



PURCHASING DEPARTMENT

PURCHASING PROCEDURES

**The Purchasing Manual for the
Forsyth County School System**

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PART I

OPERATIONAL PROCEDURES

The Purchasing Operational Procedures, as authorized by Board Purchasing Policy (DJE), shall apply to all acquisitions involving the expenditure of Forsyth County School System (FCSS) funds, including funds acquired from Federal, State, Local, grants etc. The purchase of goods and services required by the various departments or schools that derive support wholly or in part from the FCSS shall be in accordance with the procedures as presented herein.

These Procedures have been prepared to provide information and direction to all FCSS Stakeholders (Internal and External) involved in the purchasing process. These procedures supersede and repeal all previously existing procedures to the extent they are inconsistent with the provisions thereof.

Guidelines and Authority

The Forsyth County Board of Education appropriates funds that will be used by the Superintendent (through his/her designees) to procure the goods and services required to operate the school system. Purchases shall be made only after the Board has appropriated the funds. The guidelines in which the purchasing function shall operate 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 Director of Purchasing as the primary purchasing agent for the FCSS.

The Director of Purchasing, under the direction of the Chief Financial Officer shall have the authority to purchase materials, supplies, equipment, and services.

In accordance with the Purchasing Procedures, the Director of Purchasing may delegate limited purchasing authority to FCSS users and departments. Whenever FCSS user departments choose to purchase in a decentralized manner, they accept full responsibility for compliance with Board Policy and Purchasing Procedures, including all required justification, documentation and record retention.

In addition to compliance with these regulations, all purchases will be made in compliance with any applicable laws of the State of Georgia

Construction Projects- The procedures set forth in this manual do not apply to capital construction and related architectural and engineering services. Purchase of these services should be conducted under all relevant federal, state, and local requirements.

Purchasing with Public Funds VS “Local” Funds- Public purchasing in an educational environment can be complicated due to the various sources of funding. Schools are empowered to conduct their own purchasing activities when utilizing non-public fund sources (local money), provided the purchasing activities are consistent with customary practices operating a school. Local purchasing activities should also exhibit responsible fiscal stewardship, transparency, and adherence to the highest ethical standards of operation. The expenditure of any other public fund source, whether in part, or in whole, shall comply with FCSS Purchasing Policy and Procedures.

Note Regarding Purchasing with Federal Funds: Where applicable federal regulations or guidelines conflict with the competitive thresholds established in Part IV of this manual, the federal guidelines shall apply to financial matters involving federal funds.

PART II

PURCHASING ETHICS

General

All funds held by the Forsyth County School System, regardless of the source, are held in public trust. Therefore, all school system employees shall approach all purchasing decisions as responsible stewards of public trust. School system employees shall not engage in unethical behavior or compromising practices in relationships, actions, and communications with current or potential suppliers. Further, they shall avoid the intent and appearance of impropriety with current and potential suppliers.

Definition of Purchasing Agent

For purposes of these procedures, a “purchasing agent” is any employee of the Forsyth County School System that is involved in any phase of the expenditure of funds. This includes department heads, principals, bookkeepers, maintenance staff, instructional staff and is not relegated to only those working within the Purchasing Department. Involvement in any phase of the process is a qualifier for the responsibilities and procedures herein as delegated authority detailed in Part III.

Fiduciary Duty

Any purchasing agent involved in any portion of the procurement process plays an important role in ensuring needed goods and services are acquired in an efficient and economical manner. As a result, each agent is responsible for engaging in purchasing activities in a manner that seeks competitive prices, maximizes value, and avoids waste to protect the integrity of all FCSS stakeholders.

Conflicts of Interest

The purchasing agent should avoid any actions, relationships, or business transactions that conflict with the lawful interest of FCSS or otherwise created conflicts of interests that could taint the procurement process and/or the reputation of the Board of Education or FCSS. Agents should avoid even the appearance of impropriety in this regard and should fully disclose with the Director of Purchasing, the Chief Financial Officer, or the Superintendent any potential relationship that, in appearance, or reality, pose a conflict of interest.

Federal Funds- In addition to procedural language herein, FCSS Purchasing Procedure adheres to all applicable rules pertaining to waste, fraud, abuse, and corruption including, but not limited to, the prohibition of any employee, officer, or agent participating in the selection, award or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. To the greatest extent practicable, but not to the point of compromising the needs of the school system or existing priorities, FCSS will render preference in the purchase of goods and material to those produced in the United States. This requirement includes all subawards, contracts and purchase orders.

Note Regarding Purchasing with Federal Funds: Where applicable federal regulations or guidelines conflict with the competitive thresholds established in Part IV of this manual, the federal guidelines shall apply to financial matters involving federal funds.

Definition: A “conflict of interest” with respect to purchasing exists when the best interest of the FCSS is diminished or appears to be diminished by virtue of a personal interest maintained by a lawful representative of the school system with a party to a financial transaction. A personal interest would include, but is not limited to, a familial relationship, a business relationship, financial relationship or romantic relationship with a person, or other entity as applicable.

No employee, officer or agent may participate in the selection, award or administration of a contract supported by a federal award if he/she/they/it has a real or apparent conflict of interest.

Segregation of Duties: District shall develop and maintain Standard for Internal Controls as compliant with GAO-14-704G; 2 CFR 200.303

Chain of Command for Reporting Potential Conflicts-(Federal Programs) For all administrators of Federal Funds, the first report of a potential conflict of interest violation should be to immediate supervisor. Should that not be practicable or if immediate supervisor may be in conflict, then the next report should be the direct report of the immediate supervisor. In the event neither are possible, a report shall be made directly to Human Resources. If the potential conflict is the reporting employee, then he/she shall self-report to his/her immediate supervisor.

- **Disciplinary Action** for violation of conflicts of interest should be in conjunction with applicable Board Policy and Standards of Conduct as deemed appropriate by governing department.

Unauthorized Purchases- It shall be prohibited for any employee to purchase or contract to purchase any goods or services, or to make any contract within the provision of this policy other than through the officials named in these procedures. If any purchase is made contrary to this policy, the Forsyth County School System shall not be bound thereby. Any agent who willfully purchases or causes to be purchased any materials, supplies or equipment contrary to FCSS Board Policy and Procedure may be personally liable for the cost thereof.

Accepting Gifts or other Benefits from Suppliers

Any purchasing agent must not, at any time or under any circumstances, accept directly or indirectly, gifts of material value, gratuities, loans, future employment, trips or other things of value from suppliers which might influence or appear to influence purchasing decisions. The limit for gifts of material value is 25 dollars as consistent with rules governing the State of Georgia. This does not include group conventions, meals, or entertainment where all participants have access to the same offering and is in no way reflective of individual solicitation or benefit.

For Federal Programs: Nominal gifts/benefits should not exceed \$25.00 as consistent with local policy and State law. Nominal items are items not significant enough to sway or influence internal action such as, but not limited to, pens, shirts, hats, bags, mugs etc.

PART III

RESPONSIBILITIES

Basic responsibilities involved in the purchasing process are as follows:

- A. The Board of Education shall:
 - a. Provide policy for the purchasing system.
 - b. Appropriate funds from which purchases are executed.
 - c. Approve or disapprove recommendations from FCSS Administration for purchases as detailed in Board Policy.
- B. The Superintendent shall:
 - a. Authorize Purchasing Procedures to ensure compliance with Board Policy and to ensure efficient expenditures in support of FCSS operations.
 - b. Delegate appropriate purchasing authority to the Director of Purchasing, through the Chief Financial Officer.
- C. The Chief Financial Officer shall:
 - a. Directly supervise the Director of Purchasing.
 - b. Provide direction to solving specific problems affecting purchasing.
- D. The Director of Purchasing shall:
 - a. Serve as the primary purchasing agent for the Board of Education and FCSS
 - b. Supervise the day-to-day activities of the Purchasing Department
 - c. Delegate purchasing authority, as compliant with Purchasing Procedures, to FCSS schools and departments.
 - d. Develop, and communicate, Purchasing Procedures to ensure efficient, legal, ethical, and sound expenditure of FCSS funds.
 - e. Promote efforts to assure all business enterprises have opportunity to participate in the purchasing activity of the FCSS.
 - f. Support all system-wide contracts by assisting with conflict resolution, extensions, amendments and any necessary contract management function.
- E. The Customers (FCSS departments and schools receiving support from Purchasing) shall:
 - a. Participate in the solicitation process by providing detailed product/service requirements and expectations.
 - b. Provide assistance during the evaluation and award phase by reviewing documents and approving recommended vendor(s).
 - c. Provide day-to-day contract management to include, but not limited to, purchase order entry, tracking, light conflict resolution, and timely completion of receiving documents to Accounts Payable.
 - d. Ensuring adherence to Purchasing Policy and procedure by delegated authority herein.

PART IV

PURCHASING AND AWARD METHODS

Competitive Solicitation Methods (Competition Thresholds)

Acquisition of all goods and services from budgeted funds shall be subject to the following limits with the exceptions as cited under ***“Special Purchasing Considerations”***. **These competitive thresholds apply to aggregate purchases per solicitation, and shall not be divided into smaller units in order to circumvent procedure**

- A. Purchases up to **\$5,000** may be made without multiple quotes. Purchaser should use their best judgment when making the purchase.
- B. Purchases from **\$5,001 to \$10,000** may be made at the school/department level provided two verbal quotes are obtained and documentation of award justification is maintained by purchaser (school/department) and available for periodic audit. (Phone, internet, fax)
- C. Purchases from **\$10,001 to \$50,000** may be made at the school/department level provided three written quotes are obtained and documentation of award justification is maintained by purchaser (school/department) and available for periodic audit. The Purchasing Department is available for assistance with quotations within this range or will provide a “Quote Boilerplate Template” that can be used which includes suggested terms and conditions appropriate for an award of this nature.
- D. Purchases greater than **\$50,001** requires a formal solicitation with a minimum of three responses. Purchasing department shall be available for administration of formal solicitation, to which it is recommended that end-user departments utilize Purchasing assistance. If the formal solicitation is not administered centrally, then the end-user is responsible for compliance with all procedural requirements regarding formal solicitations cited in this set of procedures, including but not limited to, documentation and award justification. Purchasing will offer Formal Bid/RFP boilerplates that can be used to protect the contractual interest of the school system.

Purchaser should make every attempt to solicit the minimum amount of responsive and responsible offers as stipulated. In the event the minimums cannot be secured, purchases may be made with written justification detailing the circumstances limiting competition

Note Regarding Purchasing with Federal Funds: Where applicable federal regulations or guidelines conflict with the competitive thresholds established in Part IV of this manual, the federal guidelines shall apply to financial matters involving federal funds.

SPECIAL PURCHASING CONSIDERATIONS

(Exceptions to Full and Open Competition and Processes Differing from Normal Protocol)

The following items, regardless of amount, shall be purchased upon approval by the designated District official.

- A. **Emergency-** The need for supplies or services is of such an unusual and compelling urgency that the failure to act would result in serious injury, financial or other to FCSS.
- B. **Academic Prerogative-** Products and services specific to achieving curriculum and academic standards as determined by District personnel including textbooks, reference materials, instructional media, teaching aides, testing materials and products, academic software, training, and curriculum based professional services. This includes the use of licensed health and educational professionals utilized in direct or indirect support of student services. In addition, the use of 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 Associate Superintendent of Teaching and Learning or his/her designee. No special authority is necessary to cite Academic Prerogative.

- C. Sole/Single Source-** When supplies or services are readily available from only one responsible source including, but not limited to the following situations:
- 1) Reasonable basis to conclude that the minimum needs can only be satisfied by one unique product and/or vendor.
 - 2) Existence of limited rights in data, patent, copyrights, or processes that make the product/service available from one source.
 - 3) Agreements for maintenance and/or support from original vendor
 - 4) ***Sole Source purchases must be submitted to and approved by Purchasing Department.*** Schools/departments must use the “*Sole/Single Source Justification*” form, available on the Purchasing webpage to submit for Sole/Single Source approval. The purchaser must submit the information required on this form to receive written approval for use of Sole/Single Source. Each Sole/Single Source approval will be assigned an approval number, which must be included on each Purchase Order requisition.
 - 5) See Section J below for Non-Competitive Proposal requirement related to Federal Funds
- D. Sole Brand-** When the Superintendent of designee has determined in accordance with a program for standardization or continuity that it is in the best interest of FCSS to limit purchases to specific makes and models of equipment and parts. Documentation of Sole Brand justification must be held in writing and subject to approval by designated district official. Sole Brand may be purchased through competitive solicitation, competitive negotiations, or other governmental contracts, whichever is in the best interest of FCSS.
- E. Other Governmental Sources-** Purchases may be made from other governmental sources including competitively bid governmental contracts, cooperative purchasing, and piggyback contract from other governmental sources.
- F. 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 subject matter expertise and availability on a particular topic at the discretion of the applicable Department Head. The Department Head is responsible for negotiation of fees and contract terms in compliance with governing State or Local law if applicable. For fees and terms not governed by State or Local law, the Department Head shall utilize industry standards, best practices, and prevalent market conditions in negotiating terms and fees. The Department Head is responsible for ensuring “best value” procurement of services and shall be responsible for documentation, contract management, and accountability of all activity under this particular designation. This clause is still subject to the all approval levels including the 100K threshold for Board Approval.
- G. Venues, Products, and Services for Student and Staff Activities-** The selection of venues, products 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 solicitation process. Venues, products, and services for staff activities including, but not limited to, meetings, speakers, luncheons, and hospitality events are excluded as well. Schools and departments are encouraged to create and follow contracts and procedures that adhere to FCSS approved accounting practices, insurance, value and responsibility.
- H. Charter Bus Services-** Charter bus services that are procured for off-site student events such as, but not limited to, field trips, athletics, music, academic, or other events and competition are excluded from the competitive solicitation process. With student safety being the primary concern, schools are authorized to make responsible decisions and shall adhere to FCSS approved accounting practices, insurance requirements, and best value.

I. Blanket Purchase Agreements- A blanket purchase agreement is a simplified method of filling anticipated repetitive needs for small quantities of supplies by establishing “charge accounts” with qualified sources of supplies. Under current structure, charge accounts are established as monthly blanket orders in Munis to which the vendor can charge purchases. The department entering into a blanket agreement should ensure competitive pricing and service levels. Blanket purchase agreements are designed to reduce administrative costs in accomplishing small purchases, but individual orders must still be compliant with established competitive thresholds.

J. Federal Funds requirements for Noncompetitive Proposals (2 CFR 200.320(f))

(Adopted from State Department of Education, September 2021)

- Explanation of the process for non-competitive proposals, including the 5 explanations for when sole sourcing is allowed (Limited use);
 - The aggregate dollar amount does not exceed the micro-purchase threshold
 - The item is available only from a single source
 - The public emergency for the requirement will not permit a delay resulting from publicizing competitive solicitation
 - The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to written requirements from non-federal entity
 - After soliciting a number of sources, competition is determined inadequate

K. Federal Funds Written Procurement Procedures

Regarding the expenditure of Federal Funds, the District shall develop and maintain written procurement procedures compliant with 2 CFR 200-31;200.322;200.324-328;200-327 Appendix II Sections (A)(B)

L. Federal Funds Written Method for Conducting Technical Evaluations of Competitive Proposals and Selecting Recipients

Regarding the expenditure of Federal Funds, the District shall develop and maintain written procedures compliant with 2 CFR 200.320(d); 200.318(d)(e)(f); 200.319

M. Board Exemptions- The following items, regardless of amount, shall be purchased within the best interest of FCSS and upon approval by the designated district official:

- 1) All texts and instructional materials that have been designated “State Adopted”
- 2) Electronic delivery of academic curriculum and educational materials deemed to best fit the goals and priorities of FCSS academic staff.
- 3) Utilities and Fuel
- 4) Works of art for public places
- 5) Real property, real estate brokerage, appraising, and other miscellaneous costs associated with the acquisition and management of real property.
- 6) Dues, memberships, board member fees, and subscriptions
- 7) Licensed health professionals
- 8) Legal Services
- 9) Training, travel lodging and/or meal expenses

PART V

REQUISITION, PURCHASE ORDERS, and APPROVAL

Requisition Entry

- A. All purchases must be submitted through the Financial System, Munis, in accordance with the procedures established by the Finance department.
- B. Effective January 1, 2009, all requisitions must include all relevant purchasing information, including but not limited to, solicitation information, special purchasing considerations, and Board Approval information, if applicable. Information requested should be submitted in the requisition under the Tab "Vendor Sourcing Notes."
 - a. **Solicitation Information**- Requisition must include a Quote/Bid/Proposal number to allow for prompt approval. It is not necessary to provide quotation information other than the solicitation number as prescribed above, as it is understood that the requisition entry is backed up by documentation justifying compliance with purchasing procedures. It is not necessary to provide this information for purchases under \$5,000, which can be made at the sole discretion of the purchaser.
 - b. **Special Purchasing Considerations**- If the Requisition is being entered through any method listed as Special Purchasing Consideration in this Procedure, then the requisition should state the mode of purchase (i.e. Emergency, Academic Prerogative, State Contract etc). Please note that it is now required to have Sole Source purchases approved through the Purchasing Department. The Sole Source Approval number must be included on the requisition in order to be approved.
 - c. **Board Approval**- If the purchase exceeds \$100,000; the requisition must either include the Board Approval date or list the Board Exemption as noted in these procedures.
- C. Upon approval, purchaser will be forwarded the Purchase Order. Purchaser is responsible for delivery, receipt, and acceptance of order.
- D. After ensuring proper receipt of order, the purchaser is responsible for ensuring that the proper documentation is delivered to Finance for payment. Finance will not assume receipt and thus will not pay. *Therefore, it is imperative that the individual responsible for the order and receipt of the product/service promptly forward all necessary documentation to Finance for payment.*

Approval Requirements

Purchase requisitions must be approved by the designated District official as follows:

<u>Dollar Value</u>	<u>Approval Required</u>
\$0-\$5,000	Principal/Head of Department
\$5,001-\$50,000	Principal/Head of Department and Director of Purchasing
\$50,001-\$99,999	Principal/Head of Department, Director of Purchasing and Superintendent
\$100,000 and Above	Board of Education

Note: All purchases from budgeted funds, acquired through "Special Purchasing Considerations" are subject to these approvals as stated, except Emergency purchases, which shall be reported at the next regularly scheduled meeting.

Note: Any change (or change order) to awarded contract that falls within these established limits must be approved by the respective approver.

Contracts

The Superintendent shall grant limited authority to School Principals and Department Heads to enter into contracts for the purchase of goods and services when:

- A. The funds are readily available and appropriated
- B. The contract does not exceed a term of 12 months unless in compliance with GA Code 20-2-506
- C. The pricing has been secured in compliance with the purchasing criteria in these procedures
- D. The contract does not contain an auto-renewal provision or a cancellation penalty
- E. Contracts up to \$ 50,000 may be signed by Department Head, Principle, Purchasing Director as applicable and if compliance with the regulations established herein. By signature, the person signing is stating authorization to do so and assumes responsibility for compliance, contract management and applicable resolution.
- F. Any contract exceeding \$ 100,000 should be reviewed by Director of Purchasing, Board Approved unless otherwise exempt, and signed by Superintendent.

PART VI

COMPETITIVE SOLICITATION PROCESSES

A) Requirements and Conditions

The following apply to all formal competitive solicitations methods unless expressly stated otherwise:

1. **Non-Restrictive Specifications and Procedures-** FCSS endeavors to use non-restrictive specifications whenever possible. Unless the solicitation specifically states otherwise, vendors are invited to inform the Director of Purchasing, or respective purchasing agency, whenever specifications appear not to be fair and open. FCSS will be the ultimate determinant of the validity of specifications and procedures.
2. **Advertisement of Solicitation-** FCSS is to give every vendor an equal opportunity to submit bids or proposals on FCSS purchasing requests. However, solicitation notices may be sent to only a portion of known vendors. Solicitations are also posted on the FCSS Purchasing Webpage and it is the responsibility of interested vendors to check the “Current Bids/RFP/Quotes” link for purchasing opportunities.
3. **Addendums or Cancellation of Solicitation Documents-** FCSS may revise a solicitation document by issuing a written addendum prior to its due date. It is the responsibility of the vendor to acknowledge any addendums when Bid/Proposal is submitted. FCSS may cancel solicitation document at any time prior to the award of the contract.
4. **Alternative Offers-** Alternates may be considered when submitted *in addition* to the goods/services being requested. When alternates reveal a better value than that which was requested, Purchasing reserves the right to make an award to the alternate bidder/offeror as long as it is responsive and meets the requirements in the solicitation document.
5. **Terms, Condition, and Instructions-** Unless otherwise specified in the solicitation document, all terms and conditions outlined in the procedure, as well as, conditions and instructions in the document itself are included and govern any awarded contract. Vendor may submit exceptions, but FCSS will not be bound unless agreed to in writing. In addition, any exceptions material in nature may result in the bid/offer being deemed non-responsive and removed from consideration.
6. **Freight Charges and Shipping Terms-** All offers received must be F.O.B Destination with all freight charges included in the purchase price, unless specified otherwise in the solicitation.
7. **Conditional Offers-** Offers containing a minimum order/quantity, packaging requirements, or volume commitments, unless called for in the solicitation document, will be treated as non-responsive and will not be considered for award. Pricing must be submitted as requested and without additional conditions.
8. **Prepayment-** Unless specified 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.
9. **Taxes-** FCSS is prohibited from paying or reimbursing a vendor for any taxes that may be lawfully imposed on the vendor.
10. **Corrections-** No erasure may be made on bids or proposals. Prior to a bid opening/proposal submission, errors may be stricken and corrections entered provided the person signing the solicitation initial the strike over or addition. No alterations or amendments are allowed after a bid opening or receipt of a proposal.
11. **Rejection of Responses-** FCSS 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 offers, or to waive any minor irregularity. FCSS therefore reserves the right to award a solicitation under the most beneficial terms for the school system.
12. **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 FCSS so desires.

- 13. Revision or Withdrawal of an Offer-** A bid/proposal may be revised or withdrawn by the bidder/offeror prior to the opening date and time. After the bid is opened or the proposal is closed, FCSS may, in its sole discretion permit withdrawal when its best interest would be served. Generally, withdrawal will only be allowed in cases where there has been an honest mistake not resulting from negligence with the mistake being clearly ascertainable. Offers cannot be withdrawn after the contract has been awarded.
- 14. Law-** Contracts awarded by the FCSS 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 solicitation or the enacted contract, the dispute will be settled in the State of Georgia and in accordance with Georgia law.
- 15. Authority-** The person signing the solicitation represents that such person is duly authorized to enter into this Contract on behalf of such party
- 16. Tie Bids-** In case of a tie bid, the award will be made as follows: 1) in county vendor 2) in state vendor 3) drawing lots in public forum.
- 17. Post Award Information-** Award information, including award letter and tab sheet will be posted on the Purchasing webpage under "Solicitation Results and Awards" In addition, vendors can schedule appointments to view all applicable records pertaining to the solicitation. Georgia Open Records law is available for any other information request.
- 18. Requirement of Good Faith-** All parties involved in the negotiations, performance, or administration of FCSS contracts must act in good faith. Each party must act with honesty and integrity and should not attempt to deceive or defraud another party.

B) Solicitation Process (Types and Instructions)

1. Request for Quotations (RFQ) (Informal Solicitation)

- a. Written Quotes are required when the aggregate purchase is between \$10,000 and \$49,999.99
- b. The department soliciting purchase is responsible for determining specs and creating a written Request for Quotation (RFQ). This document shall detail the requirements and expectations of the purchase along with basic terms and conditions protecting FCSS.
- c. The department soliciting purchase will attempt to obtain a minimum of three written, competitive quote responses.
- d. All documents related to solicitation, tabulation, and award determination must be maintained by the department soliciting the purchase and made available for auditors and public inspection if requested.

2. Formal Sealed Bidding-Invitations to Bids (ITB)

- a. Sealed Bids may be used to solicit offers for goods or services when price is the primary deciding factor for award.
- b. Formal Bids are required when the aggregate purchase is greater than \$50,000
- c. Formal Bids shall be publicly posted on FCSS web page and/or legal organ
- d. The end user department is responsible for securing proper funding and for the development of specifications and requirements necessary to obtain pricing from the market.
- e. If the Purchasing Department is utilized in the execution of Bid, it will be available to assist in the draft and final release of the formal solicitation. Purchasing will also administer all aspects of the solicitation including bid opening, evaluation, award, and contract management. (Purchasing will consult with end user/subject matter expert during the award phase to ensure proper determination of award.) If the formal solicitation is not administered centrally, then the end-user is responsible for compliance with all

procedural requirements regarding formal solicitations cited in this set of procedures, including but not limited to, documentation and award justification.

- f. When sealed bidding is required, the soliciting department will post publically on the FCSS website (Purchasing Webpage if solicited through the Purchasing Department) and notification will be sent to all or a portion of prospective vendors believed to be able to bid on the requested commodity or service.
- g. Sealed bid solicitations will designate a date and time bids will be publicly opened and read. Bids will not be received after the stated time and at no other location than that which has been stated in the Bid document.
- h. Sealed bid responses should be returned in a sealed, separate package, signed, and mailed/delivered to the address shown on the bid document. It is imperative that the vendor place the bid number and vendor name on the outside of the package since this is the means by which it is to be identified before opening. The FCSS will not be responsible for the receipt of bids not properly identified or delivered to the wrong address.
- i. 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 that time or other circumstances will not permit re-solicitation, a contract may be negotiated provided that each responsible bidder who submitted such a bid under the original solicitation is notified and given a reasonable opportunity to negotiate. In this event, the negotiated price shall be lower than the lowest rejected bid or any responsible bidder under the original solicitation.
- j. For all purchases accomplished by sealed bidding, the award will be made to the lowest responsive and responsible bidder meeting all terms, specifications and requirements. This is the bidder who submits the lowest price, whose bid meets the specifications, terms, conditions set forth in the Bid, and who is clearly capable of delivering the product or service specified. Therefore, the lowest responsive bidder will not always be the bidder who has submitted the lowest monetary bid. Award of bids will be made in the best interest of FCSS. An award letter will be issued to awarded vendor(s) and posted to the FCSS Purchasing website.
- k. Director of Purchasing is authorized to waive informalities, technicalities, irregularities, and administrative mistakes in bids.
- l. All documents related to solicitation, tabulation, and award determination must be maintained by the department soliciting the purchase and made available for auditors and public inspection if requested

3. Competitive Negotiations-Request for Proposal (RFP) or Invitation to Negotiate (ITN)

- a. A Request for Proposal may be used to solicit offers for goods or services when price is not the primary factor being considered for award or when FCSS determines that the use of competitive sealed bidding is not advantageous.
- b. RFP's are required when the aggregate purchase is greater than \$50,000
- c. RFP's shall be publicly posted on FCSS web page and/or legal organ.
- d. The end user department is responsible for securing proper funding and for the development of specifications and requirements necessary to obtain pricing from the market.
- e. If the Purchasing Department is utilized in the execution of Proposal, it will be available to assist in the draft and final release of the formal solicitation. Purchasing will also administer all aspects of the solicitation including bid opening, evaluation, award, and contract management. (Purchasing will consult with end user/subject matter expert during the award phase to ensure proper determination of award.) If the formal solicitation is not administered centrally, then the end-user is responsible for compliance with all

procedural requirements regarding formal solicitations cited in this set of procedures, including but not limited to, documentation and award justification.

- f. When a sealed proposal is required, the soliciting department will post publically on the FCSS website (Purchasing Webpage if solicited through the Purchasing Department) and will notification will be sent to all or a portion of prospective vendors believed to be able to bid on the requested commodity or service.
- g. Sealed proposals will designate all relevant evaluation information detailing vendor expectations, evaluation procedures, and award considerations. RFP's will not be opened publicly but will be assigned a closing date and time by which all offers must be received.
- h. Sealed proposals should be returned in a sealed, separate package, signed, and mailed/delivered to the address shown on the bid document. It is imperative that the vendor place the RFP number and vendor name on the outside of the package since this is the means by which it is to be identified before opening. The FCSS will not be responsible for the receipt of proposals not properly identified or delivered to the wrong address.
- i. When all offers 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 that time or other circumstances will not permit re-solicitation, a contract may be negotiated provided that each responsible bidder who submitted such a bid under the original solicitation is notified and given a reasonable opportunity to negotiate. In this event, the negotiated price shall be lower than the lowest rejected bid or any responsible bidder under the original solicitation.
- j. Director of Purchasing is authorized to waive informalities, technicalities, irregularities, and administrative mistakes in bids.
- k. An RFP award will be made to the responsive and responsible offeror whose proposal is determined to be in the best interest of the FCSS, taking into consideration price and the evaluation factors set forth in the RFP document.
- l. All documents related to solicitation, tabulation, and award determination must be maintained by the department soliciting the purchase and made available for auditors and public inspection if requested
- m. **Invitation to Negotiate-** FCSS may utilize an ITN when the nature of the service that we are seeking is such that the specification cannot be articulated in enough detail to effectively administer a RFP (Request for Proposal.)
 - 1. The soliciting department shall create and communicate objectives, instructions, and any requirements of the goods and/or services required.
 - 2. Evaluation and vendor selection must be documented to included selection criteria, names of evaluators, proof of competition, offer information, and analysis of final decision.
 - 3. Offerors are notified that the use of this solicitation may entail negotiations regarding products, services, terms and conditions, and price.
 - 4. FCSS reserves the right to reject any offers, and award to the company that provides the best value to FCSS as determined solely by FCSS.

D) Formal Procurement Methods for Federal Procurement Programs: (Not applicable for State/Local Purchasing): to include the delineation of the dollar range for sealed bids 2 CFH200.329(b) and proposals 200.320(c); 200.325(b)(c)

- 1. Used for purchases that exceed small purchase threshold (\$250,000 or lower if set by the LEA- see enclosed thresholds herein as applicable)
- 2. Procedures that include position(s) responsible for obtaining the price/rate quote and where the quotes are kept on file. ***Responsibility of FCS Federal Program Manager or designee***

3. Denote the position of the person who is responsible for ensuring technical evaluation are conducted in compliance either federal regulations. ***FCS Federal Program Manager or designee***
4. Process for sealed bids, describing how bids are advertised and the position responsible- ***Posted on FCS webpage and/or State webpage and administered by FCS Federal Program Manager.***
5. Process for solicitation to ensure technical specifications on proposed procurements are included 2 CFR 200.325(a). ***All documents submitted for solicitation are reviewed by FCS Federal Program Manager or designee.***

E) Formal Protest of an Award

Any responding bidder/offeror may protest the award of a competitive solicitation by submitting a protest in writing to Forsyth County School System, Director of Purchasing so long as the requirements set forth in this part are met for filing a protest. Director of Purchasing may delegate protest to the designated official if the solicitation was not awarded formally through the Purchasing Department.

1. Filing of Protest

- a. Any protest must be submitted in writing no later than ten (10) working days after the award of the solicitation.
- b. Any responding bidder/offeror may protest irregularities in the solicitation process, a violation of state and federal law, or a violation of FCSS purchasing procedures or terms and conditions of the solicitation in question.
- c. Protest Format- A protest must include, at a minimum the following:
 - a. The basis for the protest, including supporting evidence
 - b. The relief sought
 - c. Name, address, and contact information of the Protestor
 - d. It must be signed by a company officer authorized to sign contracts on behalf of the bidder/offeror.

2. Decision by FCSS

- a. The Director of Purchasing shall issue a decision in writing within ten (10) working days of the receipt of the protest stating the reason for the action taken.
- b. If the Protestor disagrees with the action taken, they may appeal within five (5) working days of the written decision to the Chief Financial Officer. The written appeal must contain facts detailing why the Protestor deems the action taken by the Director of Purchasing is unacceptable. The Chief Financial Officer shall issue a decision in writing within five (5) working days of the receipt of the appeal, stating his/her decision.
- c. The decision of the Chief Financial Officer shall be final.

PART VII

CONTRACT/PURCHASE PROVISIONS

Scope: The following provisions set forth the basic requirements of contracts and contract administration. These provisions shall be incorporated into all FCSS contracts unless specified otherwise. Vendors participating in the exchange of goods and services, and all purchases, are subject to the provisions herein.

- A. Delivery-** All deliveries of goods and services will be net prices, including all costs, and will be FOB Destination unless otherwise specified in the solicitation. FCSS reserves the right to cancel any order or any unfilled portion if shipment is not made as specified.
- B. Payment-** Authorization for payment will be made to Finance by the customer (end user department) who has acknowledged receipt of the goods or services when order has been delivered completely and in satisfactory condition.
- C. Contracts and Assignment-** A written Purchase Order or Notice of Award furnished to the successful solicitor results in a binding contract without further action to either party. Once awarded, contracts are not assignable in whole or in part without the express written consent of FCSS.
- D. Contract Options-** Some contracts contain optional clauses describing the conditions under which a contract may be renewed or amended. No contract may be renewed unless it contains such language and exercised by FCSS.
- E. Contract Extension-** FCSS may, at its discretion, extend a contract for such a period as may be necessary to ensure a continuous supply of the items or services listed in the contract.
- F. Back Orders-** If it is necessary for a vendor to back order any item, and if the contract allows for back orders, the vendor should notify the school or department placing the order and advise as to the expected delivery date. Excessive back orders and/or slow resolution to back orders may be deemed a breach of contract.
- G. Substitutions-** Vendor is not authorized to substitute any good or service, differing from the contract or purchase order, without prior approval from FCSS. The refusal of FCSS to accept a substitution does not relieve the vendor of the obligation to provide the item/service as specified in the contract. Violations of this provision may be deemed a breach of contract.
- H. Payment Withheld-** Payment for any item and/or service may be withheld by FCSS until all requirements of the contract or order have been complied with in full.
- I. Losses or Damage in Transit/Freight-** For all purchases designated FOB Destination, delivery of goods by a vendor to a common carrier does not constitute delivery to the FCSS, and the risk of loss will remain with the vendor until delivery is received by FCSS. Thus, the vendor shall make any claim for loss or damage incurred during the delivery. FCSS will note all damage incurred in transit and notify the vendor. Vendor is solely responsible for replacement of product damaged in transit.
 - 1. For accounting and budgeting reasons, FCSS is unable to prepay freight. Therefore, solicitations must be quoted FOB Destination, full freight allowed, unless otherwise noted by FCSS.
- J. Delivery Time-** It is incumbent upon the successful vendor to maintain or have available an inventory sufficient to ensure delivery in accordance with the contract. Failure to deliver in accordance with the contract could result in breach of contract.
- K. Receipt by FCSS-** Quantities, units and prices on all shipping document must match those on the purchase order.
- L. Inspection-** Delivery does not constitute acceptance. All supplies, materials and equipment delivered to FCSS shall be subject to inspection and/or testing. Items that do not meet

specification will be rejected. Failure to reject upon receipt does not relieve the vendor of its liability.

M. Additional Terms- The FCSS shall not be bound by any terms and conditions included in the vendor's offering (package, invoice, catalog, brochure, data sheet, etc) which attempt to impose any condition at variance with or in addition to the terms and conditions contained in any contract, purchase order, FCSS Purchasing Policy or FCSS Purchasing Procedures stated herein.

N. Term Contracts- Contract entered into by FCSS and vendor shall be binding for the term as specified in the agreement, pursuant to all applicable contract clauses. Under Georgia Code, no contract can exceed twelve (12) months in length without compliance with O.C.G.A 20-2-506.

O. Insurance- All vendors providing a goods and/or services must carry, at a minimum, the following levels of insurance unless otherwise stated. Vendor must produce proof of insurance as requested, but failure by FCSS to request proof of insurance does not absolve the vendor's insurance responsibility.

1. **Workers Compensation Insurance:** In accordance with Georgia Code.

2. **Commercial General Liability:** Including but not limited to bodily injury, property damage, contractual and personal injury with limits of not less than \$100,000 combined single limit per occurrence, \$500,000 per project aggregate covering all work performed under this contract.

3. **Automobile liability:** Bodily injury and property damage including all vehicles owned, leased, hired and non-owned with limits of not less than \$1,000,000 combined single limit covering all work performed under the contract. The successful bidder shall be required to list the Board as additionally insured.

4. The Board, its officers and/or officials, employees and volunteers shall be named as insured under awarded Vendor's insurance policy for the duration of this contract.

P. FCSS reserves the right to review and accept or deny requests for price changes due to extenuating circumstances in the economy, marketplace or acts of God. This option will only be exercised if it is deemed in the best interest of the FCSS.

Q. Indemnification- The Successful Vendor shall be liable for any injury, damage or loss occasioned by negligence of the successful Vendor, its agents, or any other person the successful Vendor has designated to visit FCSS property and shall indemnify and hold harmless the Board, its officers, employees, agents, and volunteers from any liability arising in the performance of this contract. Vendor's obligation under this section shall not extend to any liability caused by the sole negligence of the FCSS, or its employees

PART VIII

VENDOR and EXTERNAL RELATIONS

- A. Sales Calls-** It is recommended that all vendors schedule an appointment in advance before making a sales visit to FCSS schools or departments. All visitors to FCSS schools will be required to check in at the front desk and register with the Safety Check ID system.
- B. Safety Check ID System-** All vendors performing work on FCSS property will be required to register with the FCSS Safety Check ID system. Please contact Safety and Security if you are not registered. All contractors and/or vendors found on FCSS property without the FCSS issued badge will be asked to leave.
- C. Vendor Performance-** In the event FCSS determines that a contracted vendor's performance has not been in accordance with its contract, FCSS will send written notification to the vendor explaining the remedy sought and may require the submission of a written plan of corrective action. If the performance is not corrected to the satisfaction of FCSS within the prescribed time, the contract may be terminated without penalty. In addition, FCSS reserves the right to terminate without warning, and without penalty, in the event of a material and/or critical breach.
- D. Suspension and Debarment-** FCSS reserves the right to Suspend and/or Debar any vendor found negligent of contractual breach from future business opportunities. The type of disqualification will be dependent upon the severity of breach. Suspensions may range from 6 months to three years, while debarments will be indefinite. Any suspension or debarment shall be issued to the vendor in writing to include an explanation of the breach and the length of the disqualification. Vendors are permitted to appeal disqualification within five (5) working days of notice. Appeals will be reviewed by the Chief Financial Officer and responded to within ten (10) working days. The decision of the CFO will be final.
- E. Donations-** The Superintendent or a designee is authorized to accept or reject donations to the school system from any source, including booster clubs.
In accepting any donations of items or services to the athletic programs of the school system, the Superintendent or designee shall establish a valuation of the donation and may request from the donor a valuation or an accounting of actual costs incurred regarding the donation. The Superintendent also may set a valuation for donations to other programs as appropriate or require for accounting purposes.
If donations are approved, the receiving school or donor is responsible for transportation, installation, storage, and disposal. The school system will not be responsible for transportation, installation, storage or disposal
- F. Solicitation Information-** All solicitations administered centrally through the Purchasing Department will be posted on the FCSS Purchasing Webpage. This includes invitations to bid/quote/propose; as well as, award information such as award letters and tab sheet results. Vendors are encouraged to check periodically for any purchasing opportunities and to review past results.
- G. Public Access to Purchasing Information-** Interested persons shall have access to information regarding Purchasing transactions in accordance with the Georgia Open Records Act. Requests for inspection of records must be in writing, must be reasonable, must contain sufficient information to facilitate retrieval, and must not interfere with the orderly operation of the Purchasing department. There will be a charge assessed to any persons requesting copies of records. Records may be inspected on site and by appointment only.