as may reasonably be requested by the Director of Procurement Services;
  8. Enter and approve requisitions;
  9. Provide accurate and timely process of procurement card documentation to Financial Services;

## **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 Procurement Services.

#### **A. Priorities:**

Three (3) priorities will be used for processing purchasing actions in Procurement Services as follows:

1. **Routine** - Purchase requirements are received by Procurement Services 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 Director of Procurement Services to assign an urgent priority. The designation of “urgent” will cause the requirement to be acted upon by Procurement Services over any routine requirements that may be at hand. “Same day” or “next day” action by Procurement Services will not circumvent other purchasing procedures required by law, Board policy, or this regulation; an urgent priority assigned by the Director of Procurement Services simply moves the requirement to the head of the line in Procurement Services.
3. **Emergency** - The Customer whose circumstances may be deemed so severe as to require emergency actions may ask Procurement Services to assign an emergency priority. Emergencies shall include, but not be restricted to, the 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 Procurement Services over any routine or urgent requirement at hand. These requirements shall receive “same day” action, if possible, and may circumvent other



**SECTION VI****PURCHASING ADMINISTRATIVE LEAD TIME (PALT)**

purchasing procedures required by Board policy to the extent permitted thereby and/or by other applicable laws.

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

Definition – PALT is the time taken to process a purchasing action within Procurement Services from the point when acceptable specifications, ready for release, are presented to Procurement Services to the point that recommendation for 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 vendor to provide the supplies or services.

Time Frames for PALT – Workload within Procurement Services 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 sources or applicable laws, etc. (e.g., construction projects, eRate). The table below lists the typical range for PALT for each solicitation type:

<b>PURCHASING ADMINISTRATIVE LEAD TIME (PALT)</b>	
<b><u>Solicitation Type</u></b>	<b><u>Days</u></b>
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 following 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 \$10,000 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 \$10,000 to \$99,999.99 and not already on an existing contract may require pricing to be secured by Procurement Services. Customers should use the Request for Solicitation form available on the Procurement Services SharePoint site and submit it as instructed on the form. Pricing may be secured via written quote, email, phone, internet, or through the Euna Procurement portal.
3. Purchases of \$100,000 or more that are not already on an existing contract require Procurement to issue a formal IFB or RFP. Board approval is required for the award of IFBs/RFPs greater than \$200,000 except for those products/services included on the Board Pre-Approved List of Expenditures. Check with Procurement Services 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 in Procurement Services a minimum of two (2) days before agenda items are due to the Superintendent's office.
4. **Purchases using Federal Funds and citing a CCSD Exception to Full and Open Competition Item(s)/Service(s):**
  - a. Purchases under \$10,000 not already on an existing contract purchaser should use their best judgment.
  - b. Purchases \$10,000-\$250,000 – Cite the appropriate exception to full and open competition. Price quotations must be obtained from at least two (2) qualified sources and uploaded into Munis or kept at the school/department.
  - c. Purchases at the Simplified Acquisition Threshold of \$250,000 or more require a formal solicitation to be completed by Procurement Services.

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### PROCUREMENT AND AWARD METHODS

5. The Director of Procurement Services will determine the most applicable method for a solicitation. Once Procurement Services has implemented the competitive solicitation process, the selected method of the solicitation will not be changed. To obtain the most favorable price and to ensure a reliable source of supply, the Director of Procurement Services is authorized to include an escalation and/or de-escalation clause in the solicitation conditions.

#### **B. EXCEPTIONS TO FULL AND OPEN COMPETITION FOR NON-FEDERAL, NON-GRANT FUNDS**

Procurement Services recognizes that there are circumstances where full and open competition is not in the District's best interest. If the requesting Customer is utilizing grant funds or other special funds, it is their responsibility to verify that the funds do not require a competitive solicitation before citing one of the exceptions. The following situations can 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 service(s) (gas, electric power, etc.), circumstances may dictate that only one vendor can furnish the service.
  - d. When the Superintendent or designee (e.g., head of the department making the purchase) has determined in accordance with a program for standardization, continuity of operations, cost, or labor savings that are in the best interest of CCSD to limit purchases to specified products/services.

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### PROCUREMENT AND AWARD METHODS

- e. When purchasing over the designated threshold, Customers must use the “Sole/Single Source Justification” form, available on the Procurement Services SharePoint website to submit the following information:
  1. Explain why this is the only product or service that can meet the need of the purchasing agency.
  2. Explain why this vendor is the only practical available source from which to obtain this product or service.
  3. Describe what efforts were made to negotiate to get the best price, delivery, warranty, and payment terms for the CCSD. Procurement Services reserves the right to negotiate further with the vendor for discounts, the best value, etc.
  4. Include any documentation from the manufacturer or publisher to support the “Sole/Single 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 CCSD. The Director of Procurement Services shall approve the 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, educational software, 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 school principal or appropriate department or division head. Additionally, contracted

## Section VII

### PROCUREMENT AND AWARD METHODS

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 unless the Director of Procurement Services challenges a purchasing action as an abuse of this exception. The Chief Academic Officer, along with the Senior Executive Director of Business Services, shall be the determining authority for such a challenge.

4. School Safety Operations / Police Department: **(Do not use if the purchase is using Grant/Federal Funds)** Products and services related to safety and security can be selected at the discretion of a safety/security professional. No special authority is necessary unless the Director of Procurement Services challenges a purchasing action as an abuse of this exception. The Chief Technology & Operations Officer, along with the Senior Executive Director of Business Services, shall be the determining authorities for such a challenge.
5. Venues, Products, Events and Services for Student and Staff Activities - The selection of venues, products, events and services for some student activities/products, 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/services:
  - a. Funds collected from students and other sources for these activities shall be expended for 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 vendor which will specify, but not necessarily be limited to, the following:
    1. Price
    2. Time of Delivery/Event
    3. Service and Warranty Requirements

## Section VII

### PROCUREMENT AND AWARD METHODS

4. District-approved accounting practices will be followed in the expenditure of these funds.

Venues, products, events and services for staff activities including, but not limited to, meetings, speakers, luncheons, and hospitality events are excluded from the competitive process as well.

No special authority is necessary unless the Director of Procurement Services challenges a purchasing action as an abuse of this exception. The Chief Technology and Operations Officer, along with the Senior Executive Director of Business Services, shall be the determining authorities for such a challenge.

6. Professional Services— Contracted professional services including but not limited to 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 Director of Procurement Services challenges a purchasing action as an abuse of this exception. The Chief Technology and Operations Officer, along with the Senior Executive Director of Business Services, shall be the determining authorities for such a challenge.
7. Charter Bus Services – Charter bus services are procured in some cases for off-site student events such as, but not limited to, field trips, athletic, music, academic, or other events and competitions. Student safety is the primary concern in such instances. Therefore, charter bus services are excluded from the formal competitive solicitation process. CCSD Risk Management will maintain a list of carriers that have been pre-approved for liability purposes.

#### **C. EXCEPTIONS TO FULL AND OPEN COMPETITION FOR FEDERAL FUNDS**

1. Federal Awarding Agency Approval –The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-federal entity.

## Section VII

### PROCUREMENT AND AWARD METHODS

2. Inadequate Competition –After solicitation of a number of sources, competition is determined inadequate.
3. Small Purchase/Academic Prerogative for Purchases \$10,000 - \$250,000 – Price quotation must be obtained from at least two (2) qualified sources. Small Purchase/Academic Prerogative can be cited when contracted services or academic materials, such as books, posters, displays, games, educational software, 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 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 school principal or appropriate department or division head. 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 unless the Director of Procurement Services challenges a purchasing action as an abuse of this exception. The Chief Academic Officer, along with the Senior Executive Director of Business Services, shall be the determining authorities for such a challenge.

**The appropriate exception must be cited on the Requisition/Purchase Order, FS 213 Performance Contract/Munis Contract, Request for Check, or any other payment method.**

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**A. REQUIREMENTS AND CONDITIONS**

The following applies to all competitive solicitation methods:

1. Non-Restrictive Specifications and Procedures – Procurement Services promotes using non-restrictive specifications and procedures that conform to accepted public procurement practices whenever possible. Vendors are invited to inform the Director of Procurement Services 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 before the scheduled opening date. Information that is received less than five (5) days before the scheduled bid opening/proposal closing will not be acted upon unless the Director rules it is in the best interest of the CCSD.
2. Advertisement of Solicitation – The policy of CCSD is to give every vendor an equal opportunity to submit responses to CCSD solicitations. However, CCSD cannot guarantee that solicitation notices will be sent to every vendor on the vendor list. Solicitations are posted to the CCSD Euna Procurement Portal, posted on the Georgia Procurement Registry if over \$100,000, and advertised on public television to provide all vendors an equal opportunity. It is the responsibility of interested vendors to check the CCSD Euna Procurement Portal, public television, and the Georgia Procurement Registry for business opportunities with CCSD.
3. Invitation for Bids/Request for Proposals/Request for Quotes Documents – The solicitation documents are notices used by CCSD to solicit bids/proposals/quotes to provide goods or services and should not be construed as an order by CCSD to make any purchase. The vendor 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 vendor's bid/proposal/quote response must be submitted through the CCSD Euna Procurement Portal before the time and date indicated within the solicitation



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documents. The response receipt time is determined by the CCSD Euna Procurement Portal. The use of any bid/proposal/quote form containing terms and conditions that conflict with the solicitation or these purchasing regulations constitutes a counteroffer and may not be accepted.

4. Addendum to or Cancellation of Solicitation Documents – CCSD may revise a solicitation document by issuing an addendum before its due date. Acknowledgment of receipt of an addendum should be returned at the time set for receipt of bids/proposals. Failure to bid or propose in accordance with an addendum may be cause for rejection. In some circumstances, CCSD may postpone opening or receipt of a solicitation to give vendors sufficient time to respond to the addendum. CCSD may withdraw or cancel a solicitation document at any time before the award of a contract. Notice of cancellation will be issued. It is the responsibility of interested vendors to check the CCSD Euna Procurement Portal for additional information throughout the solicitation process.
5. Combining Solicitation Documents – A vendor should not combine responses to separate solicitation documents. A vendor must submit a separate response for each solicitation 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, CCSD 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 re-solicitation may occur with modified specifications. Procurement Services has the sole discretion as to the best course of action in the best interest of the CCSD.

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7. Communication with CCSD Staff during a Solicitation – Vendors are barred from any contact with the CCSD staff concerning a solicitation during the term of the solicitation and evaluation other than through Procurement Services. All questions concerning a solicitation should be submitted in writing through the CCSD Euna Procurement Portal. Vendors should refer to the IFB, RFP, or RFQ number when making an inquiry. Inspections and/or site visits must be coordinated through the Procurement Services office. Procurement Services 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 vendors are invited to attend the public opening of IFBs. RFPs do not have a public opening; however, vendors 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 before the submission of any bid/proposal/quote. Unless a specific exception is noted by the vendor and accepted by CCSD 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. Procurement Services will determine whether the vendor's response meets all specified terms and conditions. Taking exceptions to CCSD terms and conditions may be cause for rejection of vendor's response.
9. Source Inspection – By submitting an offer to CCSD, the vendor agrees to permit CCSD the right of inspection at the vendor's plant or facilities. Upon request, the vendor shall provide all reasonable access to facilities and assistance for the safety

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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 – CCSD does not issue partial payment against a purchase unless otherwise specified in the applicable solicitation.
14. Vendor Address – All correspondence, including Notices of Award, will be sent to the address appearing on the Acknowledgement and Agreement page of the vendor's response. Vendors 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 emailed or faxed to the email address or fax number specified in the vendor's response.
15. Certificate of Non-collusion – 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

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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 vendor 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 to CCSD must be clearly shown in the space provided in the solicitation document.
  - a. Discounts offered may be considered for evaluation.
  - b. All discounts offered, including prompt payment discounts, will be taken if earned. If CCSD is entitled to a discount, the period of computation will commence on the receipt of a correctly completed invoice indicating the discount. If CCSD is entitled to a discount under the contract, but the invoice does not reflect the existence of a discount, and CCSD pays the invoice, it shall be entitled, upon demand, to credit in the amount of such discount. Payment of invoices shall be made whenever possible within thirty (30) days of the receipt of the goods/services or receipt of a correct invoice, whichever is later unless otherwise provided for in the solicitation document or resulting contracts.
18. Taxes – CCSD is prohibited from paying or reimbursing a vendor for any taxes that may be lawfully imposed on the vendor.
19. Specifications – Specifications will vary based on 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

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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 vendor 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 vendor 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 CCSD. CCSD 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 CCSD, must be furnished free of charge. Samples furnished will be returned upon request, at the vendor'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 vendor'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 vendor may, in some instances, be held for comparison with the merchandise furnished and will not be returned until all the merchandise ordered according to the contract has been delivered and inspected. Failure on the part of the vendor to submit requested samples within the 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 CCSD.

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21. Corrections – Before bid opening or proposal submission, 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 the bid opening or receipt of proposal.
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 Procurement Services Department to offer bids and proposals in ample time for proper response. However, any response received after the designated time will be deemed late and will not be considered by CCSD. It is the vendor's responsibility to review any addenda, responses to vendor questions, or other communications that may be necessary during the solicitation period. Following the submission of the vendor response to a solicitation, it is the vendor's responsibility to be available via email or phone during the review process if clarification or additional information is required. If clarification or additional information is requested, the responsibility rests on the vendor to ensure that CCSD receives said information before the deadline(s) indicated.
24. Rejection of Responses – CCSD Procurement Services 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. CCSD Procurement Services reserves the right to award a solicitation under the most beneficial economic terms for CCSD.
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

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occurred, the solicitation may be canceled. The purchase may be re-solicited if CCSD Procurement Services so desires.

26. Revision or Withdrawal of an Offer – A bid/proposal may be revised or withdrawn by the vendor before the opening date and hour. After the bid opening or receipt of proposal, Procurement Services may, in its sole discretion, permit withdrawal when the best interest of CCSD would be served.

27. Law – Contracts awarded by Procurement Services 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 (2) or more vendors submit the same price for a product that meets all specifications, terms, and conditions.

In case of tie-bid/proposal, and subject to compliance with state and federal law, regulations and guidelines, the award will be made as follows:

1. Preference to an in-county vendor;
2. Preference to an in-state vendor;
3. If applicable, the solicitation will be awarded to the vendor producing the goods made in Georgia;
4. Preference to the vendor with the lesser total awarded dollar volume;
5. If these preferences are insufficient for resolution, drawing lots in a public forum will resolve the tie.

**B. SOLICITATION PROCESS – REQUEST FOR QUOTE (RFQ)**

1. When a RFQ is required, written quote specifications will be developed based on the Request for Quotation form submitted by the Customer. Procurement Services will, at a minimum, email the RFQ to a portion of prospective vendors on

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the CCSD's Vendor List. However, CCSD cannot guarantee that solicitation notices will be sent to every vendor on the vendor list.

2. The CCSD will attempt to obtain a minimum of two (2) competitive quote responses via CCSD Euna Procurement Portal, email, or telephone.
3. Vendors are required to complete the RFQ form(s) and submit to Procurement Services by the date stated in the RFQ.
4. After quote responses are evaluated, Procurement Services may issue an award notice or purchase order to the lowest responsive, responsible offeror(s) meeting specifications and requirements. The award may be posted in the CCSD Euna Procurement portal.
5. Quotes received will be developed and made available for public inspection.

**C. SOLICITATION PROCESS – INVITATION FOR BID (IFB)**

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 CCSD Euna Procurement portal, the Georgia Procurement Registry, if applicable, advertised on public television, and notification sent to a list of prospective vendors. However, CCSD cannot guarantee that solicitation notices will be sent to every vendor on the vendor list.
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 date and time specified in the solicitation.
3. Bid responses must be submitted as directed in the solicitation.
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 Procurement Services that time or other circumstances will not permit the delay required to re-solicit competitive bids, a contract may



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be negotiated provided that each responsible vendor 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 vendor under the original solicitation.

5. For all purchases accomplished by IFB, the award will be made to the lowest responsive and responsible vendor. This is the vendor who submits the lowest price, whose bid meets the specifications, terms, and conditions outlined in the IFB, and who is capable of delivering the product or services specified, as determined by Procurement Services. The lowest responsible vendor will not, therefore, always be the vendor who has submitted the lowest monetary bid. Award of bids will be made in the best interest of CCSD. An award letter will be issued to the awarded vendor(s) and posted to the CCSD Euna Procurement portal.
6. The Director of Procurement Services is authorized to waive informalities, technicalities, irregularities, and administrative mistakes in bids.
7. A tabulation of all bids received will be developed and posted on the CCSD Euna Procurement portal.

**D. SOLICITATION PROCESS – REQUEST FOR PROPOSAL (RFP)**

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 Director of Procurement Services determines that the use of competitive sealed bidding is not advantageous to the CCSD.

1. Adequate public notice of the RFP shall be given in the same manner as provided for competitive sealed bidding.

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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 on 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. The evaluation committee may call upon individuals from within or outside the school system to assist with interpretation of information provided by vendors in response to a solicitation when the evaluation committee does not believe they have adequate knowledge to analyze the response.
  - c. Committee members should refrain from discussing responses outside of evaluation meetings.
  - d. A member of Procurement Services must be present at all meetings between responding vendors and evaluation committee member(s) during the evaluation period.
4. The RFP solicitation will designate a date and time offers are due. Offers will not be accepted after the stated date and time. There is no public opening of RFP responses.
5. RFP responses must be submitted as directed in the solicitation.
6. Proposals will be evaluated and scored based on the published criteria.
  - a. During the evaluation phase, discussions may be conducted as needed with vendors.
  - b. These discussions are for negotiations, clarifications, and to assure full understanding of and responsiveness to the solicitation requirements.

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Vendors will be accorded fair and equal treatment concerning an opportunity for discussion and revision of proposals.

- c. A determination of competitive range may be made during the evaluation process.
  - d. Procurement Services may permit revisions, after submission and before award. In conducting any such discussions, no disclosure will be made of any information derived from proposals submitted by competing vendors.
7. The Director of Procurement Services 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 Procurement Services 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 vendor 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 vendor 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 vendor(s) whose proposal is determined in writing to be in the best interest of the CCSD, taking into consideration price and the evaluation factors outlined 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 vendor(s) and posted to the CCSD Euna Procurement portal.

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**E. COOPERATIVE / PIGGYBACK PURCHASING**

Subject to compliance with state and federal laws, and when it is in the best interest of CCSD, the Director of Procurement Services may participate in, sponsor, conduct, or administer a cooperative/piggyback 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/piggyback purchasing may include, but is not limited to, purchase of standard items of school equipment, supplies, and services. The Director of Procurement Services, with the approval of the Senior Executive Director of Business Services, 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. When appropriate, CCSD shall use the CCSD piggybacking/participating addendum template when utilizing a cooperative agreement or competitively bid contract for piggybacking purposes. The template may be customized as needed to include terms to protect the District specific to the subject of the contract.

Furthermore, CCSD will allow other government agencies located within Cobb County, surrounding counties, and the greater metropolitan Atlanta area to piggyback off of CCSD agreements to the extent that the vendor agrees, and it will not affect CCSD's interests in the contract.

## SECTION IX

### CONTRACT ADMINISTRATION

**Scope** – The following provisions set forth the procedures and requirements for proper contract administration by Procurement Services as well as minimum expectations of vendor 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 CCSD 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 CCSD Accounts Payable by the ordering Customer who has acknowledged receipt of the goods or services when orders have been delivered completely and in satisfactory condition.
3. **Tests** – The Director of Procurement Services is authorized to require appropriate tests of samples submitted with solicitations to determine their conformance with specifications. In performance of tests, the Director may use qualified laboratory facilities. If samples meet the required specifications, all expenses for tests and inspection will be paid by CCSD. If specifications are not met, the vendor will pay all expenses for tests and inspections.
4. **Quality Control** – Quality control is the process by which the vendor ensures that items or services produced for CCSD conform to the contract requirements. Responsibility for quality control is placed on the vendor.

CCSD personnel responsible for receipt of the product(s) or service(s) shall report unsatisfactory performance by documenting through Vendor Performance reports to the Director of Procurement Services:

- A. Any failures by the vendor 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 CCSD to determine whether the product or service delivered by a vendor meets contract requirements. Quality assurance may involve:

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- A. Visual inspection of processes or end products by appropriate CCSD personnel to determine conformity with contract standards or requirements.
  - B. Observations, conduct, or documentary review of physical or performance tests.
6. Documentation – Factual, comprehensive, and timely documentation of vendor non-compliance is essential to contract enforcement and successful resolution of any subsequent legal proceedings. CCSD end-user personnel responsible for quality assurance should ensure proper documentation and notification of issues to Procurement Services by:
- A. Using forms developed to document inspection results. Information documented should include as a minimum:
    - 1. Solicitation number, vendor'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. Vendor's representative to whom the defect was reported (if any), signature (if possible), and any response regarding the defect.
7. Vendor Complaints – In the event Procurement Services determines that the vendor's performance has not been in accordance with its contract, the Director of Procurement Services or his/her designee may send written notification to the vendor of the complaint(s) requiring the vendor to submit a plan of corrective action.
8. Contracts and Assignment – A written Purchase Order or Notice of Award furnished to the successful vendor 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 Director of Procurement Services.

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9. Contract Option – Some contracts contain option clauses describing the conditions under which a contract resulting from a solicitation document may be renewed.
10. Contract Extension/Renewal – The Director of Procurement Services may at his/her discretion, and in compliance with applicable law, extend or renew a contract for such period as may be necessary to afford CCSD a continuous supply of the item(s) or a service(s) listed in a term contract. Extensions/renewals are authorized if a contract shall expire or be likely to expire before the making of an award for a new contract.
11. Security Interest, Liens, Claims, and Encumbrances – No vendor may acquire a security interest in supplies, materials, or equipment sold to the CCSD. No vendor may sell to CCSD goods and services that are subject to any liens, claims, or encumbrances of any kind.
12. Advisory Services – CCSD recognizes the value of advisory or consulting services that vendors often provide. Services of this type will nonetheless be regarded as normal sales effort and no preferential treatment will be given to vendors 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.
13. Loaner Equipment – Procurement Services should be made aware of loaner equipment being tested by a school or department. Equipment provided and installed by a vendor for demonstration will not be given preferential recognition in contract awards and CCSD will not be liable for any charges or costs incurred by vendors in making such equipment available, nor shall CCSD be under any obligation to purchase or pay in any manner when a vendor, upon the request of an employee of the CCSD, delivers the equipment or other products for test or trial.
14. Back Orders – If it is necessary for a vendor to place any item on back order, and if the contract or purchase order allows for back orders, the vendor 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 CCSD may choose to cancel the purchase order.

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15. Payment Withheld – Payment for any item delivered under an order may be withheld by CCSD until all requirements of the contract or order have been complied with in full.
16. Substitutions – Substitution is the shipment of an item that does not conform to the specifications of the purchase order. The Director of Procurement Services or his/her designee must approve proposed substitutions in writing. Items that do not meet specifications will be returned to the vendor at vendor's expense. The refusal of CCSD to accept a substitution does not relieve the vendor of its obligation to provide the item or items called for in the contract.
17. Loss or Damage in Transit/Freight – For all purchase orders or contracts designated "F.O.B. Destination", delivery of goods by a vendor to a common carrier does not constitute delivery to CCSD, and the risk of loss will remain with the vendor until actual delivery. The vendor shall make any claim for loss or damage incurred during the delivery directly to the carrier. CCSD will note all damage incurred in transit on the freight bill and will notify the vendor. The vendor shall make immediate replacement of the damaged merchandise. If damage is to a small quantity only, and CCSD will not be inconvenienced because of the shortage, the vendor may, with the consent of the Director of Procurement Services or his/her designee, deduct the amount of damage or loss from their invoice instead of replacement.

For accounting and budgeting reasons, CCSD 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 vendor 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.

18. Delivery Time – It is incumbent upon the successful vendor to maintain or have available an inventory sufficient to make delivery within the time stated or take whatever other



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measures may be necessary to ensure that delivery will be made in accordance with the contract. Failure to deliver in accordance with the contract could result in the vendor being declared in default.

19. Receipt by CCSD – 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.
20. Inspection – Delivery does not constitute acceptance. All supplies, materials, and equipment delivered to CCSD 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 vendor of its liability. If tests after delivery or inspection reveal a failure to meet specifications, the vendor shall be deemed to have breached its contract.
21. Cancellation of Purchase Orders or Contracts – CCSD may, at its sole discretion, grant a vendor's request to cancel an order and release a vendor from its contract if the vendor is prevented from performing its contractual obligations by Acts of God, flood, fire, earthquake, explosion, global pandemic, war, invasion, hostilities, terrorist threats or acts, riots or other civil unrest, governmental order or law, actions, embargoes or blockades, strikes, labor stoppages or slowdown or other unavoidable cause not attributed to the fault or negligence of the vendor. The burden of proof for such relief rests solely with the vendor. All requests for relief must be addressed to the Director of Procurement Services. Procurement Services reserves the right to cancel all contracts with any vendor who fails to perform on any given contract or order.
22. Additional Terms – CCSD shall not be bound by any terms and conditions included in any vendor's packaging, invoice, catalog, brochure, technical data sheet, or other documents that attempt 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 CCSD or by such user agency.
23. Contract Revision/Adjustment – The Director of Procurement Services may, in his/her sole discretion, allow an adjustment to terms/requirements of an existing contract following

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award should it be deemed to be in the best interest of CCSD 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 CCSD purchasing system are established by this regulation (i.e., unauthorized purchases).

#### **Unauthorized Purchase**

An unauthorized purchase has a negative impact in many areas. Claims by commercial vendors must be investigated and processed at considerable cost. Hardships are created for vendors 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 CCSD 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 CCSD to purchase or to contract to purchase any goods or services or to make any commitment for CCSD to make payment other than through the Director of Procurement Services.

If any purchase or contract is made contrary to this regulation, CCSD 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 CCSD Competition Thresholds;
2. Order Splitting;
3. Purchasing items that are on an active CCSD Procurement contract from a source other than the awarded vendor(s);
4. Issuing a Confirmation Purchase Order as a means to circumvent CCSD Board Policy and/or Purchasing Regulations;

**SECTION X**  
**UNAUTHORIZED PURCHASES**

5. Misuse of exceptions to full and open competition designations.

**Ratification of Unauthorized Purchase**

**Basis for Ratification:** An unauthorized purchase may be ratified for payment based upon a determination by the ratifying official that the following parameters have been met:

1. Benefit – That CCSD has or will receive full benefit of the unauthorized purchase.
2. Propriety of Purchase – The purchase would have been proper and authorized if the action was taken by Procurement Services or by an individual authorized by the Superintendent.
3. Availability of Funds – The funds were available at the time of purchase and remain available for payment.
4. Fair and Reasonable Price The price was fair and reasonable based on a determination made by the Director of Procurement Services as to the price that would have been paid if the purchase had been accomplished following proper purchasing procedure.
5. The Principal or Department Administrator must submit an explanation to Procurement Services stating why the purchase was made without going through proper purchasing procedure.
6. The Principal or Department Administrator must submit a brief description of the action taken to prevent recurrences of other unauthorized purchases in similar circumstances.

Customers must use the “Request for Ratification of Unauthorized Purchase” form, available on the Procurement Services SharePoint site to submit a request for ratification. Procurement Services will review the request and notify the Principal/Department Administrator of acceptance or denial of the ratification request.

## SECTION XI

### **FORMAL PROTEST OF AN AWARD OR DECISION TO AWARD**

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

- A. All protests disputing a competitive solicitation award must be submitted in writing to the Director of Procurement Services 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 Director of Procurement Services within five (5) working days of when vendor knew or should have known of the irregularities or the award date of the solicitation, whichever occurs first. Any protests disputing a single source, sole source, or emergency purchase must be submitted in writing to the Director of Procurement Services 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. CCSD will only consider protests from vendors who submitted a timely bid/proposal/quote 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 vendor wishes CCSD to consider in deciding the protest outcome. At a minimum, the protest must include the following:
  - 1. Name and number of the solicitation (if applicable);
  - 2. School name and project description (if applicable);
  - 3. Nature of protest and grounds therefore;
  - 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 vendor submitting the protest.

## SECTION XI

### **FORMAL PROTEST OF AN AWARD OR DECISION TO AWARD**

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

An aggrieved vendor 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 CCSD 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-delivered to:

Director of Procurement Services  
Cobb County School District  
6975 Cobb International Blvd.  
Kennesaw, GA 30152

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

Protests will be deemed received when they are physically received by the Procurement Services Department. The onus is on the vendor to ensure timely receipt of the protest documents. Emails and faxes are unacceptable methods of delivery and will be rejected. CCSD will thoroughly review and evaluate all protests and base the decision on the merits of the protest. A written response will be provided by CCSD within ten (10) working days of the receipt of the protest. Any appeal must be filed within three (3) working days of receipt of the Director of Procurement Services' protest decision. Protest appeals should be sent in the same manner and to the same address provided above. Appeals will be reviewed by the Senior Executive Director, Business Services, and a written response provided. The Senior Executive Director's decision as to any appeal shall be final.

## SECTION XII

### **SUSPENSION AND DISQUALIFICATION**

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

1. A recent record of documented unsatisfactory performance of contract(s) with CCSD;
2. 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 CCSD;
3. 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 vendor with CCSD;
4. The submittal of any false certification, bond, license, insurance information, or any other required contract documentation to CCSD;
5. The failure to cooperate in an investigation involving school funds;
6. The commission of any other action of a serious or compelling nature that directly and significantly impacts the operation of CCSD; or
7. Vendor is currently in disqualified/debarred status as deemed by applicable State or Federal agency.

A vendor shall receive written notification from Procurement Services of the District's intent to enforce such an action including the dates of enforcement. The vendor shall have five (5) working days from receipt of the written notification to appeal the suspension or disqualification. Appeals must be in writing, include the basis for the appeal, and all matters the vendor wishes CCSD to consider. Any appeal received after

## **SECTION XII**

### **SUSPENSION AND DISQUALIFICATION**

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 Procurement Services Department via U.S. Mail, overnight delivery, or hand-delivered to: Procurement Services Department, Cobb County School District, 6975 Cobb International Blvd., Kennesaw, GA 30152. 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 and grounds therefore.
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 vendor submitting the appeal.

Appeals will be reviewed by the Senior Executive Director, Business Services, and a written response provided. The Senior Executive Director'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 vendor will be considered by CCSD.



**SECTION XIII**  
**CODE OF ETHICS**

The CCSD Procurement Services Department recognizes purchasing as a profession and adopts the Code of Ethics promulgated by the National Institute of Governmental Purchasing (NIGP).

The CCSD Procurement Services Department recognizes that the Code of Ethics sets appropriate standards for purchasing and the CCSD Procurement Services Department expects adherence to the Code of Ethics by all employees of the Department.

The CCSD Procurement Services Department recognizes that employees of the Procurement Services Department are public employees. As such, these employees have the responsibility to uphold the public trust and to refrain from using their position for private benefit.

Therefore, it is the policy of the CCSD Procurement Services Department that employees shall, in addition to all other expectations and job requirements, adhere to the NIGP Code of Ethics, and otherwise refrain from conflicts of interest and avoid the appearance of unethical or compromising practices in business relationships, actions, and communications.

**Code of Ethics – NIGP**

The Institute believes, and it is a condition of membership, that the following ethical principles should govern the conduct of every person employed by a public sector procurement or materials management organization:

- Seeks or accepts a position as head (or employee) only when fully in accord with the professional principles applicable thereto and when confident of possessing the qualifications to serve under those principles to the advantage of the employing organization.
- Believes in the dignity and worth of the service rendered by the organization, and the societal responsibilities assumed as a trusted public servant.

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**CODE OF ETHICS**

- Is governed by the highest ideals of honor and integrity in all public and personal relationships in order to merit the respect and inspire the confidence of the organization and the public being served.
- Believes that personal aggrandizement or personal profit obtained through misuse of public or personal relationships is dishonest and not tolerable.
- Identifies and eliminates participation of any individual in operational situations where a conflict of interest may be involved.
- Believes that members of the Institute and its staff should at no time, or under any circumstances, accept directly or indirectly, gifts, gratuities, or other things of value from suppliers, which might influence or appear to influence purchasing decisions.
- Keeps the governmental organization informed, through appropriate channels, on problems and progress of applicable operations by emphasizing the importance of the facts.
- Resists encroachment on control of personnel in order to preserve integrity as a professional manager.
- Handles all personnel matters on a merit basis, and in compliance with applicable laws prohibiting discrimination in employment on the basis of politics, religion, color, national origin, disability, gender, age, pregnancy, and other protected characteristics.
- Seeks or dispenses no personal favors. Handles each administrative problem objectively and empathetically, without discrimination.
- Subscribes to and supports the professional aims and objectives of NIGP - The Institute for Public Procurement.