



COBB COUNTY
SCHOOL DISTRICT

PROCUREMENT SERVICES

DEPARTMENT

PURCHASING REGULATIONS

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PART I
PURCHASING REGULATIONS

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

Guidelines

The school system must buy supplies and services from the business community to operate. The Cobb County Board of Education will appropriate funds that will be used by the Superintendent through his agent, the Director of Procurement Services, to procure the required goods and services. The guidelines in which the purchasing function shall operate, including 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 Director of Procurement Services as the Purchasing Agent and Chief Procurement Officer for the CCSD.

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

Purchases shall be made only after the Board has appropriated funds. All purchasing activities on behalf of the CCSD will be in accordance with these regulations.

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

PART II
PURCHASING AUTHORITY

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

Central Purchasing

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

PART III
RESPONSIBILITIES

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

Responsibilities

A. The Board of Education shall:

1. Provide policy for the purchasing system;
2. Appropriate funds from which purchases for goods and services are executed;
3. Approve or disapprove recommendations of the Chief Financial Officer, the Deputy Chief Financial Officer and/or the Director of Procurement Services;
4. Provide general oversight over the purchasing system.

B. The Superintendent shall:

1. Develop and recommend to the Board policy to ensure efficient and economical purchasing in support of the CCSD operations;
2. Supervise the Director of Procurement Services through the Chief Financial Officer and the Deputy Chief Financial Officer;
3. Accept authority to purchase given by the Board and delegate day-to-day authority to the Director of Procurement Services;
4. Exercise authority for purchasing not delegated to the Director or other designees.

C. The Chief Financial Officer and Deputy Chief Financial Officer shall:

1. Directly supervise the Director of Procurement Services;
2. Provide direction to solving specific problems affecting purchasing.

D. The Director of Procurement Services shall:

1. Serve as Purchasing Agent and Chief Procurement Officer for the Board of Education;
2. Supervise the day-to-day activities of Procurement Services;
3. Contract for the purchase or acquisition of supplies, materials, equipment and services, as may be required and funded;
4. Ensure all contract actions are in compliance with State laws and regulations;

5. Procure goods and services of a quality to meet the needs of the CCSD at pricing that provides best value;
6. Promote efforts to assure all business enterprises have an equal opportunity to participate and share in the purchasing activity of the CCSD;
7. Ensure full and open competition is obtained on all purchases within parameters set forth in these and other CCSD regulations;
8. Provide direction and guidance for the operation of Purchasing Management;
9. Maintain a vendor list that fosters full and open competition;
10. Maintain a standard purchasing nomenclature for purchased items;
11. Take advantage of economies of scale by buying in quantity when advantageous to CCSD;
12. Take advantage of all tax exemptions;
13. Determine the appropriate purchasing method for each purchasing action;
14. Establish and maintain a purchasing system of quality and integrity;
15. Sell surplus CCSD property at auction, sealed bid, online auctions, or on a consignment basis;
16. Establish necessary rules for the operation of Procurement Services and the implementation of CCSD Policy and Regulations;
17. Settle and resolve protests dealing with purchasing actions; and
18. Competitively bid, whenever possible, with Cobb County or other Governmental entities to maximize savings for taxpayers when it is in the best interest of both parties to do so.
19. Compare competitively sought pricing to state wide contract and/or other governmental discounts (i.e. U.S. Communities, WSCA) available to determine best value for the District. Procurement may recommend use of state contract or other available governmental discounts when the contract offers best value to the District.

E. The Customers (departments and schools receiving support from Procurement Services) shall:

1. Provide timely and adequate identification of a requirement, funding, and authorization to procure;

2. Review/approve bids/specifications/quantities;
3. Participate as requested by the Director in pre-bid/proposal conferences;
4. Participate in the review of Bids;
5. Participate or provide third party subject matter expert(s) to participate in the evaluation of RFP's;
6. Provide for any other assistance in the procurement process as may reasonably be requested by the Director;
7. Enter and approve purchase orders;
8. Provide timely and complete on-line receiving reports to Disbursement Services;
9. Provide accurate and timely process of procurement card documentation.

PART IV

UNAUTHORIZED PURCHASES

Definitions, prohibitions and procedures to deal with purchases made outside the purchasing system are established by this regulation (i.e., unauthorized purchases).

Unauthorized Purchase

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.

Definition

An unauthorized purchase is any action taken by an individual, other than the purchasing agent or an individual authorized in writing by the Superintendent acting within the scope of their authority, which could result in a commitment by CCSD to pay for the goods or the services. Except as provided for in these rules and regulations or authorized by the Superintendent in writing, it shall be prohibited for any employee of the CCSD to purchase or to contract to purchase any goods or services, or to make any commitment for CCSD to make payment other than through the Director of Procurement Services.

If any purchase or contract is made contrary to this regulation, the CCSD shall not be bound thereby without a properly executed ratification.

Ratification of Unauthorized Purchase

Basis for Ratification

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

1. Benefit. That the CCSD has or will receive full benefit of the unauthorized purchase.

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

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

PART V
PURCHASING ADMINISTRATIVE LEAD TIME (PALT)

Priorities are established herewith to be used in processing purchasing actions and time frames for processing various purchasing actions that customers may use for planning purposes.

Applicability: This part applies to all purchasing actions by Procurement Services.

A. Priorities:

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

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

B. Purchasing Administrative Lead Time (PALT):

1. Definition –PALT is the time taken to process a purchasing action within Procurement Services from the point when acceptable specifications are presented to Procurement Services to the point that recommendation to award is made. PALT does not include the time required to ready the specifications for solicitation, the time to gain Board approval, 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.
2. Time Frames for PALT –Workload within Procurement Services will serve to increase or decrease PALT to some extent. Other purchases, which may require more extensive preparation of solicitations and approval by the Board of Education, will be affected primarily by increased time if Procurement Services workload is heavy.

PURCHASING ADMINISTRATIVE LEAD TIME (PALT)

	Working Days
Supplies and/or Services between \$10,000 - \$49,999	5—10
Bid	30—35
RFP	30—60

PALT begins when acceptable specifications, ready for release, are presented to Procurement Services by the end user department. PALT ends when a recommendation to award is determined; it does not include time required to research and develop specifications nor the time required to gain Board approval.

PART VI
PROCUREMENT TERM DEFINITIONS

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

- A. Award date – The date on which the written Award Letter is dated.
- B. Best Value - An assessment of the return which 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.
- C. Bid – The response by a vendor to an Invitation to Bid.
- D. Bidder or Vendor – A bidder or 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 submitting the bid, proposal or quote to the Cobb County School District.
- E. Board Approval Date – The date that the Board of Education votes on an award recommendation.
- F. Competition – The process by which all responsible bidders/offerors are allowed to compete.
- G. 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.
- H. Contract Administration – Management of an awarded Bid/RFP including but not limited to:
 - 1. Monitoring vendor for adherence to contract requirements (including price and performance);
 - 2. Periodic meetings with the vendor and end user department;
 - 3. Distribution and summarizing vendor performance surveys;
 - 4. Maintaining file of correspondence after award of Bid/RFP.

- I. Disqualification – Action taken by CCSD to prohibit bidders or vendors from doing business with CCSD for a period of time not to exceed a one-year minimum or a two-year maximum.
- J. Invitation to Bid (ITB) – The solicitation document used by CCSD to solicit offers for the supply of goods and/or services in a sealed bid process.
- K. 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 Director of Procurement Services whenever specifications or procedures appear not to be fair and open. Such information should be supplied as early as possible in the procurement process to allow time for necessary corrections prior to the scheduled opening date. Information that is received less than five days prior to the scheduled bid opening will not be acted upon unless the Director rules it is in the best interest of the CCSD.
- L. Offer – A response to a solicitation document, inclusive of a bid in response to an Invitation to 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. Proposal – The response by a vendor to a Request for Proposal solicitation.
- O. Request for Information (RFI) – The informal solicitation document whereby vendors are asked to present information on the supply of goods or services.
- P. 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 prices, in the evaluation, negotiation and award process.
- Q. Request for Quote (RFQ) – Solicitation of a bid price via telephone, fax or email by an authorized CCSD staff person. Quotations may be used when a purchase is less than \$50,000 or is urgent enough to warrant the bypassing of a bid process.
- R. Response Time – It is the intent of the Procurement Services Department to offer bids and proposals in ample time for proper response. However, any bid received after the

designated time, as determined by the official date/time stamp in Procurement Services, will be deemed late and will not be considered by the CCSD. If bids/proposals are faxed or emailed, the original hard copy of the bid/proposal must be received by Procurement Services the next business day following receipt of the fax/email. The hard copy will serve as the legal document and any changes made on the faxed/emailed copy must show on the hard copy. The CCSD fax number is 770.426.3371. The use of faxed or emailed bid/proposals is discouraged and every effort should be made by the bidder/offeror to deliver the hard copy of the bid/proposal prior to the designated date and time.

- S. 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 to 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.
- T. Responsive – Term used to describe a vendor who has submitted a response to a Bid/RFP/Quote which conforms in all material respects to the requirements set forth in the Bid/RFP/Quote.
- U. Subject Matter Expert/Consultant – person with education and/or experience which uniquely qualifies him or her to perform some specialized service for the using agency.
- V. Solicitation Document – A term used to describe an Invitation to Bid, Request for Proposal, Request for Information, or Request for Quote document.

- W. Suspension – Action taken by CCSD to prohibit bidders or vendors from doing business with CCSD for a period not to exceed 120 days while corrective action is being taken.
- X. 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.

Part VII
PROCUREMENT AND AWARD METHODS

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 District funding shall be based on competitive bids, quotations or proposals as follows:

1. Purchases less than \$1,000 may be accomplished without multiple quotes. Purchaser should use their best judgment when making the purchase.
2. Purchases from \$1,000 to \$9,999.99 may be made at the local school/department level provided two 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.
 - a. For expediency and best value, schools may wish to call Procurement Services for recommended vendors.
 - b. Monthly expenditures should be compared against budgeted funds to avoid “over budget” situations.
3. Purchases from \$10,000 to \$49,999.99 require pricing to be secured by Procurement Services. Schools/departments must use the Request for Quote form available on the website and submit to Procurement Services. Procurement Services will issue a written Request for Quote and make every attempt to solicit at least three competitive quotes.
4. Purchases \$50,000 or more require a formal Bid or Request for Proposal process. Procurement Services will issue the Bid/RFP and make every attempt to solicit at least three responsive and responsible offers. As defined in Board Policy number 2.4, Financial Conditions and Activities, Item 5, Board approval is required for award of Bids/RFPs greater than \$200,000. Check with Procurement Services regarding assistance with the solicitation process and the need for board approval. If a bid/RFP is not currently in place, approximately ninety days lead-time is required to accomplish this. All information to be included in a Board Agenda

Item must be received in Procurement Services a minimum of two days before agenda items are due in Superintendent's offices.

5. 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 insure a reliable source of supply, the Director of Procurement Services is authorized to include an escalation and/or de-escalation clause in the solicitation conditions, which will be a standard price or index as published by a Government Agency, Board or Bureau.

B. EXCEPTIONS TO FULL AND OPEN COMPETITION

Procurement Services recognizes the following situations which necessitate exceptions to full and open competition through competitive solicitation:

1. **Sole/Single Source Purchase**—When supplies or services are readily available from one responsible source. Use of this authority may be appropriate in situations such as the following, (the examples are not intended to be all-inclusive and do not constitute authority in and of themselves):
 - a. When there is a reasonable basis to conclude that the minimum needs can best be satisfied by unique supplies or services readily available from one source with unique capabilities.
 - b. The existence of limited rights in data, patent rights, copyrights, or secret processes; the control of basic raw material; or similar circumstances make the supplies and services available from one source.
 - c. When purchasing utility services (gas, electric power, etc.), circumstances may dictate that only one supplier can furnish the service.
 - d. When the Superintendent or designee has determined in accordance with a program for standardization or continuity that it is in the best interest of CCSD to limit purchases to specified makes and models of equipment and parts to satisfy needs for additional units or replacement items.
 - e. Schools/departments must use the “Sole/Single Source Justification” form, available on the Procurement Services website to submit the following information:

- i. Explain why this is the only product or service that can meet the need of the purchasing agency.
 - ii. Explain why this vendor is the only practical available source from which to obtain this product or service. Include any documentation from the manufacturer or publisher to support the sole source status.
 - iii. Describe what efforts were made to conduct a negotiation to get the best price, delivery, warranty and payment terms for the Cobb County School District. Procurement Services reserves the right to negotiate further with the vendor for discounts, best value, etc.
2. **Emergency Requirement** -- Emergency Requirement can be cited when the need for supplies or services is of such unusual and compelling urgency that the school or the school system would be seriously injured unless it is permitted to limit the number of sources from which to solicit bids or proposals. Use of this authority applies in those situations where delay in award would result in serious injury, financial or other, to CCSD. The Director of Procurement Services shall approve use of this exception, upon recommendation by the division administrator of the user department. It is the customer's responsibility to gain the appropriate approval.
3. **Academic Prerogative** – Academic Prerogative can be cited when contracted services or academic materials, such as books, posters, displays, games 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 catalogue) 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 Director of Professional Learning, Chief School Leadership Officer or Superintendent to provide training to teachers and other certified staff members. Additionally, contracted services for guest performers to provide performances, workshops and/or other

instructional services for the Performing Arts Magnet School(s) and feeder schools for the Performing Arts Magnet(s) can be selected from a source identified as providing the expertise and availability on the particular topic at the discretion of the Performing Arts Magnet School(s) principal(s). No special authority is necessary, unless the Director of Procurement Services challenges a purchasing action as an abuse of this exception. The Chief Academic Officer, along with the Chief Financial Officer, shall be the determining authorities for such a challenge.

4. **Construction Projects** – All improvements to District property must comply with Administrative Rules FJA, FEG, and FEGC. This includes any improvements to existing Cobb County School District (District) property, whether new construction, modification, alteration or renovation, either interior or exterior in nature.

The appropriate exception must be cited on the Purchase Order, FS 213 Performance Contract, Check Request or any other payment option.

PART VIII
COMPETITIVE SOLICITATION PROCESS

A. REQUIREMENTS AND CONDITIONS

The following apply to all competitive solicitation methods:

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 Director of Procurement Services whenever specifications or procedures appear not to be fair and open. Such information should be supplied as early as possible in the procurement process to allow time for necessary corrections prior to the scheduled opening date. Information that is received less than five days prior to the scheduled bid opening will not be acted upon unless the Director rules it is in the best interest of the CCSD.
2. **Advertisement of Solicitation** – The policy of the CCSD is to give every vendor an equal opportunity to submit bids or proposals on CCSD procurement requirements. However, solicitation notices may be sent to only a portion of the vendor list if it is deemed to be in the best interest of the CCSD. Solicitations are posted to the internet and advertised on Public television to provide all vendors an equal opportunity. It is the responsibility of interested vendors to check the CCSD “Current Solicitations” website and public television for business opportunities with CCSD.
3. **Invitation to Bid/Request for Proposal/Request for Quote Document** – The solicitation document is a notice used by the CCSD to solicit bids/proposals/quotes to sell goods or services and should not be construed as an order by CCSD to make any purchase. The bidder/offeror should review instructions and conditions of the Invitation to Bid/Request for Proposal/Request for Quote and affix all information and signatures as required. The bid/proposal/quote documents should be returned to Procurement Services before the time and date indicated for the bid opening or receipt of proposal as determined by the official date/time stamp of CCSD Procurement Services. 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 acceptable

4. **Amendment 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 unusual circumstances, CCSD may postpone opening or receipt of a solicitation in order to notify vendors and give them 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. A notice of cancellation will be issued. It is the responsibility of interested vendors to check the CCSD “Current Solicitations” website and public television for business opportunities with CCSD.
5. **Combining Solicitation Documents** – A vendor should not combine responses to separate solicitation documents. A vendor must submit separate bids or proposals 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, Procurement Services 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 resolicitation may occur with modified specifications. Procurement Services has the sole discretion as to the best course of action in the best interest of the CCSD.
7. **Communication with CCSD Staff During a Solicitation** – Offerors are barred from any contact with the CCSD staff concerning a solicitation during the term of the proposal solicitation and evaluation other than through Procurement Services. No contact, inspections, or site visits with offerors will be made, other than with a member of the Procurement Services staff present. All questions concerning a

solicitation should be directed in writing to the Procurement Services staff member identified in the solicitation document. Vendors should refer to the Invitation to Bid or Request for Proposal number and the opening date when making an inquiry. Procurement Services cannot respond to inquiries concerning bid/proposals tabulations during the evaluation period. This information is a matter of public record, and all bidders/offerors are invited to attend the public opening of bids and/or to inspect the tabulation upon completion of the evaluation.

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 this regulation as well as conditions and instructions included in the solicitation document itself. In the event of conflict between the language in this regulation and the solicitation document, the regulation shall govern. These terms and conditions shall be read carefully prior to the submission of any bid/proposal. Unless a specific exception is noted by the Bidder/Offeror and accepted by the 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.
9. **Source Inspection** – By submitting an offer to the CCSD, the vendor agrees to permit the 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.
10. **Freight Charges** – All offers received will be F.O.B. destination, unless specified otherwise in solicitation.
11. **Minimum Order Pricing** – Offers containing a minimum order/ship quantity or dollar value, unless called for in the solicitation document, will be treated as non-responsive and will not be considered for award. Pricing must be submitted as requested and without 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 Awards and Purchase Orders will be sent to the address appearing on the contract page of the vendor's bid or proposal. Vendors wishing to have orders or payments mailed to an address other than that shown on the contract page should so indicate.
14. **Certificate of Noncollusion – Signature on Offers** – Some Invitations to Bid and Requests for Proposal may contain a certificate of noncollusion, which must be signed by an authorized representative of the bidder/offeror. Such a person shall include his or her title, and if requested, shall supply verification of authority to bind the company in contract. This certificate is required by law, and failure to sign and submit it with the bid/proposal will automatically result in its rejection.
15. **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 bidder/offeror of price escalator clauses, minimum order requirements, or other additional pricing terms not included in the terms and conditions of the solicitation document may be cause for rejection. Pricing must be based upon payment within thirty (30) days.
16. **Cash Discounts** – Any cash discount offered the CCSD must be clearly shown in the space provided in the solicitation document.
 - a. Cash discounts offered from one (1) percent up to five (5) percent for payment in thirty (30) days 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 cash 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 cash discount, and CCSD pays the invoice, it shall be entitled, upon demand, to 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 a correct invoice or goods, whichever is later, unless otherwise provided for in the solicitation document or resulting contracts.

17. **Late Charges** – Bids/proposals containing provisions for late charges, whether designated as interest charges or otherwise, will not be considered for an award. Bidders/offerors are instructed to refrain from presenting any such provisions, as it may be grounds to consider the bid/proposal disqualified and, therefore, rejected.
18. **Taxes** – CCSD is prohibited from paying or reimbursing a vendor for any taxes that may be lawfully imposed on the vendor.
19. **Specifications** – 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 bidder/offeror 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 will be considered provided that the product is clearly equivalent. The bidder/offeror should submit catalog excerpts, specifications, or other materials suitable for use in the evaluation of the product offered. Any such materials shall become official records of CCSD. The Procurement Services Department will, in its sole discretion, determine whether a substitute bid/proposal is equivalent to the product or products specified and may require the bidder/offeror to supply additional descriptive material, samples, or other proof if needed.

20. **Samples** – Samples of items, when required by CCSD, must be furnished free of charge. Samples furnished will be returned upon request, at the bidder/offeror's expense, unless consumed in examination or testing. Such requests and arrangements should be made at the time samples are submitted. Each sample submitted must be clearly labeled, with the bidder/offeror'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 bidder/offeror may, in some instances, be held for comparison with the merchandise furnished, and will not be returned until all of the merchandise ordered pursuant to the contract has been delivered and inspected. Failure on the part of the bidder/offeror to submit requested samples within time specified might 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.
21. **Corrections** – No erasure may be made on bids or proposals. Prior to a proposal submission or bid opening, errors may be stricken and corrections entered provided that the person signing the bid/proposal or their agent initials any such strikeover or addition. No alterations or amendments are allowed after a bid opening or receipt of proposal. Negligence on the part of the preparer confers no right to correct such offers after their opening.
22. **Acceptance Period** – Procurement Services generally requires a minimum of thirty (30) days to evaluate bids/proposals for award. Therefore, those that limit the acceptance period to less than thirty (30) days may be rejected. When it is determined that a time period other than thirty (30) days is appropriate, the solicitation document will so indicate.
23. **Response Time** – It is the intent of Procurement Services to offer bids and proposals in ample time for proper response. However, any bid received after the designated time, as determined by the official date/time stamp in Procurement Services, will be deemed late and will not be considered by the CCSD. **If bids/proposals are faxed or emailed, the original hard copy of the bid/proposal must be received by Procurement Services the next working day following receipt of the fax. The hard copy will serve as the legal document**

and any changes made on the faxed or emailed copy must show on the hard copy. The CCSD Procurement Services fax number is 770.426.3371. The use of faxed or emailed bid/proposals is discouraged and every effort should be made by the bidder to deliver the hard copy of the bid/proposal prior to the designated date and time.

24. **Rejection of Responses** – CCSD Procurement Services reserves the right to reject any and all offers submitted in response to any solicitation document, to reject any portion thereof, to accept portions of the offer from several offerors, or to waive any minor irregularity. CCSD Procurement Services reserves the right to award a solicitation under the most beneficial economic terms for the CCSD.
25. **Re-solicitation** – If at any time during the purchasing process it is found that the integrity of the process has been compromised or that a substantial error has occurred, the solicitation may be canceled. The purchase may be re-solicited if CCSD Procurement Services so desires.
26. **Revision or Withdrawal of an Offer** – A bid/proposal may be revised or withdrawn by the bidder/offeror 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.
27. **Law** – Contracts awarded by Procurement Services are to be interpreted and construed in all respects according to the laws of the State of Georgia. Should any dispute arise as the result of a bid or proposal, the dispute will be settled in accordance with Georgia law.
28. **Resolving Tie Bids/Proposals** – A tie bid/proposal exists when two or more bidders/offerors submit the identical manufacturer and model number of a product that meets all specifications, terms, and conditions at identical prices. In such a situation, three preferences will be used to resolve tie bids/proposals whenever applicable:
 - a. Preference to a Cobb County vendor;
 - b. Preference to an in-state vendor;

c. Preference to the vendor with the lesser total bid dollar volume.

If these preferences are insufficient for resolution, drawing lots in a public forum will resolve the tie.

B. SOLICITATION PROCESS –REQUESTS FOR QUOTES

1. When a RFQ is required, written quote specifications will be developed based on the Request for Quote submitted by the school/department. Procurement Services will, at a minimum, fax or email an Invitation to Quote to all or a portion of all prospective vendors on the CCSD vendor list.
2. Procurement Services will attempt to obtain a minimum of three written, competitive quote responses.
3. Vendors are required to complete the Request for Quote form 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 offeror(s) meeting specifications and requirements in the RFQ. An award letter will be issued to awarded vendor and posted to the CCSD Procurement website.
5. A tabulation of all quotes received will be developed and made available for public inspection.

C. 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, Invitations to Bid will be posted on the Procurement Services website, advertised on public television and notification will be sent to all or a portion of prospective vendors on the CCSD vendor list for the requested commodity or service.
2. Sealed bid solicitations will designate a date and time bids will be publicly opened and read. Bids will not be received after the stated time and at no other location than that which has been stated.

3. Sealed bid responses should be returned in a sealed, separate envelope or package; signed, sealed, and mailed/delivered to the address shown on the bid solicitation document. It is imperative that the vendor place the bid number and the vendor name on the outside of the envelope since this is the means by which it is to be identified. The 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 bidder 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 bidder under the original solicitation.
5. For all purchases accomplished by sealed bidding, the award will be made to the lowest responsive and responsible bidder meeting all terms, specifications and requirements. This is the bidder who submits the lowest price, whose bid meets the specifications, terms, and conditions set forth in the Invitation to Bid, and who is clearly capable of delivering the product or services specified. The lowest responsible bidder will not, therefore, always be the bidder 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 awarded vendor(s) and posted to the CCSD Procurement website.
6. The Director of Procurement Services is authorized to waive informalities, technicalities, irregularities and administrative mistakes in bids.
7. A tabulation of all bids received will be made and will be available for public inspection.
8. If a bidder is in disagreement with a decision of the Director of Procurement Services regarding the bid opening, he/she will have ten (10) working days from

bid opening to present his/her appeal to the Director of Procurement Services.
Failure to meet this time limit will void any appeal or protest.

D. SOLICITATION PROCESS –REQUESTS FOR PROPOSALS

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

1. Adequate public notice of the Request for Proposal shall be given in the same manner as provided for competitive sealed bidding.
2. The Request for Proposal shall state the relative importance of price and other evaluation factors. Price will be included as part of the determination of best value.
3. Teams composed of subject matter experts selected from within the school system will perform evaluation of proposals.
 - a. All voting members of the evaluation team must be identified prior to beginning evaluation process. Non-voting evaluation team members (such as facilities and technology review committee members) will be designated as ex officio members of the evaluation team.
 - b. The evaluation team will evaluate responses based upon published evaluation criteria.
 - c. The evaluation team may call upon Subject Matter Experts 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 completely analyze the response. Subject Matter Experts will not be added as voting evaluation committee members for an RFP.
 - d. Team members should not discuss responses outside evaluation meetings.
 - e. A member of Procurement Services must be present at all meetings between responding vendors, team member and/or their supervisor during

the evaluation period. This includes meetings about projects outside the scope of the solicitation (i.e. existing contracts).

4. An evaluation plan will be prepared prior to RFP due date, which allows for scoring of the proposals according to the evaluation factors and their weighted values.
 - a. A determination of competitive range may be made after initial submission of proposals and after any additional revisions. The Director of Procurement Services will make this decision based upon recommendations of the evaluators and/or the school/department.
 - b. Offerors not in the competitive range of being selected for award shall be eliminated from further consideration.
 - c. During the evaluation phase, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible to being selected for award.
 - d. These discussions are for the purpose of negotiations, clarifications, and to assure full understanding of and responsiveness to the solicitation requirements. Offerors will be accorded fair and equal treatment with respect to an opportunity for discussion and revision of proposals. 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 offerors.
5. The Director of Procurement Services is authorized to waive informalities, technicalities, irregularities and administrative mistakes in proposals.
6. The RFP solicitation will designate a date and time offers are due. Offers will not be received after the stated time and at no other location than that which has been stated.
7. RFP responses should be returned in a sealed, separate envelope or package. The non-cost section of the response must be submitted in a separate envelope from the cost form.

- a. One original along with the specified number of copies of the non-cost sections of your proposal response (including supporting documentation) must be submitted in sealed packaging and labeled:
 - RFP XX-XX RFP name
 - Vendor Name
 - Non-Cost Proposal
 - Due: Due Date & Time
 - b. One original along with the specified number of copies of the cost section of the proposal must be submitted in a sealed envelope labeled:
 - RFP XX-XX RFP name
 - Vendor Name
 - Cost Proposal
 - Due: Due Date & Time
 - c. CCSD cannot be responsible for the receipt of proposals not properly identified or mailed/delivered to the wrong address.
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 offeror 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 offeror under the original solicitation.
 9. A tabulation and evaluation of Proposals shall be prepared and made available for public inspection after award of contract.
 10. An RFP award will be made to the responsive and responsible offeror whose proposal is determined in writing to be in the best interest of (best value to) the CCSD, taking into consideration price and the evaluation factors set forth in the

Request for Proposal document. The RFP file will contain the basis on which the award was made.

E. COOPERATIVE PURCHASING

The Director of 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 entered into between the participants. Such cooperative purchasing may include, but is not limited to, purchase of standard items of school equipment, supplies, and services. The Director of Procurement Services, with the approval of the 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.

PART IX
FORMAL PROTEST OF AN AWARD OR DECISION TO AWARD

A. Filing of Protests

Any responding bidder/offeror may protest the award or decision to award a competitive solicitation by submitting a protest in writing to the Cobb County School District, Director of Procurement Services, or Procurement Services' designee, so long as the requirements set forth in this Part are met for filing a protest.

1. **Bid Award Protest:** Any responding bidder/offeror may protest the award or decision to award a competitive solicitation by submitting a protest in writing to the Cobb County School District, Director of Procurement Services, or Procurement Services' designee, no later than ten (10) working days after the award date of the solicitation.

2. **Bid Process Protest:** Any responding bidder/offeror may protest irregularities in the solicitation process, or any violations of state and federal law related thereto, including but not limited to the specifications in the solicitation, by submitting a protest in writing to the Cobb County School District, Director of Procurement Services, or Procurement Services' designee, no later than ten (10) working days after bidder/offeror knew or should have known of the foregoing irregularities giving rise to the basis of the protest; or the award date of the solicitation, whichever occurs first.

3. **Sole Source Protest:** Any potential bidder/offeror who desires to protest an award or decision on a sole source or emergency purchase shall submit such protest to Cobb County School District, Director of Procurement Services or Procurement Services' designee, no later than ten (10) working days after the Board approval date, purchase order issue date, or sole source approval date, whichever occurs first.

4. Bidders/offerors who do not submit a timely proposal may not protest the contract award.

B. Format of Protest

A protest must be submitted in writing and, at a minimum, include the following:

1. The basis for the protest, including any supporting exhibits, evidence, or documents.
2. The relief sought.
3. Appropriate identification of the solicitation.
4. Name and address of the Protestor.
5. It must be signed by a company officer authorized to sign contracts on behalf of the bidder/offeror.
6. Supporting exhibits, evidence or documents to substantiate any claims unless not available within the filing time, in which case the expected availability date shall be indicated. The foregoing supporting documentation shall be sufficient to evaluate the bidder/offeror's protest without further evidence or testimony.
7. Only timely written protests mailed in the U.S. Mail, delivered by a national overnight delivery company or hand delivered to the Procurement Services Office will be accepted. Emails or faxes are unacceptable methods of delivery. Procurement Services is located at 6975 Cobb International Blvd., Kennesaw, GA 30152.

C. Decision by CCSD

1. The Director of Procurement Services shall issue a decision in writing within ten (10) working days of the receipt of the protest, stating the reason for the action taken.
2. If the bidder/offeror disagrees with the action taken, they may appeal within five (5) working days of the written decision to the Chief Financial Officer. The appeal must contain facts detailing why the bidder/offeror deems the action taken by Procurement is unacceptable. The Chief Financial Officer shall issue a decision in writing within five (5) working days of the receipt of the appeal, stating their decision on the appeal.

3. This decision shall govern unless the bidder/offeror appeals within three (3) working days of the written decision to the Superintendent of the Cobb County School District. The Superintendent shall issue a decision in writing as expeditiously as possible. The Superintendent's decision shall be final.

PART X
CONTRACT ADMINISTRATION

Scope – The following provisions set forth the procedures and requirements for proper contract administration by Procurement Services.

1. **Delivery** – All deliveries of goods and services will be net prices, including all costs, and will be F.O.B. destination unless otherwise specified in the solicitation. The CCSD will reserve the right to cancel an order or any unfilled portion if shipment is not made as specified.
2. **Payment** -- Authorization for payment will be made to Disbursement Services by the customer who has acknowledged receipt of the goods or services when orders have been delivered completely and in satisfactory condition.
3. **Tests** – The Director of Procurement Services is authorized to require chemical and/or physical 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 the 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 the CCSD conform to the contract requirements. Responsibility for quality control is placed on the vendor.
 - A. Personnel from the school/department submitting the purchase request, CCSD representatives, and CCSD inspectors must help ensure a quality contract product or service.
 - B. CCSD personnel responsible for receipt of the product or service shall report unsatisfactory performance by documenting through vendor performance reports to the Director of Procurement Services:
 - 1) Any failures by the vendor in complying with established quality procedures and principles;
 - 2) Any instances of unsatisfactory products or performance.

5. **Quality Assurance** – Quality assurance is the method used by the CCSD to determine whether the product or services 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.
 - 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 should ensure proper documentation by:
- A. Developing and following a quality assurance plan and schedule;
 - B. Using forms developed to document inspection results. Checklists developed to achieve specific objectives should include as a minimum:
 - 1) Solicitation number, vendor’s name, name of person completing documentation and date, time, and location of observation;
 - 2) Item, component, material, process, or service observed, and whether satisfactory or unsatisfactory.
 - 3) If observation is unsatisfactory, details sufficient to show the specific defect(s) location, dimensions, severity, reason (if apparent), and any other pertinent information.
 - 4) Vendor’s representative to whom the defect was reported (if any), signature (if possible), and any response regarding the defect.
7. **Contracts and Assignment** – A written Purchase order or Notice of Award furnished to the successful bidder/offeror within the time specified in the solicitation document results in a binding contract without further action by either party. Once awarded, contracts are not assignable in whole or in part without the express written consent of the Director of Procurement Services.
8. **Contract Option** – Some contracts contain option clauses describing the conditions under which a contract resulting from a solicitation document may be renewed. No contract may be renewed unless it contains such an option clause and the option is

exercised prior to the expiration of the contract. The option clause shall be written so that the Procurement Services Department has such sole discretion.

9. **Contract Extension** – The Director may at his/her discretion extend a contract for such period as may be necessary to afford the CCSD a continuous supply of the items or a service listed in a term contract. Extensions 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 the CCSD. No vendor may sell to the 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 should 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 the CCSD be under any obligation to purchase or pay in any manner when a vendor, upon the request of an employee of the CCSD, delivers the equipment or other products for test or trial.

12. **Back Orders** – If it is necessary for a vendor to back order any item, and if the contract or purchase order allows for back orders, the vendor should notify the school or department placing the order and advise as to the expected shipment or delivery date. The necessity to back order may be deemed a breach of contract.
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 Director of Procurement Services 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 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 the 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. The CCSD will note all damage incurred in transit on the freight bill and notify Procurement Services who will notify the vendor. The vendor shall make immediate replacement of the damaged merchandise. If damage is to a small quantity only, and the CCSD will not be inconvenienced because of the shortage, the vendor may, with the consent of the Director of Procurement Services, deduct the amount of damage or loss from their invoice in lieu of replacement.

For accounting and budgeting reasons, CCSD is unable to prepay freight. Therefore, bids/proposals must be quoted F.O.B. destination unless otherwise specified.

Occasionally, F.O.B. shipping point is acceptable when specified in the solicitation document. In such instances, the vendor shall prepay the freight and insurance in an amount sufficient to replace the order, and either absorb such costs or clearly indicate the exact charges or a "shall not exceed" amount. In such instances, supporting documentation of any freight or insurance charges must be attached to the invoice.

16. **Delivery Time** – It is incumbent upon the successful bidder/offeror 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 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.
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 Director of Procurement Services will send written notification to the vendor of the complaint requiring the vendor to submit a plan of corrective action.
20. **Cancellation of Purchase Orders or Contracts** – No cancellation of CCSD purchase orders may be made unless in writing and signed by the Director of Procurement Services. The 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 of need for such relief rests solely with the vendor. All requests for relief must be addressed to the Director of Procurement Services. Procurement Services reserves the right to cancel all contracts with any vendor who fails to perform on any given contract or order.
21. **Additional Terms** – The 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 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 CCSD or by such user agency.

PART XI
SUSPENSION AND DISQUALIFICATION

Scope – The suspension or disqualification of bidders or vendors by the CCSD is established in this part. An otherwise responsive bidder or vendor who submits the lowest-priced bid or proposal may be suspended or disqualified from the award of a contract with the Cobb County School District. The Director of Procurement Services shall invoke a suspension or disqualification for reasons including but not limited to the following:

- A recent record of documented unsatisfactory performance of contract(s) with the Cobb County School District;
- 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 the Cobb County School District;
- 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 bidder or vendor with the Cobb County School District;
- The submittal of any false certification, bond, license, insurance information or any other required contract documentation to the Cobb County School District;
- The failure to cooperate in an investigation involving school funds; or
- The commission of any other action of a serious or compelling nature that directly and significantly impacts the operation of the Cobb County School District.

A bidder or vendor shall receive written notification from Procurement Services of the District's intent to enforce such an action including the dates of enforcement. The bidder or vendor will have ten (10) working days to appeal the suspension or disqualification. Appeals must be in writing and include the basis for the appeal. Appeals will be reviewed by the Superintendent and responded to in writing within ten (10) working days. The

Superintendent's decision on the suspension or disqualification will be final. During the notification and appeal period, no Bid, RFP or Quote responses submitted by the appealing vendor will be considered by the CCSD.