



Procurement Reference Manual
Revised June 2023

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BUDGET AND FINANCE STAFF LOCATION

Please use the following information in determining which office should be contacted in relation to various situations:

ACCOUNTING NUMBERS AND QUESTIONS	Staff Accountants
SCHOOL ALLOCATIONS	Staff Accountants
CAPITAL ASSETS	Staff Accountants
ESM SOLUTIONS	Purchasing
FORMAL BID PROCESS	Business Office
INVOICES	Accounts Payable
PURCHASE ORDER PROCESSING	Purchasing
RENTAL CAR INFORMATION	Accounts Payable
BILL PAYMENTS	Accounts Payable
COMPUTERS AND SOFTWARE	Information Technology
CUSTODIAL REQUISITIONS FOR OUTSIDE VENDORS.....	Maintenance
EMPLOYEE REIMBURSEMENT	Accounts Payable
POSTAGE	Business Office
REPAIRS	Maintenance
SUBSCRIPTIONS.....	Purchasing
STUDENT ACTIVITY FUNDS PURCHASING	Student Activity Accountant
TRAVEL POLICY	Accounts Payable

PREFACE

This Procurement Reference Manual for the Richmond County Board of Education has been developed to give administration and office staff members a complete and detailed guide of purchasing policies and procedures. By following these instructions, we can ensure a uniform application of policies and procedures will be carried out in our schools and departments. It is extremely important that the business of our school system be conducted in the fairest most competitive and unbiased method as possible.

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

MISSION

Building a world-class school system through education and innovation.

VISION

The Richmond County School System will create a world-class, globally competitive school system where all students will graduate and are college/career ready.

INTRODUCTION

Procurement of materials, equipment, supplies, and services is an important function of the Richmond County Board of Education's organization. The Budget and Finance Office provides a support service to all schools and departments. For any procurement office to be truly effective there must be full cooperation between schools, departments, and the procurement office.

The Budget and Finance Office, Procurement Office provides a centralized and uniform system for the acquisition of goods and services. The office ensures that all goods and services are of appropriate quality and value and are acquired in a timely and cost-effective manner. This office serves and supports the procurement of materials, equipment, supplies and service providers while maintaining compliance with applicable laws and board policies.

The goal of this manual is to provide clarity on the current procedures that are aligned with and support the vision and educational goals of the Richmond County School System.

OBJECTIVES

1. To encourage competitive purchasing.
2. To discourage any activity contrary to competitive purchasing.
3. To establish and build good relations with suppliers and user departments.
4. To develop and maintain an adequate supply of materials, supplies, and services to meet the needs of our school system.
5. To purchase the highest quality supplies, materials, equipment, and contractual services at competitive prices.
6. To give due consideration to ethical and quality standards.
7. To develop and maintain an effective Capital Asset process according to the State Mandate.
8. To maintain an electronic procurement system allowing our organization to streamline and effectively manage our internal purchasing process.
9. To oversee contracts that are applicable to the Purchasing and Accounts Payable office.
10. To make the procurement system as consistent as possible.

PURCHASING AUTHORITY

All Purchasing Offices personnel and other school and offices personnel involved in procurement are responsible for understanding and complying with these policies and procedures. The Procurement Office has the authority and responsibility to purchase only authorized supplies and services. Purchases shall be requested by the local schools or offices and be approved by the Procurement Office under the authority granted to the Procurement Manager. The Procurement Office shall not approve the purchase of goods or services without a properly executed and approved document with approved funds.

STANDARD PURCHASING GUIDELINES

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

Authority to obligate Board funds to an agency outside the school system is vested solely in the Superintendent who shall use the Procurement Manager as the Purchasing Agent and Primary Procurement Agent for the Richmond County School System.

The Procurement Manager, under the direction of the Director of Budget and Finance, shall have the authority to purchase materials, supplies, equipment, construction and other services.

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

PURCHASING AND ACCOUNTS PAYABLE DEADLINE

Purchasing cutoffs are determined each fiscal year and communicated by the Procurement Office through various means, including trainings, email communication, and school allocation budgets. These cutoff deadlines are intended for all purchasing of the School System and for all funding sources. The purpose of the cutoff periods is to ensure that expenditures are made for the intended fiscal/school year and that funds of that fiscal/school year may benefit the students of that year. In addition, these cutoffs provide reasonable time for receipt of purchased items, invoices, and payment of invoices, while also being mindful of the School System's vendor credit limits.

In order for a purchase to be considered an expense of the fiscal year, it must be received prior to June 30 of the fiscal year.

PURCHASING AND ACCOUNTS PAYABLE DEADLINE - continued

In order for a purchase to be considered an expense of the existing fiscal year it must be received prior to June 30 of that fiscal year.

All Invoices of the prior fiscal year must be received by Accounts Payable by July 31 to be paid and expensed to the prior year.

UNAUTHORIZED PURCHASES

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 RCSS to pay for goods or services.

Unauthorized Purchases

An unauthorized purchase has 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.

EXAMPLE: Orders called in to the vendor without ESM approval

RCBOE personnel who contact vendors directly and initiate the purchase of goods and services are in direct violation of RCBOE policy.

"All RCBOE purchases for supplies, materials, equipment or leasing of equipment, other services or for work to be done (construction and /or repair) shall be channeled through the school system purchasing office through the current RCBOE procurement system (ESM). All purchases made not in accordance with the above prescribed channel and/or procedures shall remain the personal liability of the individual(s) who initiate the purchase agreement with the vendor.

To prevent personal liability for illegal purchases, all RCBOE personnel and school system representatives must follow prescribed purchasing procedures. We realize however, there are emergency or urgent requirements. If such an emergency or urgent need arises, please contact or email the Purchasing Office.

ENVIRONMENTAL PROCUREMENT

Richmond County School System is committed to environmental stewardship and encourages the use of recycled materials and environmentally preferable products and services when they perform satisfactorily and are available at reasonably competitive pricing. Surplus items are disposed of in a responsible manner in compliance with applicable EPA regulations.

Consideration of the following Best Practices is encouraged for all purchases:

1. Waste prevention by recycling, reducing single use products and containers.
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.
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 including single stream waste recycling and responsible disposal of surplus electronics and equipment in accordance with current EPA regulations

SALES AND USE TAXES

Generally, purchases made on behalf of the School System are exempt from Georgia Sales and Use Taxes. Please deduct these sales taxes from invoices before submitting them to the Accounting Office. Vendors may require the School System's exemption certificate which can be obtained on the RCBOE website and the Accounting/Procurement Office.

PURCHASING AND CONTRACTS

The Procurement office processes purchase requests for the Richmond County School System. This office is responsible for ensuring purchasing policies and procedures that are followed and that requests are completed in a timely and efficient manner. This office maintains contracts for check recovery, garbage services, postage meter equipment, fuel management, and copier services. Additionally, this office has the responsibility of maintaining the Capital Asset inventory, to include identifying and tagging items.

A. COMPETITIVE SOLICITATION METHODS

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

1. Purchases by Schools and offices less than \$5000 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 by Schools in excess of \$5000 must obtain 2 additional quotes and be made by contacting the Purchasing Office to ensure the purchase follows the procurement manual.
3. Purchases by offices from \$5,000 to \$50,000 and not already on an existing contract must obtain two additional price quotes and are maintained at the office, reviewed/ approved by the office head and available for periodic audit. Policy requires that Purchaser award the sale to the vendor who has the lowest quote.
4. Purchases of \$50,000 or more and not already on an existing contract require a sealed RFQ or RFP process. The office must work with the Business Office to verify specs and schedule the date of the Bid Opening and Board Approval. The Business Office will issue the RFQ/RFP. The solicitation will be advertised in the local newspaper, the RCBOE website, and the state Procurement website.

B. EXCEPTIONS TO FULL AND OPEN COMPETITION

Procurement Office recognizes that there are circumstances where full and open competition is not in the System's best interest. If the requesting school or department is utilizing grant funds or other special funds, it is their responsibility to verify that the funds do not require a competitive solicitation prior to citing one of the exceptions. The following situations can necessitate exceptions to full and open competition through competitive solicitation:

1. ***Sole/Single Source Purchase*** - An exception to the Open Market Purchasing rules for both schools and offices is the "sole-source" procurement. A "sole-source" supplier is when the only one vendor has the ability to furnish a certain product or service. Such cases are where a product is available from only one prime source, and not merchandised through wholesalers, retailers, or other intermediaries, the Purchasing office will review sole source rationale to prevent policy violations.

A Sole Source letter must accompany Sole source purchase request(s). Consider the following criteria prior to submitting a Sole source purchase request.

- Only one supplier possesses the patents or exclusive rights to manufacture or to furnish the item or service.
- 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 it is in the best interest of RCSS to limit purchases to specified products/services.
- Only one supplier can satisfy the technical requirements of this purchase.
- Only one supplier can furnish the services because of the supplier's previous Richmond County School System experience and having an alternative source would result in excessive cost to the Richmond County School System.
- When purchasing utility services (gas, electric power, etc.), circumstances may dictate that only one vendor can furnish the service.
- **All items on the requisition must be sole source.**

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 RCSS. The Purchasing Manager shall approve use of this exception, upon recommendation by the division administrator of the user offices. It is the requestor's responsibility to gain the appropriate approval.

3. **State of Georgia Contract Purchasing**

The Richmond County Board of Education is a political subdivision of the State of Georgia. Therefore, the Richmond County School System can make purchases from the contracts that the State has negotiated. The Richmond County School System can purchase through these contracts by issuing a purchase order directly to the authorized vendor. These contracts include, but are not limited to: vehicles, tires, equipment, computer equipment, tools, and communication equipment. Since these items have been formally bid by the State of Georgia, competitive quotes on a requisition are not required. A model number, the state contract price, and the state contract number must appear on the requisition and the purchase order. State Contract items and non-state contract items cannot be on the same requisition. State Contract items must be listed on a separate requisition.

For a Complete Alphabetical Listing by Class of Item visit <http://doas.ga.gov>

Frequently Used State Contracts

STAPLES	99999-SPD0000167-0001
CDW	SPD-0000048018
DELL (Anti-Virus)	SPD-T20120702-0002
APPLE	SPD-T20151001-001
SOUTHERN COMPUTER WAREHOUSE	SPD-000021-0005
BUSES	RFQ #14-682 (RENEWED)
HORIZON	*For student activities see Transportation Website
LEWIS	

4. **Academic Prerogative** – Academic Prerogative can be cited when contracted services or academic materials, such as books, posters, displays, games or art materials are needed for compatibility/continuity with existing curriculum programs or to meet state/ federal requirements. Academic materials can be selected from a source (such as a catalog) at the discretion of a teaching professional in the performance of teaching duties. Contracted staff development/professional learning services, including training and consultative services, can be selected from a source identified as providing the expertise and availability on the particular topic at the discretion of the school principal or appropriate office or division head.
5. **Venues, Products, and Services for Student and Staff Activities** - The selection of venues, products, and services for some student/staff activities/products, including but not limited to, field trips, homecoming, prom and graduation activities does not lend itself to the competitive procurement process utilized by the system. Schools are encouraged to follow the guidelines listed below regarding these types of activities/products/services:

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 Purchasing Manager challenges a purchasing action as an abuse of this exception. The Chief Financial Officer, along with the Director Budget and Finance shall be the determining authorities for such a challenge.

- a. Funds collected from students and other sources for these activities shall be expended for the purpose of the project including school-related incident expenses incurred by teachers and other school personnel.
- b. All vendors used for these functions must be vetted and in the procurement system prior to signing of contract. All quotations should be made in writing and must meet all school-identified requirements.
- c. Bounce House Rental - A rental agreement from an established vendor must be completed and signed by the principal and the area superintendent.

If approved: Enter request in ESM using vendor account number
Funding must be from Kev Account
Wire transfer must be Mailed to: Accounting@boe.richmond.k12.ga.us
Wire transfer must be signed by accounting
Attach the completed and signed agreement.
Payment in Advance not allowed.

- d. Schools shall enter into an agreement with the vendor which will specify, but not necessarily be limited to, the following:
- e. Price
 - a. Time of Delivery/Event
 - b. Service and Warranty Requirements
 - c. System approved accounting practices will be followed in the expenditure of these funds.

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

Invoices for vendor services must include a valid invoice number, date and detail of service rendered.

No special authority is necessary unless the Purchasing Manager challenges a purchasing action as an abuse of this exception. The Chief Financial Officer, along with the Director of Budget and Finance shall be the determining authorities for such a challenge.

Board Policy GAG: Staff Conflict of Interest

Original Adopted Date: 01/01/1978/ Last Revised Date 01/19/2023

An employee of the Board shall not have any direct pecuniary interest either as a shareholder, or in any other manner, except as an employee of a contracting party, in a contract with the school system; nor shall he/she furnish for profit or remuneration directly any labor, equipment, or supplies to the school system in any of the capacities listed above. This shall not apply where the employee's interest as a stockholder or other interest in a business venture is ten (10%) percent or less of the capitalization of such business.

It is not the intent of this policy to prevent the school system from contracting with corporations or businesses in which a relative of an employee is an employee of the firm.

The policy is designed to prevent placing an employee in a position where his/her interest in the public schools and his/her interest in his place of employment or that of his/her relative (or other indirect interest) might conflict.

Nothing herein shall prevent any employee from extra employment provided such employment in no way interferes with the duties assigned to such employee by the Board; and provided further, that such employee in no way advertises or endorses any product or service through the use of his or her position with the system either directly or indirectly. In all such extra employment, the pecuniary interest of the employee shall be disclosed.

Professional Services – Consultants (Non-Employees)

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 Purchasing Manager challenges a purchasing action as an abuse of this exception. The Chief Financial Officer, along with the Director of Budget and Finance shall be the determining authorities for such a challenge.

When hiring individuals as consultants/independent contractor, the designation of independent contractor status is governed by the Internal Revenue Service (IRS) tax code and common law. Significant tax penalties exist for incorrect classification of an employee as an independent contractor. In addition, contracting with consultants and independent contractors may expose the School to significant risk. Therefore, it is imperative that common standards are applied in classification and contracting, and that each case is fully documented and auditable.

These procedures apply to anyone wishing to contract for supplemental services to be paid by Richmond County Board of Education regardless of the source of funds. A department or school intending to engage a service provider as a consultant, or independent contractor must follow Richmond County approval and contracting procedures prior to the start of any work or performance of services.

Procedures

Please complete the: *RCBOE Consultant Proposal (Non-Employee) form*
(Located on RCBOE Website)

- We reserve the right to request a background check when appropriate.
A fee of \$43.50 will be charge for background checks.
(Fee subject to change, please contact public safety)
- Consultant will submit an invoice for payment after the service has been performed.
Invoices for professional service must include a valid invoice number, date, the detail of service rendered and signature of supervisor/director authorizing payment.

**RICHMOND COUNTY SCHOOL SYSTEM
GUIDELINES/PROCEDURES TO CONTRACT WITH A CONSULTANT WHO IS A
NON-EMPLOYEE AND A NON- TRS RETIREE
TO PROVIDE SERVICES TO SCHOOLS OR DEPARTMENTS**

- ❖ Consultants will usually be non-employees and non-TRS retirees. Current employees will not qualify as a consultant.
- ❖ Consultants are independent contractors and are paid using our accounts payable system.
- ❖ Consultants will not be payroll employees.
- ❖ Anyone including former RCBOE employees, who have retired under TRS, even if employed by a business such as a consulting firm, must be cleared through TRS to perform consultant services for the Richmond County School System before services are performed. The starting place is the “Richmond County Board of Education Consultant Proposal (Non-Employee)”. Have the forms filled out appropriately and remit it to the Assistant Superintendent of Instruction. The form is available on the RCBOE website.
- ❖ Consultant Proposals must be approved by the Assistant Superintendent of Instruction before performing consultant services for the Richmond County School System.
- ❖ The amount (rate of pay) must be approved by the Assistant Superintendent of Instruction.
- ❖ Retired employees under TRS most often will have to be part-time or temporary employees and will be paid through the school system’s payroll system. This is necessary for the school system to comply with IRS regulations.

**RICHMOND COUNTY SCHOOL SYSTEM ADDITIONAL COMPENSATION
FOR BOARD EMPLOYEES AND
USING RETIRED EMPLOYEES (RETIRED UNDER TRS) AS SUBSTITUTES OR
TEMPORARY EMPLOYEES**

- ❖ Retired employees (other than those working as teachers or paraprofessionals) may not return to work until approved by TRS. HR will seek TRS approval upon receipt of a completed “TRS Retiree Return to Work Request Form” with all required signatures. In addition, the returning to work retiree will be required to furnish certain information about the services they will provide and the expected results on a form which is available on the RCBOE website. The returning to work TRS retiree must have a GCIC background check performed, must get fingerprinted if the last time it was done is more than five years ago and must fill out an E-Verify form. Information and all required forms are available in the Human Resources Office.
- ❖ Retired employees working as substitutes or temporary employees must be placed on the payroll system and not used as consultants.
- ❖ These procedures apply to all situation without regard to funding source, i.e. general fund, grants, etc., unless it conflicts with grant provisions, in that situation the grant provisions take precedence.
- ❖ Failure to comply with established procedures will result in appropriate disciplinary action by RCSS Personnel Committee.

*Administrator: Any employee working in a school or school system leadership position

PROCUREMENT METHODS

1. 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.

Please see the RCBOE transportation website for a list of carriers that have been pre-approved for liability purposes

2. EMERGENCY PURCHASING

Emergencies exist when there is a threat to the health, welfare, and/or safety of RCSS employees and/or students, the interruption of the instructional program, or other detrimental factors affecting the operation of the Richmond County School System. In these extreme cases, an emergency purchase order is allowable. Please be advised that only Principals, Department Heads, or Bookkeepers with their Principals approval are to call requesting emergency purchase orders. Contact the Purchasing and Accounts Payable office when an emergency purchase order is in ESM. This is to ensure the purchase order is processed in a timely manner.

Emergency Purchase Order Process Steps

School or Offices originates the requisition and completes the “Emergency Purchase Order Approval Form”.

- Once the requisition and approval form are complete with the necessary signatures and documentation an emergency purchase order will be created.

Purchasing Specialists will assist in placing the order.

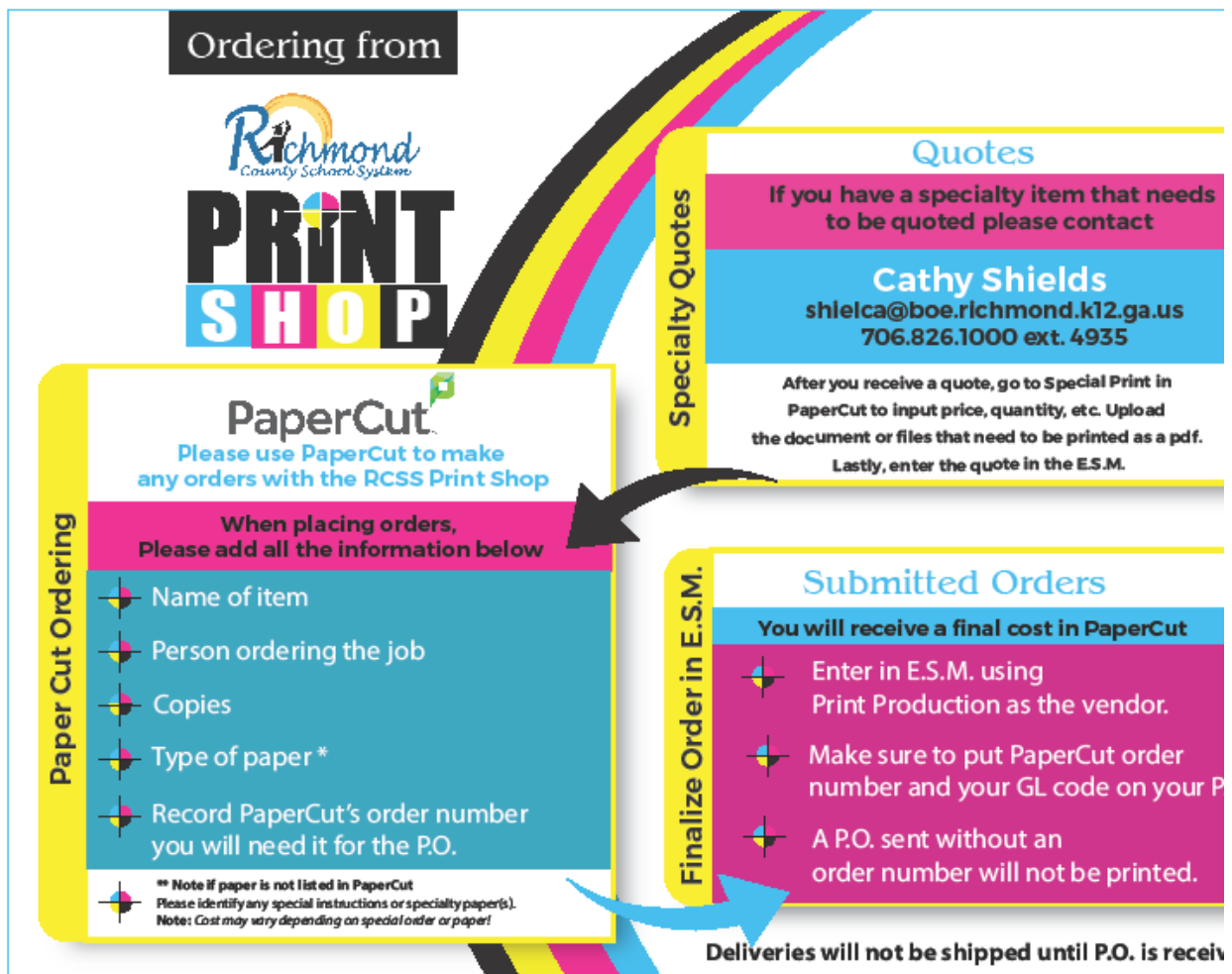
The requisition originator must enter “Emergency Purchase Order” in the Internal Notes Section when placing the order.

- In rare cases an emergency purchase order can be given over the phone; however, a requisition number is still required along with any necessary documentation and a signed “Emergency Purchase Order Approval Form”. It is the School or Office responsibility to get the paperwork to the Office of Purchasing and Accounts Payable in a timely manner.

PRINT SHOP

Richmond County School System has a centrally located Print Shop. The Print Shop is in place to handle high volume print and copy request in the most efficient manner possible. The efficiency of the print shop is best realized for jobs of 100 or more sheets, unless print -shop specific services such as binding or booklet making are required. Smaller jobs are best completed on copiers available to staff at their respective locations. **Before utilizing an outside print vendor, a quote from RCBOE Print Shop should be obtain for all printing needs.**

Please contact the Print Shop staff at
printproduction@boe.richmond.k12.ga.us.



VENDORS

(A) Vendors are not allowed in the schools unless prior permission is granted by principal or department head. Vendors must be accompanied at all times.

(B) NEW VENDOR REQUESTS

Prior to Purchase Orders being issued or payments being issued to a vendor in the School System's accounting system, the vendor must be entered into the vendor database.

1. PROCEDURES

(a) If vendor is already in Business Plus, please contact the purchasing office so the vendor can be entered in ESM.

(b) If vendor is not in system, please request a completed new vendor packet and a completed W-9 form from vendor.

(c) Email the completed forms to: purchasing1@boe.richmond.k12.ga.us

Notification will be sent once vendor has been entered into database.

(C) VENDOR PERFORMANCE

All contracts and POs contain vendor performance requirements. These requirements typically include price, quantity, quality, delivery location, and delivery date. An important part of the procurement cycle is to ensure that the vendor's performance is consistent with the requirements.

Assuring proper performance by vendors requires open communication and cooperation between offices/schools and Procurement Services. Timely action on the part of the offices/school and Procurement is a prerequisite for enforcing the terms of a purchase order and contracts.

(D). VENDOR RELATIONS

Offices/Schools shall not extend favoritism to any vendor. Each order shall be placed on the basis of quality, price, and delivery, with past service being a factor if all other considerations are equal.

No employee shall endorse any product of any type or kind in a manner that will identify him in any way as an employee of the School System.

(E). NON-COMPLIANCE

Failure by vendors to deliver on time, in the proper quantities, or to meet specifications are serious discrepancies that must be handled in a prompt, uniform and fair manner.

When a non-compliant circumstance becomes apparent, the office/school should promptly contact the vendor to request correction to the situation. A complete record should be made of the contact to include the name, title and telephone number of the person contacted and any promises made.

If vendor continues to be non-compliant after the initial contact, Procurement Office shall be notified and provided complete background information and details surrounding the non-compliance issue. Upon receipt of the information, the Procurement Office will take the appropriate steps to ensure the problem is cured and maintain vendor concerns on file.

(F) ACCEPTANCE OF GOODS AND SERVICES

The Uniform Commercial Code states, “The Buyer has the right before payment or acceptance to inspect goods at any reasonable place or time.”

Offices/Schools of the School System are delegated the authority and responsibility to inspect and accept goods and services on behalf of the School System. It is imperative that the individuals exercising this responsibility assure that the quality and quantity received are the same as called for in the contract or purchase order. Goods and services must be delivered on time, as specified and in the proper quantity and quality.

ACCEPTANCE OF GOOD & SERVICES

INSPECTION OF GOODS

1. Inspect the labels to ensure the merchandise is being delivered to the proper location.
2. Verify quantity of packages delivered against PO. Inspect all containers and packages for external damage. Any unusual discrepancies, “rattles” or signs of leakage should be noted prior to signing the freight bill.
3. If external damage is noted, the package should be opened immediately and the driver/deliverer along with the receiver should make a joint examination of the contents.
4. A full, detailed report of the examination should be endorsed on the carrier’s delivery ticket as well as the offices/school copy. Carrier should sign the offices/school copy.
5. Do not accept overage of a shipment unless the purchase order allows acceptance of a specified overage.
6. Once merchandise is signed for, the carrier’s liability has technically ended, unless concealed damage is discovered within a reasonable time (usually within 10 days of delivery).
7. Within three (3) days, inspect the contents for concealed damage.
8. Verify the packing slip with the delivery. Note date the supplies/services were received and sign the packing slip.
9. Inspect the goods for compliance with the purchase order. Note any changes in quantity received and/or any information relating to damage or rejection on a valid copy of the PO.
10. Move shipment to proper location from the receiving area as soon as possible and protect packages from weather and improper storage and handling procedures.

RECEIVING GOODS

After inspection and verification that goods were received in good order, receipt of goods should be annotated in ESM.

CLAIMS

1. If damage is such that the value of the goods is destroyed, the goods may be refused.
2. If goods are accepted, steps should be taken to minimize damage and a claim filed with the vendor. While vendor is awaiting the carrier's investigation of the claims, the goods should be left in the original container and moved only if absolutely necessary.
3. File Claims Immediately: If the vendor is responsible for filing claims, it is imperative that the receiving office/school notify the vendor immediately and provide evidence to be used in the claim process. Digital pictures of the damaged goods are great documentation to support claims.

NOTE: Most Office deliveries are made FOB Destination, which means the seller is responsible for filing claims for damaged goods. The seller must be notified immediately of the necessity for a claim and provided documentation and evidence to support the claim.

When the Office is responsible for filing a claim: complete the claim form, supported by the original bill of lading, evidence of the freight charges and original invoice. Keep copies of all documentation for office/school records.

PURCHASE ORDERS

After requisitions have been received, they are processed in ESM by the Purchasing and Accounts Payable office, and a purchase order is generated. The procurement system has been integrated and now orders are automatically entered into the Business Plus Accounting System. The funds are encumbered. State Contract items and Bid (RFP) items are to be placed on a separate purchase order than open market items which are orders under \$5000. Invoices are forwarded to the Accounts Payable Office for payment processing.

CREDIT CARD INFORMATION

Credit Card Policy

The Board of Education allows the use of purchasing cards and/or credit cards for purchases authorized by the Superintendent or designee.

Procedures governing the use of purchasing cards/credit cards will provide for the following:

1. Designation of users who are authorized to be issued system purchasing or credit cards;
2. A requirement that, before being issued such cards, authorized users shall sign and accept an agreement that they will use cards only in accordance with the system's policy and procedures;
3. Transaction limits for the use of such cards;
4. A description of purchases that shall be authorized for use of such cards;
5. Designation of the system's card administrator;
6. A process for auditing and reviewing purchases made with such cards; and Provisions for addressing a violation of purchasing or credit card policies or procedures and imposing penalties for violations including, but not limited to payroll deductions for repayments and revocation of card privileges.

Additional procedures are as follows:

7. All Senior Team members or Directors authorizing the use of a system credit card must:
 - Insure that all expenditures incurred by his/her division comply fully with the requirements of this and other policies as adopted and approved by the Richmond County Board of Education.
 - Approve all Credit Card transactions of his/her assigned office.
 - Accept responsibility for the actions of the designated Office Credit Card administrators for his/her office.
 - Directly, or through the designated Offices credit card administrator, expressly authorize individual cardholders and establish individual cardholder credit limits.

8. All employees issued a credit card:
 - Are responsible for record keeping of the weekly transactions including obtaining and submitting receipts for the purchase with each week's online statement.
 - Must sign the Credit Card agreement in order to be issued the card. This agreement must be on file with the Director of Budget and Finance.
 - c. Is responsible for timely submission of the original detailed receipts to the Office credit card administrator no less than weekly.
9. The Purchasing Manager within the Budget and Finance Office:
 - a. Are responsible for issuing the Credit Card agreements and Georgia Sales Tax Exemption form to authorized personnel. All Credit Card agreements must be forwarded to the Purchasing Manager prior to the issuance of the credit card.
10. All purchasing guidelines of the Richmond County Board of Education apply to purchases made by use of purchase card, including those made by travel.

Note: Additional information can be found in the Richmond County Purchasing Card Manual.

GIFT CARDS ARE NOT ALLOWED AS INCENTIVES AND AWARDS. Gift cards should be looked as if they were cash. You cannot give cash or gift cards to students or faculty.

REDEEMING INCENTIVE/ COUPON CODES

While the RCBOE encourages the redemption of incentives/coupon codes for free items, please understand that **the free items should be things that supplement materials we would normally buy, i.e. pens, pencils, paper, etc. to benefit RCSS students and/or staff as a whole-not an individual.** Also, please ensure that any orders to these vendors are for items/supplies that are indeed necessary, and not included in the order for the purpose of reaching the total needed to earn the incentive for the free items.

Furthermore, any "free gifts" obtained through the purchase of goods are the property of the RCBOE.

An example is, "buy 10 cartons of paper and get a free CD player. The CD player is the property of the RCBOE. Note: this type of selling should be discouraged unless a direct benefit to the students of the school system can be substantiated.

GROUP MEETING EXPENSES



Statewide Accounting Policy & Procedure

Policies and Procedures:	<u>Effective Date:</u> 04/01/2015
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Other Meals

Meetings

Employees attending official business luncheon or dinner meetings not sponsored by the School System are entitled to receive reimbursement for actual costs incurred, provided:

- The purpose of the meeting is to discuss business and stated on the employee's reimbursement request.
- The luncheon or dinner meeting is planned in advance and includes persons not employed by the School System.
- The meal is an integral part of the meeting.
- The meal is served at the same establishment that hosts the meeting.

Example: A School System employee is officially engaged to speak at a luncheon or dinner meeting presented by a school system entity that meets the above criteria and is required to purchase a meal for that engagement.

Employees are authorized to submit reimbursements using the RCBOE employee reimbursement form (located on the RCBOE website), with legible receipts that include proof of payment.

Employee Group Meals

Under certain infrequent circumstances, employees may be required to remain at the work site during mealtime. Such circumstances include emergency situations, but may also include intra-departmental meetings or training sessions where the meeting or training session extends beyond the meal times and the employees are not permitted to leave the premises of the meeting site.

Under these and similar circumstances, organizations may purchase meals for the employees attending training. Purchase of such meals should be approved by a higher-level approving authority prior to the date of the event using the Purchase Preapproval Form (Located on the RCBOE website) for non-emergency situations. Such expenditures are limited to the purchase of meals and necessary beverages only (this does not include snacks). Meal limits outlined in the *Travel Regulations and Procedures* must be adhered to. Meal expenses associated with meetings and training sessions must be documented with retained receipts and a copy of the formal written agenda all instances, the employee for whom meals were purchased must include a list of attendees.

Non-Employee Group Meals

Meals may be provided to individuals who are not employed by the School System under the following circumstances (**all** criteria must be met):

- Such individuals are serving in an advisory capacity or providing pro bono service to a School System organization.
- A meal is required because the timing of the meeting/service is such to allow for adequate travel time to the meeting site in the morning, and return to residence in the afternoon, so as to avoid unnecessary travel expenses (overnight stay) on the part of the participants.
- The meal is approved by a higher-level approving authority prior to the date of the event. Expenditures are limited to the purchase of meals and necessary beverages only (does not include snacks). Meal limits outlined in the *Travel Regulations and Procedures* must be adhered to.

Non-Employee Group Meals(cont)

If an employee purchases the meal on behalf of the School System, the employee is authorized to submit these types of reimbursements on their employee reimbursement request. A copy of the meeting agenda or description of the service activity (with appropriate approval) should be included as backup documentation. Additionally, a general description and the total number of people that will be attending the activity (e.g., advisory board members, local government leaders, etc.) should be attached.

This manual does not allow the purchase of meals for a "lunch meeting" in which the meal and the meeting are one in the same.

Special Meals

Special Meal reimbursements are for occasions when, it is the best interest of the School System to use public funds for provision of a meal to a person who is not otherwise eligible for such reimbursement and where reimbursement is not available from another source. Requests should be within reason and may include tax and tips. Legible Itemized receipts are required.

Examples include:

- Visiting dignitaries or executive-level persons from other governmental units, and persons providing identified gratuity services to the School System. This explicitly does not include normal visits, meetings, reviews, etc., by federal or local representatives.
- Extraordinary situations are when School System employees are required by their supervisor to work more than a twelve-hour workday or six-hours on a non-scheduled weekend (when such are not normal working hours to meet crucial deadlines or to handle emergencies).
- All special meals must have prior approval from the Superintendent unless specific authority for approval has been delegated to a department head for a period not to exceed one fiscal year.

PERSONAL PURCHASES

Policy:

The School System, as a general rule, will not purchase any supplies or equipment for the personal use of RCBOE staff or students.

PBIS Incentives (Positive Behavioral Interventions and Supports)

PBIS is an approach that schools use to improve school safety and promote positive behavior. With PBIS, schools teach kids about behavior expectations and strategies. Below are guidelines for purchasing items that are allowable using General or Federal Funds for PBIS Incentives.

Examples of Allowable Incentives

- Pens, pencils, erasers, small notebooks, mini journals, and other small school-related supplies
- Small concession style items/trinket size items (smarties, lollipops, etc.)
- Small Fidget sensory items, soft wrist bands, etc.
- Using a few incentives to support an academic goal (i.e. stickers)

Examples of Non-Allowable Incentives

- Large toys or gaming systems, such as: bikes, iPods, Kindles, or other high-priced items.
- Giving cash and/or gift cards to students for any reason.
- Clothing and large accessory type items

For items, the school cannot purchase using general or federal funds, but desire to have for other PBIS incentives, they can appeal to local businesses, community partners, and individuals to donate items or provide items to the school. They can also fundraise to support these efforts.

Under all circumstances, the purchase must follow the RCBOE Policy.

ALL PBIS orders must go through the approval route.

REQUISITION DO'S AND DON'T

Prohibited items:

Scented items-i.e. Clorox wipes, air freshers, plug ins, hand sanitizers, incense, bleach or ammonia-based products, scented trash bags, food, paper products (plates, cups), Stuffed animals, Holiday decorations, Seat Cushions.

Only Key funds allowed:

Birthday paraphernalia, Teacher Appreciation, T- shirts, Keurig and coffee products, small appliances, Celebratory items. Cricut machines and accessories, customized items.

a. **Grants** - Federal and Other Grants and Contracts Administration

The Purchasing Office is not generally responsible for administration of the fiscal aspects of grants such as grant accounting. Programmatic aspects of grant and contract administration is coordinated through the offices of which oversees the grant. i.e... Teaching and Learning, Pre-K, and Title I.

These items must be routed through the office in which the grant has been assigned. It is essential that these guidelines be followed accurately.

b. **Technology** - All major technical item purchases must be routed through the Information Technology Office. This is insuring compatibility with the server. ***This does not include toner/ink for copiers.***

c. **IB/Magnet** - Per the request of the Associate Superintendents, all IB and Magnet funds purchases request must be routed for their approval.

d. **Custodial** - All items of a custodial nature must be routed through the custodial department to ensure safety and MSDA.

e. **Web- Subscriptions/ Instructional Software** - All Software that is instructional must be approve prior to entering into the procurement system. Located on RCBOE website under Staff Office- Instructional Technology & Media.

Inflatable Play Equipment Procedures

The following policies apply to all individuals and groups that make use of inflatable play equipment at a facility operated by the Richmond County School System. Electricity is not provided for inflatable equipment and water inflatables are not allowed. Inflatable play equipment is prohibited without a Richmond County School System permission. Users of inflatable play equipment or similar apparatus are subject to the following conditions and requirements.

- ❖ Users must first obtain a permission for use in Richmond County School System.
- ❖ Inflatable play equipment must be rented from a company that has a current valid business license and proof of liability insurance **\$1,000,000** and **\$5,000** property naming Richmond County School System as the insured.
- ❖ Permission holder and inflatable play equipment company must execute an agreement to indemnify and defend the Richmond County School System from any liability related to the use of the inflatable play equipment and naming them as co-insured as required.
- ❖ The Richmond County School System reserves the right to limit the number and size of inflatable play equipment being used.
- ❖ Inflatable play equipment is to be set up only by the rental company in compliance with the manufacturer's specifications.
- ❖ Inflatable play equipment must be under supervision by an adult at least 18 years old at all times. Inflatable play equipment is not allowed on site or gymnasiums overnight.
- ❖ Inflatable play equipment must be free standing and weighted. Stakes are prohibited unless approved as a special condition of a special event.
- ❖ Inflatable play equipment must not be tied or tethered to trees, tables, or other amenities.
- ❖ Inflatable play equipment user must provide adequate supervision so that the user is following manufacturer's recommendations and reflects safe levels of operation.
- ❖ The user is responsible for all damages caused by the inflatable play equipment to the site or gymnasium.
- ❖ The Richmond County School System is not responsible for any damage to the inflatable play equipment.
- ❖ Failure by the permission holder or vendor to adhere to these policies will result in immediate removal of inflatable play equipment from the site or gymnasium and may result in denial of future use in Richmond County School System facilities. Damages to the site resulting from the use of inflatable play equipment are the financial responsibility of the permission holder.

The permission holder is required to provide the Richmond County School System with all required paperwork and fees before the inflatable play equipment is approved

ACCURACY ESM MARKETPLACE PURCHASE ORDERS

To ensure your materials are ordered correctly and to prevent delays in receiving merchandise, please verify that all requisition information is correct in the RCBOE ESM website.

Be sure to select the appropriate approval route.

Be sure to select the appropriate justification.

Be sure to select a Business Plus account code.

Be sure to include any notes or attachments to the vendor in the EXTERNAL NOTES SECTION.

Be sure to include any other attachments, notes, quotes, sole source letters, or invoices in the INTERNAL NOTES SECTION.

The Purchasing and Accounts Payable office will review each order before releasing it to the vendors. If it is determined that the procurement policies have not been followed, the purchase request will be rejected and returned. The school or department will have to resubmit the request with the appropriate changes.

When placing orders to use other funding, ie TITLE ONE, be sure to use the appropriate approval route, and leave the Business Plus account code BLANK. When Title One gets the order, they will enter the Business Plus account code. This can also be noted in the INTERNAL NOTES SECTION.

NOTE:

All purchases should be made through the procurement system and routed for the appropriate approvals prior to submission to the supplier.

Orders should NOT be placed over the phone, fax, or email.

VENDOR PAYMENTS/ END OF THE YEAR ACTIVITIES

Please follow the procedures as outlined below:

1.) DO NOT PAY VENDOR(S) directly from your school's checking account. You **must** process wire transfer or send school check, made payable to the Richmond County Board of Education. Your check will be deposited into the correct account and payment will be made to the vendor from that account with a Board of Education Check. We must provide vendors and the IRS a 1099 each year for this type of payment.

2.) A W-9 Form is REQUIRED for every individual and business that we conduct business with. If you are in doubt as to whether we have a form on file, please secure the W-9 form upfront. You may acquire a blank W-9 form on the RCBOE website under Department and Services, Budget Finance.

3. You MUST provide an INVOICE(S) consultant form and/ or a contract that describe **in detail** what service is being provide.

Please be advised that vendors are not allowed to pick up checks from the central office location nor checks to be pony to schools. In order to receive checks for vendors for your school prom in a timely manner you need to have the transaction approved and submitted to Accounts Payable by **NOON on Wednesday** to pick up your checks by Friday of the same week. Receiving the requested information, the week before checks are needed is preferable. If these instructions are followed the checks will be ready **after 3:00 p.m. on Friday** afternoon.

Keep in mind Senior Week activities, end of the year activities and end of the year awards and programs should follow the same guidelines aforementioned as for school prom activities.

Employee Reimbursement

Employees can be reimbursed for expenses using personal funds, the purchase preapproval form must be completed and signed by principal or director. The form is located on the RCBOE website under frequent used forms. You must attach the receipt and completed form into ESM.

In some schools, prom participation fees escalate as time moves closer to the date of the prom. It is acceptable to have an additional charge attached to the prom participation fee for those who do not timely pay their fee. However, the prom fees with penalties attached should not exceed 100% of the original or base price to attend the prom.

Examples: if the prom participation fee is set at \$50.00 each, the maximum the participation fee can be raised \$100.00 (which is 100% of the base fee.)

CAPITAL ASSETS

Capital Assets are defined as real or personal property that have a useful life of more than one year, have a value equal to or greater than the capitalization threshold and may be reasonably identified and controlled through a physical inventory system. The Accounting office monitors and controls approximately five hundred million dollars in real and personal property.

PROPERTY INVENTORY

The Budget and Finance Department is responsible for receiving the yearly Property Inventory reports from all schools and departments per Board Policy. The Property Inventory forms should be forwarded to the Budget and Finance Department. Refer to the Principals Year End Checklist for Property Inventory due dates.

It is the responsibility of the Budget and Finance Department to track and file information for all Property Inventory forms. Each school is required to fill out the Richmond County School System's **PROPERTY INVENTORY FORM** and submit it to the Accounting office for the Budget and Finance Department

ACQUISITION OF CAPITAL ASSETS

Capital Assets may be acquired through donation, purchase, or self-constructed. The asset value for donations will be the fair market value at the time of the donation. The asset value when purchased will be the initial cost plus the trade-in value of any old asset given up, plus material dollar amounts related to placing the asset into operation, including any shipping and labor charges. The cost of self-constructed assets will include all costs of construction.

In order to adequately maintain the Capital Asset System in the Richmond County School System, the following steps shall be followed:

- All inventory information shall be entered into the Capital Asset System
- Capital Assets are issued/assigned an identifying number for tracking purposes
- Periodic inventories at minimum yearly shall be conducted to determine the condition and location of Capital Assets
- The physical inventory shall be reconciled to accounting records and adjustments made as necessary

CLASSES OF CAPITAL ASSETS	THRESHOLD
Personal Property (equipment)	\$ 5,000
Buildings & Building Improvements	\$ 100,000
Land Improvements	\$ 5,000
Land	Any Amount
Vehicles	\$ 5,000
Infrastructure	\$ 1,000,000
Works of Art	Any Amount
Intangible Assets	\$ 1,000,000

TRANSFERS AND DISPOSALS

The Media Specialist for each school is responsible for ensuring that the latest copy of their assigned school's Capital Asset listing is available in the media office and the main office area. The Media Specialist is also required to submit a copy of their latest Capital Asset listing to the Accounting office yearly per the Principal's end of year checklist. The Director or a designee shall conduct a yearly inventory of all Capital Assets within the Richmond County School System. Any discrepancies shall be resolved and documented. The Accounting office will forward revised Capital Asset listings via e-mail to Media Specialists as needed.

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TRANSFER OF PROPERTY

Property is transferred between schools and departments by the Department of Maintenance and Facilities. The Budget and Finance Department will need to be notified of the transfer of capital assets.

NOTE:

When submitting the Richmond County School System's PROPERTY INVENTORY form, remember to indicate any item that has been added, lost, discarded, or transferred.

COMPETITIVE SOLICITATION PROCESS (BIDS)

A. REQUIREMENTS AND CONDITIONS

The following apply to all competitive solicitation methods:

1. *Non-Restrictive Specifications and Procedures* – Purchasing Office endeavors to use non-restrictive specifications and procedures that conform to accepted public procurement practices whenever possible. Vendors are invited to inform the Purchasing Manager whenever specifications or procedures appear not to be fair and open. Such information should be supplied as early as possible in the procurement process to allow time for necessary corrections prior to the scheduled opening date. Information that is received less than five days prior to the scheduled bid opening/proposal closing will not be acted upon unless the Chief Finance Officer (CFO) rules it is in the best interest of the RCSS.
2. *Advertisement of Solicitation* – The policy of the RCSS is to give every vendor an equal opportunity to submit responses to RCSS solicitations. However, solicitation notices may be sent to only a portion of the vendor list. Solicitations are posted to the internet and advertised on the local newspaper to provide all vendors an equal opportunity. It is the responsibility of interested vendors to check the RCSS “Current Solicitations” website and local newspaper for business opportunities with RCSS.
3. *Invitation for Bid/Request for Proposal/Request for Quote Document* – The solicitation document is a notice used by the RCSS to solicit bids/proposals/quotes to provide goods or services and should not be construed as an order by RCSS 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 required information with signatures. The vendor’s bid/proposal/quote response should be returned to the Business Office before the time and date indicated within the solicitation documents. The response receipt time is determined by the official date/time stamp of RCSS Business Office. The use of any bid/proposal/quote form containing terms and conditions that are in conflict with the solicitation or these regulations constitutes a counteroffer and may not be accepted.
4. *Addendum to or Cancellation of Solicitation Documents* – RCSS may revise a solicitation document by issuing an addendum prior to its due date. Acknowledgment of receipt of an addendum should be returned at the time set for receipt of bids/proposals or accompany them. Failure to bid or propose in accordance with an addendum may be cause for rejection. In some circumstances, RCSS may postpone opening or receipt of a solicitation in order to give vendors sufficient time to respond to the addendum. RCSS may withdraw or cancel a solicitation document at any time prior to the award of a contract. A notice of cancellation will be issued. It is the responsibility of interested vendors to check the RCSS “Current Solicitations” website 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 in order to receive consideration for award.

6. *Alternate Offers* – Alternates may be considered when submitted in addition to a bid/proposal/quote for the goods or services requested. When alternates reveal that more economical supplies, materials, equipment, or services than those requested exist, RCSS 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. CFO has the sole discretion as to the best course of action in the best interest of the RCSS.

7. *Communication with RCSS Staff during a Solicitation* – Vendors are barred from any contact with the RCSS staff concerning a solicitation during the term of the solicitation and evaluation other than through the Business Office. All questions concerning a solicitation should be directed in writing to the Business Office staff member identified in the solicitation document. Vendors should refer to the RFQ or RFP number when making an inquiry. Inspections and/or site visits must be coordinated through the Business Office. Business Office 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 bids. Vendors can request a review of the RFP evaluation documents and tabulation after board approval and award.

8. *Terms, Conditions, and Instructions* – Unless otherwise specified in a solicitation document, all such solicitations are deemed to include all the terms and conditions outlined in these regulations as well as conditions and instructions included in the solicitation document itself. These terms and conditions shall be read carefully prior to the submission of any bid/proposal/quote. Unless a specific exception is noted by the vendor and accepted by the RCSS by inclusion in the Purchase Order/Notice of Award, all provisions of the terms and conditions of the solicitation document will become a part of any contract awarded. Taking exceptions to RCSS terms and conditions may be cause for rejection of vendor's response.

9. *Source Inspection* – By submitting an offer to the RCSS, the vendor agrees to permit the RCSS 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 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. *Vendor Address* – All correspondence, including Notices of Award will be sent to the email address appearing on the Acknowledgement and Agreement page of the vendor's response. Once an award is made the awarded vendor will be required to complete the RCSS vendor packet in order to receive purchase orders and payment.

14. *Pricing and Discounts* – Solicitation documents may request the quotation of the list price less all trade or other special discounts offered. Discount from list quotations may be requested for the supply of certain types of commodities. Instructions concerning this method of pricing will be included in the solicitation document. The addition by the 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.

15. *Discounts* – Any discount offered the RCSS must be clearly shown in the space provided in the solicitation document.

a. Discounts offered may be considered for the purposes of evaluation.

b. All discounts offered, including prompt payment discounts, will be taken if earned. In the event that RCSS is entitled to a discount, the period of computation will commence on the receipt of a correctly completed invoice indicating the discount. If RCSS is entitled to a discount under the contract, but the invoice does not reflect the existence of a discount, and RCSS pays the invoice, it shall be entitled, upon demand, to credit in the amount of such discount. Payment of invoices owed by RCSS shall be made whenever possible within thirty (30) days of the receipt of the goods/services of receipt of a correct invoice, whichever is later, unless otherwise provided for in the solicitation document or resulting contracts.

16. *Taxes* – RCSS is prohibited from paying or reimbursing a vendor for any taxes that may be lawfully imposed on the vendor.

17. *Specifications* – Specifications will vary based upon the type of goods/services procured. They may be detailed design specifications or may describe the functional performance characteristics desired. Detailed specifications may not always accompany a solicitation document. In some instances, reference will be made to certain standard specifications. Such a reference incorporates any such standard specification in the solicitation document and any response must then be in accordance with those specifications. In other cases, reference may be made to one or more brand names. Such reference is not restrictive unless otherwise specified and is used for descriptive purposes only. Salient characteristics will be listed and equivalent products may be offered if the salient characteristics are met. Unless the 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 RCSS. RCSS 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.

18. *Samples* – Samples of items, when required by RCSS, must be furnished free of charge. 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. Failure on the part of the vendor to submit requested samples within time specified may be cause for rejection of the bid/proposal.

19. *Corrections* – Prior to 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.

20. *Acceptance Period* – Business Office 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.

21. *Response Time* – It is the intent of the Business Office to offer bids and proposals in ample time for proper response. However, any response received after the designated time, as determined by the official date/time stamp in Business Office, will be deemed late and will not be considered by the RCSS. Following receipt of vendor responses to a solicitation, it is the vendor's responsibility to be available via email, phone during the review process in the event that clarification or additional information is required. If clarification or additional information is requested, the responsibility rests on the vendor to ensure that RCSS receives said information prior to the deadline(s) indicated.

Goods and/or services purchased or ordered without proper authorization are considered Unauthorized Purchases for which the district has no legal liability or obligation to pay vendor claims. Accordingly, unauthorized purchases will not be honored by the district, Invoices for unauthorized purchases received by Accounts Payable Department will be forwarded to the Budget and Finance Director for appropriate action.

B. SOLICITATION PROCESS –REQUEST FOR QUOTE

When an RFQ is required, written quote specifications will be developed based on the Request for Solicitation form submitted by the school/department. Business Office will, at a minimum, advertise on the RCSS website and local newspaper the RFQ to a portion of prospective vendors on the RCSS's Vendor List.

Scope – The following provisions set forth the procedures and requirements for proper contract administration by Procurement Department 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 RCSS 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 RCBOE Accounts Payable Department when the ordering school/department has acknowledged receipt of the goods or services have been delivered and in satisfactory condition.
3. *Quality Control* – Quality control is the process by which the vendor ensures that items or services produced for the RCSS conform to the contract requirements. Responsibility for quality control is placed on the vendor.

The RCSS personnel responsible for receipt of the product or service shall report unsatisfactory performance by documenting through Vendor Performance reports to the Purchasing Manager:

A. Any failures by the vendor in complying with established quality procedures and principles;

B. Any instances of unsatisfactory products or performance

4. *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 RCSS may choose to cancel the purchase order.

5. *Payment Withheld* – Payment for any item delivered pursuant to an order may be withheld by RCSS until all requirements of the contract or order have been complied with in full.

6.Substitutions – Substitution is the shipment of an item that does not conform to the specifications of the purchase order. The Purchasing Manager 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 the RCSS to accept a substitution does not relieve the vendor of its obligation to provide the item or items called for in the contract.

7.Losses 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 the RCSS, 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. The RCSS 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 the RCSS will not be inconvenienced because of the shortage, the vendor may, with the consent of the Purchasing Manager or his/her designee, deduct the amount of damage or loss from their invoice in lieu of replacement

For accounting and budgeting reasons, RCSS 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.

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

9.Receipt by RCSS – 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.

10. Inspection – Delivery does not constitute acceptance. All supplies, materials and equipment delivered to RCSS 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 subsequent to delivery reveal a failure to meet specifications, the vendor shall be deemed to have breached its contract.

11. *Vendor Complaints* – In the event Purchasing determines that the vendor's performance has not been in accordance with its contract, the Purchasing Manager or his/her designee may send written notification to the vendor of the complaint requiring the vendor to submit a plan of corrective action.
12. *Cancellation of Purchase Orders or Contracts* – No cancellation of RCSS purchase orders may be made unless by the Purchasing Manager or purchasing personnel. The RCSS 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 an act of war, act of God, order of legal authority, 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 Purchasing Manager. Purchasing Office reserves the right to cancel all contracts with any vendor who fails to perform on any given contract or order.
13. *Additional Terms* – The RCSS shall not be bound by any terms and conditions included in any vendor's packaging, invoice, catalog, brochure, technical data sheet, or other documents which attempts to impose any condition at variance with or in addition to the terms and conditions contained in any contract or purchase order executed or issued by the RCSS or by such user agency.
14. *Contract Revision/Adjustment* – The CFO may, in his/her sole discretion, allow an adjustment to terms/requirements of an existing contract following award should it be deemed to be in the best interest of RCSS provided that all Board policies and administrative rules are followed. Documentation of such adjustment shall be included in the official solicitation file.

DEFINITION OF TERMS (BIDS):

Account Numbers: Schools and departments are assigned an account number that identifies the source from which to encumber funds upon receipt of requisition.

 - Org Key – The Org Key is the identification number assigned to each school or department

61000 – Object – The Object identifies the type of account to be charged (supplies, custodial, etc.) All schools and departments are assigned the same series of object numbers.

Bid Bond: To ensure a breach of contract does not occur, the Richmond County School System may require five percent of the amount of business awarded to the successful bidder on sealed bids. Typically, bid bonds are required to be turned in with the sealed bids. All bids do not require bid bonds.

Bid Opening: Bid opening dates are determined annually by the Business Office in coordination with other departments within the Board of Education. The Bid Opening Schedule is available by contacting the Business Office at (706) 826-1298 or on the Richmond County School System Website at <http://www.rcboe.org>. Vendors and the general public are invited to attend all bid openings at the Richmond County School System's Central Office at 864 Broad Street, Augusta, Georgia 30901. Late bids are **not** considered. All bids are opened in the presence of the CFO, Budget and Finance Director or his/her designees, and the Administrative Assistant for the Business Office. Bids are read aloud by the CFO or designee and a representative from the Business Office records the figures on unofficial bid tally sheets.

Bid Tally: An official summary of dollar amounts submitted by vendor's that is presented to the ten-member Board prior to the scheduled monthly board meeting for careful examination before bid awards are voted on. Official tally sheets are posted on the RCSS website after award.

Emergency Purchase Order: An unprinted emergency purchase order which is usually requested by a school or department by telephone, requiring the pre-approval of the department Director or Principal.

Encumbered: An accounting term meaning "funds obligated".

Fair Market Value: The amount a seller may expect to obtain for merchandise in the open market.

Capital Assets: Capital Assets are defined as real or personal property that have a useful life of more than one year, have a value equal to or greater than the capitalization threshold and may be reasonably identified and controlled through a physical inventory system.

F.O.B.: A shipping term meaning “Freight on Board”.

Homogeneous: A term meaning “alike” or similar in nature.

Lease (Purchase) Agreement: A term contract whereby a school or department finances for a pre-determined number of months, the cost of equipment and goods with the school or department having the option to own the merchandise at the end of the lease period. On purchases of \$2,500 or less, it is advantageous to keep the maturity date of the lease at a maximum of twenty-four months, and it is beneficial for the maintenance and supply costs to be quoted separately. When financed, the cost of the maintenance and supplies adds additional interest to the principal of the lease.

Local Bidder Preference: In the event of a tie on a bid item, preference is given to (1) the supplier within the closest proximity to Richmond County (if two or more suppliers meet the same criteria, the total dollar amount awarded each supplier is considered and the supplier winning the lowest overall dollar amount is awarded the bid), and (2) the supplier within the state of Georgia over an out-of-state supplier.

Open Market Purchasing: If the prices are considered to be reasonable, schools and departments may make purchases not to exceed five hundred dollars (\$5000) without competitive quotations.

Procurement: The purchase or acquisition of goods and services.

Property Inventory: Any item of value that a school/department would want replaced if destroyed.

Purchase Order: An order for merchandise or other property specified on the requisition.

Requisition: A request to purchase merchandise or other property.

State of Georgia Contract: A term contract, usually for one year, for equipment, goods, or services commonly bought by all state agencies. These contracts are competitively bid and all state agencies are required to procure all items included from the contract holder.

Sole Source: A supplier who is the only vendor able to furnish a certain product or service.

Vendor: A term meaning seller or supplier.

SECTION I PROCUREMENT TERM DEFINITIONS

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

- A . Award date – The date the board approves the bid.
 - 1. Best Value - An assessment of the return that can be achieved based on the total life cycle cost of the item; can include an assessment of the functionality of the item; can use cost/benefit analysis to define the best combinations of quality, services, time and cost considerations over the useful life of the acquired item.
- B. Bid – The response by a vendor to an IFB, RFQ AND REP.
- C. Bidder – A vendor who submits a response to an Invitation for Bid (IFB).
- D. Competition – The process by which all responsible bidders/offerors are allowed to compete.
- E. Competition Thresholds – Defined expenditure levels, which establish the bounds for use of certain procurement methods.
- F. Competitive Range - That group of proposals, as determined during the evaluation process for competitive negotiation, which includes only those offerors considered to have a reasonable chance of being selected for award and who are therefore chosen for additional discussions and negotiations. Proposals not in the competitive range are given no further consideration.
- G. Construction Projects – All improvements to System property must comply with appropriate RCSS Board Policy and Administrative Rules. This includes any improvements to existing RCSS property, whether new construction, modification, alteration or renovation, either interior or exterior in nature. Applicable Federal/State/Local codes, laws, guidelines and regulations will apply.
- H. 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. Distribution and summarizing vendor performance surveys;
 - 4. Maintaining file of correspondence after award.

SECTION I PROCUREMENT TERM DEFINITIONS

- I. Environmentally Preferable Products and Services – have 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, and/or disposal including fair trade standards.
- J. Environmental Purchasing - RCSS is committed to environmental stewardship and seeks the purchase of environmentally preferable products whenever they perform satisfactorily and are available at a reasonably competitive price.
- K. Invitation for Bid (IFB) – The solicitation document used by RCSS to solicit offers for the supply of goods and/or services in a sealed bid process.
- L. 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.
- M. Offeror – A vendor who returns a proposal in response to a Request for Proposal solicitation before the date and time set for its receipt.
- N. Order Splitting – Dividing a purchase into separate transactions or the purchase of related items/services via separate transactions in an effort to circumvent the RCSS Board Policy and/or Purchasing Regulations. This is an example of an Unauthorized Purchase and is expressly prohibited.
- O. Proposal – The response by a vendor to a Request for Proposal solicitation.
- P. 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. RCSS may or may not choose to award and purchase from the information provided.

SECTION I PROCUREMENT TERM DEFINITIONS

- Q. Protest – A written objection by a participating party to a solicitation or to a proposed award or award of a contract, with the intention of receiving a remedial result.
- R. 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 prior to contract award. May or may not include a provision for the negotiation of Best and Final Offers (BAFO).
- S. 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, prior to issuing a solicitation.
- T. Request for Quote (RFQ) – The solicitation document used by RCSS to solicit offers for the supply of goods and/or services. Solicitation of a price quote via telephone, fax or email by an authorized RCSS staff person. Requests for to Quote may be used when a purchase is less than \$50,000 or is urgent enough warrant the bypassing the IFB/RFP process. Evaluation and recommendation for award are based on the response that best meets price, quality, delivery, service, past performance and reliability.
- U. Response Due Date and Time – The deadline for a vendor to submit a response to a solicitation document; specified in a solicitation document.

SECTION I PROCUREMENT TERM DEFINITIONS

- V. Responsible – Term used to describe a vendor who is determined by Purchasing Office to have:
1. The ability, capacity, and skill to provide the service required;
 2. The capability to provide the service promptly, or within time specified, without delay or interference;
 3. The character, integrity, reputation, judgment, experience and efficiency necessary to conduct business in good order;
 4. Provided satisfactory performance on previous contracts, if any;
 5. Previously and presently complied with the laws and policies relating to the service;
 6. Sufficient financial resources and ability to perform the service;
 7. The ability to provide supplies or services for the particular use required; and,
 8. Not provided any conditions to the bid/offer that would have the bid/proposal considered non-qualified and therefore non-responsive.
- W . Responsive – Term used to describe a vendor who has submitted a response to a solicitation that conforms in all material respects to the requirements set forth in the solicitation.
- X. Solicitation Document – A term used to describe an Invitation for Bid, Request for Proposal, Request for Information, or Request for Quote document.
- Y. Subject Matter Expert/Consultant – person with exceptional skill and/or knowledge in a particular area of expertise that uniquely qualifies him or her to perform some specialized service.
- Z. 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 actually performs services, or sells goods required by a contract. An entity submitting a response to an IFB, RFP, or RFQ. Bidder/Offeror/Vendor/Supplier may be used interchangeably.
- AA. Waste Prevention – Any action undertaken by an individual or organization to eliminate or reduce the amount or toxicity of materials before they enter the solid waste stream. This action is intended to conserve resources, promote efficiency, and reduce pollution.
- BB . Working days – Means all days except Saturdays, Sundays and all school holidays. In calculating the time, the first day shall not be counted but the last day shall be counted.