

How To Pursue Business With



**DeKalb County School District Purchasing Department
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Website: <http://www.dekalbschoolsga.org>

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This booklet is intended to assist vendors pursuing business with DeKalb County School District.

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DEKALB COUNTY SCHOOL DISTRICT

GENERAL PROVISIONS AND INFORMATION

The DeKalb County Board of Education is committed to the establishment of policies for sound fiscal management of the DeKalb County School District (“DCSD”) in the area of procurement. Authority to commit or spend District funds for the purchase of goods and services is vested in the Board of Education and is to be administered and managed by the Superintendent and staff in accordance with Board policy and the Board-approved budget.

District funds will not be committed or spent without an approved budget item and available funds in the appropriate account. Purchases must be supported by advance written authorization on all required levels via purchase order or visa credit card. ***Vendors are cautioned not to accept and process requests without a valid DCSD purchase order or visa credit card authorization.***

The Purchasing Department in the Division of Finance is responsible for the day-to-day management of procurement for non-capital projects and shall produce and issue purchase orders for both capital and non-capital projects. The Design and Construction Department is responsible for the day-to-day management of procurement for capital projects.

MISSION

The mission of the Purchasing Department is to establish policies (and procedures) for sound fiscal management of the District in the area of procurement.

VENDOR REGISTRATION

All potential vendors must register online at: <https://www.dekalbschoolsga.org/purchasing/> DCSD’s Vendor Self-Service System (VSS) will allow vendors, to update vital business information in our vendor database. This new process will ensure the accuracy of your company’s information. The registration information will also be used for notification purposes, if and when a formal solicitation is issued in applicable commodity areas.

Vendor registration does not confer a “preferred” status, a “pre-approved” status, or a “pre-qualified” status for new vendors. It simply means that you have registered as a vendor with the DCSD. After the vendor self-service registration application has been reviewed, the vendor will be notified via email to confirm the vendor status with DCSD.

The Illegal Immigration Reform and Enforcement Act of 2011 (House Bill 87) requires DCSD to have contractors, subcontractors and sub-subcontractors who provide “physical performance of services” to complete the required immigration and certification documents on the DCSD purchasing website.

No vendor application will be processed until DCSD has a **completed W-9** form on file and if required Georgia Security and Immigration Compliance Act forms.

DCSD procures goods and services from vendors. A vendor may review posted solicitations, award notices and view vendor solicitation comments on the District website: <https://www.demandstar.com>; <https://dekalbschoolsga.ionwave.net>; <https://ssl.doas.state.ga.us/PRSapp/>; and on the Georgia Procurement Registry at <https://ssl.doas.state.ga.us/PRSapp/>;

PURCHASE OR CONTRACT LIMITS

1. Purchases estimated cost of \$5,000.00 or less are made at the discretion of the District.
2. Purchases estimated cost of \$5,000.01 to \$99,999.99 are made with two written quotations
3. Purchases cost of \$100,000.00 or more is awarded through a written, competitive, sealed solicitation, except for exceptions per DCSD Board Policy- DJE.

TERMS AND CONDITIONS OF DCSD PURCHASES

1. The provision of vital goods and services by vendors is necessary to support DCSD educational goals and operations.
2. A “vendor” or “seller” is defined as the person, firm or corporation to whom a DCSD purchase order is issued.
3. A purchase order is defined as an “order” with all its attachments, and exhibits, the solicitation, all addenda and vendor’s bid, proposal or quote.
4. As used in a purchase order, “materials” means any materials, machinery, equipment, fixture, article, item or work provided by the vendor for the order.
5. Vendors must provide goods and services in strict compliance with the purchase order.
6. A purchase order may not be transferred or assigned to any other vendor without the advance, expressed, written permission of DCSD.
7. The terms and conditions of DCSD purchase orders shall be construed and interpreted under the laws of the State of Georgia.

PURCHASE ORDERS

No office or department in DCSD can authorize items or services to be delivered or performed prior to the vendor’s receipt of a purchase order.

TERMS OF PURCHASE ORDER CONTRACT

1. A DeKalb County School District issued purchase order or solicitation, along with the contractor’s/vendor’s bid or proposal constitutes a contract between DeKalb County School District and the contractor/vendor.
2. The contract/vendor is required to deliver the commodities, quantities, and/or services in strict accordance with the purchase order. Back orders or substitutions of commodities and over shipment of quantities ordered are strictly prohibited.
3. If, for any reason, the vendor is unable to comply or supply in strict compliance with the order, the Purchasing Department must be notified immediately at telephone number is 678-676-0110.
4. The payment term of the purchase agreement is Net 30 Days from receipt of undisputed invoice after invoice has been received in the DCSD Finance Department.

STATE OF GEORGIA SALES TAX

DCSD is exempt from State of Georgia sales Tax. An electronic, signed version of the Department of Revenue Sales and Use Tax Certificate of Exemption can be found on the DCSD website at <https://www.dekalbschoolsga.org/purchasing/> under Forms. DCSD’s exemption from State of Georgia Sales Tax is for official business only and may not be used by any individual or any Parent-Teacher Association (PTA).

UNAUTHORIZED PURCHASES

All purchases must be made by a valid DCSD purchase order. DCSD employees are prohibited from purchasing equipment, material, supplies, services, rentals or leases in any form. Any unauthorized purchase will be null and void.

COMPETITIVE SELECTION

DCSD Board Policy DJE, Section III, includes the following information regarding competitive selection: “Competition among those seeking to do business with the District helps ensure that the District receives the best price for the goods and services it needs. The Superintendent shall adopt regulations consistent with this policy, further detailing the competitive selection of vendors. The Board reserves the right to reject any or all bids or proposals submitted in response to any solicitation and to cancel and/or re-solicit any solicitation. The Board also reserves the right to waive technicalities and informalities for all bids or proposals submitted in response to any solicitation.”

SOLICITATION LEGAL NOTICES

Solicitations valued at \$100,000.00 or more requires legal notices to be published in the District’s legal organ *The Champion*. A brief description of the item(s)/service(s) intended to be purchased is advertised. Specifications are advertised on the DCSD website and available for download at <https://www.dekalbschoolsga.org/purchasing/>.

LATE SOLICITATIONS

Solicitations received after the published deadline date, time and location shall be considered non-responsive and rejected. Solicitations delivered to any school or location other than the DCSD designated location shall be considered non-responsive and rejected.

SERVICE AGREEMENTS/CONTRACTS

Vendors and Service Providers must enter into a written contractual agreement with DCSD to perform any services pursuant to Board Policy DJE. All contracts must be legally enforceable, conform with the laws of State of Georgia and not expose DCSD to unreasonable legal exposure.

In accordance with DCSD Board Policy DJEG, the DCSD Superintendent grants limited authority to the School Principal to make purchases of or to contract to purchase materials, supplies, equipment, and services (including the leasing of equipment) necessary for educational programs at the Principal’s school. Subject to prior approval by the Office of Legal Affairs, school contracts of \$5,000.00 or less may be signed by the School Principal.

Independent Contractor Agreements (ICA) may be provided to vendors and service providers who are unable to provide a written contractual agreement. Pursuant to the limits stated in the ICA, vendors and service providers must maintain insurance coverages for worker’s compensation, employer’s liability, comprehensive general liability and comprehensive automobile liability during the term of the agreement.

INVOICING

Generally, all invoices should be sent directly to the Finance Division – Accounts Payable Department. The name of the department where delivery of goods and/or services is to be made; purchase order number and invoice number should be included on the invoice. DCSD does not accept back orders. Indication of items that will not be delivered must be clearly stated.

PAYMENT POLICY

DeKalb County School District has established the following payment policy:

1. Vendors will not be prepaid for goods and services.
2. Checks must be made to the vendor of record and not to a factoring company or collection agency.
3. All Accounts Payable checks issued by DCSD must be mailed and are payable net 30 days from receipt of accurate and complete invoice and upon electronic acceptance issued by the internal DCSD receiving department or school.
4. Payments will be made on undisputed invoices. Discrepancies are verified by the DCSD receiving department or school.

VENDOR PERFORMANCE

The Purchasing Department establishes vendor performance and information files for all vendors doing business with the District.

Two (2) areas are of particular importance:

1. ***Delivery Dates:*** Failure to meet a specified delivery date reflects on performance and could be a factor in subsequent award determinations. It is the vendor's responsibility to notify the appropriate purchasing agent or District department when a delay in the delivery schedule is anticipated or occurs. At that time, the vendor should indicate the new anticipated delivery date and the reason for delay. Failure to deliver within contractual delivery schedules may result in the vendor being declared in default and cancellation of the purchase order.
2. ***Quality of Service:*** Unsatisfactory product quality or service performance also reflects on a vendor and could be a factor in subsequent award determinations as well as removal from the active vendor list. Such performance can increase the District's operating costs and must be considered when complying with the policy of awarding to the "lowest responsible bidder".

DISQUALIFICATION OF BIDDERS OR VENDORS

A bidder or vendor may be disqualified from the award of a specific contract or from bidding on future contracts with the District if it is determined that the bidder or vendor, including the owners, officers, principals, or other individuals having a controlling interest in the business entity, has committed one or more of the following:

1. Has been convicted at any time under any state or federal status 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 the District.
2. Has been debarred from bidding on or making proposals to any federal, state, or local governmental entity or agency.
3. Has willfully failed 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 District.
4. Has willfully violated the protocol or the terms and conditions of a formal solicitation while it is still in process.
5. Has recent, documented records of unsatisfactory performance on one or more contracts with the District or some other business entity.
6. Has submitted any false certification, bond, license, insurance information, or any other required contract documentation to the District.
7. Has failed to cooperate with a District investigation.

8. Has committed any other action of a serious or compelling nature that may adversely impact the operation or reputation of the District. With the exception of a willful violation of protocol or the terms and conditions of a formal solicitation while it is still in process, written rationale and justification from the administrator responsible for the contracting department with approval of the Board's legal counsel shall be required before any bidder or vendor may be disqualified under this policy. Disbarment citations shall be issued in writing.

VENDOR CONFLICT OF INTEREST

Vendors are required to disclose, on an annual basis, whether they are a relative of any DCSD employee, including the Superintendent or current member of the DCSD Board of Education. Vendors approved to do business with DCSD must verify that the business relationship is impartial, at arms-length and free of any conflict of interest, unfair advantage, or personal benefit to any DCSD official.

VENDOR CODE OF ETHICS

DCSD is a strong proponent of ethical conduct throughout the procurement process. DCSD is committed to excellence and integrity in all its endeavors. To this end, this Supplier Code of Ethical Conduct serves to emphasize DCSD's commitment to ethical conduct and compliance with all applicable laws, rules and regulations.

Persons or entities that do business with DCSD are expected to carry out their business with the District with diligence and professionalism and to comply with the highest standards of honesty, integrity and fairness.

Vendors doing business with DCSD shall:

- Understand the dignity and worth of services rendered by your organization and the social responsibilities assumed as a supplier of goods and services to DCSD.
- Avoid attempts to influence DCSD staff with the intent to impair the objectivity or independence of judgment of a purchasing transaction.
- Identify and eliminate participation of any individual in procurement situations where a conflict of interest may be involved.
- Disclose all employees of your organization who are employed by DCSD at the time of a purchasing transaction.
- Understand that DCSD purchasing staff at no time under any circumstances; accept directly or indirectly, gifts, favors, services, gratuities or other items of value from your organization.
- Adhere to all applicable laws, regulations and procedures to ensure the integrity of the DCSD procurement process.
- Perform or render goods and services in accordance with the agreed upon specifications for which a supplier has contracted with DCSD.

Constantly strive for the highest standards of ethical behavior, trust, respect, integrity and fairness.

CONTACT INFORMATION

DeKalb County School District Purchasing Department:

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