



Cherokee
County
School
District

PROCUREMENT SERVICES DEPARTMENT
POLICIES & PROCEDURES

Table of Contents

I. Procurement Term Definitions	Page 1
Definitions of procurement terms used in these policies and procedures.	
II. Purchasing Policies	Page 4
These policies establish direction, methods, and procedures for the purchase of goods and services. Authority to purchase is vested in the Superintendent who will use the Executive Director of School Nutrition and Procurement Services as the purchasing agent for the Cherokee County School District (CCSD) and make these guidelines applicable to all CCSD acquisitions.	
III. Purchasing Authority	Page 5
The Procurement Services Department is the central element for the purchase of goods and services	
IV. Responsibilities	Page 6
Basic responsibilities of individuals and entities regarding the purchase of goods and services including: The Board of Education, the Superintendent, Chief Financial Officer, the Executive Director of School Nutrition and Procurement Services, other administrators of CCSD as well as all school/department personnel.	
V. Purchasing Administrative Lead Time (PALT)	Page 8
Three priorities for the Procurement Services Department include routine, urgent and emergency. The time frame for planning for purchasing procedures is established in this section.	
VI. Procurement and Award Methods	Page 9
Methods and procedures for processing purchase requisitions.	
VII. Competitive Solicitation Process	Page 12
Full and open competition guidelines are promoted in the procurement process.	
VIII. Conflict of Interest	Page 19
Definition of conflict of interest and written policy.	
IX. Contract Administration	Page 22
The contract administration system ensures that vendors perform in accordance with solicitation terms, conditions, and specifications.	
X. Formal Protest of an Award or Decision to Award	Page 25
Procedures to protest an award or decision to award.	
XI. Suspension and Disqualification	Page 27
Conditions under which persons, firms or corporations may be prohibited from doing business with CCSD.	

SECTION I – PROCUREMENT TERM DEFINITIONS

The following section contains the definitions of procurement terms used in these policies and procedures.

Appeal – Within the context of CCSD procurement practices, an appeal process is used in two instances:

1. To request review of a protest decision issued by the Executive Director of School Nutrition and Procurement Services, or
2. To request review of a decision to suspend or disqualify a vendor from doing business with CCSD for a specified period of time.

Award Date – The date on which the written Award Letter is dated.

Best Value - An assessment of the return which can be achieved based on the total life cycle cost of the item; may include an assessment of the functionality of the item; may use cost/benefit analysis to define the best combinations of quality, services, time, and cost considerations over the useful life of the acquired item.

Bid – The response by a vendor to an Invitation for Bid (IFB).

Bidder – A vendor who submits a response to an Invitation for Bid (IFB).

Code of Conduct – All information related to submissions received from potential vendors must be kept confidential by all committee members.

Code of Ethics - Principles, values, and standards designed for professionals to conduct business with integrity.

Competition – The process by which all responsible bidders/proposers are allowed to compete.

Competitive Range - The group of proposals, as determined during the evaluation process for competitive negotiation, which includes only those proposers considered to have a reasonable chance of being selected for award and who are therefore chosen for additional discussions, presentations, and negotiations. Proposals not in the competitive range are given no further consideration.

Conflict of Interest - A situation that gives a person, while acting in their official capacity, the opportunity through actions or decisions to direct or influence an outcome for personal benefit. No member of a committee shall participate in the evaluation if that committee member or any member of his or her immediate family:

1. Has direct or indirect financial interest in the award of the contract;
2. Is currently employed by, or is a consultant to or under contract to a potential vendor;
3. Is negotiating or has an arrangement concerning future employment or contracting with a potential vendor, or;
4. Has an ownership interest in, or is an officer or director of, a potential vendor.

Construction Projects – All capital improvements to District property must comply with appropriate CCSD Board Policy and Administrative Rules. This includes any capital improvements to existing CCSD property, whether new construction, modification, alteration, or renovation, either interior or exterior. Applicable Federal/State/Local codes, laws, guidelines, and regulations will apply.

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

Declaration of Conflict of Interest - Electronic document within the Bonfire portal for solicitation committee members to sign, which affirms their understanding of the Code of Conduct and Conflict of Interest, prior to serving on an evaluation committee.

Disqualification - Action taken by CCSD to prohibit vendors from doing business with CCSD for a period of time, typically at least one year, not to exceed a three-year maximum.

Expenditure Level Thresholds - Clearly defined monetary levels which establish the bounds for use of certain procurement methods.

Invitation for Bid (IFB) - The solicitation document used by CCSD to solicit offers for the supply of goods and/or services in a sealed bid process.

Micro-Purchase - A micro-purchase is an acquisition of products or services where the amount of the transaction does not exceed the micro-purchase threshold. Purchases within the micro-purchase threshold can be awarded without soliciting competitive price quotations.

Offeror - A vendor who returns a proposal in response to a Request for Proposal solicitation before the date and time set for its receipt.

Order Splitting - Dividing a purchase into separate transactions or the purchase of related items/services via separate transactions in an effort to circumvent CCSD Board Policy and/or expenditure level thresholds and Purchasing Regulations. This is an example of an Unauthorized Purchase and is expressly prohibited.

Proposal - The response by a vendor to a Request for Proposal (RFP) solicitation.

Proposer - 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.

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.

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. CCSD may or may not choose to award and purchase from the information provided.

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).

Request for Quote (RFQ) - The solicitation document used by CCSD to solicit offers for the supply of goods and/or services. Solicitation of a price quote via telephone, fax or email to an authorized CCSD staff person is valid. Requests for Quote may be used when a purchase is less than \$125,000. Evaluation and recommendation for award are based on the response that best meets price, quality, delivery, service, past performance, and reliability.

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

Responsible – Term used to describe a vendor who is determined by Procurement Services to have:

1. The ability, capacity, and skill to provide the service required;
2. The capability to provide the service promptly, or within time specified, without delay or interference;
3. The character, integrity, reputation, judgment, experience, and efficiency necessary to conduct business in good order;
4. Provided satisfactory performance on previous contracts, if any;
5. Previously and presently complied with the laws and policies relating to the service;
6. Sufficient financial resources and ability to perform the service;
7. The ability to provide supplies or services for the particular use required; and,
8. Not provided any conditions to the offer that would have the bid/proposal considered non-qualified and therefore non-responsive.

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.

Single Source – Is a procurement decision whereby purchases are directed to one source because of standardization, warranty or other factors, even though other competitive sources may be available.

Sole Source – An exception to full and open competition when supplies or services are readily available from only one responsible source and are only used in specific situations.

Solicitation Document – A term used to describe an Invitation for Bid (IFB), Request for Proposal (RFP), Request for Information (RFI), or Request for Quote document (RFQ).

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.

Suspension – Action taken by CCSD to prohibit a vendor from doing business with CCSD for a period not to exceed one (1) year while corrective action is being taken.

Vendor Agreements (Contracts) – A document that a vendor, that has not been awarded a solicitation, may require prior to services being rendered that confirms acceptance of their Terms and Conditions. All such agreements must be reviewed by the Procurement Services Department prior to acceptance/signature.

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/Proposer/Vendor/Supplier may be used interchangeably.

Business Days – 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.

Purchasing Administrative Lead Time (PALT) – The time taken to process a purchasing action within Procurement Services from the point when acceptable specifications, ready for release, are presented to Procurement Services to the point that recommendation to award is made. PALT does not include the time required to research and develop the specifications for solicitation, the time taken for administrative approvals of purchase requisitions nor the time it will take for the successful vendor to provide the supplies or services.

SECTION II – PURCHASING POLICIES

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

Guidelines

The school district must buy supplies and services from the business community to operate. The Cherokee County Board of Education appropriates funds that will be used by the Superintendent through his agent, the Executive Director of School Nutrition and Procurement Services, 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 district is vested solely in the Superintendent who shall use the Executive Director of School Nutrition and Procurement Services as the purchasing agent for CCSD.

The Executive Director of School Nutrition and Procurement Services, under the direction of the Chief Financial Officer, shall have the authority to purchase materials, supplies, equipment, construction, and other services as required.

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

The CCSD Procurement Services Department follows a Code of Ethics which sets appropriate standards for the department employees to follow. These employees have the responsibility to uphold the public trust and to refrain from using their position for private benefit. Therefore, it is the policy of the CCSD Procurement Services Department that employees shall, in addition to all other expectations and job requirements, refrain from conflicts of interest and avoid the appearance of unethical or compromising practices in business relationships, actions and communications.

SECTION III – PURCHASING AUTHORITY

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

Central Purchasing

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

SECTION IV - RESPONSIBILITIES

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

Responsibilities

1. The Board of Education shall:
 - a. Provide policy for the procurement process;
 - b. Appropriate funds from which purchases for goods and services are executed;
 - c. Approve or disapprove recommendations of the Superintendent; and
 - d. Provide general oversight over the procurement process.
2. The Superintendent shall:
 - a. Develop and recommend to the Board, policy to ensure efficient and economical purchasing in support of CCSD operations;
 - b. Supervise the Executive Director of School Nutrition and Procurement Services through the Chief Financial Officer;
 - c. Accept authority to purchase given by the Board and delegate day-to-day authority to the Executive Director of School Nutrition and Procurement Services; and
 - d. Exercise authority for purchasing not delegated to the Executive Director or other designees.
3. The Chief Financial Officer shall:
 - a. Directly supervise the Executive Director of School Nutrition and Procurement Services; and
 - b. Provide direction for solving specific problems affecting the purchase of goods and services.
4. The Executive Director of School Nutrition and Procurement Services shall:
 - a. Serve as Purchasing Agent for the Board of Education,
 - b. Supervise the day-to-day activities of Procurement Services,
 - c. Contract for the purchase or acquisition of supplies, materials, equipment and services, as may be required and funded,
 - d. Ensure all contract actions are in compliance with applicable local, state, and federal laws and regulations,
 - e. Review all vendor agreements (contracts) prior to services being rendered,
 - f. Procure goods and services of a quality to meet the needs of CCSD at pricing that provides best value,
 - g. Promote efforts to assure all business enterprises have an equal opportunity to participate and share in the purchasing activity of CCSD;
 - h. Ensure full and open competition is obtained on all purchases within parameters set forth in these and other CCSD regulations;
 - i. Provide direction and guidance for the operation of the Procurement Services Department;
 - j. Ensure training on CCSD purchasing policies and regulations to key District personnel responsible for the purchasing function at various levels;
 - k. Maintain a standard purchasing nomenclature for purchased items;
 - l. Take advantage of economies of scale by buying in quantity when advantageous to CCSD;
 - m. Take advantage of all tax exemptions;
 - n. Determine the appropriate purchasing method for each purchasing action;
 - o. Establish and maintain a procurement process of quality and integrity;
 - p. Sell surplus CCSD property at auction, sealed bid, online auctions, or on a consignment basis;
 - q. Establish necessary rules for the operation of Procurement Services and the implementation of CCSD Policies and Procedures;
 - r. Settle and resolve formal protests and appeals with regard to the purchasing process;
 - s. Collectively solicit, whenever possible, with Cherokee County or other Governmental entities to maximize savings for taxpayers when it is in the best interest of both parties to do so; and

SECTION IV - RESPONSIBILITIES

- t. Compare competitively sought pricing to statewide contracts issued by the Georgia Department of Administrative Services (DOAS) and/or other governmental discounts (i.e., U.S. Communities, Western States Contacting Alliance [WSCA]) available to determine the best value for the District.
5. The Customers (departments and schools receiving support from Procurement Services) shall:
 - a. Prepare the Request for Solicitation Form;
 - b. Provide timely and adequate identification of a requirement, funding, and authorization to procure;
 - c. Review/approve solicitations/specifications/quantities;
 - d. Participate as requested by the Executive Director in pre-bid/proposal conferences;
 - e. Participate in the review of solicitation responses; and prepare scoring template;
 - f. Participate or provide third party subject matter expert(s) to participate in the evaluation of RFP responses;
 - g. Key District staff members (e.g., bookkeepers) who are involved in the procurement process must participate in training provided by Procurement Services regarding CCSD purchasing policies and regulations;
 - h. Provide for any other assistance in the procurement process as may reasonably be requested by the Executive Director of School Nutrition and Procurement Services; and
 - i. Enter and approve requisitions.

SECTION V – PURCHASING ADMINISTRATIVE LEAD TIME (PALT)

Definition

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

Time Frame

Workload within Procurement Services and the nature of the solicitation will serve to increase or decrease PALT to some extent. PALT may be longer for solicitations that require extensive preparation and legal review. In addition, PALT will be adjusted accordingly when mandated by requirements related to funding source or applicable laws, etc. (i.e., construction projects, E-Rate).

PURCHASING ADMINISTRATIVE LEAD TIME (PALT)	
Solicitation Type	Business Days
Request For Quote	10-20
Invitation For Bid	25-50
Request For Proposal	35-125

Priorities

The PALT is divided into 3 Priorities:

1. **Routine** - Purchase requirements are received by Procurement Services and assigned for action generally in keeping with the chronological order of receipt and processed in accordance with the PALT detailed in the timetable above.
2. **Urgent** - The customer, whose circumstances may not be deemed so severe as to require emergency action but are of such a nature as to require more than routine processing, may ask the Procurement Services Director to assign an “urgent” priority. The designation of “urgent” will cause the solicitation to be acted upon by Procurement Services ahead of any “routine” solicitations. “Same day” or “next day” action by Procurement Services will not circumvent other purchasing procedures required by law, Board policy, or these procedures. (i.e., an urgent priority assigned by the Procurement Services Director simply moves the requirement to the head of the line in the Procurement Services Department.)
3. **Emergency** - The customer whose circumstances may be deemed so severe as to require emergency actions may ask the Superintendent to assign an “emergency” priority. Emergencies shall include, but not be restricted to, purchase of items necessary to the health, well-being, or safety of persons and/or situations. The designation of “emergency” will cause the requirement to be acted upon by Procurement Services over any routine or urgent requirement at hand. These requirements shall receive “same day” action, if possible, and may circumvent other purchasing procedures required by Board policy.

SECTION VI – PROCUREMENT AWARD METHODS

Competitive Solicitation Methods

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

1. Aggregate purchases less than \$5,000 and not already on an existing contract may be accomplished without multiple quotes. Purchaser should use their best professional judgment to obtain the best price when making the purchase.
2. Aggregate purchases from \$5,001 to \$49,999 and not already on an existing contract may be made at the local school/department level provided two written quotes are obtained and maintained at the school/department, reviewed/approved by the principal/department head at least monthly and available for periodic audit. Date of receipt should be kept on file for all items ordered. For expediency and best value, schools may wish to contact Procurement Services for recommended vendors.
3. Aggregate purchases from \$50,000 to \$124,999 and not already on an existing contract may be made at the local school/department level provided three written quotes are obtained and maintained at the school/department, reviewed/approved by the principal/department head at least monthly and available for periodic audit. Date of receipt should be kept on file for all items ordered. For expediency and best value, schools may wish to contact Procurement Services for recommended vendors.
4. Aggregate purchases of more than \$125,000 and not already on an existing contract require a formal IFB or RFP process. Procurement Services will issue the IFB/RFP and make every attempt to solicit at least three responsive and responsible offers.
5. The Executive Director of School Nutrition and Procurement Services will determine the most applicable method for a solicitation. Once Procurement Services has implemented the competitive solicitation process, the selected method of solicitation will not be changed. To obtain the most favorable price and to ensure a reliable source of supply, the Executive Director of School Nutrition and Procurement Services is authorized to include an escalation and/or de-escalation clause in the solicitation conditions, such as a standard price or index as published by a Government Agency, Board or Bureau.

Exceptions to Full and Open Competition

Procurement Services recognizes that there are circumstances where full and open competition is not in the District's best interest. If the requesting school or department is utilizing federal, grant 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** - When supplies or services are readily available from only one responsible source. Use of this authority may be appropriate in situations such as the following, (the examples are not intended to be all-inclusive and do not constitute authority in and of themselves):
 - a. When there is a reasonable basis to conclude that the minimum needs can best be satisfied by unique supplies or services readily available from one source with unique capabilities.
 - b. The existence of limited rights in data, patent rights, copyrights, or secret processes; the control of basic raw material; or similar circumstances make the supplies and services available from only one source.
 - c. When purchasing utility services (gas, electric power, etc.), circumstances may dictate that only one vendor can furnish the service.

SECTION VI – PROCUREMENT AWARD METHODS

- d. When the Superintendent or designee (e.g., head of the department making the purchase) has determined in accordance with a program for standardization, continuity of operations, cost, or labor savings that it is in the best interest of CCSD to limit purchases to specified products/services.
 - e. When purchasing items over the designated monetary threshold, see Procurement Services dollar thresholds as defined above, schools/departments must use the “Sole/Single Source Justification” form, available on the Procurement Services intranet website to submit the following information:
 - f. Explain why this is the only product or service that can meet the need of the purchasing agency.
 - g. Explain why this vendor is the only practical available source from which to obtain this product or service.
 - h. Describe what efforts were made to conduct a negotiation to get the best price, delivery, warranty, and payment terms for CCSD. Procurement Services reserves the right to negotiate further with the vendor for discounts, best value, etc.
 - i. Include any documentation from the manufacturer or publisher to support the sole source status.
2. **Emergency Requirement** - Emergency Requirement can be cited when the need for supplies or services is of such unusual and compelling urgency that the school or the school district would be seriously injured unless it is permitted to limit the number of sources from which to solicit bids or proposals. Use of this authority applies in those situations where delay in award would result in serious injury, financial or other, to CCSD. The Superintendent shall approve use of this exception, upon recommendation by the division administrator of the user department. It is the customer’s responsibility to gain the appropriate approval.
3. **Venues, Products and Services for Student and Staff Activities** - The selection of venues, products, and services for some student activities/products, including but not limited to, field trips, homecoming, prom, and graduation activities does not lend itself to the competitive procurement processes utilized by the District. 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. No special authority is necessary unless the Executive Director of School Nutrition and Procurement Services challenges a purchasing action as an abuse of this exception. The Chief Operations Officer, along with the Chief Financial Officer shall be the determining authorities for such a challenge. Schools are encouraged to follow the guidelines listed below regarding these types of activities/products/services:
- a. Funds collected from students and other sources for these activities shall be expended for the purpose of the project including school-related incident expenses incurred by teachers and other school personnel.
 - b. All quotations must be made in writing and must meet all school-identified requirements.
 - c. Schools shall enter into an agreement, after approval from Procurement Services, with the vendor which will specify, but not necessarily be limited to, the following:
 - i. Price
 - ii. Time of Delivery/Event
 - iii. Service and Warranty Requirements
 - iv. District approved accounting practices will be followed in the expenditure of these funds.

SECTION VI – PROCUREMENT AWARD METHODS

4. **Professional Services** - Contracted professional services including but not limited to architectural, engineering, consultative, or advisory services can be selected from a source identified as providing the expertise and availability on the particular topic at the discretion of the applicable Department Head. The Department Head will negotiate fees in compliance with state law when applicable. For fees for services not governed by state law, the Department Head will utilize industry standards and market conditions in negotiating fees. No special authority is necessary unless the Executive Director of School Nutrition and Procurement Services challenges a purchasing action as an abuse of this exception. The Chief Operations Officer, along with the Chief Financial Officer, shall be the determining authorities for such a challenge.
5. **Charter Bus Services** – Charter bus services are procured in some cases for off-site student events such as, but not limited to, field trips, athletic, music, academic or other events and competitions. Student safety is the primary concern in such instances. Therefore, charter bus services are excluded from the formal competitive solicitation process. CCSD Risk Management will maintain a list of carriers that have been pre-approved for liability purposes.

SECTION VII – COMPETITIVE SOLICITATION PROCESS

Specific requirements and conditions will apply to all competitive solicitation methods.

Requirements and Conditions

1. **Non-Restrictive Specifications and Procedures** – Procurement Services endeavors to use non-restrictive specifications and procedures that conform to accepted public procurement practices whenever possible. Vendors are invited to inform the Executive Director of School Nutrition and Procurement Services whenever specifications or procedures appear not to be fair and open. Such information should be supplied as early as possible in the procurement process to allow time for necessary corrections prior to the scheduled opening date. Information that is received less than five days prior to the scheduled bid opening/proposal closing will not be acted upon unless the Director rules it is in the best interest of CCSD.
2. **Advertisement of Solicitation** – The policy of CCSD is to give every vendor an equal opportunity to submit responses to CCSD solicitations. However, solicitation notices may be sent to only a portion of the vendor list. Solicitations are posted to the internet and on the Georgia Procurement Registry to provide all vendors an equal opportunity. It is the responsibility of interested vendors to check CCSD “Current Solicitations” website for business opportunities with CCSD.
3. **Invitation for Bid/Request for Proposal/Request for Quote Document** – The solicitation document is a notice used by CCSD to solicit bids/proposals/quotes to provide goods or services and should not be construed as an order by CCSD to make any purchase. The vendor is expected to review instructions and conditions of the Invitation for Bid (IFB)/Request for Proposal (RFP)/Request for Quote (RFQ) and submit all information and signatures as required. The vendor’s bid/proposal/quote response must be returned to Procurement Services before the time and date indicated within the solicitation documents. The response receipt time is determined by the official date/time stamp of CCSD Procurement Services. The use of any bid/proposal/quote form containing terms and conditions that conflict with the solicitation or these policies constitutes a counteroffer and may not be accepted.
4. **Addendum to or Cancellation of Solicitation Documents** - CCSD may revise a solicitation document by issuing an addendum 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, CCSD may postpone opening or receipt of a solicitation in order to give vendors sufficient time to respond to the addendum. CCSD may withdraw or cancel a solicitation document at any time prior to the award of a contract. In such cases, a notice of cancellation will be issued. It is the responsibility of interested vendors to check CCSD “Current Solicitations” website for additional information throughout the solicitation process.
5. **Combining Solicitation Documents** – A vendor must 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 alternate offers reveal that more economical supplies, materials, equipment, or services than those requested exist, CCSD reserves the right to make an award to the alternate bidder/offeror as long as it is responsive and meets the requirements and specifications in the solicitation document. If the alternate suggests that changes to the specifications would result in a more desirable solicitation, cancellation and re-solicitation may occur with modified specifications. Procurement Services has the sole discretion as to the best course of action in the best interest of CCSD.

SECTION VII – COMPETITIVE SOLICITATION PROCESS

7. **Communication with CCSD Staff during a Solicitation** – Vendors are barred from any contact with CCSD staff (other than through Procurement Services) concerning a solicitation during the term of the solicitation and evaluation (other than through Procurement Services.) All questions concerning a solicitation must be directed in writing to the Procurement Services staff member identified in the solicitation document. Vendors should refer to the IFB or RFP number when making an inquiry. Inspections and/or site visits must be coordinated through the Procurement Services office. Procurement Services cannot respond to inquiries concerning bid/proposal tabulations during the evaluation period. Upon completion of the evaluation process, this information is a matter of public record. All vendors are invited to attend the public opening of bids. RFPs do not have a public opening; however, vendors can inspect the RFP evaluation documents and tabulation upon completion of the evaluation process.
8. **Communication with CCSD Board Members during a Solicitation** – Vendors may not contact any elected official to discuss the IFB/RFP solicitations or IFB/RFP opportunities. Contact of this nature will result in immediate disqualification of vendor.
9. **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 CCSD by inclusion in the Purchase Order/Notice of Award, all provisions of the terms and conditions of the solicitation document will become a part of any contract awarded. Taking exceptions to CCSD terms and conditions may be cause for rejection of vendor's response.
10. **Source Inspection** – By submitting an offer to CCSD, the vendor agrees to permit CCSD the right of inspection at the vendor's plant or facilities. Upon request, the vendor shall provide all reasonable access to facilities and assistance for the safety and convenience of the appointed representative in the performance of such inspection.
11. **Freight Charges** – All offers received will be F.O.B. destination, unless specified otherwise in the solicitation.
12. **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 must be submitted as requested and without added conditions.
13. **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.
14. **Partial Payment** – CCSD does not issue partial payment against a purchase unless otherwise specified in the applicable solicitation.
15. **Vendor Address** – All correspondence, including Notices of Award will be sent to the address appearing on the Proposer Information and Agreement page of the vendor's response. Vendors wishing to have payments mailed to an address other than that shown on the Proposer Information and Agreement page should so indicate. Purchase Order(s) will be emailed to the email address listed or faxed to the number specified in the vendor's response.
16. **Certificate of Non-collusion/Signature on Offers** – Some IFBs and RFPs may contain a certificate of non-collusion which must be signed by an authorized representative of the bidder/proposer. Such a person shall include his or her title, and if requested, shall supply verification of authority to bind the company in contract. In some instances, this certificate is required by law, and failure to sign and submit it with the bid/proposal will automatically result in its rejection.

SECTION VII – COMPETITIVE SOLICITATION PROCESS

17. **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.
18. **Discounts** – Any discount offered CCSD 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 CCSD is entitled to a discount, the period of computation will commence on the receipt of a correctly completed invoice indicating the discount. If CCSD is entitled to a discount under the contract, but the invoice does not reflect the existence of a discount, and CCSD pays the invoice, it shall be entitled, upon demand, a credit in the amount of such discount. Payment of invoices owed by CCSD shall be made whenever possible within thirty (30) days of the receipt of the goods/services with receipt of a correct invoice, unless otherwise provided for in the solicitation document or resulting contracts.
19. **Taxes** – CCSD is prohibited from paying or reimbursing a vendor for any taxes that may be lawfully imposed on the vendor.
20. **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 shall submit catalog excerpts, specifications, or other materials suitable for use in the evaluation of the product offered. Any such materials shall become official records of CCSD. CCSD will, at its sole discretion, determine whether a substitute is equivalent to the product(s) specified and may require the bidder/proposer to supply additional descriptive material, samples, or other proof if needed.
21. **Samples** – Samples of items, when required by CCSD, must be furnished free of charge. Samples furnished will be returned upon request, at the vendor's expense, unless consumed in examination/testing or retained for verification purposes. Such requests and arrangements should be made at the time samples are submitted. Each sample submitted must be clearly labeled, with the vendor's name, manufacturer's brand name and number, and the solicitation number. No samples will be returned until after a contract award has been made. Samples submitted by the successful vendor may, in some instances, be held for comparison with the merchandise furnished, and will not be returned until all the merchandise ordered pursuant to the contract has been delivered and inspected. Failure on the part of the vendor to submit requested samples within time specified may be cause for rejection of the bid/proposal. Samples not claimed within the time period identified in the solicitation document will become property of CCSD.

SECTION VII – COMPETITIVE SOLICITATION PROCESS

22. **Corrections** – Prior to bid opening or proposal submission, errors may be stricken, and corrections entered provided 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.
23. **Acceptance Period** – Procurement Services generally requires a minimum of thirty (30) business days to evaluate bids/proposals for award. Therefore, those that limit the acceptance period may be rejected.
24. **Response Time** – It is the intent of the Procurement Services Department to offer bids and proposals in ample time for proper response. However, any response received after the designated time, as determined by the official date/time stamp in Procurement Services, will be deemed late and may not be considered by CCSD. In addition, it is the vendor's responsibility to ensure timely receipt of any addenda, responses to vendor questions, or other communications that may be necessary during the solicitation period. Following receipt of vendor responses to a solicitation, it is the vendor's responsibility to be available via email, phone and/or fax during the review process if clarification or additional information is required. If clarification or additional information is requested, the responsibility rests on the vendor to ensure that CCSD receives said information prior to the deadline(s) indicated. In the event clarification or additional information is provided via email or fax, a signed, original hard copy of this information must be submitted to the Procurement Services Department no later than the next business day after the information's due date. The hard copy will serve as the legal document; it must match the fax/email copy.
25. **Rejection of Responses** – CCSD Procurement Services reserves the right to reject any and all offers submitted in response to any solicitation document, to reject any portion thereof, to accept portions of the offer from several proposers, or to waive any minor irregularity. CCSD Procurement Services reserves the right to award a solicitation under the most beneficial economic terms for CCSD.
26. **Re-solicitation** – If at any time during the purchasing process the integrity of the process has been compromised or a substantial error has occurred, the solicitation may be canceled. The purchase may be re-solicited if CCSD Procurement Services so desires.
27. **Revision or Withdrawal of an Offer** – A bid/proposal may be revised or withdrawn by the vendor prior to the opening date and hour. After the bid opening or receipt of proposal, Procurement Services may, in its sole discretion, permit withdrawal when the best interest of CCSD would be served. Generally, withdrawal will only be allowed in cases where there has been an honest mistake not resulting from negligence and the mistake is clearly ascertainable.
28. **Law** – Contracts awarded by Procurement Services are to be interpreted and construed in all respects according to the laws of the State of Georgia. Should any dispute arise as the result of a bid or proposal, the dispute will be settled in accordance with Georgia law.
29. **Resolving Tie Bids/Proposals** – A tie bid/proposal exists when two or more vendors submit the identical manufacturer and model number of a product that meets all specifications, terms, and conditions at identical prices. In case of tie bid/proposal, and subject to compliance with state and federal regulations and guidelines, the award will be made as follows:
 - a. Preference to an in-county vendor;
 - b. Preference to an in-state vendor;
 - c. If applicable, the solicitation will be awarded to the vendor producing the goods made in Georgia;
 - d. Preference to the vendor with the lesser total awarded dollar volume; and
 - e. If these preferences are insufficient for resolution, drawing lots in a public forum will resolve the tie.

SECTION VII – COMPETITIVE SOLICITATION PROCESS

Solicitation Process – Request for Quote (RFQ)

When a RFQ is required,

1. Written quote specifications will be developed based on the Formal Solicitation Request form submitted by the school/department. Procurement Services will, at a minimum, email the RFQ to a portion of prospective vendors on CCSD's Vendor List.
2. Procurement Services will attempt to obtain a minimum of three competitive quote responses via email.
3. Vendors are required to complete the RFQ form(s) and submit to Procurement Services by the date stated in the RFQ.
4. After quote responses are evaluated, Procurement Services will issue an award notice to the lowest responsive, responsible proposer(s) meeting specifications and requirements in the RFQ.
5. A tabulation of all quotes received will be developed and made available for review.

Solicitation Process – Sealed Bidding

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

1. When sealed bidding is required, an Invitation for Bid (IFB) will be posted on the Procurement Services website, posted on the Georgia Procurement Registry, and notification sent to all or a portion of prospective vendors on CCSD's Vendor List for the requested commodity or service.
2. IFB solicitations will designate a date and time bids will be publicly opened and read. Bid responses will not be accepted after the stated time and at location other than that which has been stated.
3. Bid responses must be submitted in a sealed, separate envelope or package; signed, sealed, and mailed/delivered to the address shown on the solicitation document. It is imperative that the vendor place the bid number and the vendor's name on the outside of the envelope since this is how it is to be identified. CCSD cannot be responsible for the receipt of bids/proposals not properly identified or mailed/delivered to the wrong address.
4. When all bid responses are unreasonable or unacceptable as to terms and conditions, are non-competitive, or the low bid exceeds available funds, and it is determined in writing by Procurement Services that time or other circumstances will not permit the delay required to re-solicit competitive bids, a contract may be negotiated provided that each responsible vendor who submitted such a bid under the original solicitation is notified of the determination and is given a reasonable opportunity to negotiate. In cases where the bids received are non- competitive or the low bid exceeds available funds, the negotiated price shall be lower than the lowest rejected bid of any responsible vendor under the original solicitation.
5. For all purchases accomplished by IFB, the award will be made to the lowest responsive and responsible vendor. This is the vendor who submits the lowest price, whose bid meets the specifications, terms, and conditions set forth in the IFB, and who is clearly capable of delivering the product or services specified. The lowest responsible vendor will not, therefore, always be the vendor who has submitted the lowest monetary bid. Award of bids will be made in the best interest of CCSD. An award letter will be issued to the awarded vendor(s).
6. The Executive Director of School Nutrition and Procurement Services is authorized to waive informalities, technicalities, irregularities, and administrative mistakes in bids.
7. A tabulation of all bids received will be developed for review.

SECTION VII – COMPETITIVE SOLICITATION PROCESS

Solicitation Process – Request for Proposal (RFP)

A Request for Proposal (RFP) may be used to solicit offers for goods or services when price is not the sole determining factor being considered for award or when the Executive Director of School Nutrition and Procurement Services determines that the use of competitive sealed bidding is not advantageous to CCSD.

1. Adequate public notice of the RFP shall be given in the same manner as provided for competitive sealed bidding.
2. The RFP shall state the relative importance of price and other evaluation factors. Price will be included as part of the determination of best value.
3. An evaluation committee will evaluate responses based upon published evaluation criteria
 - a. All voting members of the evaluation committee must be identified prior to beginning the evaluation process and will be required to sign an electronic Declaration of Conflict of Interest Form.
 - b. Non-voting members may be identified and allowed to participate in all or part of the evaluation meetings on an as needed basis when it is determined to be in the best interest of the District.
 - c. The evaluation committee may call upon individuals from within or outside the school district to assist with interpretation of information provided by vendors in response to a solicitation when the evaluation committee does not believe they have adequate knowledge to analyze the response. These individuals will be considered non-voting members of the evaluation committee.
 - d. Committee members should refrain from discussing responses outside of evaluation meetings.
 - e. A member of Procurement Services must be present at all meetings between responding vendors and evaluation committee member(s) during the evaluation period. This includes meetings about projects outside the scope of the solicitation (i.e., existing contracts).
4. The RFP solicitation will designate a date and time offers are due. Offers will not be accepted after the stated time and location than that which has been stated. There is no public opening of RFP responses.
5. RFP responses must be submitted in a sealed, separate envelope or package as specified in the RFP document. RFPs usually require that the non-cost section of the response be submitted in a separate envelope from the cost form. Responses should be labeled with the vendor's name, the RFP number and name, the due date and time, and whether the contents are the cost or non-cost section of proposal. CCSD will not be responsible for the receipt of proposals not properly identified or mailed/delivered to the wrong address.
6. Proposals will be evaluated and scored based on the published criteria.
 - a. During the evaluation phase, discussions may be conducted as needed with vendors.
 - b. These discussions are for the purpose of negotiations, clarifications, and to assure full understanding of and responsiveness to the solicitation requirements. Vendors will be accorded fair and equal treatment with respect to an opportunity for discussion and revision of proposals.
 - c. A determination of competitive range may be made during the evaluation process.
 - d. Procurement Services may permit revisions, after submission and prior to award, for the purpose of obtaining Best and Final Offers (BAFO). In conducting any such discussions, no disclosure will be made of any information derived from proposals submitted by competing vendors.

SECTION VII – COMPETITIVE SOLICITATION PROCESS

7. The Executive Director of School Nutrition and Procurement Services is authorized to waive informalities, technicalities, irregularities, and administrative mistakes in proposals.
8. When all proposal responses are unreasonable or unacceptable as to terms and conditions, are non-competitive, or the best value response exceeds available funds and it is determined in writing by Procurement Services that time or other circumstances will not permit the delay required to re-solicit competitive proposals, a contract may be negotiated provided that each responsible vendor who submitted such an offer under the original solicitation is notified of the determination and is given a reasonable opportunity to negotiate. In cases where the proposals received are non-competitive or the best value exceeds available funds, the negotiated price shall be lower than the lowest rejected offer of any responsible vendor under the original solicitation.
9. A tabulation and evaluation of proposals shall be prepared and made available after award of contract for review.
10. An RFP award will be made to the responsive and responsible vendor whose proposal is determined in writing to be in the best interest of (best value to) CCSD, taking into consideration price and the evaluation factors set forth in the RFP document. The RFP file will contain the scoring template used to evaluate all proposals and determine an award.
11. An award letter will be issued to the awarded vendor(s).

Cooperative Purchasing

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

Statewide Contracts

CCSD accepts the use of Georgia Department of Administrative Services Statewide Contracts which are established for the benefit of both State and Local government entities throughout Georgia. By leveraging the State's purchasing power, statewide contracts may be used for a variety of products, services, and equipment. State and Local governments benefit from the convenience and competitive pricing of these pre-established contracts. Contracts may include commonly used commodities such as office supplies, office furniture, motor vehicles, temporary staffing, building supplies, and many other commodities and services.

SECTION VIII – CONFLICT OF INTEREST

An interest may be defined as a commitment, goal, or value held by an individual or an institution. A conflict of interest is defined as a situation that has the potential to undermine the impartiality of a person because of the possibility of a clash between the person's self-interest and professional interest or public interest. Standards of Conduct

Standards of Conduct

District employees shall not engage in unethical behavior or compromising practices in relationships, actions and communications with present or potential suppliers, contractors or sub-contractors. Further, District employees shall avoid the intent or appearance of unethical behavior or compromising practices in relationships, actions and communications with present and potential suppliers, contractors or sub-contractors.

District employees or consultants are expressly prohibited from soliciting, demanding or accepting directly or indirectly, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service in connection with the following:

1. Approving, disapproving, recommending or preparing any part of a purchase request; and
2. Influencing the content of any specification or procurement standard, rendering of advice, investigation or audit.

Purchases from Board members or companies in which the Board member or a member of his/her immediate family has a controlling interest are prohibited (CCSD Board Policy BHA). Purchases from employees or companies in which the employee, spouse or children have a controlling interest and are in a procurement decision-making role are prohibited.

Employees of the Cherokee County School District who are engaged in the selection, award and administration of contracts shall abide by the following:

1. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
2. The officers, employees, and agents of the school system may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.
3. No employee, officer, or agent of Cherokee County School District shall engage in or have a financial interest, directly or indirectly, in any activity that conflicts or raises a reasonable question of conflict with assigned duties and responsibilities.
4. No employee, officer, or agent of Cherokee County School District shall not engage in work of any type where the source of information concerning customer, client, or employer originates from any information obtained through the school system.
5. No employee who is currently employed by, or is a consultant to or who is under contract to a potential vendor, shall participate in the decision-making-process for evaluation of a contractor or sub-contractor.
6. No employee who is negotiating or has an arrangement concerning future employment or is contracting with a potential vendor shall participate in the decision-making-process of a contractor or sub-contractor.
7. In addition, all employees shall comply with the Code of Ethics for Educators by the Georgia Professional Standards Commission. Violators of the Code of Ethics shall be subject to disciplinary action, including but not limited to, termination of employment with the district.

SECTION VIII – CONFLICT OF INTEREST

Chain of Command

Any District employee who observes or suspects unethical behavior in the procurement of goods or services, including a potential conflict of interest, should report that behavior or suspicion, to the following individuals or offices, as appropriate under the circumstances:

1. The individual's supervisor;
2. The Executive Director, Nutrition and Procurement Services;
3. The Chief Financial Officer;
4. The Chief Human Resource Officer;
5. The Superintendent's Office; or
6. The Board of Education.

The employee reporting the behavior or suspicion will make the report to the lowest level. Levels may be skipped if one of the listed positions is involved in the potential conflict of interest. The supervisor will report the information to the Chief Financial Officer and the chief Human resources Officer for review and investigation.

Violations of the Conflict of Interest Policy

Violation of these standards will result in reporting of said personnel to the superintendent/designee and if appropriate, local authorities. The superintendent or his/her designee shall be responsible for initiating the investigation. If an investigation substantiates occurrence of a fraudulent activity, the superintendent/designee shall issue a report to the appropriate personnel and to the Board of Education. Final disposition of the matter and any decision to file a criminal complaint or refer the matter to the appropriate law enforcement and/or regulatory agency for independent investigation shall be made in consultation with legal counsel. Any misconduct could result in suspension, loss of employment, and any other consequences that are applicable by law.

Nominal Items

There are situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. These items are reasonable and not given in order to improperly influence business decisions. Items of nominal value are those items that are \$25 or less in value. Items may include a perishable item, meal, certificate, plaque, and token promotional items.

Best Practices

Training on the Conflict of Interest Policy occurs annually. Each Cherokee County School District employee is required to complete the online training through Vector at the beginning of the year. New hires are also required to complete this course upon hire. Information on how to utilize the online training module is emailed to all CCSD employees by the Director of Human Resources. After successfully completing the online training module, a record is made that the employee has completed the training. The HR Director monitors to ensure that 100% of employees have completed the required training on Conflict of Interest. Documentation is maintained in the HR office. The Conflict of Interest Policy, GAG, is available on the system website. Additionally, Code of Ethics training is completed by all staff each year.

Through Bonfire (CCSD's online procurement solicitation portal), the District requires all committee members making award decisions to sign and submit a Conflict of Interest certification prior to serving on the evaluation committee. The employee cannot advance and proceed to the scoring of documents until the certification is signed. If a committee member indicates a conflict of interest exists, they are excused from serving on the committee.

SECTION VIII – CONFLICT OF INTEREST

The following procedures regarding conflict of interest are made available to employees:

1. Conflict of Interest Policy, GAG on the District website.
2. Board Member Conflict of Interest, BHA, on the District website.
3. Procurement Services Department Policies and Procedures on District intranet.

SECTION IX – CONTRACT ADMINISTRATION

The following provisions set forth the procedures and requirements for proper contract administration by Procurement Services as well as minimum expectations of vendor performance.

1. **Delivery** – All deliveries of goods and services will be net prices, including all costs, and will be F.O.B. destination unless otherwise specified in the solicitation. CCSD reserves the right to cancel an order or any unfilled portion if shipment is not made as specified.
2. **Payment** – Authorization for payment will be made to CCSD Accounts Payable Department by the ordering school/department who has acknowledged receipt of the goods or services when orders have been delivered completely and in satisfactory condition.
3. **Tests** – The Executive Director of School Nutrition and Procurement Services is authorized to require appropriate tests of samples submitted with solicitations to determine their conformance with specifications. In performance of tests, the Director may use qualified laboratory facilities. If samples meet the required specifications, all expenses for tests and inspection will be paid by CCSD. If specifications are not met, the vendor will pay all expenses for tests and inspections.
4. **Quality Control** – Quality control is the process by which the vendor ensures that items or services produced for CCSD conform to the contract requirements. Responsibility for quality control is placed on the vendor. CCSD personnel responsible for receipt of the product or service shall report unsatisfactory performance via email to the Executive Director of School Nutrition and Procurement Services:
 - a. Any failures by the vendor in complying with established quality procedures and principles;
 - b. Any instances of unsatisfactory products or performance; and
 - c. Any unauthorized substitutions.
5. **Quality Assurance** – Quality assurance is the method used by CCSD to determine whether the product or service delivered by a vendor meets contract requirements. Quality assurance may involve:
 - a. Visual inspection of processes or end products by appropriate CCSD personnel to determine conformity with contract standards or requirements; and
 - b. Observations, conduct, or documentary review of physical or performance tests.
6. **Documentation** – Factual and comprehensive documentation of vendor noncompliance is essential to contract enforcement and successful resolution of any subsequent legal proceedings. CCSD personnel responsible for quality assurance shall ensure proper documentation by compiling detailed inspection results. Information documented must include as a minimum:
 - a. Solicitation number, vendor's name, name of person completing documentation and date, time, and location of observation;
 - b. Item, component, material, process, or service observed, and whether satisfactory or unsatisfactory;
 - c. If observation is unsatisfactory, details sufficient to show the specific defect(s) location, dimensions, severity, reason (if apparent), and any other pertinent information; and
 - d. Vendor's representative to whom the defect was reported (if any), signature (if possible), and any response regarding the defect.
7. **Contracts and Assignment** – A written Purchase Order or Notice of Award furnished to the successful vendor within the time specified in the solicitation document results in a binding contract without further action by either party. Once awarded, contracts are not assignable in whole or in part without the express written consent of the Executive Director of School Nutrition and Procurement Services.

SECTION IX – CONTRACT ADMINISTRATION

8. **Contract Option** – Some contracts contain option clauses describing the conditions under which a contract resulting from a solicitation document may be renewed.
9. **Contract Extension/Renewal** – The Executive Director of School Nutrition and Procurement Services may at his/her discretion extend or renew a contract for such period as may be necessary to afford CCSD a continuous supply of the items or a service listed in a term contract. Extensions/renewals are authorized in the event that a contract shall expire or be likely to expire prior to the making of an award for a new contract.
10. **Security Interest, Liens, Claims and Encumbrances** – No vendor may acquire a security interest in supplies, materials or equipment sold to CCSD. No vendor may sell to CCSD goods and services that are subject to any liens, claims, or encumbrances of any kind.
11. **Advisory Services** – CCSD recognizes the value of advisory or consulting services that vendors often provide. Services of this type will nonetheless be regarded as normal sales effort and no preferential treatment will be given to vendors providing such services when contracts are awarded. Moreover, no compensation may be paid for any such services unless they were provided pursuant to an existing contract. Procurement Services shall be made aware of loaner equipment being tested by a school or department. Equipment provided and installed by a vendor for the purpose of demonstration will not be given preferential recognition in contract awards and CCSD will not be liable for any charges or costs incurred by vendors in making such equipment available, nor shall CCSD be under any obligation to purchase or pay in any manner when a vendor, upon the request of an employee of CCSD, delivers the equipment or other products for test or trial.
12. **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 shall notify the ordering school or department of the back order condition including the expected shipment or delivery date. The necessity to back order may be deemed a breach of contract and CCSD may choose to cancel the purchase order.
13. **Payment Withheld** – Payment for any item delivered pursuant to an order may be withheld by CCSD until all requirements of the contract or order have been complied with in full.
14. **Substitutions** – Substitution is the shipment of an item that does not conform to the specifications of the purchase order. The Executive Director of School Nutrition and Procurement Services or his/her designee must approve proposed substitutions in writing. Items that do not meet specifications will be returned to the vendor at vendor's expense. The refusal of CCSD to accept a substitution does not relieve the vendor of its obligation to provide the item or items called for in the contract.
15. **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 CCSD, and the risk of loss will remain with the vendor until actual delivery. The vendor shall make any claim for loss or damage incurred during the delivery directly to the carrier. CCSD will note all damage incurred in transit on the freight bill and will notify the vendor. The vendor shall make immediate replacement of the damaged merchandise. If damage is to a small quantity only, and CCSD will not be inconvenienced because of the shortage, the vendor may, with the consent of the Executive Director of School Nutrition and Procurement Services or his/her designee, deduct the amount of damage or loss from their invoice in lieu of replacement.
16. **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 to ensure that delivery will be made in accordance with the contract. Failure to deliver in accordance with the contract may result in the vendor being declared in default.
17. **Receipt by CCSD** – Quantities, units and prices on all shipping documents must match those on the purchase order. If the contract requires proof of quality, such proof must accompany the shipment.

SECTION IX – CONTRACT ADMINISTRATION

18. **Inspection** – Delivery does not constitute acceptance. All supplies, materials and equipment delivered to CCSD shall be subject to inspection and testing. Items that do not meet specifications will be rejected. Failure to reject upon receipt however does not relieve the vendor of its liability. If tests subsequent to delivery reveal a failure to meet specifications, the vendor shall be deemed to have breached its contract.
19. **Vendor Complaints** – In the event Procurement Services determines that the vendor's performance has not been in accordance with its contract, the Executive Director of School Nutrition and Procurement Services or his/her designee may send written notification to the vendor of the complaint requiring the vendor to submit a plan of corrective action. This includes providing accurate invoices.
20. **Cancellation of Purchase Orders or Contracts** – No cancellation of CCSD purchase orders may be made unless in writing and signed by the Executive Director of School Nutrition and Procurement Services. CCSD may, at its sole discretion, grant a vendor's request to cancel an order and release a vendor from its contract if the vendor is prevented from performing its contractual obligations by 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 Executive Director of School Nutrition and Procurement Services. Procurement Services reserves the right to cancel all contracts with any vendor who fails to perform on any given contract or order.
21. **Additional Terms** – CCSD shall not be bound by any terms and conditions included in any vendor's packaging, invoice, catalog, brochure, technical data sheet, or other documents which attempt to impose any condition at variance with or in addition to the terms and conditions contained in any contract or purchase order executed or issued by CCSD or by such user agency.
22. **Contract Revision/Adjustment** – The Executive Director of School Nutrition and Procurement Services may, at 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 CCSD provided that all School Board policies and administrative rules are followed. Documentation of such adjustment shall be included in the official solicitation file.

SECTION X - FORMAL PROTEST OF AN AWARD OR DECISION TO AWARD

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

1. All protests disputing a competitive solicitation award must be submitted in writing to the Executive Director of School Nutrition and Procurement Services within five (5) business days of the award date of the solicitation. All protests purporting irregularities in the solicitation process or any violation of federal or state law with respect to the solicitation process must be submitted in writing to the Executive Director of School Nutrition and Procurement Services within five (5) business days of when vendor knew or should have known of the irregularities or the award date of the solicitation, whichever occurs first. Any protests disputing a sole source or emergency purchase must be submitted in writing to the Executive Director of School Nutrition and Procurement Services within five (5) business days of the award date, or purchase order issue date, whichever occurs first. Any protest received after the time periods set forth above may not be considered. CCSD will only consider protests from vendors who submitted a timely bid/proposal for the applicable contract or those who were prevented from doing so due to an alleged irregularity.
2. The initial protest should include all matters the vendor wishes CCSD to consider in deciding the protest outcome. At a minimum, the protest must include the following:
 - a. Appropriate identification of the solicitation;
 - b. School name and project description (if applicable);
 - c. Nature of protest;
 - d. Documentation supporting the protest and/or allegations, including any supporting exhibits and/or evidence;
 - e. Statement of the specific relief requested; and
 - f. Protest must be signed by a company officer authorized to sign contracts on behalf of the vendor submitting the protest.
3. An aggrieved vendor may supplement its protest with supporting exhibits, evidence or documents that were not available at the time of the initial protest filing. However, such supplemental documentation must be provided to CCSD as soon as such documentation is reasonably available and must be provided prior to any ruling on the protest. Issues not raised in the initial protest may, at CCSD's discretion, be deemed waived with prejudice.
4. Protests should be sent by U.S. Mail, overnight delivery, hand delivery or e-mailed to:

Cherokee County School District
Executive Director of School Nutrition and Procurement Services
1205 Bluffs Parkway
Canton, GA 30114
tina.farmer@cherokeek12.net or purchasing@cherokeek12.net

The outside of the envelope or subject line of email should clearly state "Protest IFB/RFP/RFQ xx-xx" in large, bold letters.
5. Protests will be deemed received when they are physically received by the Procurement Services Department. Faxes are unacceptable methods of delivery and will be rejected.

SECTION X - FORMAL PROTEST OF AN AWARD OR DECISION TO AWARD

6. CCSD will thoroughly review and evaluate all protests and base the decision on the merits of the protest. A written response will be provided by CCSD within ten (10) business days of the receipt of the protest. Any appeal must be filed within three (3) business days of the Executive Director of School Nutrition and Procurement Services' protest decision. Protest appeals must be sent in the same manner and to the same address provided above. Appeals will be reviewed by the Chief Financial Officer and a written response will be provided. The Chief Financial Officer's decision as to any appeal shall be final.

SECTION XI -SUSPENSION AND DISQUALIFICATION

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

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

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

1. Appeals will be deemed received when they are physically received by the Procurement Services Department via U.S. Mail overnight delivery, hand delivery or emailed to:

Cherokee County School District
Executive Director of School Nutrition and Procurement Services
1205 Bluffs Parkway
Canton, GA 30114
tina.farmer@cherokeek12.net or purchasing@cherokeek12.net

The outside of the envelope or subject line of email clearly states "Appeal of Suspension/Disqualification" and your company's name in large, bold letters.

2. Describe nature of appeal;
3. Include any supporting documentation, exhibits or evidence;
4. Include a statement of the specific relief requested; and
5. Appeal must be signed by a company officer authorized to sign contracts on behalf of the vendor submitting the appeal.

Appeals will be thoroughly reviewed by the Chief Financial Officer and a written response to the vendor provided. The Chief Financial Officer's decision on the suspension or disqualification will be final. During the notification and appeal period, IFB, RFP or RFQ responses submitted by the appealing vendor will not be considered by CCSD.