

General Appointments and Authorities

The Board of Education through its agent, the Purchasing Agent or its designee, shall purchase or contract to purchase supplies, materials, equipment and services and lease equipment or services. The Board of Education or its designee shall enter into purchase agreements or contracts for building construction and capital projects. All purchases shall be in accordance with the policies of the Columbia County Board of Education, the State Board of Education, and in compliance with the laws of the State of Georgia.

The Purchasing Agent, its authorized designee, or the Controller, after taking the proper steps as outlined below, shall have the authority to purchase or contract to purchase supplies, materials, equipment, services and to lease equipment. All such purchases and/or contracts shall be awarded contingent upon an appropriation having been made and the availability of funds.

Purchases of all equipment, materials, supplies, services, rents and leases shall be based on sound business practices. Written or Electronic Bids, Request for Proposals, Approved Vendor Status, Oral Phone Quotes, State of Georgia Contracts, General Services Administration Contracts and applicable bids by local County Government Agencies (county governments & school districts) shall be used when appropriate to purchase goods and services.

Purchasing Agent Responsibilities

The Board of Education authorizes the office of Purchasing Agent or its designees to conduct the following functions.

- 1. Establish and maintain an up to date list of qualified vendors.**
- 2. Secure bids, requests for proposal, requests for information, and price quotes in accordance with this Policy DJED and Procedure DJED.**
- 3. Secure samples of items to be purchased when required.**
- 4. Determine or assist in determining specifications for items to be bid or price quoted along with maintaining a file for specifications on bid items.**
- 5. Ensure delivery dates are complied with.**
- 6. Check vendor references when deemed necessary.**
- 7. Maintain an annual bid calendar that provides time lines for annual bid items and is kept up-to-date on the purchasing web site.**
- 8. Approve all purchases between \$5,000 and \$10,000 and sealed bids between \$10,000 and \$100,000 for single or bulk purchases.**

9. **Negotiate and establish beneficial vendor relationships for the entire school system.**
10. **Review all purchase orders, purchasing card payments, and request for payments before processing in accounts payable.**
11. **Establish and maintain purchasing procedures for the school district.**
12. **Establish and maintain electronic purchasing workflow controls and approval designations.**
13. **Establish and maintain acceptable standards and business practices for vendors wishing to conduct business with the school system.**
14. **Represent the school system and Board of Education with high ethical standards as prescribed in the Ethics and Personal Gain section of this policy.**

Contract Relationships, Business Partnerships, Product or Service Category Contracts and Approved Vendor Status

1. Explanation

- a. **The Purchasing Agent is charged with identifying products, services or materials or individual suppliers that the school system (in its entirety) makes individual purchases which when aggregated result in expenditures of a significant level.**
- b. **Based upon the identifications made by the Purchasing Agent, efforts are made to secure favorable terms, prices, services and conditions related to the purchase of these services, products or materials.**
- c. **Efforts may consist of one or a combination of the following methods: formal sealed bid, informal solicitations, negotiations, etc.**
- d. **Based on its efforts, the Purchasing Agent shall establish a relationship with a vendor with approval from the Controller. This relationship may be referred to as any of the following depending upon the specifics of the relationship: Contract Relationship, Business Partner Relationship, Product or Service Category Contract Relationship or Approved Vendor.**
- e. **In general, established relationships may not extend past 12 months in length or from one fiscal year to the next unless it is clear that a longer engagement will significantly benefit the school system.**
- f. **The Purchasing Agent shall provide to the entire school system a notice introducing the relationship, the specifics of the relationship and the products, services, materials, terms, pricing, conditions, service levels, length of time, etc. covered by the relationship.**
- g. **The Purchasing Agent shall maintain a listing of these relationships and a general overview of each that is available to all purchasers within the school system.**

2. Requirements

- a. In the best interest of the school system, all purchasers are required to use the relationships established by the Purchasing Agent.**
- b. Use of these established vendor relationships insures the best possible overall benefit for the entire school district.**

3. Exceptions

- a. Purchasers may utilize non-relationship vendors when obtaining goods or services not covered by an existing relationship or when a purchase from an existing relationship is clearly not in the best interest of the purchaser's functional requirements.**

Purchasing Limits and Approval Designations

The following applies to the entire school system whether centralized (district administrative functions) or decentralized (local school functions) purchasing.

1. Purchasing Limits & Required Approval

- a. Purchases up to \$5,000**
Each purchaser is authorized to make purchases for the district or local schools on items up to \$5,000 per purchase (whether in aggregate or for a single item). The purchaser shall be the sole approver for transactions within these limits.
- b. Purchases from \$5,000 to \$10,000**
Each purchaser shall submit to the Purchasing Agent for approval any requisition for the district or local schools on items from \$5,000 to \$10,000 per purchase (whether in aggregate or for a single item). The purchaser shall also attach with this request a completed Purchase Justification Form that details the reasoning behind the purchase and the selection of the vendor. The Purchasing Agent shall be the sole approver for transactions within these limits and will make approval determinations based upon industry expertise, product knowledge, obtaining other vendor quotations, past experience or reputation of a vendor.

c. Purchases from \$10,000 to \$100,000

Each purchaser shall submit to the Purchasing Agent a completed specification form on the product(s) or service(s) desired for purchase that are estimated to exceed \$10,000 (whether in aggregate or for a single item). The Purchasing Agent will obtain the requested product(s), service(s) or material(s) through the formal sealed bid process specified below. The purchaser shall use the specification form(s) designated by the Purchasing Agent and complete the form(s) according to the instructions supplied by the Purchasing Agent. The Purchasing Agent shall be the sole approver of purchases up to \$100,000.

d. Purchases Exceeding \$100,000

Each purchaser shall submit to the Purchasing Agent a completed specification form on the product(s) or service(s) desired for purchase that are estimated to exceed \$100,000 (whether in aggregate or for a single item). The Purchasing Agent will obtain the requested product(s), service(s) or material(s) through the formal sealed bid process specified below. The purchaser shall use the specification form(s) designated by the Purchasing Agent and complete the form(s) according to the instructions supplied by the Purchasing Agent. Purchases exceeding \$100,000 shall require the approval of the Purchasing Agent, Controller and Board of Education.

2. Electronic Purchasing

The school district will employ the most economical means by which to conduct purchasing functions including e-procurement or electronic purchasing and approval workflows. It is the responsibility of the Business Department to establish and maintain electronic purchasing and workflow procedures.

Bidding

1. Capital Projects

Formal sealed bids as specified in this policy shall be received on capital improvement projects as required by the State Board of Education regulations. All capital improvement project bids will be approved by and contracted through the Board of Education.

2. Purchases Not Requiring Sealed Bids

The following items, regardless of amount, shall be purchased upon approval by the Purchasing Agent or its designee. When it is deemed to be in the best

interest of the school district, Business Partnerships shall be recognized for services and products.

- a. Textbooks, films, slides, video tapes, newspapers, library books, reference materials, subscriptions, computer software programs or other instructional media from publisher, distributor or agent.
- b. Tests and text scoring services of a standardized examination from the publisher or licensed agent.
- c. Agreements for maintenance service from the original vendor or authorized agent of the installed equipment or products.
- d. Items from an existing contract or bid from another local, state, or federal governmental agency.
- e. Membership in various educational or related organizations, agencies or services providing direct benefits to the System.
- f. At times it may be in the best interest of the school system to recommend to the Board of Education the purchase of a particular product or service. In these instances the school district shall engage in a business partnership relationship.
- g. Any emergency purchases between \$10,000 and \$100,000 require the singular approval of the Superintendent.
- h. Any emergency purchases estimated to exceed \$100,000 shall require the joint approval of the Superintendent and the Board of Education.

3. Bid Specifications

Each department or school requesting product or services will complete a specification form that will include such things as packaging, delivery, substitutes, etc.

- a. The purchasing agent reserves the right to make provisions or modifications to the product, service or materials specifications for any reason. These reasons may include purchasing consistency, industry expertise, and Board of Education requirements.
- b. All sealed bids will allow for a minimum response time of 10 business days.

4. Bid List

The Purchasing Agent is responsible for maintaining a list of qualified bidders.

- a. Any one or a combination of the following methods may establish the bid list: public advertisement, e-commerce notification services, e-mail notification, web page applications, phone calls, referrals, etc.

b. Any company making a request to be on the bid list shall be included on the bid list unless previously removed from the list as outlined below. All bidders will be required to agree to the Columbia County Board of Education General conditions when bidding.

c. Removal from the Bid List

The Purchasing Agent has the discretion to remove any vendor from the bid list for a period of not less than one year based on the following conditions:

- i. Non-compliance with bid specifications and general conditions.**
- ii. General lack of performance from a previous bid award.**
- iii. Failure to make timely delivery from a previous bid award.**
- iv. Common knowledge of continual protest of bid awards with this school district or other agencies.**
- v. Failure to participate on a regular basis.**
- vi. A vendor requesting to be put back on the vendor list must make a written request to the Purchasing Agent. It will be up to the discretion of the Purchasing Agent whether to return them to the list.**

5. Electronic Bidding

The school district shall utilize the most economical means of conducting solicitation distribution, bid delivery, bid evaluation, bid retention, public awareness, data maintenance/warehousing. This is best achieved through electronic on-line bidding. The school district shall employ this method of bidding whenever possible.

6. Bid Requirements

a. Formal Sealed Bids Under \$100,000

The school system shall require as standard from vendors participating in the bid process for goods, services or materials estimated to be under \$100,000 the following:

- i. Electronic or Paper Signature Attesting to Acceptance of the General Conditions**
- ii. Completed Bid Parameter Worksheet**
- iii. Bid Debarment Form for Federal Programs**
- iv. Business License Number**
- v. Official, Corporate or Trade Business Name**
- vi. Federal Identification Number**
- vii. Three (3) Customer References (required from newly awarded vendors)**

b. Formal Sealed Bids Over \$100,000

The school system shall require as standard from vendors participating in the bid process for goods, services or materials estimated to exceed \$100,000 the following:

- i. **Electronic or Paper Signature Attesting to Acceptance of the General Conditions**
- ii. **Bid Debarment Form for Federal Programs**
- iii. **Completed Bid Parameter Worksheet**
- iv. **Business License Number**
- v. **Official, Corporate or Trade Business Name**
- vi. **Federal Identification Number**
- vii. **Three (3) Customer References**
- viii. **Two most recent fiscal year-end Balance Sheets and Income Statements**
- ix. **Letter of Reference from Affiliated Financial Institution**

7. Proprietary Information

The school system shall protect bidders' confidential information contained within their bids from other competing organizations. Bidders shall be allowed to mark confidential information within their bid as "Proprietary" to denote to the Purchasing Agent which information cannot be made public.

a. Examples of Items which Can Be Marked as "Proprietary"

- i. **Financial Statements**
- ii. **Banking Information**
- iii. **Materials, Goods, Manufacturing, or Source Information**
- iv. **Trade Secrets**
- v. **Employee Information, Names, Contact Information, Resumes, etc.**

b. Examples of Items which Cannot Be Marked as "Proprietary"

- i. **Price Submitted**
- ii. **The Entire Bid**
- iii. **Basic Company Information**
- iv. **Customer References**

8. Selection Criteria

Selection criteria shall be based on one or a combination of the following: service, location, price, past experience, adherence to specifications, company reputation, value, etc.

- a. **The Purchasing Agent will review all criteria with the bid requestor and shall base the decision on these criteria.**

- b. The Purchasing Agent may at his discretion use electronic or traditional weighted parameters to assist in evaluation of bid criteria and responses.**
- c. Vendors must participate in bids as outlined in the general conditions and agree to these conditions or they will be disqualified from the bid.**
- d. The Purchasing Agent has the discretion to award bids in their entirety or by individual products, services or materials.**

9. Awarding of the Bid

- a. Successful and unsuccessful bidders shall receive notification of the bid award.**
- b. Bid information becomes available to all interested parties once the bid has been opened and all items marked proprietary will not become public information.**

10. Bid Protests

- a. Vendors wishing to protest the award of a bid by the school system shall be required to lodge the protest in writing and submit to the Purchasing Agent.**
- b. The Purchasing Agent shall not discuss the protest with the vendor.**
- c. A written acknowledgement shall be submitted to vendor.**
- d. The findings and a response shall be formulated and approved by the Purchasing Agent, Controller and Superintendent.**
- e. A written response, findings and actions (if any) shall be returned to the vendor within seven (7) business days.**
- f. A copy of such will be provided to the Board of Education.**

Vendor Relations

- 1. Any school system purchaser experiencing problems or difficulties with a vendor related to product delivery, product quality, delivery times, services, accounting, etc. shall contact the vendor and attempt to resolve the problem(s).**
- 2. Should problem(s) continue with the vendor, the purchaser should submit in writing to the vendor a formal complaint. A copy of this shall be sent to the Purchasing Agent.**
- 3. If the vendor has not corrected the problem within a reasonable amount of time, the purchaser shall cease purchasing from that vendor and refer the matter to the Purchasing Agent.**
- 4. The Purchasing Agent shall advise the purchaser as to which other vendor may be utilized until such a time as the problems with the original vendor have been resolved.**

Purchasing Card

- 1. Schools and departments are only permitted to use Purchasing Cards issued by the school system’s Business Department.**
- 2. The principal or department head shall sign for the Purchasing Card and maintain it responsibly.**
- 3. All Purchasing Card users are required to become familiar with and adhere to the Purchasing Card procedures contained within the Columbia County School District’s Purchasing Procedure User Guide.**
- 4. The school system Business Department reserves the right to revoke any department or school’s Purchasing Card privileges if they fail to comply with these procedures.**

Travel and Entertainment

All of the school system employees must follow the Georgia Department of Education travel guidelines. These guidelines are published on the cboe.net web site under the Business Department.

Gifts, Rebates, Personal Gain, Ethics

School District employees and Purchasing Agent office or its designee(s) shall abide by Policy GAJB “Gifts to Employees”. Additionally, the School District requires the following:

- 1. School District employees are expressly prohibited from soliciting or accepting directly or indirectly from any present or potential suppliers (person, company, firm or corporation,) any rebate, gift, money, loan, entertainment, favors, services or anything of value whatsoever, that might influence, or appear to influence, purchasing decisions.**
- 2. School District employees are expressly prohibited from soliciting from any present or potential supplier (person, company, firm or corporation) the right/privilege to purchase goods or services for personal use at prices offered the School District through bids, and or phone quotes.**
- 3. Purchasing Agent or its designee(s) will refrain from any private business or professional activity that would create a conflict between personal interests and interests of the School District.**
- 4. Purchasing Agent or its designee(s) will avoid the intent and appearance of unethical or compromising practice in relationships, actions, and communications with present or potential suppliers.**

Contract Services

Any long-term services provided by a vendor must provide the following information below. Short-term contracts with professional consultants will be exempt.

- 1. Proof of general liability insurance – minimum \$500,000**
- 2. Proof of worker’s compensation insurance**

Contractor is required to provide a certificate of insurance satisfactory to the Board of Education for Worker’s compensation benefits or evidence that the contractor is a qualified self-insurer for worker’s compensation or is otherwise EXEMPT from worker’s compensation liability under state law. To be satisfactory to the Board of Education, insurance must be written by a company licensed and in good standing with the Georgia Insurance Department and must include minimum limits for part 2-employers liability of \$100,000/\$500,000/\$100,000.

- 1. This information must be provided to the business department before payment can be made.**
- 2. The attached contract must be completed for all contracted services. This contract must be attached to the purchase order or request for payment along with the required insurance information.**

Records Retention

The state of Georgia requires bid forms, quote forms, specifications, bid summary sheets, and bid award letters to be kept by the school system for not less than five (5) years.

**ADOPTED: 03/28/95
REVISED: 08/07/00**

Columbia County Board of Education

U. S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion - Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510. Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.**

- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal**

Organization Name
Project Name

Name(s) and Titles(s) of Authorized Representative(s)

Signature(s)

Date

GENERAL CONTRACT FOR SERVICES

This contract for Services is between _____, and the Columbia County School System.

1. **DESCRIPTION OF SERVICES** _____ will provide to Columbia County School System the following services:

2. **DATES OF SERVICE** The services/contract will begin on _____ and end no later than _____.

3. **PAYMENT FOR SERVICES** The agreed price for the above stated services is _____ per _____ or a total of _____.

SERVICES WILL BE PAYABLE AS FOLLOWS:

4. **LICENSE, INSURANCE AND WORKERS' COMPENSATION** A copy of your Business License, Certificate of Liability Insurance and Workers' Compensation must be on file in our office before work begins (when applicable).

5. **CONFIDENTIALITY** _____, and its employees, agents, or representatives will not at any time or in any manner either directly or indirectly, use for personal benefit of _____, or divulge, disclose or communicate in any manner, any information that is proprietary to the Columbia County School System. _____ and it's employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of the Contract. Upon termination of this Contract, _____ will return to Columbia County School System all records, notes documentation and other items that were used, created or controlled by _____ during the term of this Contract.

6. **INDEMNIFICATION** _____ to indemnify and hold harmless The Columbia County School System, its Board of Education, corporately and individually, its employees, agents, or assigns, and any and all costs, including attorney fee costs, and/or judgments that may be asserted against the Columbia County School System that result from the acts or omissions of _____ and/or employees, agents, or representatives.

7. **WARRANTY** _____
the date of acceptance by the Columbia County School System the contractor shall provide not less than a one-year warranty on all parts, material and workmanship under the scope of the original contract.

8. **REMEDIES** In addition to any and all other rights a party may have available according to law. If a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall have ____ days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

9. **ENTIRE AGREEMENT** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

10. **SERVERABILITY** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable, then such provision will be deemed to be written, construed, and enforced as to limited.

11. **AMENDMENT** This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

12. **GOVERNING LAW** This Contract shall be construed in accordance with the laws of the State of Georgia.

13. **NOTICE** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

14. **ASSIGNMENT** Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

Service Recipient:

Service Provider:

Columbia County Board of Education

By: _____

By: _____

Date: _____

Date: _____