PURCHASING and SUPPLY SERVICES
Procedure Manual
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**Effective Date:** May 2, 2017
SECTION 1
PURCHASING GOVERNANCE

PURCHASING GOVERNANCE

State laws under the Annotated Code of Maryland’s, Education Article, Section §5-112, Bids govern the procurement process for the boards of education in Maryland. This section states in part:

EXCEPTIONS

This section does **not** apply to the following:

- Contracts for the purchase of books and other materials of instruction, as defined in the *State Department of Education Financial Reporting Manual*.
- Emergency repairs.

ADVERTISEMENT FOR BIDS; SPECIFICATIONS

If the cost of any school, building, improvement, supplies, or equipment is more than $25,000, the Prince George’s County Board of Education (“Board”), at least two weeks before bids are to be filed, shall advertise for bids in a medium accessible to the general public, the eMaryland Marketplace; or an electronic posting on a bid board and physical posting on the local school system bid board. The PGCPS electronic address is  [http://www1.pgcps.org/purchasing](http://www1.pgcps.org/purchasing).

The board shall draft specifications that provide a clear and accurate description of the functional characteristics or the nature of an item to be procured, without modifying the county board’s requirements:

The specifications may:

1. Include a statement of any of the board’s requirements; and
2. Provide for the submission of samples, inspection, or testing of the item before procurement.

Specifications that use one or more manufacturer’s product to describe the standard of quality, performance, or other characteristics needed to meet the board’s requirements, must allow for the submission of equivalent products unless the county board determines in the written specification that:

1. A particular manufacturer’s product is required to maintain compatibility of service or equipment;
2. A particular manufacturer’s product is required to meet the health needs of students;
3. Replacement parts or maintenance are a paramount consideration; or
4. A product is purchased for resale.
AWARD OF CONTRACT

A contract for the school, building, improvements, supplies, or other equipment shall be awarded to the lowest responsive and responsible bidder who conforms to the specifications, with consideration given to:

- quantities involved,
- time required for delivery,
- purpose for which required,
- competency and responsibility of the bidder,
- ability of the bidder to perform satisfactory service, and plan for using minority contractors.

PGCPS may reject any and all bids and re-advertise for other bids.

The Board has policies and regulations governing the procurement functions. The Office of Purchasing & Supply Services reports to the Chief Financial Officer.

BOARD POLICY

Board Policy # 3323 governs the procurement of goods and services in the Prince George’s County Public Schools (PGCPS), and Administrative Procedure 3704 provides guidelines governing the execution of Board policy along with this manual. The policy covers procurement for Business and Non-Instructional Operations. Execution of this policy standard is the responsibility of all staff that procures goods and services. Purchasing is responsible for support and guidance of policy requirements. The applicable administrative procedure can be accessed at the website address below:

http://www.pgcps.org/~board/policy/ See also Administrative Procedure 3704 Purchasing Guidelines.
SECTION 2
DEFINITIONS

DEFINITIONS

For the purposes of this Manual, the terms listed below are defined as follows:

AGREEMENT: A properly executed and legally binding contract, usually written, between two or more parties, i.e., Contract or Purchase Order.

ASSIGNMENT: The transfer of the interest, rights, responsibilities, or payments of a contractor or vendor to another entity or person.

BEST VALUE PROPOSAL/BID: A written response from a Vendor used for procurements of goods and/or services or insurance where Contract award may be based on stated criteria other than the lowest responsive bid.

BID: A statement of price, terms of sale, and description of the supplies, services, construction or construction related services offered by a bidder in response to a solicitation

BID BOND/PROPOSAL GUARANTEE: This is a legal document used to bind the Vendor to honor the Bid/Proposal. In the event the Vendor fails to honor a Bid/Proposal, the Bid Bond/Proposal Guarantee may be forfeited and the issuing Surety shall pay PGCPS the amount of the Bond/Proposal Guarantee to defray PGCPS’s cost.

BOARD: The Board of Education

BOND FUNDS: Money in the treasury received from the sale of bonds and includes the proceeds of bonds that have been voted but have not been issued and delivered.

BUSINESS: Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity engaged in an activity for gain or livelihood

BUSINESS CLEARANCE: A summary document of a procurement action that details all the facts related to a contract or other action and requests approval thereof.

CALENDAR DAY: Any day, including Saturdays, Sundays, and holidays.

CAPITAL ASSET - Land, buildings, site improvements, construction-in-progress, vehicles and equipment individually costing $5,000 or more and with an estimated useful life in excess of one year.

CAPITAL IMPROVEMENT PROGRAM: An ongoing process intended to reflect the most current capital requirements at a given point in time, usually established for five year periods.

CHANGE ORDER: Modification to an agreement, i.e., Contract or Purchase Order.

COMPETITIVE BID: A written response from a Vendor for the purchase of goods, general services, and/or construction with an aggregate total dollar amount of more than $25,000.00, where the Contract will be awarded to the lowest responsible and responsible bidder.
COMPONENT PURCHASES: Procurements of the component parts of an item that under standard purchasing practices would be procured in a single purchase.

CONTRACT: A written, legally enforceable agreement between Prince George’s County Public Schools and one or more other parties to provide a product or service.

CONTRACTOR: See Vendor.

COOPERATIVE PROCUREMENT: A term that refers to the combining of requirements of two or more public procurement entities to leverage the benefits of volume purchases, delivery and supply chain advantages, best practices, and the reduction of administrative time and expenses.

DAY: Means calendar day unless otherwise noted

DEBARMENT: A vendor that has been suspended, excluded or disqualified under the non-procurement common rule, or otherwise declared ineligible from receiving federal contracts, certain subcontracts, and certain federal assistance and benefits. A list of debarred vendors may be found on the Excluded Parties List System at http://www.epls.gov/epls.

DOE: Department of Education, a Department of the United States Government.

ECONOMIC ORDER QUANTITY (EOQ): the order quantity, at which the annual cost of ordering equals the annual cost of holding inventory, thereby minimizing the sum of these two costs.

EMERGENCY ORDER: Orders that would adversely affect the operation of PGCPS if the order were not processed as expeditiously as possible.

EXPEDITE: An attempt to persuade suppliers to deliver an ordered item ahead of schedule, which may result in additional costs. This also includes follow-up activities to correct mistakes in pricing, late delivery, etc.

FREIGHT ON PGCPS/FREE ON PGCPS (F.O.B.): The legally defined point at which ownership of the goods passes from seller to buyer.

A. F.O.B. DESTINATION: Vendor is responsible for payment of all shipping charges from the point of shipment to the destination and for filing any claims for damages in shipment. Title for the goods does not pass to the buyer (PGCPS) until the goods are received.

B. F.O.B. ORIGIN OR SHIPPING POINT: Owner (PGCPS) is responsible for the shipping charges and filing for any claims for damage to goods during shipment. Title passes to the Owner (PGCPS) upon acceptance of the goods by the shipper.

C. Other F.O.B. Points: Special F.O.B. points can be established by contractual agreement such as:

(1) Transfer of ownership may occur after goods (or services) have been inspected and accepted.

(2) For large or complicated capital equipment, ownership may transfer after the equipment is delivered, installed, and tested to ensure functional and/or performance specifications have been met.
(3) Consignment inventory can remain the seller’s property after receipt, until it is removed from storage for use. Ownership transfers when the goods are consumed by PGCPS.

FUNDING SOURCE: The budgetary account code used to indicate the fund, division, department, object code, and potentially project code used to indicate the monies allocated for payment of items when needed.

GENERAL FUND: The General Fund accounts for all financial transactions in support of the educational process which are not recorded in other funds.

HIGH TECHNOLOGY PROCUREMENT: The procurement of equipment, goods, or services of a highly technical nature, including:

A. Data processing equipment, software, and firmware used in conjunction with data processing equipment;

B. Telecommunications equipment and radio microwave systems;

C. Electronic distributed control systems, including building energy management systems; and

D. Technical services related to those items.

INFORMAL BID: A solicitation for items which cost less than the legal requirement for competitive sealed bids.

INVITATION FOR BID (IFB): A sealed bid process for the procurement of goods or services that includes formal advertisement, specifications and conditions for the particular purchase, and a predetermined date and time for the bid opening.

ITEM(S): Product or service, including all commodities, construction materials, and supplies utilized by PGCPS.

LOCAL GOVERNMENT: PGCPS, a municipality, or county, of the State of Maryland.

MINOR IRREGULARITY: One that is simply a matter of form and not of substance or pertains to some immaterial or inconsequential defect or variation in a bid or proposal from the exact requirements of a solicitation, the correction or waiver of which would NOT be prejudicial to other bidders or offerors. The procurement officer shall either give the bidder or offeror an opportunity to cure the deficiency resulting from a minor error in a bid or proposal or waive the deficiency altogether; whichever is in the best interest of PGCPS.

NON-FEDERAL ENTITY: A state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or sub-recipient.

NOTICE TO PROCEED: A written notice to the successful Vendor to begin work on a specified date.

A. FAST ACTION NOTICE TO PROCEED: A written notice to the successful Vendor to begin work on a specified date in an effort to expedite the work.

B. LIMITED NOTICE TO PROCEED: A written notice to the successful Vendor to begin a portion of the work on a specified date, prior to the issuance of a Notice to Proceed.

OBLIGATE: Commitment of resources for particular procurements.
PAYING AGENT: The financial institution that is designated by a local government as its agent for the payment of the principal of and interest on a debt obligation.

PAYMENT BOND: A Payment Bond, generally, in an amount of one hundred percent (100%) of the Contract amount, is a legal document insuring faithful payment by the Vendor of all invoices for material ands, labor under the contract. Maryland law requires a principal contractor under a contract for the construction, alteration or repair of a public building to provide the governmental entity with a payment bond in the amount of at least 25% of the contract amount.

PERFORMANCE BOND: A Performance Bond in the amount of one hundred percent (100%) of the contract amount is a legal document insuring faithful performance of the Work of the Contract by the Vendor. In the event of Contractor’s failure to perform the Work, the Surety is liable for the satisfactory completion of the Work or may pay PGCPS up to the full Contract amount. Maryland law requires a principal contractor under a contract for the construction, alteration or repair of a public building to provide the government entity with a performance bond in the amount of at least 100% of the contract amount.

PGCPS PERSONNEL: Any regular employee of PGCPS.

PIGGYBACK (PIGGYBACK COOPERATIVES): A form of intergovernmental cooperative purchasing in which an entity will be extended the same pricing and terms of a contract entered into by another entity. Generally the originating entity will competitively award a contract that will include language allowing for other entities to utilize the contract, which may be to their advantage in terms of pricing, thereby gaining economies of scale that they would otherwise not receive if they competed on their own.

PRE-BID/PRE-PROPOSAL CONFERENCE: A Conference held by PGCPS Personnel with potential Vendors to discuss the requirements contained in the bid or proposal documents. Conferences are held at the option of PGCPS Personnel and are usually set at a time shortly after the second advertisement.

PRIME CONTRACTOR: See Vendor.

PROCUREMENT CARD: A charge card offered by a recognized banking entity which is generally intended to be utilized to purchase low-value, maintenance, repair, and operational expenses items locally and replacement thereof.

PROCUREMENT OFFICER: A member of the Purchasing Department, including but not limited to a Buyer, Contract Administrator or Specialist, Purchasing Supervisor, Staff Specialist, Director, etc.) duly authorized to enter into and administer contracts and make determinations with respect thereto.

PROPOSER: A respondent to a Request for Proposal.

PURCHASE ORDER: A legally binding commitment for material, facilities, or services made between PGCPS and the Vendor.

PURCHASE REQUISITION: The initial document, transmitted electronically, with the appropriate approvals authorizing the purchase of items required, and transferring the authority to expense funds from a budget.

REQUEST FOR INFORMATION (RFI): A non-binding method whereby a jurisdiction publishes via newspaper, internet, or direct mail its need for input from interested parties for an upcoming solicitation. A procurement practice used to obtain comments, feedback or reactions from potential suppliers (contractors) prior to the issuing of a solicitation. Generally price or cost is not required. Feedback may include best practices, industry standards, technology issues, etc.
REQUEST FOR OFFER: A written instrument to soliciting pricing and delivery information for potential purchases.

REQUEST FOR PROPOSAL (RFP): An instrument to solicit offers from Vendors for a specific requirement for goods or services.

REQUEST FOR QUOTATION (RFQ): The first of a two-step process for the selection of a professional service provider. PGCPS will solicit statements of qualifications to determine competence and ability without pricing information, and will evaluate and select the qualified candidates for the particular scope of services.

RESPONSIBLE: A person or entity that has the capability in all respects to dutifully perform fully the contract requirements with the integrity and reliability that ensures good faith performance.

RESPONSIVE: A bid or offer submitted in response to a solicitation that conforms in all material respects to the requirements contained in the solicitation.

RESTRICTED CHECK: An expedited payment process involving a controlled check requested by a department or school approved by the Finance Department and printed within the department or school.

RESTRICTED FUNDS: Grant appropriations that are usually received from federal, state, or private foundations that are designed for a specific purpose with conditions imposed by the grantor.

SEPARATE PURCHASES: Consecutive purchases of items made over a period of time to avoid the competitive bidding limitations that in normal purchasing practices would be purchased in a single transaction.

SOLE SOURCE: Goods and/or services available from only one source, as defined in this policy.

SINGLE SOURCE: Goods and/or services are available from multiple sources but only one vendor is actively sought, as defined in this policy.

SPECIFICATION: A concise, detailed description of an item(s) required by PGCPS and the minimum requirements of the Vendor and provides the basis for acceptance and award.

SUBCONTRACTOR: A person, firm, or corporation that provides labor or material to fulfill an obligation to a prime Contractor or to a Contractor of the prime Contractor for the performance and installation of any of the work required by a Contract.

VENDOR: A business or individual that sells goods or services or both in return for payment.

WORK: The performance required of the Contractor under the Contract, including the furnishing of all labor, materials, tools, equipment, supplies, and required submittals, and incidentals to be performed by the Contractor.
SECTION 3
PURCHASING AUTHORITY

PURCHASING AUTHORITY

The Chief Executive Officer (CEO) delegates authority to the Director of Purchasing & Supply Services to enter into contracts for the procurement of goods and services as the centralized purchasing agency for PGCPS. The Board shall award all contracts that exceed delegated dollar thresholds. The Director of Purchasing & Supply Services is authorized to delegate purchasing authority to procurement buyers for the purchase of specified goods and/or services.

The Director of Purchasing has the responsibility and authority to negotiate, place, and (when necessary) modify invitations to bids, purchase orders, or other awards granted or issued by the PGCPS. Assigned buyers may assist the Director of Purchasing in discharging these responsibilities. With the exception of the CEO, CFO, & Director of Purchasing & Supply Services, no other county public school official or employee is authorized to order supplies, materials, or services; enter into purchase negotiations or contracts; or in any way obligate PGCPS for any indebtedness unless they are explicitly authorized or deputized to do so by the aforementioned persons. Any purchases ordered or contracts made that are contrary to these provisions and authorities shall be of no effect and void, and PGCPS shall not be bound thereby.

The CEO may delegate authority to the, Deputy Superintendents, Chief Operating Officer, Division Chiefs, Executive Directors, Principals, Directors and other individuals to approve expenditures of his/her division/department/school’s Budget Funds.

Each Department/School’s Authorized Representative may delegate this authority to one or more authorized designees to submit and approve requisitions. Designees of Record are maintained on PGCPS’s Oracle Financial System. The Purchasing Department cannot accept a requisition for processing unless the appropriate authorization has been accomplished through the Oracle Financial System. The CEO, Chief Financial Officer or Director of Purchasing & Supply Services may revoke or limit the extent of any delegation granted herein.

Requisitions for certain funds and/or dollar value may require one or more additional approvals, as well as, or in lieu of, the Administrator/Director/Principal’s or Designee’s approval. Note: Certain requisitions may require additional coordination with other departments for review and approval. Examples include coordination with the Information Technology Services Department for information systems requests, etc., and other types of service contracts. In the event such coordination and approval is not indicated with the transmitted requisition, the requisition may be returned to the initiator of the requisition for the required approvals. The initiating department is responsible for the coordination.

CENTRALIZATION OF PROCUREMENT AUTHORITY

All procurements up to $24,999, including, but not limited to, supplies, equipment, services, architectural, engineering, professional services, inspection related services, construction or construction management services are under the authority of the Director of Purchasing.

All procurements $25,000 or More: All contracts of $25,000.00 or more for supplies, equipment, services, architectural, engineering, professional service contracts, inspection related services, construction or construction
management services must be approved, in writing, by the Board. Once a contract has been approved by the Board, any proposed changes to the approved contract $25,000 or more shall be in accordance with Administrative Procedure 7430 and specifications herein.

**Real Estate Leases regardless of Amount and Real Estate Transactions:** All real estate leases, regardless of the amount of the lease, must be approved by the CEO. All real estate transactions involving the sale, purchase, or the long-term use of real property must be approved by the Board.

**Memorandums of Understanding (MOUs):** The decision as to whether PGCPS should participate in a MOU or cooperative agreement with another entity must be approved by the CEO, or proper designee. A report of MOUs and other similar agreements with no fiscal impact should be maintained and made available upon request to the Board.

An **MOU** is defined as a document describing a bilateral or multilateral agreement between parties. It expresses a convergence of will between the parties, indicating an intended common line of action. It most often is used in cases where parties either do not imply a legal commitment or in situations where the parties cannot create a legally enforceable agreement. Additionally, for purposes of these regulations an MOU shall also mean there is **NO COST** to PGCPS.

All MOUs will be reviewed and signed by a General Counsel for legal sufficiency and the Director of Purchasing prior to approval of the CEO.

**Professional Service Agreements:** There is a recognized need for the procurement of professional services when such services cannot be provided by PGCPS personnel (e.g., specialized services, guest lecturer, and seminar leader). Although not required by Maryland law, competitive procurement methods may be used if in the best interest of PGCPS.

Professional Services purchases less than $5,000 shall be documented by a purchase order.

Purchases of more than $5,000 but less than $25,000 should reflect at least three quotes, or acceptable justification letter from the requestor to the Director, and be submitted to the Purchasing office for a purchase order to be issued. These purchasing actions may be taken to the Board for informational purposes.

Contracts of $25,000 and above must receive Board approval.

The requestor, in collaboration with the Human Resources and Business Management Services Offices, will determine whether the individual services are classified as either consultant/independent contractor services or an employer/employee relationship. Prior to issuing a contract, the requestor will ensure that appropriate completed service provider tax identification (Social Security number and federal tax identification number) and IRS Form W–9 are obtained.

Professional services under $25,000 do not require a Professional Service Agreement or contract. However, adequate documentation (i.e. quotes, proposals, external contract documents) must accompany or be attached to a PGCPS Purchase Order for processing.
SECTION 4
PURCHASING PRINCIPLES

PURCHASING PRINCIPLES

Prince George’s County Public Schools embraces a fundamental obligation to the general public to ensure that procurements are accomplished in accordance with the intent of the laws, regulation(s), policies and procedures enacted by the appropriate governing bodies. PGCPS Principles are as followed is that the followed:

- All procurement procedures are conducted in a fair and impartial manner, with avoidance or appearance of impropriety.
- All qualified vendors have access to public business.
- No offeror be arbitrarily or capriciously excluded.
- Competition is sought to the maximum degree feasible.
- The rules governing contract awards be made clear in advance of the competition.
- Specifications reflect the procurement needs of the purchasing body rather than being drawn to favor a particular vendor.

Since competition is sought to the maximum feasible degree, when conducted fairly and honestly, competitive procurement does not guarantee that a preferred brand or vendor will be selected; instead, it guarantees that the most favorable price will be obtained for the quality level that is specified.

The function of the Office of Purchasing is to obtain, without favor or prejudice, the proper amount of the suitable product at the best possible price and to have it available when it is needed. Each order shall be placed on the basis of quality, safety, price, delivery, and fast service.

All procurement transactions will be conducted in accordance with federal and state laws and Board of Education Policy and PGCPS Administrative Procedures. The Purchasing & Supply Services staff shall comply with the conflict of interest and financial disclosure policies of PGCPS. In addition, the buyers will also adhere to the ethics policy from the National Institute of Governmental Purchasing (NIGP), National Association of Purchasing Management (NAPM), National Purchasing Institute (NPI), National Contract Management Association (NCMA).

GIFTS AND GRATUITIES

It is the policy of PGCPS to decline personal gifts or gratuities in connection with a purchasing function. Board members, school officials and employees must comply with ethics and conflict of interest polices 0107, 0108 and 4116. Members of the board of education, district officials and employees are specifically forbidden to solicit, accept or receive, either directly or indirectly, from any person, firm or corporation to whom any purchase order may possibly be awarded by rebate, gift or otherwise; any money loan, gratuity, favor or anything of value or any promise, obligation or contract for future reward or compensation.

Note: Accepting inexpensive gifts of nominal value, such as advertising items of general distribution, i.e., pens, calendars and the like are acceptable under these guidelines.
PURCHASING STANDARDS

1. Give first consideration to the objectives and policies of Prince George’s County Public Schools.

2. Strive to obtain the maximum value for each dollar of expenditure.

3. Decline personal gifts or gratuities.

4. Grant all competitive suppliers equal consideration insofar as state or federal law and institutional policy(s) permit.

5. Conduct business with potential and current suppliers in an atmosphere of good faith, devoid of intentional misrepresentation.

6. Demand honesty in sales representation whether offered through the medium of a verbal or written statement, an advertisement, or a sample of the product.

7. Receive consent of the originator of proprietary ideas and designs before using them for competitive purchasing purposes.

8. Make every reasonable effort to negotiate an equitable and mutually agreeable settlement of any controversy with a supplier; and/or be willing to submit any major controversies to arbitration or other third party review, insofar as the established policies of PGCPS permit.

9. Accord a prompt and courteous reception insofar as conditions permit to all who call on legitimate business missions.

10. Cooperate with trade, industrial and professional associations, and with governmental and private agencies for the purposes of promoting and developing sound business methods.

11. Foster fair, ethical and legal trade practices.

CONFLICT OF INTEREST

Pursuant to Board Policy 4116, an individual or person that employs an individual who assists the school system or the Board in the drafting of specifications, an invitation for bids, or a request for proposals for a directly or indirectly, who is submitting a bid or proposal for the procurement

PROCUREMENT AND INTEGRITY

Fairness and impartiality in all phases of the procurement process are the essential ingredients in public purchasing. Transactions with vendors, divisions/programs and peers must always be open, honest and objective.

IMPORTANT THINGS TO KNOW ABOUT PROCUREMENT

Know the rules before you buy, PGCPS must remain in compliance with laws and policies affecting the expenditure of public funds. All purchase requests must follow established policies, procedures, and guidelines. A good rule to follow is to always discuss your needs with your department budget manager and involve the Purchasing Department from the very beginning of planning your purchase request. Please call with questions at any time.
Don’t sign any contracts. There are only a few designated individuals at PGCPS who are approved by the Board of Education to sign contracts and legally bind the school system. The Purchasing Department will review, edit, and sign all contracts. Contract authority is limited to the Board Chair, Chief Executive Officer, Chief Financial Officer, and Director of Purchasing. In the absence of the Chief Executive Officer and Chief Financial Officer, the Deputy Superintendent(s) and Chief Operating Officer signature authority is unlimited.

Fiscal thresholds for executive staff, directors, and officers will be published annually via a bulletin. School Principals have signatory authority using operating funds up to $1,000.00. Additionally, the Purchasing Department will consult with General Counsel, as needed to obtain appropriate signatures for contract requirements. Before entering into any contract, the Purchasing Department/Director shall provide a draft of the contract to the General Counsel/designee for written approval as to the form and legal sufficiency. This includes all Memoranda of Understanding, Leases, License Agreements, Consulting Agreements and other contractual documents. This requirement does not apply to Purchase Orders.

Contract Authorization. An agreement that is made by any PGCPS employee who lacks the authority to enter into the agreement on behalf of PGCPS shall not be binding upon PGCPS. Any contract entered into by a PGCPS employee outside the provisions of this guidance shall be of no effect and void. Any PGCPS employee who purchases or causes to be purchased goods or services outside the provisions of this manual and its implementing regulations may be deemed personally liable for the cost thereof and may be subject to appropriate disciplinary action up to and including termination.

Contract Repository. The Purchasing Department is the repository for ALL contracts in PGCPS. At least one copy of ALL contracts must reside in the Purchasing Department to comply with internal controls and best practices. Therefore, all contractual documents must be forwarded to the Purchasing Department as soon as is possible.
SECTION 5
PURCHASING OBJECTIVES

PURCHASING OBJECTIVES

Purchasing and Supply Services is responsible for obtaining materials, supplies, equipment, and services essential to the operation of the school system, while considering the best interests of PGCPS in all transactions and following established policies. Fundamental objectives are as follows:

- Conduct all procurement transactions in accordance with Board policy and all applicable state and federal laws. Avoid all unethical practices and the appearances of the same;
- Develop and maintain reliable sources of supply for use by PGCPS staff;
- Secure materials, supplies, equipment, and services of the quality and quantity specified for delivery at the time and location needed;
- Purchase without prejudice, seeking to obtain the maximum value for each dollar while maintaining;
- Promote and maintain good vendor relations;
- Keep informed of current developments in the field of procurement, prices, market conditions, and new products. Submit information on recommendations regarding new or improved products to the appropriate department or division;
- Promote outreach efforts and actively recruit minority vendors;
- Promote and maintain good community, public, and interdepartmental relations and cooperate with all organizations and individuals engaged in activities designed to enhance the development of public procurement;
- Promote “green” purchasing to ensure that PGCPS meets Board expectations in sustainable and environmentally preferred products;
- Recruit, develop, support, and train qualified procurement staff members;
- Sell, trade, or otherwise dispose of surplus goods belonging to PGCPS. (Administrative Procedure 3260, Property Disposal).

CUSTOMER RELATIONS

The Office of Purchasing exists to supply the needs of PGCPS and various departments, in compliance with applicable laws and regulations. The Office of Purchasing staff is receptive to counsel from colleagues and is guided by such counsel in keeping with the dignity and responsibility of the office.
The Office of Purchasing is in contact with other departments and schools; cooperation and mutual confidence are essential. The Office of Purchasing must have an understanding of the requirements of the various users of materials and services. Through observation; discussions with users in the schools, offices, vendors; and by keeping informed of current economy and technology, the Procurement staff strives to advance the interests of the Board.

It is also important that departments and schools have a full understanding of the various procurement practices and procedures that the Office of Purchasing must follow. With this mutual understanding, the Office of Purchasing will be in a better position to serve the needs of the staff and students.

**VENDOR RELATIONS – STAFF CONDUCT**

All transactions relating to the expenditure of appropriated and activity funds require the highest degree of public trust. To eliminate conflicts of interest or inappropriate conduct, PGCPS personnel are not authorized to solicit, demand, accept, or agree to accept from any vendor any payment, advance, deposit of money, services, and/or goods. Account managers should exercise caution when dealing with vendors to ensure that proper procurement procedures and policies are followed and the interests of PGCPS are protected. All vendor contacts are to be coordinated with the Office of Purchasing.

The Office of Purchasing must select vendors who are reputable and will promote the best interests of PGCPS. Quality, reliable delivery, and prices are factors to be considered when selecting or continuing business with a vendor.

All responsible vendors will be given an opportunity to present their products. Every effort will be made to establish strong and lasting relations with proven suppliers. The Office of Purchasing will seek alternative sources as protection against the failure of suppliers to deliver materials or services and as a means of securing better materials or reduced prices. Fundamental considerations relative to selection of vendors for bid activity are as follows:

1. Potential vendors must have a good business reputation and adequate financial standing and facilities to discharge their commitments;
2. Every effort shall be made to select suppliers who are capable of producing high-quality products at low cost. Such suppliers should be able to seek business competitively and to realize a reasonable profit from their products; and
3. The Office of Purchasing maintains a master bidders list by commodity. Notification will be given to those vendors by commodity whose names appear on the list. All such lists are reviewed and updated by the Office of Purchasing. They may be retained on other appropriate commodity listings.

**VENDOR ACCESS TO INFORMATION**

Except as provided herein, all proceedings, records, contracts, and other public records relating to procurement transactions shall be open to inspection. Interested parties may review public documents by appointment and at the convenience of PGCPS.

Any participating bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids, except in the event that PGCPS decides not to accept any of the bids and to reopen the contract.
Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed, except in the event that PGCPS decides not to accept any of the proposals and to reopen the contract. Proposal records shall be open to public inspection after award of the contract, subject to the provisions of this section.

Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

Requests for information not previously made public must be made in accordance with the PGCPS Communications Office procedure(s) and the Maryland Freedom of Information Act.

Trade secrets, proprietary information, or financial disclosure submitted by a bidder, offeror, or contractor in connection with a procurement transaction or prequalification application submitted shall not be subject to public disclosure; however, the bidder, offeror, or contractor must invoke the protection of this section prior to or upon submission of the data or other materials and must identify the data or other materials to be protected and state the reasons why protection is necessary. The Director of Purchasing may inform the bidder, offeror, or contractor of the requesting parties request prior to release of information.

PGCPS staff that has interest, ownership or other financial involvement in businesses that contract with the school system must disclose this relationship to the Director of Purchasing prior to entering into a contract. Unless extenuating circumstances exist, staff identified above may not solicit, conduct or do business with other staff, students or parents that they have a professional relationship or supervise or instruct.
SECTION 6
PURCHASING RESPONSIBILITY

PURCHASING RESPONSIBILITY

Contractual agreements between the Board of Education of Prince George’s County, Maryland and a vendor involving financial consideration of public funds in exchange for materials, equipment, supplies, or services must be made primarily on purchase orders. Other forms of payment such as direct payments or purchasing credit cards may be used as approved by the Office of Purchasing.

The Purchasing Office centrally purchases all equipment, supplies and contractual services and is responsible for the following:

- Determining the method of obtaining competitive solicitations;
- Obtaining competitive price quotations and formal bids for items not currently on bid. This service is available to schools not only for budget-related items but also for expenditures from student activity funds (SAF);
- Ensuring that all price quotations are solicited without favor or prejudice; subscribing to and working for honesty and truth in buying; and denouncing all forms of conflict of interest;
- Issuing and advertising all solicitations estimated to be over $24,999;
- Developing solicitation specifications for all equipment and supplies in cooperation with the program official who requires the services;
- Providing solicitation instructions to vendors;
- Understanding the needs of PGCPS and being receptive to competent counsel from colleagues and being guided by such counsel without impairing the dignity and responsibility of the office;
- Promoting goodwill between PGCPS and its suppliers;
- Ensuring that all vendors are aware of existing laws pertaining to delivering goods and services to PGCPS, such as contractors’ and subcontractors’ responsibility regarding registered sex offenders;
- Summarizing all formal solicitations received by conducting evaluations and reviewing recommendations for awarding contracts;
- Notifying the office for which the solicitations are secured of every instance when an item(s) offered fails to meet specifications. In those cases where a department, division, or supervisor is evaluating a solicitation for specification compliance, the department or division director or supervisor reports the finding of all specification deviations to the director of the Purchasing and Supply Services;
- Preparing and presenting the recommendation of an award or rejection of an award for submission to the Board. If the Purchasing Supervisor, the Buyer and the administrator/supervisor responsible for evaluating the solicitation specification compliance cannot reach a consensus, the matter is referred to the Purchasing Director for resolution;

- Ensuring that contract awards requiring Board approval are not issued prior to such approval;

- Corresponding with vendors regarding contractual issues. End users shall collaborate with the Purchasing Office regarding correspondences to vendors when addressing contractual issues;

- Ensuring that procurements requiring Board approval are not issued prior to such approval;

- Ensuring that PGCPS staff utilizes current contracts when purchasing materials, equipment, supplies or services;

- Authorizing vendors to visit PGCPS sites. Under all circumstances, sales representatives must have prior authorization from the Office of Purchasing to visit schools;

- Administering a minority business enterprise (MBE) vendor participation plan;

- Maintaining, as far as practical, a file of current trade catalogs to keep departments informed of new materials, equipment, services, sources, prices, and processes in manufacturing; and

- Maintaining a procedures manual that reflects the policies and procedures under which it operates. In addition, detailed instructions for implementing these and other procedures will be documented. Additions, changes, and deletions will be issued periodically to ensure current and valid information. Updates will be posted on the PGCPS website and the PGCPS Staff intraweb.

**PURCHASING STAFF**

Purchasing & Supply Services Buyers, Expediters, and Clerks, under the direction of the Director of Purchasing & the Purchasing Supervisor are responsible for all contract administration involving the procurement of equipment, supplies and contractual services.
SECTION 7
THRESHOLDS FOR DETERMINING
METHOD OF PROCUREMENT

APPROVAL THRESHOLD AND POSITION LEVELS

The following signature authority and fiscal thresholds are in effect for requisitions. Authority for approval of a requisition/purchase request is granted to the local fiscal authority based on a signed request for such authority from a Director or higher level of authority. Principals have requisition authority approval for all purchases up to $1,000. Purchases of $1,000 or more must be approved by their Director up to Deputy Superintendent.

Approval Chart by Position (Bulletin M-8-16)

<table>
<thead>
<tr>
<th>Position</th>
<th>Requisition Threshold</th>
<th>I-Expense Disbursement Authority Threshold</th>
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</thead>
<tbody>
<tr>
<td>Chief Executive Officer</td>
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<td>Unlimited</td>
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<tr>
<td>Chief Financial Officer</td>
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<tr>
<td>Director of Purchasing</td>
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<tr>
<td>/Chief Operating Officer</td>
<td>*$100,000</td>
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<tr>
<td>Deputy Superintendent</td>
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<tr>
<td>Chief Officer/Administrator/Executive Director</td>
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<td>$25,000</td>
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<tr>
<td>Associate Superintendents</td>
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<td>$25,000</td>
</tr>
<tr>
<td>Directors/Officer/Instructional Director</td>
<td>$10,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>Principals</td>
<td>$5,000</td>
<td>$1,000</td>
</tr>
</tbody>
</table>

* Chief Operating Officer’s signature authority is unlimited when signing in the absence of the Chief Executive Officer and Chief Financial Officer.

PROCUREMENT APPROVAL REQUIREMENTS

Other than the exceptions noted herein, the following guidelines apply to obtaining competitive quotations/bids (see also Approval Level Chart immediately following this section):
$0 to $5,000  
No bids required. Use of local and Minority vendors is highly encouraged.

**Purchases less than $5,000 must and will be documented by a purchase order**

$5,000 to $14,999  
A minimum of three (3) verbal quotations are required on single or multiple “like items” totaling $5,000 to $14,999.99. At least one (1) quote should be obtained from a minority or locally-owned business. Such quotations shall be documented and sent to the Purchasing Department.

$15,000 to $24,999  
A minimum of three (3) written quotations are required for single or multiple “like items” totaling $15,000 to $24,999.99. At least one (1) quote should be obtained from a minority or locally-owned business. Quotations can be solicited by School/Office site or Purchasing Department, if requested.

$25,000  
State Law requires a formal bid for ALL purchases and supplies $25,000 or greater.

Regardless of the source of funds by which a contract is to be paid, PGCPS purchasing procedures apply to the procurement of all goods and services by all departments and all schools with both appropriated and (independent) student activity (SAF) funds.

**Note:** These procedures do NOT apply to PTA, Booster Clubs, or any other association or organization when the **purCHASE IS MADE DIRECTLY** by such organizations; however it is highly recommended that these organizations follow sound procurement methods.

**COMPLIANCE WITH COMPETITIVE BIDDING LAWS AND PGCPS POLICIES**

A. **Violations of Intent/Law:** Contracts entered into in violation of competitive bidding regulation Maryland Education Code, Section §5-112 are void and PGCPS reserves the right to refuse payment for any such procurement. Staff violating this process and placing an unauthorized order may be required to pay the invoice for such purchases personally. Examples of actions violating competitive bidding laws are:

   i. **Segmenting/Splitting Jobs or Purchases:** Segregating a distinct construction project or dividing a purchase or goods into smaller components in an attempt to avoid competitive bidding. It is a serious violation to split or segment orders if the intent is to avoid the $15,000 quote level or authority dollar limitations. Schools/Offices should carefully review repetitive small purchases for similar commodities or services because annual dollar spend can be substantial and may be perceived as order splitting or segmenting. Such purchases must be directed to the Purchasing Department. Purchasing will conduct a quarterly review with agencies to determine if new contracting opportunities exist.

   ii. **Negotiate - Then Change Order:** Entering into a contract below $15,000 and then making substantial change orders so as to evade competitive bidding.

   iii. **Tailoring Specifications for Sole Source:** Designing specifications or criteria so that only one vendor can submit a valid bid.
B. Violation of PGCPS Procurement Administrative Procedures or Board Policies: A PGCPS employee who violates competitive bidding processes regulations or policy may be subjected to discipline, up to and including dismissal.

Except for the CEO or his designee(s) as provided for herein, no other school official or employee is authorized to order supplies, materials, services or enter into purchase negotiations or contracts; or in any way obligate PGCPS for any indebtedness outside of the procurement process. Whenever any officer or employee of PGCPS purchases or contracts for any supplies or contractual services contrary to the provision of this PGCPS Procurement Manual, such purchases or contracts shall be void and shall not be considered to be an obligation of the Board of Education of Prince George’s County.
SECTION 8
PURCHASING METHODS

PURCHASING METHODS

PGCPS procurement methods can be categorized as Noncompetitive and Competitive. Noncompetitive methods include, but are not limited to: professional services, instructional materials, emergency requests, single source, and proprietary. Competitive methods include, but are not limited to: invitation for bid (IFB), request for proposal (RFP), and informal quotations (RFQ).

NON-COMPETITIVE PROCUREMENT METHODS

PROFESSIONAL SERVICES

There is a recognized need for the procurement of professional services on an as-required basis or over an extended period of time, when such services cannot be provided by PGCPS personnel resources, e.g., contracting with a performing artist, guest lecturer, seminar leader, etc.

The requestor will:

- Analyze the reasons for considering professional services;
- Determine whether underlying cost and quality issues might be more rapidly and economically resolved in another way;
- Carefully review and authorize the financial terms (rate of pay, etc.) and conditions of the contract;
- Determine work location, access, start date, end date, etc., of professional services;
- Identify and assess any hidden or supervisory costs, along with optimistic projections of savings;
- Determine whether the individual services are classified as either consultant services or an employer/employee relationship;
- Ensure proper completion of form I-9 with acceptable documents, evidencing identity and employment authorization to work in the U.S.;
- In addition, prior to issuing a contract, the requestor will ensure that appropriate tax identification (Social Security number and federal tax identification number) and W-9/1099 information are obtained from the service provider;
- A former employee whose services are requested by PGCPS to perform the same or similar service within twelve (12) months from the date of the last pay period is usually classified as an employee. However, each situation should be analyzed first from the IRS’s perspective and written approval must be provided by Payroll and Human Resources.

INSTRUCTIONAL MATERIALS

Instructional materials are print and non-print items that are designed to impart information to the learner in the teaching/learning process. Instructional materials may be consumable and expendable and include such items as charts, kits, textbooks, magazines, pictures, recordings, slides, transparencies, videos, video discs, workbooks and electronic resources such as software, CD-ROMS, and online services, etc.
State Law -

Selection and purchase of school materials: On the recommendation of the CEO of schools and subject to the provisions of this article, each county board shall adopt procedures for the selection and purchase of school materials the following necessary items must be purchased, at the lowest price consistent with good quality, for the use in the public schools:

- Textbooks;
- Supplementary readers;
- Materials of instruction;
- Visual and auditory aids;
- Stationery and school supplies;
- School furniture, equipment, and apparatus.

See Board Policy 6180.1 for the procedures for the evaluation and selection of instructional materials and library books.

EMERGENCY REQUESTS

An emergency may arise in order to protect personal safety, life, or property (i.e., an occurrence of a serious, urgent, and threatening nature that demands immediate action to avoid termination of essential services or a dangerous condition). In such cases, a purchase order or contract may be awarded by the Director of Purchasing without competitive bidding or competitive negotiation; however, such procurement shall be made with as much competition as is practicable under the circumstances.

A written determination and justification establishing the basis for the emergency and for the selection of the particular vendor must be submitted by the requestor to the Office of Purchasing prior to creating an obligation. The Director of Purchasing will approve or disapprove the purchase as an emergency procurement. The approved written determination shall become part of the procurement file. The potential loss of year-end funds and/or poor planning is not considered adequate justification for an emergency purchase and will not be approved.

In emergency cases where, in the opinion of the Director of Purchasing, the length of time of the bidding cycle would adversely affect the educational process and bidding may result in a price increase, it is permissible to procure items under an open contract based on a previous bid or utilize a contract of another jurisdiction if the required items are identical to the items on the current contract and if the supplier agrees to honor the contract prices.

The action, if it is $25,000 or more, shall be taken to the next available Board meeting for approval. Should an urgent situation occur during normal business hours, departments and schools shall contact the Purchasing & Supply Service at 301-952-6560. If the emergency is after hours, then staff shall document the situation, his/her actions and provide this information to the Director of Purchasing on the next business day.
SOLE/SINGLE SOURCE AND PROPRIETARY

Sole and single source purchases must be supported by a written justification letter. The justification should include a statement from the manufacturer (not a distributor) of the product identifying the requested sole source as the only source available. Once it is determined that there is only one source or vendor practicably available for the required good, service, insurance, or construction item, the buyer, in cooperation with the requestor, shall conduct negotiations, as appropriate, to obtain the best price, delivery, and terms.

CONTRACT TYPES

(1) Contracts used by PGCPS include, but are not limited to, the following:
   (a) Purchase Orders
   (b) Fixed-price contracts
   (c) Time-and-material contracts
   (d) Quantity contracts
   (e) Multi-year contracts
   (f) Multiple award contracts
   (g) Requirements contracts

The objective when selecting a contract type is to obtain the best value in the time required and at the lowest cost or price to PGCPS. In order to achieve this objective, the Procurement Officer, before choosing a contract type, should review those elements of the procurement that directly affect the cost, time and risk bearing on the performance.

Among the factors to be considered in selecting any type of contract are:

(1) The type and complexity of the procurement;
(2) The difficulty of estimating performance costs such as the inability of PGCPS to develop definitive specifications, to identify the risks to the contractor inherent in the nature of the work to be performed, or otherwise to establish clearly the requirements of the contract;
(3) The administrative costs to both parties;
(4) The degree to which PGCPS shall provide technical coordination during the performance of the contract
(5) The effect of the choice of the type of contract on the amount of competition to be expected;
(6) The stability of material or commodity market prices or wage levels;
(7) The urgency of the requirement; and
(8) The length of contract performance.

(3) Purchase Order means a document authorizing procurement from a vendor. Upon acceptance by a vendor, the purchase order becomes a contract.

A **fixed price contract** is a contract which provides for a firm price, or a price that may be adjusted only in accordance with contract clauses providing for revision of the contract price under stated circumstances. The types of fixed-price contracts are as follows:
(1) Firm fixed-price contract means a fixed price contract that provides a price that is not subject to adjustment because of variations in the contractor’s cost.
(2) Fixed-price contract means a contract which places responsibility on the contractor for the delivery of the product or the complete performance of the services or construction in accordance with the contract terms at the price that may be firm or may be subject to contractually specified adjustments.
(3) Fixed-price contract with price adjustment means a fixed price contract that provides for variation in the contract price under special conditions defined in the contract, other than customary provisions authorizing price adjustments due to modifications. A fixed-price contract is appropriate for use when the extent and type of work necessary to meet PGCPS’ requirements can be reasonably specified and the cost can be reasonably estimated. A fixed-price type contract is the only type of contract that can be used in competitive sealed bidding.

**Time-and-materials contract** means a contract that provides an agreed price for materials supplied and labor performed. Time-and-material contracts shall state a dollar ceiling that may not be exceeded without the proper authority approval.

A **definite quantity** contract means a fixed-price contract that provides for delivery of a specified amount of goods or labor either at specified times or when ordered.

An **indefinite quantity** contract means a contract or an indefinite amount of goods or labor to be furnished at specified items, or as ordered, that establish unit prices of a fixed-price type.

A **multi-year** contract is a contract that extends more than one year. Unless otherwise provided, a contract for supplies, equipment, services, professional services or construction may be entered into for any period of time deemed to be in the best interests of the Board provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of award. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds.

Prior to the utilization of a multi-year contract, it shall be determined that:
(1) Estimated requirements cover the period of the contract and are reasonably firm and continuing; and
(2) Such a contract will serve the best interests of the Board by encouraging effective competition or otherwise promoting economies in procurement. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled at no cost or expense to the Board.

A **multiple award** contract is the award of a contract to two or more vendors to furnish the same supplies, or services, where more than one vendor is needed to meet the contract requirements for quantity, delivery, services, availability, or for product compatibility. When a multiple award is made, PGCPS shall order all of its normal requirements for the specified supplies or services from vendors awarded the contract. In making a multiple award, care shall be exercised to protect and promote the principles of competitive solicitation. Multiple awards may not be made when a single award will meet PGCPS’ needs without sacrifice of economy or service.

A **requirements** contract means a form of indefinite delivery/indefinite quantity contract where the actual purchase requirements for specific supplies or services during the contract period are filled by the selected vendor(s).

**Renewal Contracts**
Renewal contracts are contracts entered into with an original term, usually one year, subject to renewal options of a specified maximum period of time. These contract extensions must be approved by the Board at the end of each contract period.
Original Long-term Contracts
A multiyear or term contract, without the need for renewal, may be entered into only under the following circumstances:

- The requesting unit furnishes to the Purchasing office sufficient written documentation to demonstrate that the requirements contained in the multiyear or term contract are reasonably firm and are continuing over the term of the contract. In addition, the requesting unit must furnish sufficient documentation to the Purchasing office demonstrating that the contract encourages effective competition or promotes economies in performance and operation and is therefore in the best interest of PGCPS. The contract also must include a termination provision, which provides that in the event that funds or terms subsequent to the first term are not appropriated and available for encumbrance for the subsequent years of the contract, the contract may be terminated by PGCPS without further liability to the contractor or vendor.

CONTRACT MODIFICATIONS

Contract Modifications (Fixed Price Contracts)
(1) Contract Modification means any written alteration in specifications, delivery point, date of delivery, period of performance, price, quantity, or other provision of any contract accomplished by mutual action of the parties to the contract. It includes change orders or contract amendments.
(2) Any Contract modification greater than $25,000 or more requires the approval of the Board.
(3) Any Contract modification less than $25,000 requires the approval of only the Director of Purchasing.
(4) Contract modification to extend the period of performance requires the approval of the Director.
(5) Contract modifications that result in a contract exceeding $25,000 during the contract period require the approval of the Board.
(6) Contract modifications that result in a vendor name change, requires the approval of the Director.

Contract Modifications (Requirements Contracts and Time & Materials Contracts)
(1) Contract modifications to requirement contracts up to $50,000 require the approval of the Director.
(2) Contract modifications to requirements contracts over $50,000 and under $100,000 require the approval of the Director with concurrence of the CFO.
(3) Contract modifications to requirements contracts over $100,000 require the approval of the Board.

COMPETITIVE PURCHASING METHODS – GENERAL

Generally the term “formal” is used to identify solicitations that are $25,000 and over. The term “Informal” is used whenever the total cost of the purchase is expected to be $24,999 or less. All public contracts with nongovernmental vendors for the purchase or lease of goods or services in excess of $24,999 shall be awarded after competitive sealed bidding.

Procedures

The Office of Purchasing issues solicitations for goods or services to be obtained under formal procedures, with assistance from the requesting unit, in the preparation of technical specifications and drawings. The request is forwarded to the Office of Purchasing. The request shall include technical specifications, the estimated contract
amount, and vendor(s) known by the requesting unit. Specifications available electronically will expedite the process. Review of the solicitation by the requestor prior to issuance may be required in some cases. A copy of the completed solicitation is submitted to the requesting unit:

a) The Purchasing Department may require competitive bidding using informal or formal procedures for purchases that are less than $25,000, if such means are practicable and could generate a savings for PGCPS.

b) For service which is not covered by the competitive bidding law, the Purchasing Department may require a Request for Information (RFI) or Request for Quotations (RFQ) to obtain a pool of potential suppliers and/or price quotations. Purchasing Department will work with the requesting department to prepare Requests for Information or Qualifications;

c) By virtue of a PGCPS Purchasing Director executing a contract, PGCPS is satisfied that both price and/or cost are fair and reasonable. Further documentation will not be required. If however, PGCPS’ Purchasing Director deems the price unreasonable or unsatisfactory, then the Purchasing Department shall conduct negotiations to seek a fair and reasonable price or cost. If parties are unable to reach a fair price or cost, then a solicitation for competitive bidding will take place.

REQUEST FOR QUOTE (RFQ)

A RFQ is used for purchases of less than $25,000. If the purchase is less than $5,000, it is recommended that the requester obtains three quotes, which may be reviewed by the buyer and award to the business offering the lowest quotation that meets specifications. For purchases between $5,000 and $24,999, the Procurement Unit will work with the requesting office to send a RFQ, which includes specifications, to minority and non-minority businesses. Suppliers will be asked to respond by a predetermined date. The award will be made to the business offering the lowest quotation that meets specifications.

INVITATION FOR BID (IFB)

Notice of Invitation for Bid

Unless an emergency has been declared, the bidding time shall be a minimum of fourteen (14) days, beginning on the first publicly advertised notice. Generally, however, bids will be advertised in a medium accessible to the general public at least twenty-one (21) calendar days prior to the opening date. The Purchasing Office will post all pending purchases or sales on the Purchasing Office Web page.

Sealed bids will be solicited from all responsible prospective suppliers who have requested their name be added to eMaryland Marketplace.

Submission and Safeguard of Bids

Each response must be delivered in a sealed envelope to the procurement office prior to the date and time specified for receipt. The envelope shall be clearly marked with the bid number, bid opening date and time, and vendor’s name and address. Bids may be delivered in person, but must be delivered to the Purchasing Office, Prince George’s County Public Schools, 13300 Old Marlboro Pike, Room 20, Upper Marlboro, MD 20772 and be received and stamped prior to the bid opening. Delivery to the mailroom or lobby does not validate the time of receipt.
The respondent shall assume full responsibility for timely delivery of the bid or proposal whether by the U.S. Postal Service or by any other carrier. Bids or proposals received after the designated time for the receipt of solicitations will be returned unopened. PGCPS is not responsible for the late delivery of bids or proposals by the U.S. Postal Service or by any other carrier.

All bids received prior to the time set for opening shall be dated, time stamped, kept unopened, and secured in the Purchasing Office. Prior to the bid opening, information concerning the identity and number of bids received may be made available only to employees who have a proper need for such information, as determined by the buyer. When bid samples are submitted, they shall be handled with sufficient care to prevent disclosure of characteristic before bid opening.

Unidentified responses may be opened solely for the purpose of identification. If a sealed bid is opened because of the bidder’s failure to clearly label it as a bid, the person who opened the bid will immediately write their position title, IFB number, and date on the envelope together with an explanation of the opening, and sign the envelope. Bids opened for identification purposes shall be resealed in the envelope and no information contained therein shall be disclosed prior to the public bid opening. However, PGCPS will not be responsible for any information disclosed in such circumstances. Unidentified responses not opened in a timely manner will not be considered and not be included in the bid evaluation.

Amendments to IFB’s

Amendments to IFBs shall be in the form of errata or addenda. Bidder(s) must acknowledge receipt of errata or addenda by signing and including them in the bid response. If bidders obtain the solicitation through sources other than PGCPS, the bidder shall be responsible for obtaining all errata and addenda that may be issued. The Director of Purchasing or designated buyers may extend the time and date for bid opening to enable bidders to adequately consider the amendments.

Opening of Bids

Vendors are encouraged to attend the bid opening. Responses to the IFB shall be received in the Purchasing Office and publicly opened. Prices, terms, and conditions will be made public. Copies of the bid responses may be available for examination at a time and place designed by the buyer. Under certain circumstances (e.g., the submission of proprietary information) the documents will not be available for review. The buyer is responsible for announcing when the time for bid opening has arrived. No less than two (2) staff members shall attend all bid openings. Staff attending bid openings shall sign/initial bid opening tabulations. The buyer may determine that bid responses will not be made available for review on the bid-opening day. In such cases, interested parties may review responses by appointment and at the convenience of PGCPS. Technicalities or minor irregularities, as defined in Section 2, may be waived if a procurement officer determines it shall be in PGCPS’ best interest. The officer may either give a bidder an opportunity to cure any deficiency resulting from a minor irregularity, or waive such deficiency.

If the procurement officer knows or has reason to conclude that a mistake has been made, the bidder may be requested to confirm the bid. Situations in which confirmation should be requested include obvious, apparent errors on the face of the bid or a bid unreasonably lower than the other bids submitted. If the bidder alleges mistake, the bid may be corrected or withdrawn upon the approval of the Director if any of the following conditions are met:
(a) If the mistake and the intended correction are clearly evident on the face of the bid document, the bid shall be corrected to the intended correct bid and may not be withdrawn. Examples of mistakes that may be clearly evident on the face of the bid document are typographical errors, errors extending unit prices, transposition errors and arithmetical errors.

(b) A bidder may be permitted to withdraw a low bid if:
   1) A mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or
   2) The bidder submits proof of evidential value, which clearly and convincingly demonstrates that a mistake was made.

(c) Mistakes may not be corrected after award of the contract except when the procurement officer makes a determination that it would be unconscionable to not allow the mistake to be corrected. Changes in prices are not permitted. Corrections shall be submitted to and approved by the Director.

(d) When a bid is corrected or withdrawn, or correction or withdrawal is denied, the procurement officer shall prepare a determination showing that relief was granted or denied in accordance with these regulations.

Bid and Performance Bonds

Bid bonds may be required to be submitted at the time of bid and included in the bid envelope. The purpose of the bid bond is to ensure that the bidder will honor the prices bid. Other conditions of the bid bond will be outlined in the solicitation.

Performance and Payment (Labor and Material) Bonds may be required to be submitted. The purpose of these bonds is to ensure the satisfactory completion of the work for which a contract or purchase order is awarded. The time for submission and amount will be outlined in the solicitation.

Bid Awards

Contract award will be made by the Board, see PGCPS Administrative Procedure 3704, to the lowest responsible bidder who conforms to the specification, with consideration given to quantities involved, time required for delivery, purpose for which required, competency and responsibility of the bidder, ability of the bidder to perform satisfactory service, and the minority utilization plan.

Bids shall be awarded to the lowest responsive and responsible bidder. When the terms and conditions of the IFB provide that multiple awards may be made, awards may be made to more than one bidder. Unless canceled or rejected for good cause, a responsive bid from the lowest responsible bidder shall be accepted as submitted except that, if the bid from the lowest responsible bidder exceeds available funds or is deemed excessive, PGCPS may negotiate with the lowest responsible bidder to obtain an acceptable contract price.

Price can be negotiated only with the lowest responsive and responsible bidder. If the negotiations do not result in a lowering of the bid price to an acceptable level, that bid and all remaining bids must be rejected. Notification of award, unless otherwise specified in the solicitation, will only be made to the awarded bidders. As resources permit, notification to the non-awarded bidders will be made, however, it is the
responsibility of the bidders to maintain contact with the Purchasing Office and the status of the solicitation.

**Tie Bids**

In the event of tie bids, if all other factors are considered equal, the bid is awarded in the following order of preference:

1. The vendor is based in Prince George’s County.
2. The vendor is based outside Prince George’s County but within the state of Maryland.
3. The vendor is a minority vendor.

If a tie bid still exists after the above preferences have been considered, a decision concerning the award will be arrived at by flipping a coin. In such an event, the Director of Purchasing will conduct such event in the presence of any interested parties.

**Rejection of Bids**

The Board or Director reserves the right to reject any and all bids (in whole or in part); to make partial awards; to waive any irregularities in any quotation; to increase or decrease quantities if quantities are listed in the bid; to reject any bid that shows any omissions, alterations of form and additions, conditions, or alternate proposals not called for; and to make any such award as is deemed to be in the best interest of the Board. Any bid received at the place designated in the solicitation after the specific time and date set for receipt of bids is late. Any request for withdrawal or modification received at the place designated in the solicitation after the specific time and date set for receipt of bids is late. Late bids, late requests for modification, or late requests for withdrawal shall NOT be accepted or considered.

**Withdrawal of Bids**

Bids may be withdrawn by written notice if given prior to the time and date specified for the opening of the bid. Telephone calls for these purposes are not acceptable.

**Changing of Bid Prices**

Bidders are prohibited from changing their bid prices once their bid has been opened, even if the price submitted was in error. If, during review of the bids, an obvious pricing error is discovered, the bid will not be considered.

**REQUEST FOR PROPOSAL (RFP)**

An RFP is a formal solicitation usually for services. Proposals are not publicly opened. An RFP is a procurement process in which quality and price are balanced to meet the needs of the user. Final costs and scopes of work are subject to negotiation after the proposals are received and before the contract is awarded, unless otherwise stated in the RFP. In addition to requirements and procedures for IFB’s noted above, the following also applies to RFP’s as these types of solicitations do differ in certain respects.

**Use of a RFP**
An RFP is used under the following circumstances:

1. For procurement of contracted services or of a system that consists of services including goods
2. When technical considerations as well as cost are valid criteria in the evaluation of offers
3. When a requesting unit can generally formulate the specifications for the services or system to be acquired
4. When there are known sources of supply and competition is anticipated
5. When the procurement is valued at $25,000 or more.

An RFP may also be used for the procurement of goods or nonprofessional services when PGCPS believes that the evaluation criteria provided in an RFP would promote the best interest of PGCPS. Approval to use an RFP instead of an IFB for the procurement of goods or nonprofessional services must be approved by the Director of Purchasing.

Contents of an RFP

An RFP includes –

- a transmittal letter;
- the date, time, and place for submission of proposal;
- the date and location of the pre-proposal conference;
- background information;
- the scope of services;
- criteria and method of award;
- a technical section; and
- a business section.

An RFP may contain a minimum score that establishes the threshold that an offeror must achieve.

RFP Evaluation Committee

The director of the requesting unit or designee will chair the evaluation committee. The remaining members shall consist of the Director of Purchasing, or designee and other members as mutually agreed upon by the director of the requesting unit or designee. The Director of Purchasing or designee shall be an ex-officio, nonvoting member of all evaluation committees. The Director of Purchasing may excuse the participation of any designee from the evaluation committee.

The committee shall be responsible for the following tasks:

- Preparation of the technical specifications and criteria for evaluation.
- Review of the original RFP.
- Review of the responses according to the criteria established in the solicitation.
- Selection of the vendor finalists.
- Participation in the oral presentations by the vendor finalists.
- Investigation of the performance of the offeror in contracts listed as references (or other contracts not listed as references but who PGCPS staff may know).
- Conducting cost and price analyses of the data submitted by vendor finalists (including life-cycle costs).
- Ranking the vendor finalists, from best to worst.
- Participation as a member of or assisting other members of the evaluation team in conducting negotiations with one or more of the top-ranked vendor finalists.
- Evaluating the best and final offer(s) of the vendor finalist(s).
- Making a positive contribution to the committee’s mission of producing a professionally sound recommendation for award.
- Giving the chairperson all the committee members’ files, records, correspondence, completed evaluation forms, results of reference checks and site tours, and minutes of meetings, for inclusion in the master solicitation file, in the event that the committee’s decision is questioned or challenged.
- Conducting the evaluation and selection process, in strict accordance with the procurement rules of PGCPS and ensuring that the final recommendation is without bias and legally defensible.
- Providing information and assistance to the procurement and legal departments, if protests are filed by unsuccessful offerors.
- Maintaining the confidentiality of the identities of the offerors and the security of the contents of the offerors’ responses until the award is made.
- Attending all committee meetings.

**Attendance at Committee Meetings**

Each voting committee member is expected to attend all evaluation meetings and oral presentations. Absenteeism of a member may require the voiding of all scores previously submitted by that member and recalculation of committee scores. The committee should remain intact throughout the evaluation process to avoid unbalanced scoring. Voting committee members who expect to be absent for more than one meeting should withdraw. The committee shall consist of persons selected by the Director.

Independent consultants may be invited to participate on the committee with varied levels of involvement based upon the need of PGCPS. All non-PGCPS staff participating on the committee or involved in a solicitation will be required to complete a non-disclosure and/or a confidentiality statement.

**Review of an RFP**

An RFP consists of two sections. Part A is the technical section, which includes the scope of work and vendor requirements. Part B is the business section, which includes the cost.
The committee is given copies of the technical section. Once the technical section is reviewed and scored, the business section is opened and given to the committee for evaluation. Once both sections are evaluated, a decision can be made weighing the costs and the best qualified to determine the final recommendation. The committee that evaluates the business (cost) section may NOT be the same as the technical review committee. These should be separate committees.

Before an RFP is issued, a list of the members of both evaluation committees shall be on file in the purchasing office. A proposal can be evaluated effectively only when each committee member is familiar with the original RFP. In addition to the task description for the project, the RFP includes the qualifications required of the offerors and identifies the criteria to be used in evaluating the offerors’ responses. Committee members must be familiar with the requirements of the RFP to determine whether it mandates or only suggests that offerors provide certain services or information. The words “should” and “may” in the proposal simply encourage the offeror to do something. They are not to be considered mandatory requirements. Only “shall,” “must,” and other command words require action by the offeror.

The only award criteria that can be used in the evaluation process are those included in the original RFP. These criteria must be applied to the responses without change, deletion, or expansion. The use of any evaluation criteria other than those listed in the solicitation is prohibited.

Independent Review by Committee Members

The evaluation form is prepared by the committee chairperson, with the assistance of the Director of Purchasing, and distributed to all members, along with copies of the responses received. Each member independently reviews and scores the offerors’ responses (before meeting or discussing the responses with any other committee members) and inserts their scores for each evaluation criterion in the “Independent Review” column of the form.

During the independent review, committee members make notes of their observations directly on the evaluation form so that they may defend any challenge to their scoring during the full committee review.

Review by Full Committee

The full committee may meet and discuss the scores assigned by each member during the independent review. During the committee discussion, members may acquire a better insight into the qualifications of each offeror from hearing other committee members’ reasoning behind their scores. It is not unusual to have a dramatic change in a committee member’s independent scoring of an offeror because of this added insight. If, because of the discussions, a committee member feels that a score for one or more entries requires adjustment, the adjusted score is inserted into the evaluation form. No changes are made to the independent score. Notations accompanying the evaluation form shall describe how these changes are made. The committee chairperson forwards the original evaluation forms to the Office of Purchasing with the committee’s final award recommendation within twenty (20) calendar days prior to Board approval.

Identification of Offerors Meeting the RFP Requirements

The committee identifies the offerors meeting the requirements of the RFP and those who do not qualify for further consideration. This is done by totaling the evaluation forms (after adjusting the criteria scores to account for any scoring changes made during the full committee review). Offerors then are ranked by their
individual total scores, the highest-scoring offeror being first. The committee then selects the top-ranked finalists (usually from three to five) for further evaluation. The tasks of interviewing, checking references, conducting oral presentations, and making the final selection can be a consideration in determining the number of finalists. Offerors with the lowest scores are eliminated from further consideration at this stage. A listing of the offerors eliminated is made part of the record by the chairperson and forwarded to the Purchasing office.

If necessary, a second review is made of the finalists who are now ranked by point scores received (the highest point value being ranked first, etc.). If the list contains more than four or five firms, a second cut (one or more of the lowest scoring offerors) may be made. There are no restrictions on classifying all offerors as finalists.

Any time that the discussions of the committee result in a change in the ranking of the finalists established by the evaluation forms, notify the Director of Purchasing. Changes may require that a memorandum of explanation be prepared and made part of the record. Late changes in scoring must be avoided as much as possible and may not be permitted under some circumstances. When the finalists are selected, a memorandum setting forth a summary of the actions taken by the committee is sent to the Director of Purchasing with the evaluation forms, other pertinent documents, and committee members’ voting records.

The memorandum is reviewed by the Director of Purchasing.

Additional Information (Written and Oral Submission)

In some cases, when the first ranked finalist has a score much higher than the other finalists, oral presentations by other offerors may not appear to be necessary. However, the scores of the finalists, although a good indicator of their capabilities, must not be considered completely reliable or an absolute indicator of the finalists’ ability to do the work. It is not unusual for offerors extremely skilled in preparing high-scoring written responses to do poorly in oral presentations, have marginal references, or submit price responses that are higher than available funds. It is always good practice, no matter what the scoring spread between the finalists, to conduct interview(s). Keep the process competitive for as long as possible. Oral presentations should not be scheduled in the order the finalists are ranked.

If the evaluation process has clearly shown that only one offeror is fully qualified, an oral presentation still may be held with that offeror. Do not begin contract negotiations with an offeror until the committee has had an opportunity to hear the offeror’s oral presentation, meet the project manager and other team members, and examine and discuss the offeror’s cost proposal. A second written submission (in addition to the original response) may be required of the finalists. The second written submission should be delivered in sufficient time to allow for committee members review prior to the oral presentation. The written submission can include (by way of illustration only) responses to questions generated by the committee during their initial evaluation meetings, the offeror’s proposed cost of the work, an estimated budget, personnel staffing charts, schedules, and hours to be spent on the project by principals. The requested estimate of costs provides the committee members with a better grasp of how the offerors view the total project from a financial standpoint.

Checking References
When possible, personal visits should be made to references rather than relying solely on telephone contacts. During the reference check, obtain information on how the contractor performed for the organization, the extent and type of claims filed, problems that occurred during the contract term and how they were resolved, and the contractor’s reliability and level of professionalism. Immediately before each finalist’s oral presentation, the committee member responsible for conducting the reference checks, or other person as designated by the Director of Purchasing, reports to the committee on the results for the reference check. Always request clarification from the offeror about any unfavorable references obtained. The finalist should be given the opportunity to defend any adverse allegations made by former clients.

**Hearing Oral Presentations**

When an oral presentation is made, each committee member takes notes on the content of the presentation to be able to effectively score the finalists after all presentations are made. A second evaluation form may be used for this process. If an evaluation form is not used, complete records must be kept that are acceptable to the Office of Purchasing and they must indicate results of any committee voting and any other information that supports the final award recommendation.

**Negotiations**

The entire committee, a subcommittee of the committee, or the Director of Purchasing may conduct the negotiation sessions. Subject to the approval of the Director of Purchasing, persons who were not members of the committee may be allowed to participate in negotiation sessions. The negotiators must be completely familiar with the project and the specialty area of the finalists. At the conclusion of negotiations, finalists are requested to provide a best and final offer, including cost, for the service required.

**Recommendation for Award**

The recommendation for award is submitted to the Purchasing office in the form of a memorandum explaining the selection. This memorandum should include the following:

1. Names of all the offerors considered.
2. Summary of the criteria used for evaluation.
3. An explanation of the selection. Summarize the process and include as attachments the scoring and voting records, completed evaluation forms, and any other evaluation and scoring documents created during the selection process.
4. The identity of the recommended finalist and the reason(s) for selecting the finalist.
5. Price, terms, and scope of work of the contract to be awarded.

The final contract will be prepared by the Purchasing office and the user with a review by legal counsel, as necessary. However, the committee through its chairperson, must provide at least a detailed scope of work, benchmarks of progress, payment schedule and method of payment (this should have been included in the RFP).

**Pre-Bid Conferences**
At the discretion of the Director, a pre-bid conference may be held to advise known potential bidders of special or technical requirements of a bid and allow the bidders to ask questions about the bid or the work to be performed. The pre-bid conference may involve a site visit and tour of the work area.

Pre-bid conferences are open to all potential bidders and any other interested parties. Any information disseminated at a pre-bid conference that alters the intent, specifications, or scope of work shall be made available to all bidders and be included as an addenda to the solicitation. Responses that are clarifying in nature will not be included as part of an addenda and may or may not be shared with other bidders.

There shall be no private dissemination of information to any bidder or group of bidders that may provide an advantage over other bidders. At the discretion of PGCPS, questions may be required in writing and may be answered in writing. Pre-bid conferences may also be recorded. Attendance at pre-bid conferences are not mandatory and, therefore, not a prerequisite to submitting a bid. PGCPS shall not answer questions or discuss a bid with potential bidders after a pre-bid conference has concluded (including potential bidders who did not attend a pre-bid conference) unless the answer is provided to all potential bidders at the same time in the form of an addenda.

Information concerning the attendees at a pre-bid conference shall not be made public until after award, unless included as part of addenda. The preceding is also applicable to pre-proposal conferences and site visits.

Comparision of Invitation for Bid (IFB) vs. Request for Proposal (RFP)

1. Under an IFB, judgmental factors may be used only to determine if the supplies, equipment, or construction item bid meet the purchase description.
2. Under a RFP, judgmental factors may be used to determine not only if the items being offered meet the purchase description but may also be used to evaluate competing proposals.
3. The effect of this different use of judgmental evaluation is that under an IFB, once the judgmental evaluation is completed, award is made on a purely objective basis to the lowest responsive and responsible bidder.
4. Under a RFP, the quality of competing products or services may be compared and trade-offs made between price and quality of the products or services offered, as set forth in the request for proposal. Award under RFP is then made to the responsible offeror whose proposal is most advantageous to the Board.
5. Under an IFB, no change in bids is allowed once they have been opened, except for correction of errors in limited circumstances as described above.
6. The RFP method permits discussions after proposals have been opened to allow clarification and changes in proposals provided that adequate precautions are taken to treat each offeror fairly and to ensure that information gleaned from competing proposals is not disclosed to other offerors.

SMALL PURCHASES

The procedures for purchases made under the small purchase method (i.e. anything under $5,000) include, but are not limited to, the following:

- Insofar as it is practical, at least three businesses, including at least one minority business, shall be solicited to submit quotations for purchases under $25,000. The Purchasing Office may serve as a source of potential vendors.
• Award shall be made to the business offering the lowest quotation meeting specifications.
• The name of the businesses submitting quotations and the date and the amount of each quotation shall be recorded and submitted to the Purchasing Office

If the purchase is less than $5,000, it is recommended that the requester obtains three quotes, which may be reviewed by the buyer and award to the business offering the lowest quotation that meets specifications.

LEASED EQUIPMENT

Although computers and office equipment, such as copiers, are typically “leased,” leases must be competitively bid if either of the following is true about the lease: (a) the lease provides for a nominal purchase option at the conclusion of the lease; or (b) the equipment is obsolete.

TEXTBOOK ADOPTION

Prince George’s County Public Schools through its Division of Academics periodically reviews and makes textbook adoption decisions. This Division maintains its own policy regarding the textbook adoption process. The Department of Purchasing & Supply Services will only initiate procurement of those formally adopted textbooks based upon the recommendations of the Division of Teaching & Learning. Board Policy 6180.1 – Evaluation and Selection of Classroom Instructional Material

E-RATE PROGRAM

(1) The “E-Rate” Program is a program administered by The Schools and Libraries Program of the Universal Service Fund which makes discounts available to eligible schools and libraries for telecommunication services, Internet access, and internal connections. The program is intended to ensure that schools and libraries have access to affordable telecommunications and information services.
(2) Procurements executed under the E-rate program must be an open and fair competitive bidding process and price must be the primary factor when selecting vendor.
(3) E-rate procurements can be processed in two ways: Competitive Sealed Bidding or Competitive Sealed Proposals.

E-rate Competitive Sealed Bidding

The E-rate Competitive Sealed Bidding process is very similar to the Competitive Sealed Bidding process defined herein. The only definitive differences are bidding time, when the award can be made, and the mandatory requirement to submit various e-rate forms at various times.

Public notice of the Invitation for Bids (“IFB” or the “solicitation”) shall be given at least 28 days before the bids are due. The bids are to be advertised in at least one newspaper of general circulation in Prince George’s County or an electronic bid board.

Form 470 (Description of Services Requested and Certification) must be filed with the Universal Service Administration Company (USAC) prior to or on the same day the solicitation is made public so that USAC may post the 470 on its website for 28 days. **Failure to submit Form 470 will deem the procurement e-rate ineligible**
Contractors must obtain a Service Provider Identification Number (SPIN #) in order to respond to a 470 Solicitation on the USAC website (refer to http://www.usac.org/sl/providers/). Pre-bid conference may be conducted by the Procurement Officer to allow prospective bidders the opportunity to become familiar with the solicitation and to ask any questions.

After the 28 days, bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the Invitation for Bids. The amount of each bid, and such other relevant information as may be specified in the Invitation for Bid, together with the name of each bidder and the amount of the bid, shall be read aloud, recorded and shall be open to public inspection.

Award shall be made to lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the Invitation for Bids. **Award can NOT be made until after the 28 day waiting period. Any awards made prior to the 28 day waiting period will deem the procurement e-rate ineligible**

Notice of the intention to award a contract will be provided with reasonable promptness by written notice from the Director or designee to the recommended vendor as well as the unsuccessful bidders. The actual and final award of the contract shall only be made by the Board.

Once the Board has approved the Contract, PGCPS must file Form 471 (Services Ordered and Certification Form) with USAC. **Any 471 submitted without a signed contract will deem the procurement ineligible for services.**

PGCPS must save all documentation pertaining to the competitive bidding process and vendor selection for five (5) years from last day of service. PGCPS procurement must certify and acknowledge on both the 470 and 471 forms that they may be audited and that they must retain all records that can verify the accuracy of information provided.

Interviews/Oral Presentations may be held with the offerors who are reasonably susceptible of being selected for award to assure full understanding of PGCPS’ requirements of the qualified offerors proposals and abilities to perform and obtain the best price.

Qualified offerors shall be accorded fair and equal treatment with respect to any opportunity for discussions, negotiations, and clarification of proposals. The procurement officer shall establish procedures and schedules for conducting discussions. If discussions indicate a need for substantive clarification of or change in the Request for Proposals, the procurement officer shall amend the request to incorporate the clarification or change.

Upon completion of all discussions, the Procurement Officer shall make a determination recommending award of the contract to the responsible offeror whose proposal is determined to be the most advantageous PGCPS considering price and the evaluation factors set forth in the Request for Proposals with price being the primary factor. **Award can NOT be made until after the 28 day waiting period. Any awards made prior to the 28 day waiting period will deem the procurement e-rate ineligible.**
SECTION 9
Selection of Vendors

Approved Vendor List

The Office of Purchasing will maintain a list of active suppliers and contractors interested in doing business with the Board. A vendor placed on the list is not an endorsement or guarantee of a vendor’s performance.

The only suppliers and contractors who shall be considered are those who give assurance of delivery, reliable products, maximum value for dollars spent, and other advantages. It is the responsibility of the Purchasing Office, with the assistance of appropriate personnel, to constantly appraise suppliers and contractors of these components.

The Office of Purchasing has the authority to remove suppliers from bidding with the Board for reasonable period of time that will be determined on a case-by-case basis.

Advertisements

The Board shall advertise at least two (2) weeks before bids are to be filed as follows:

- A posting of notices on a public board located at the Purchasing Office.

Prequalification of Bidders

The Director of Purchasing is authorized to prequalify bidders prior to a solicitation.

Such processes shall set forth the criteria upon which vendor or contractor qualifications will be evaluated and be included in the solicitation where specified. Advance notice shall be given of the deadline for the submission of prequalification applications.

Prior to the date established for the submission of bids or proposals to which the prequalification applies, the Director of Purchasing shall advise (in writing) each vendor who submitted an application whether or not it has been prequalified. Vendors may request a Prequalification Administrative Review (“PAR”) debriefing regarding denial of prequalification after an award has been made.

Failure of a bidder to prequalify with respect to a given procurement shall not bar the bidder from seeking prequalification as to future procurements or from responding to procurements that do not require prequalification.

It is the responsibility of the bidders to monitor the status of a solicitation and to inquire as necessary. The Purchasing Office may or may not issue direct notice of status of the solicitation in terms of award or no award.
Contractors’ Obligation Regarding Criminal Records of Individuals Assigned to Work in PGCPS Facilities

Beginning July 1, 2015, all PGCPS contracts must include the following provisions:

Prohibition against assigning registered sex offenders and individuals convicted of sexual offenses, child sexual abuse, and other crimes of violence to PGCPS contracts: Maryland Law requires that any person who enters into a contract with a county board of education “may not knowingly employ an individual to work at a school” if the individual is a registered sex offender. Under § 11-722 of the Criminal Procedure Article of the Maryland Code, an employer who violates this requirement is guilty of a misdemeanor and, if convicted, may be subject to up to five years imprisonment and/or a $5000 fine.

Effective July 1, 2015, amendments to § 6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor for a local school system may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or nolo contendere to, a crime involving: a) A sexual offense in the third or fourth degree under § 3–307 or § 3–308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would constitute an offense under § 3–307 or § 3–308 of the Criminal Law Article if committed in Maryland; b) Child sexual abuse under § 3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under § 3-602 of the Criminal Law Article if committed in Maryland; or c) A crime of violence as defined in § 14–101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of § 14–101 of the Criminal Law Article if committed in Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under § 3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.

Each contractor is required to submit, following award of a contract, documentation confirming that its direct employees and those of any subcontractors and/or independent contractors assigned to perform work in a PGCPS school facility under the contract meet this obligation. Additionally, the contractor must confirm that it continues to meet this obligation on an annual basis and/or when there are changes in the work-force that the contractor and/or its subcontractors use to perform the work required by the contract.

Violation of this provision is a material breach of contract for which PGCPS may take appropriate action up to and including termination of the contract.

Required criminal background check process for certain individuals in the contractor’s workforce: Under recent amendments to § 5-551 of the Family Law Article of the Maryland Code, each contractor and subcontractor shall require that any individuals in its work-force must undergo a criminal background check, including fingerprinting, if the individuals will work in a PGCPS school facility in circumstances where they have direct, unsupervised, and uncontrolled access to children. The term “work-force” in this and the preceding section refers to all of the contractor’s direct employees, subcontractors and their employees, and/or independent contractors and their employees that the contractor uses to perform the work required by the contract. Fingerprinting for the criminal background check may be performed by the PGCPS Office of Human Resources and Development, 14201 School
Individuals fingerprinted by PGCPS will be required to provide written consent, and PGCPS will maintain copies of all records for criminal background checks performed by PGCPS. If the contractor uses another service approved by PGCPS, the results of the criminal background check must be provided to PGCPS for record keeping. A list of PGCPS approved fingerprinting agencies can be found on the Procurement Unit website at: http://www.pgcps.org/purchasing/.

The contractor must take appropriate steps to promptly follow up on information identified in the criminal background check related to the sexual offenses, child sexual abuse offenses, and crimes of violence enumerated above, as well as any information regarding offenses involving distribution of drugs or other controlled substances, or any other criminal information identified by PGCPS as warranting further explanation insofar as it may significantly affect the safety and security of PGCPS students. If, after following up, the contractor believes that the individual is qualified and should be assigned to work (or continue to work) in a PGCPS school facility, then the contractor will provide a written summary to PGCPS justifying its recommendation. PGCPS will rely on the contractor’s summary to determine whether to accept the contractor’s recommendation, and the contractor will be responsible for any consequences of a material misrepresentation in its written summary. Once the contract is awarded, the contractor is responsible for implementing the background check process. An individual in the contractor’s work-force may not begin work in a PGCPS school facility on an assignment where the individual will have direct, unsupervised, and uncontrolled access to children, until: (a) the background check results for that individual have been received by PGCPS; (b) the contractor certifies to PGCPS that the individual has received training and/or reviewed informational materials, as appropriate, regarding recognizing, reporting, and preventing child abuse and neglect, consistent with the content provided in training for PGCPS employees; and (c) the individual obtains a PGCPS identification badge. The badge will be issued by the PGCPS Department of Safety and Security. The contractor will be required to return all badges at the conclusion of the contract. The criminal background check and badging process will be at the contractor’s expense. Violation of this provision is a material breach of contract for which PGCPS may take appropriate action up to and including termination of the contract.
SECTION 10
RESOLUTION OF PROTESTS & DISPUTES

RESOLUTION OF BID PROTESTS AND DISPUTES

The Director of Purchasing and Supply Services shall attempt to resolve, informally, all protests. Vendors are encouraged to present their concerns promptly to the Buyer and/or Purchasing Supervisor for consideration and resolution. Open dialogue is helpful for all parties and disputes are often only a misunderstanding of the evaluation and recommendation process.

1. An interested party (bidder or offeror of standing) may protest to the Director of Purchasing and Supply Services a proposed award of a contract for supplies, equipment, services, or maintenance. A bidder of standing is a bidder who would be directly next in line for an award should the protest be supported.

   a. The protest shall be in writing addressed to the Purchasing Director and shall include the following:

      • The name address and telephone number(s) of the protestor;
      • Identification of the solicitation;
      • Statement of reasons for the protest;
      • Supporting documentation to substantiate the claim; and
      • The remedy sought

2. The protest must be filed with the Purchasing Office within five (5) calendar days of the recommendation of award or notification to the bidder or offeror that their bid or proposal will be rejected.

3. A vendor who does not file a timely protest before the contract is executed by the Board is deemed to have waived any objection.

4. The Director of Purchasing shall inform the Chief Financial Officer (CFO) upon receipt of the protest.

5. The Director of Purchasing shall confer with the general counsel prior to issuance of a decision regarding disputes of contracts or awards.

6. The Director of Purchasing shall issue a decision in writing. Any decision of a bid award protest may be appealed to the CFO within two (2) business days of issuance of the decision by the Director of Purchasing. The proposed decision of the CFO or designee, and any written exceptions filed, and any responses thereto may be considered by the Board at an executive session. The Board shall accept, reject, remand or modify the proposed decision of the CFO or designee at a public board meeting.
APPEAL OF CONTRACT AWARD DECISION

A vendor who remains unsatisfied after following the procedures may further contest a contract awarded by the Board by filing an appeal to the Board of Education of Prince George’s County within thirty (30) days of the date of receiving letter from the CFO.

A vendor who remains unsatisfied after following the procedures of the Board may contest a contract awarded to the Maryland State Board of Education (MSBE) as provided by Maryland’s public school law.

The Board reserves the right to award during an appeal if a determination that execution of the contract without delay is necessary to protect substantial State and Board interests.

Protest of Awards Less Than $25,000

Protests or disputes of awards for less than $25,000 shall be made to the Purchasing Supervisor and include the information as outlined above.

The Purchasing Supervisor shall review and make a determination as to the merit of the protest or dispute. Bidders may appeal this decision to the Director of Purchasing.

The Director of Purchasing will evaluate the issues involved and render a decision. The decision of the Director of Purchasing is final.

Remedies

(1) The provisions of this Section apply where it is determined administratively or upon judicial review, that a solicitation or award of a contract is in violation of law.

(2) If, prior to award, it is determined that a solicitation or proposed award of a contract is in violation of law, then the solicitation or proposed award shall be:

(a) revised to comply with the law, or

(b) canceled.

(3) If after an award, it is determined that a solicitation or award of a contract is in violation of law, then:

a) if the person awarded the contract has not acted fraudulently or in bad faith:

(i) the contract may be ratified and affirmed, provided it is determined that doing so is in the best interest of the school system; or

(ii) the contract may be terminated and the person awarded the contract shall be compensated for the actual expenses reasonably incurred under the contract, prior to the termination;

b) if the person awarded the contract has acted fraudulently or in bad faith:

(i) the contract may be declared null and void.
SECTION 11
OTHER JURISDICTIONS/COOPERATIVE
BIDS/PIGGYBACKING

SOLICITATION FROM OTHER JURISDICTIONS (State Finance & Procurement Article §13-110 and COMAR 21.05.09)

PGCPS may enter into cooperative bids with other jurisdictions, as described in the Annotated Code of Maryland Education Section 4-123, Cooperative Administration of Programs. A cooperative bid requires that all jurisdictions involved combine their requirements in one solicitation. Cooperative bids may obtain price advantage due to increased quantities and savings from issuing only one bid solicitation. The Board should be notified of awards on cooperative bids of $25,000 and above.

The Director of Purchasing may authorize the use of a contract from another jurisdiction, as long as it complies with the Annotated Code of Maryland. In addition to the other jurisdictions, PGCPS may use cooperative procurement groups and information from U.S. General Services Administration (GSA), as long as the following criteria are met:

1. The vendor has an existing contract with another public entity for the goods or services required by PGCPS.
2. Such a contract promotes the best interest of PGCPS.
3. The contract between the entity and the other public entity was awarded as a result of adequate competition.
4. The entity is willing to do a “bridge” letter permitting PGCPS to bridge the contract in question.

The contract provides PGCPS with the same goods or services being provided to the other public entity at the same or lower price.

An office or entity desiring to procure an item using a bid from another jurisdiction must provide the following:

- The bid specifications;
- The award information; and
- A memorandum stating the contract amount and vendor name.

The user must meet with the appropriate buyer to determine that the required documents have been obtained and to schedule approval of the bid on the Board agenda.

The Purchasing Office will obtain as reasonably as possible a copy of the original solicitation, the vendor’s response, the bid tabulation or other evaluation criteria and the jurisdiction’s award notice.

The Purchasing Office will assign a contract number (a bid number per the bid log) and maintain the contract information on file.
SECTION 12
DEBARMENT

DEBARRED/SUSPENDED VENDORS

Vendors or contractors, on the basis of documented unsatisfactory performance, may be debarred from contracting for particular types of supplies, services, and construction, permanently or for a specified period of time. The vendor will be notified in writing of the particulars of the debarment. Any purchases conducted on a state or federally funded contract or grant shall be checked against a State of Maryland and the federal debarment list. These procedures identify the processes to be followed for these reviews.

PGCPS reserves the right to adopt a debarment policy which would establish procedures for the debarment of contractors from bidding on PGCPS procurements. Such a policy shall be adopted in conformity with applicable legal requirements.

<table>
<thead>
<tr>
<th>Debarment Review Procedure</th>
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<tr>
<td>All PGCPS purchases (purchase orders, contracts, and independent contract agreements), regardless of account coding, in excess of $25,000 (as per FAR regulations) for goods or services shall be checked against the state and federal government debarment listing. This check is to be performed to the following links for Federal and State, respectfully. <a href="http://www.sam.gov">www.sam.gov</a> and <a href="http://www.bpw.state.md.us/procurement/debarments.asp">http://www.bpw.state.md.us/procurement/debarments.asp</a></td>
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All individual Buyers within the Purchasing department will verify that the selected vendor is not on the debarred vendor list before contract award is reviewed and executed by the Director of Purchasing. Purchasing Office Administrative Assistant will verify non-bid contracted vendors are not on the debarment list before contract awards are reviewed and executed by the Director of Purchasing.

If the vendor is on the debarred list, the school/department will need to select a different vendor.
SECTION 13
MINORITY BUSINESS ENTERPRISES

PGCPS POLICY: MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE (M/WBE)

1. Board Administrative Procedures 7419 – MINORITY BUSINESS PROCEDURES FOR STATE FUNDED PUBLIC SCHOOL CONSTRUCTION PROJECTS

2. Board Administrative Procedures 3325 – MINORITY BUSINESS ENTERPRISE PROCUREMENT PROCEDURES

PROCUREMENT PROCEDURES
The purpose of the Minority Business Enterprise Program is to enhance the participation of qualified minority and women-owned businesses in providing goods and services and construction contracts required by the Board of Education. The establishment of this program maximizes the opportunities for Minority/Women Business Enterprises to participate in the awarding of contracts to vendors, consultants and contractors. It is the responsibility of the Purchasing Minority Business Office, Schools and Office work location administrators to carry out the Administrative Procedures (7419 and 3325) designated to achieve the program’s objectives.

This program describes procedures to accomplish this purpose and to monitor and evaluate progress. All Departments and Divisions under the jurisdiction of the Board of Education are responsible for implementing the program. The scope of this program shall include:

1. Identify and work to eliminate barriers that inhibit M/WBE participation in Prince George’s County Public Schools procurement process;
2. Establish realistic goals to increase M/WBE utilization;
3. Provide information and assistance to M/WBE’s regarding procurement opportunities with PGCPS;
4. Implement mechanisms and procedures for monitoring M/WBE compliance by prime contractors and staff; and
5. Implement mechanisms to evaluate the program’s progress.

The Purchasing Department encourages minority and women owned businesses to compete to provide goods and services. Certified and Non-Certified Minority/Women Business Enterprises are encouraged to respond to solicitation notices. The school system utilizes the State of Maryland Department of Transportation (MDOT), Prince George’s County and the Washington Metropolitan Area Transit Authority (WMATA) certification program. It is our goal to obtain an overall 30 percent goal of minority participation in total dollars spent. Vendors may apply for minority certification from the following agencies.

1. http://www.mdot.state.md.us/

BID PROCESS – COMPETITIVE BID REQUIREMENTS
The specifications established for goods and services should be such that they do not preclude bidding by Minority/Women Business Enterprises. An exception is noted when the specifications are necessary to protect the interests of the School Board. Vendors are invited to bid on the “standard brands” cited as acceptable products by the
Purchasing Department or on those the vendor believes to be equivalent according to the specifications. The acceptability of items quoted on the vendor’s bid, other than those specified, shall rest with the School Board.

A. The Purchasing Department, in accordance with PGCPS’s MBE Policy (3325), actively recruits Prince George’s County-based, Minority and Women-Owned Vendors and ensures that Prince George’s County/Minority/Women-Owned Business Enterprises are aggressively solicited.

B. PGCPS recognizes that through the awarding of contracts, it can aid in the maintenance of a viable economic community within Prince George’s County Public Schools. For this reason, PGCPS may give equalization percentage credits to Prince George’s County-Based/Headquartered Businesses as certified by Prince George’s County Public Schools. A Prince George’s County-Based or headquartered Business may receive an additional percentage of five percent (5%) on contracts greater than $100,000.00 during the proposal evaluation process. (RFP) In addition, most PGCPS Contracts contain a MINORITY BUSINESS subcontracting plans. All Contractors must comply with the terms of its subcontracting plan.

1. The results of PGCPS’s Minority efforts are reported by PGCPS quarterly.
2. PGCPS shall apply the equalization percentage credits during its bid and proposal evaluation process.
3. All Prince George’s County-Based/Headquartered Business must maintain the certification status as such through Prince George’s County or MDOT during contract period. Failure to maintain the certification may result in the immediate contract termination.

TECHNICAL ASSISTANCE AND OUTREACH

In order to provide greater accessibility to bids and plans for M/WBE vendors, contractors and consultants, a document room will be made available to vendors, contractors and consultants. Tabulations of current bids shall be retained in bid files and made available for review.

The School Board shall maintain a public/private partnership with major organizations to provide administrative and, to the degree feasible, technical assistance, to minorities and women desiring to do business with the School Board. These affirmative action methods shall provide an opportunity for all interested and qualified vendors to participate in the formal written bid process.

NON-COMPLIANCE WITH MBE POLICIES

The following conditions will apply when there is noncompliance by contractors with the Prince George’s County Public School’s Minority Business Enterprise Policies.

1. Assistance for Contractors – Meeting M/WBE Participation Requirements

   MBE Coordinator will monitor the level of M/WBE utilization by prime contractors. If a contractor is having difficulties meeting the contractual MBE goal(s), the MBE Coordinator will help the contractor develop and implement corrective measures.

2. Penalties for Contractors Not Meeting Promised MBE Goals

   If a contractor’s MBE participation falls below that provided for in the contract for goods or services, the contractor shall be in breach of the contract. The MBE Coordinator shall investigate whether a breach of contract has indeed occurred. Upon a determination by the MBE Coordinator that a breach
has occurred, all payments under the contract may be immediately suspended. The Purchasing Director and General Counsel’s Office shall be fully involved throughout this process. The findings and determination of the MBE Coordinator (in conjunction with Purchasing and General Counsel) shall be reviewed for a determination as to whether the contractor made a good faith effort to comply with the requirements of the contract.

The contractor will submit detailed information in writing to the MBE Coordinator that the contractor attempted (through reasonable and objective means and in good faith) to meet the M/WBE participation goal established by the contract, but was unable to do so. If determined that the contractor did not act in good faith, all amounts paid to the contractor under the contract, intended for expenditure with an M/WBE, shall be forfeited and recoverable by PGCPS.

In addition, the contract may be rescinded and the department may return all goods received and recover all amounts paid under the contract. Resolution of good faith issues shall occur within the time frames specified in the Prompt Payment Act, Maryland Statutes, Chapter 218, as amended.

Contractors that fail to comply with program and/or contractual requirements may face suspension from bidding on future PGCPS contracts for a period of six months to one year, or longer, as recommended by the Purchasing Director for action by the CEO.

3. Penalties for Non-M/WBE’s and M/WBE’s that defraud the M/WBE Program.

Any vendor (M/WBE or Non-M/WBE) suspected of defrauding PGCPS and/or the MBE Program will be referred to the MBE Coordinator, the Purchasing Department and to General Counsel for review, investigation and possible legal action. Any monetary penalties imposed on the vendor found to have defrauded PGCPS and/or M/WBE Program shall be in keeping with State and Federal Law.

LIQUIDATED DAMAGES PROVISION FOR STATE FUNDED CONTRACTS CONTAINING MINORITY BUSINESS ENTERPRISE PARTICIPATION GOALS

“Liquidated Damages”- Contracts may require the contractor to make good faith efforts to comply with the Minority Business Enterprise (“MBE”) Program and contract provisions. The Board and the Contractor acknowledge and agree that the Board will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not make good faith efforts to comply with the requirements of the MBE Program and MBE contract provisions.

Therefore, upon a determination by the Board that the Contractor failed to make good faith efforts to comply with one or more of the specified MBE Program requirements or contract provisions, the Contractor agrees to pay liquidated damages to the Board at the rates set forth below. The Contractor expressly agrees that the Board may withhold payment on any invoices as a set-off against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss the Board is anticipated to incur as a result of such violation.

Notwithstanding the use of liquidated damages, the Board reserves the right to terminate the contract and exercise all other rights and remedies provided in the contract or by law.
SECTION 14
SUPPLY SERVICES AND SUPPLY MANAGEMENT

SUPPLY SERVICES AND SHOP STORES

SUPPLY SERVICES AND SHOP STORES – GENERAL

Supply Services and Shop Stores provides warehousing and timely distribution for all supplies, repair parts, furniture, equipment and materials of instruction stocked and issued through central facilities to schools, offices and the maintenance repair shops. Internal Ordering of commodities, supplies and goods are made thru the Oracle Purchasing and Supply SSP module or the most commonly used term by schools the MAIN STORE. Items in stock at both Supply Services and Shop Stores can be accessed thru the Main Store. Sufficient funds must be available to complete orders, and charge-backs can occur when funds become available. Once processing is completed in the internal ordering system, Oracle engages the distribution of assets into a new system called Warehouse Management System (WMS)

The salient features of the Warehouse Management System (WMS) focuses on the inventory and distribution aspects within supply chain management. WMS is designed to provide on-line inventory and order management for all materials received, warehoused, issued and distributed throughout the school system. In addition, the application will assist in the process of projecting requirements based on actual system demands, utilization patterns and product lead-times. This application also provides for the full accountability of all assets procured and maintained in the school system, utilizing its many management reports as the basis for conducting audits of system assets.

A. PGCPS’s Supply and Shop Stores Service Center Personnel operate and maintain the facilities for the physical inventory of warehouse and materials management items required to support the various departmental functions.

SUPPLY AND SHOP STORES SERVICE CENTERS

A. The Supply Service Center is located at 9201 East Hampton Drive, Capital Heights, Md. 20743 and Shop Stores Material Management is located at 4801 Brown Station Road, Upper Marlboro, MD 20772.

B. These facilities serve as the primary area for the systematic ordering, receiving, storage, and issuing of all items carried as Inventory, as well as the receiving and shipping area for Prince George’s County-owned items.

C. These two Service Centers are open from 7:00 a.m. to 4:00 p.m., Monday through Friday.

PICKUP AND DELIVERY SERVICE

A. Supply Services shall coordinate the pickup and delivery of supplies from Vendors in the Prince George’s County Public Schools area, as well as deliveries of items being sent out for repairs.

B. All pertinent information is listed on a delivery ticket or pickup schedule. The Supervisor and Distribution Manager determine pickup/delivery schedules for the most efficient use of manpower and PGCPS vehicle(s).
C. Emergency pickup service is provided when required. Supply Services staff working on an emergency order for the requesting Department shall coordinate the emergency pickup request with the Receiving Manager.

ITEMS CARRIED IN INVENTORY

Types of Items Carried in Inventory

A. Numerous parts and supplies required on a day-to-day basis to operate and maintain the facilities, equipment, and grounds owned by PGCPS are carried in inventory for immediate availability. There are approximately 4,000 different line items in inventory at any given time.

B. In addition to the operations and maintenance type items, major repair components with long lead times may be inventories to facilitate timely repairs on vital systems.

ADDING NEW ITEMS

B. An Inventory Request Form shall be prepared by the requesting Department and submitted to the Supervisor of Supply Services and Manager of Shop Stores or Designee to add a new item to Inventory.

Justification shall consider:

(1) Frequency of use;

(2) Lead time; and

(3) Whether the lack of component/part will shut down equipment or a system that will have detrimental effect on the operation of PGCPS.

C. The requesting Department will be notified if the justification does not offset the cost to PGCPS of carrying the item in inventory. Otherwise, the requesting Department will be notified via a New Inventory Item form when the new item has been received and ready for issue.

D. Item(s) declared as surplus or obsolete, a supply of the item(s) in the Instructional Supply Services Center at the request of a Department(s), will result in the cost of the item(s) in Inventory being charged to the user Department(s) budget(s), as indicated on the Instructional Supply Services Center Inventory Request Form.

MINIMUM/MAXIMUM QUANTITIES

The minimum/maximum quantities carried in inventory are computed based on the following:

A. Usage as reflected on Supply and Shop Stores Center Inventory records;

B. Economic order quantity; and,

C. Lead time.

Minimum/maximum quantities may be adjusted upward or downward based upon: (1) history of usage; (2) change in economic order quantity; or (3) change in lead time.
AUTHORITY TO RECEIVE MATERIALS

Only persons authorized by the requesting Department Director or Designee may receive material(s) from the Instructional Supply Services Center inventory. Authorizations shall be accomplished through the ORACLE FINANCIAL System.

INVENTORY MATERIAL

A. To receive items from the Supply and Shop Stores Inventory, authorized Personnel may request item(s) electronically via the pick list, or authorized Personnel may go to the issue counter and request the item(s) needed.

B. Instructional Supply Services Center Personnel shall draw the items requested; enter the issue into the computer, producing a copy of the Inventory Issue for the person receiving the items.

CHARGES FOR INVENTORY ITEMS

All Inventory items must be charged to a General Ledger Account Number or Bond Fund, and Work Order Number, where appropriate.

SCHEDULING PHYSICAL INVENTORY

A physical inventory is generally accomplished at the end of each fiscal year (June). Overages/shortages resulting from the physical inventory reconciliation shall be recorded in the Overages/Shortages Detail Account, Instructional Supply Services Center Inventory.

PURGE OF OBSOLETE ITEMS IN INVENTORY

A. Each year a list of inventory items will be prepared wherein the last issue date is greater than one year.

B. The Using Department(s) will have the option of requesting that the items/materials be sent to their respective shop(s) or to Surplus for return on investment.

C. These items will be charged to the department’s Operating Budget unless a written justification is received from the Director of Purchasing & Supply requesting that the items/materials be retained in Inventory.

D. Periodically, Instructional Supply Services Center Inventory items will be reviewed for the same form, fit, and/or function. When such duplication is found, a meeting will be held with the Using Department(s) to determine if like product(s) can be purged from Inventory.

RELOCATION OF OFFICES AND PERSONNEL

Supply Services provides relocation services to support to schools and offices moving to and from spaces within the boundaries of Prince George’s County Public Schools. Relocation within the same school building should be handled internally with on-site Support Operations staff. All other moves are to be handled by the Supply Services Department. Services include:

- Transportation of equipment, furniture, computers, and supplies, etc.
• Supply boxes for Packing/Unpacking services. Packing and unpacking of the office is the department’s responsibility.
• Pickup and delivery of personal effects from your current office to new office

RECEIPT OF ORDERS

RECEIVING AND INSPECTION

Supply Services, PGCPS Office or School Staff are responsible for the receiving and initial inspection of all deliveries of equipment and supplies ordered for PGCPS’s use delivered to the warehouse, with the exception of special requirement deliveries such as purchasing card:

• Receiving reports are prepared and the items are delivered by Supply Service staff to the requisitioning departments on a scheduled basis;
• Requisitioning department personnel must make final inspection to determine that the items are as ordered and meet specifications in the case of competitive sealed bid items;
• Specialty items require immediate inspection by staff from the requisitioning department; and
• Schools and offices must inspection and declare items acceptable prior to issuing a receiving reports

DELIVERIES

There are two (2) delivery methodologies:

a. Dock delivery to Instructional Support Service Center (ISSC) and Facility Service Base Warehouse (FSB-Shop Stores) (usually bulk deliveries)
b. Inside delivery to schools and offices
   a. Furniture
   b. Office supplies
   c. Materials of instruction
   d. Computer related supplies and accessories

To avoid additional shipping and handling charges schools and offices should make every attempt to utilize PGCPS contracted vendors.

SPECIAL REQUIREMENT DELIVERIES

Items requiring delivery to locations other than the Instructional Supply Services Center, including gasoline, diesel fuel, sand, gravel, office supplies, etc., constitute special requirement deliveries.

If the goods ordered are technology or being sourced from a technology company, i.e. Apple, then expect to have all of those items arrive at one of the three (3) Technology Distribution Centers (TDC) located at, Gwynn Park High School, Duval High School, or Fairmont High School, depending on your proximity to the center.

If the goods ordered are not in that category, then they will be shipped to the location specified on the Purchase Order.

RECEIVING REPORT
A receiving report will be prepared by Instructional Supply Services Center Receiving staff for each and every delivery, including special requirements deliveries

ACKNOWLEDGMENT OF RECEIPT OF MATERIAL (ARM)

A. When an item is received at the Instructional Supply Services Center for which a purchase order was not issued, such as samples, software updates, etc., the item is forwarded to the appropriate department or individual and is accompanied by an Acknowledgment of Receipt of Materials (ARM.)
B. The ARM must be signed by the receiving department acknowledging receipt.

INTEROFFICE MAIL AND OTHER ITEMS

A. Interoffice mail/memos will be picked up, sorted, and delivered between the various Departmental locations along with the U.S. mail pickups and deliveries.
B. Requests for printing will be delivered to Printing Services & Copier Program and completed printing orders will be delivered to the requesting Departments at the earliest available mail run.

SPECIAL HANDLING OF CONFIDENTIAL INTEROFFICE MAIL

Interoffice mail of a confidential, nature must be placed in an envelope marked CONFIDENTIAL sealed, and reflect the addressee’s name and Department.

SURPLUS PERSONAL PROPERTY – GENERAL

A. Furniture, fixtures, equipment, or supplies which are no longer needed by a Department become excess or surplus property.

B. This includes items of personal property purchased by PGCPS’s Consultants/Contractors for which they were reimbursed under Contract. Consultants/Contractors shall relinquish these items to PGCPS upon completion of the project or the Contract performance period.

C. PGCPS-owned surplus personal property shall be under the control and management of Purchasing & Supply Services. Supply Services shall transfer items from one Department to another and when items become surplus to the needs of PGCPS, Supply Services shall dispose of the items.

The Prince George’s County Public School System is eligible to purchase federal surplus property from the Maryland State Agency for Surplus Property. With a letter of authorization, issued by the Purchasing Office, and approved by the responsible account manager, a PGCPS employee may visit surplus centers and purchase items for use by PGCPS. If an item is purchased, the receipt issued by the center is attached to a completed requisition form for the issuance of a purchase order.

SURPLUS PERSONAL PROPERTY – POLICY/ADMINISTRATIVE PROCEDURES

Board Policy 3260 – Sales and Disposal of Books, Equipment and Supplies
Administrative Procedure 3260 – Property Disposal
TRANSFER OF SURPLUS PERSONAL PROPERTY TO SUPPLY SERVICE CENTER

Listed below are the procedures for transferring surplus property items to Supply Services are as follows:

A. A Material Transfer Form will be completed by the Department having the surplus items if the items are of an accountable property nature (i.e., if they have an asset tag affixed to them.) The Transfer Form shall be signed by the individual requesting the transfer. The Transfer Form shall be the official document which will indicate the items final disposition. Schools and Offices must complete the Material Transfer Form online and gain approval from the authorizing official. Distribution will be as indicated on the form.

The Material Transfer Form is required for all items. Contact the Supply Services Manager to coordinate the transfer of property from the School/Department for delivery to Supply Services or salvage.

B. Furniture, fixtures, and equipment purchased from any Funding source become surplus based on the filing of a declaration by PGCPS Personnel. These surplus items may be:

   (1) Stored on PGCPS’s premises or in the warehouse for future use. The items must remain on PGCPS premises or be protected by storage;

   (2) Purchased by PGCPS at fair market value and then moved off PGCPS premises. The proceeds of the sale shall be handled in accordance with administrative procedure (add number);

   (3) Transferred to PGCPS for disposition.

   a. In the event the furniture, fixtures, or equipment are transferred to PGCPS, the following property management procedures will be used:

      1) If a bona fide, immediate use (within 60 to 90 days) is identified, and the items are in compliance with any funding and/or technical requirements, steps will be taken to store the property.

      2) Otherwise, Purchasing Department will proceed to dispose of the property in accordance with Maryland Law and applicable Prince George’s County Public Schools Surplus Property Policy as stated herein.

DISPOSITION OF SURPLUS/OBSOLETE PROPERTY

Disposition Approval

A. For items that have become surplus or obsolete to PGCPS’s needs and which were funded, either in whole or in part, with Federal Grant Funds, approval may be required prior to any type disposition of the items.

B. Supply Services must be notified whenever any item of personal property procured, either in whole or
in part, with Grant Funds is transferred to Supply Services as being surplus/obsolete to PGCPS’s needs. Supply Services is responsible for obtaining the necessary approvals and disposing of these items in accordance with the instructions received from grants department.

C. In order to dispose of the surplus/obsolete personal property, the approval of the CEO or Designee approval is required.

Disposition Methods

Methods of disposing of PGCPS property include, but are not limited to the following:

A. Public auctions;

B. On-line auctions;

C. Advertisements for sealed bids;

D. Transfers to other governmental agencies for auction or disposal;

E. Soliciting bids from sources, known to use or purchase for sale, like items;

F. Recycling; and

G. Trade-in on new equipment when in the best interests of PGCPS.

The method to be utilized will depend upon the item. Primary consideration shall be given to the method that results in the greatest return on PGCPS’s investment.

When item(s) in surplus storage have been determined by the applicable Department Head, Principal, or Administrator to be of no further use for PGCPS’s functions, the Supply Services Supervisor through the Director of Purchasing & Supply Services will send a written request to the CEO or designee listing the item(s) to be declared surplus. This request shall explain the plans for disposing of the item(s), contingent upon the CEO or Designee, declaring the item(s) surplus and disposal of it in the manner planned.

ENVIRONMENTALLY PREFERRED PROCUREMENT

PGCPS is committed to buying more environmentally preferable products (EPP), also referred to as “green products” and services as long as they meet our performance needs and are available within a reasonable period of time at a reasonable cost. Per the 1993 U.S. Government Executive Order, EPP items are defined as commodities or services that are less detrimental to the environment and health than competing commodities or services used for the same purpose. EPP items include commodities or services that minimize waste, use recycled materials, conserve energy or water, and reduce the consumption or disposal of toxic material.

Below is a list of recommended products:

- Recycled printer and copier paper
- Other paper products containing the highest recycled content available
Remanufactured toner cartridges
Appliances with Energy Star rating
Office supplies manufactured with recycled/post-consumer waste materials
Energy-saving lamps and ballasts
Computers meeting EPEAT™ (Electronic Product Environmental Assessment Tool) silver or gold rating
Printers and copiers with duplex printing capability

CLEANING AND JANITORIAL PRODUCTS AND SERVICES

In 2012, the Annotated Code of Maryland, Education Section, 5-112, Bids, was amended to include specific language related to the procurement of green product cleaning supplies stating that, to the extent practicable, and economically feasible, a county board shall procure green product cleaning supplies for use in its schools. Additionally, county boards are to draft specifications that provide a clear and accurate description of the functional characteristics or nature of the green product cleaning supplies being procured.

Therefore, all cleaning products in PGCPS schools and buildings will be certified EPP cleaning products if labeled Green Seal, Green Label, Environmental Choice, Terra Choice, or Ecology. Vendors that are contracted by the Board to perform janitorial and custodial services shall also use EPP-labeled cleaning products in the execution of their contractual obligations. Categories of cleaning products specifically not included in this requirement are disinfectants, disinfecting cleaners, sanitizers, or any other antimicrobial products regulated by the Federal Insecticide, Fungicide, and Rodenticide Act, 7 USC 136 et seq., or products for which no guideline or environmental standard has been established.

The Division of Procurement, in partnership with the Department of Facilities Management, Division of School Plant Operations, will issue contracts to vendors only to provide EPP cleaning products as well as approved disinfectants, disinfecting cleaners, sanitizers, and antimicrobial products sanitizers

RECYCLING SURPLUS PERSONAL PROPERTY

A. Surplus personal property turned over to Supply Services which is still in good condition and/or mechanically sound will be retained until the next scheduled auction. Supply Services personnel shall contact Departments that have expressed a need for a particular item(s) or Personnel may visit the storage area to view the available items.

B. For items issued/recycled from surplus personal property storage, an Accountable Property-Transfer Form shall be completed transferring the property to the requesting Department.

C. Items of personal property that is no longer usable for their intended purpose will be classified as obsolete and disposed of according to this Policy.

PUBLIC AUCTIONS

In compliance with legal requirements and PGCPS policies referenced throughout this section, public auctions will be conducted on an “as needed” basis.
RESTRICTIONS ON PURCHASE OF PGCPS-OWNED PROPERTY

All employees of PGCPS are prohibited from purchasing any item at public auctions conducted by PGCPS. This prohibition extends to both direct and indirect participation such as through a friend, relative, or acquaintance and includes all lost and found items.

SURPLUS SALES ACCOUNTING

Prince George's County Public Schools may accumulate surplus or obsolete property which was originally acquired from various General Funds, including Capital Funds. Administrative Procedure 3260 dictates that all surplus property be sold or auctioned. The proceeds from the sale of all property or items, which is sold according to the surplus/obsolete procedures, will be deposited to and accounted for in the General Fund - Miscellaneous Revenue. Surplus or obsolete property acquired from grant or restricted funds shall follow the same preceding procedure, unless specifically addressed within the grant or restricted funds documentation.

TRAVEL & CONFERENCE SERVICES

PGCPS contracted travel agency will provide all required services regarding travel needs.

LEASING AND RENTALS

There are occasions when PGCPS has to decide if it should lease, rent or buy an item of major equipment. Schools/central offices are not permitted to enter into lease or rental agreements without approval of the CEO, General Counsel and Chief Financial Officer.

PURCHASING WITH RESTRICTED FUNDS

Individuals submitting a requisition utilizing restricted funds must first receive all necessary approvals and have their request approved by their appropriate grants specialist to confirm if their request is an eligible use allowed by their grant. Upon the Grant Office approving the order, the requisition can then be submitted to Purchasing to begin the procurement process outlined above. All requisitions submitted without approval will be denied immediately.

EXPEDITING

Expediting of open purchase orders/contracts is accomplished by the Purchasing Department. Vendors are contacted to ensure that items specified on the purchase order will be received in a timely manner. In the event such items will be delayed for some reason, the requisitioning department will be contacted in order to determine what impact the delayed delivery may have in respect to PGCPS’s needs. If the delayed delivery will adversely affect the requirements of the particular project or departmental need, the supplier will again be contacted in order to determine whether or not it can improve its delivery schedule. If the supplier is unable to meet its original commitment, Purchasing Department staff involved may contact other sources of supply. If an alternate source is located with appropriate delivery promised, the original purchase order may be cancelled and a new purchase order placed with the new supplier. Occasionally a requested product may have been discontinued or has an abnormally long lead time. In such cases the requesting department will be contacted by the Purchasing Department and an effort will be made to identify and locate a suitable substitute for the item(s). Vendors should not be contacted directly by departmental personnel regarding the status of a purchase order/contract.
**FREIGHT CHARGES**

The Purchasing Department shall determine freight terms for all items procured by the department. The two most common freight charges are Freight on Board (F.O.B.) Destination and Origin.

A. **Freight On Board Destination** – Vendor is responsible for payment of all shipping charges from point of shipment to the designated PGCPS location. Vendors will generally send shipments on a prepaid basis with the freight companies sending their invoices directly to the vendor(s) for payment. The vendors can recover their freight costs by including them in their initial bid/quote prices. Purchasing Department attempts to arrange for all shipments to be F.O.B. Destination. Unless specifically exempted, title to the items shipped F.O.B. Destination remains vested in the supplier until the shipment reaches the designated PGCPS location.

B. **Freight On Board Origin** – PGCPS is responsible for payment of all shipping charges from point of shipment (origin) to the designated PGCPS location. Claims for any damages to the items suffered in shipment must be filed with the freight company by PGCPS.

C. For orders on which freight charges are invoiced separately, Accounts Payable will pay reasonable invoiced shipping amount(s) as long as the purchase order number is referenced.

**RETURN OF INCORRECT MERCHANDISE**

It is the responsibility of the school/office to contact the supplier request a return for credit or replacement, if an incorrect item is received.

**DEBIT MEMO/SHIPPING ORDER**

A debit memo/shipping order form is used to ship material to a vendor for credit, replacement, repair, etc. All items shipped by PGCPS must be covered by this document, in order to maintain accountability and documentation on all such shipments. The debit memo/shipping order shall identify the purchase order number and/or, if applicable, the return authorization number for the material being shipped.

**PROCEDURES FOR HANDLING PACKING SLIPS AND INVOICES**

1) Orders are delivered based on the “Ship To” information on the purchase order.

2) The person who opens the package should verify that all items listed on the packing slip (which should be inside the package) have been received.

3) Contact the Purchasing Department if you have any questions concerning the order.

4) The packing slip should then be given to the office holding the purchase order to be compared with the original order and held until an invoice is received from Accounts Payable.

5) When an invoice is received from Accounts Payable it should be checked against the packing slip for any discrepancies.
6) Any billing/invoicing questions should be directed to Accounts Payable.

7) If you receive an invoice directly from the vendor, it should be immediately forwarded to Accounts Payable.

8) Accounts Payable will have the invoice stamped with a red stamp as follows:

My signature below signifies that the goods or services on the invoice have been received and that I authorized payment to be made

Signature ___________________

Date _______________

9) The person who signs the payment authorization should also note whether or not the purchase order is still open (only partial order received) or closed (order received in full).

10) Both the signed invoice and the packing slip should then be forwarded to Accounts Payable for payment.

11) If there is a problem with the order that dictates the payment of the invoice should be held, make certain that you notify Accounts Payable, explaining the reason for delaying payment.

ITEMS SENT OUT FOR REPAIR

A. Departments having items requiring repair shall initiate a requisition, listing the description of the item, the manufacturer, manufacturer’s part number, and serial number (if available.) The item to be repaired shall be delivered to the Instructional Supply Services Center for shipping. Purchasing Department will locate a repair center and ship the item using a debit memo/shipping order. The estimated cost of repair shall be authorized prior to performance of repair work.

B. A purchase order for the repair is not issued until the cost is known and decision made whether or not to have the item repaired. If the Buyer considers the estimated repair cost to be economically unfeasible (i.e. the cost of repair would approach or exceed the cost of replacement,) he/she will contact the requisitioning department and determine whether the item should be repaired or returned for salvage and be replaced.

C. If items need repair/replacement that the using department considers to be covered by a vendor’s warranty; the above procedures shall be followed. The department shall issue a requisition for the repair/replacement of the item. This requisition should identify the original requisition number (and purchase order number, if available.) Warranties do not normally cover items such as shipping costs, some labor costs, etc. The requisition will be used by the Purchasing Department to issue a purchase order to cover such expenses. If the item is repaired/replaced at no cost to PGCPS, the requisition will be cancelled.
PAYMENTS ON CONTRACTS

The Accounts Payable Office processes payments associated with a particular contract/purchase order. It provides review and payment approval signatures. The objective is to pay contractors and consultants in the manner specified by the contract documents while meeting all prompt payment requirements and regulations.

PAYMENTS OTHER THAN CONTRACTS AUTHORIZED BY REQUEST FOR PAYMENT

A. For contracts administered by the Purchasing Department, the purchase order for payment shall be signed by the Director of Purchasing & Supply Services or designee. The Purchasing Department is responsible for obtaining approval of the quantity, quality, and technical management of items received prior to forwarding to Finance for payment.

B. Items valued at $5,000 or less may be procured via purchase order or restricted checks or any other avenue available in accordance with applicable PGCPS policies.

C. For items other than those listed above, the originating department is responsible for obtaining payment authorization in accordance with PGCPS’s requirements.

D. The Accounts Payable Department is not permitted to make payments in excess of the purchase order or contract, nor is it permitted to receive on behalf of a department without consultation with requesting department and Purchasing Office.

REQUEST FOR PAYMENT (DISBURSEMENT AUTHORITY)

The Request for Payment Form is controlled by and issued to various PGCPS Departments by the Accounts Payable. The requesting department must maintain a copy of the payment request or their records. Departments are accountable for all Requests for Payment Forms issued for their use.
SECTION 15
RETENTION-ARCHIVING OF DOCUMENTS

RETENTION AND ARCHIVING OF DOCUMENTS

All documents and material related to solicitations will be filed in the Purchasing Office and on the G-drive for a period of time equal to the validity of the contract (s).

School system records or series of records that are subject to audit must be retained until such time as reports of the audit have been received and accepted by the appropriate officials or retention period has been satisfied whichever is longer. As some records are subject to more than one audit, all audit requirements must be satisfied.

Contracts shall be stored at ISSC Warehouse for a period of five years. At the end of five years the Director of Purchasing shall reviewed documentation for appropriate disposal.

Schedules shall be prepared by each division for all record series created and maintained. Accordingly, all are responsible for maintaining and implementing records retention and disposal schedules within the divisions and/or offices and schools, which they assigned.

The division, office and/or school’s Record Manager is responsible for ensuring that these schedules are maintained.
SECTION 16
APPENDIX I – POLICIES AND REGULATIONS

POLICIES - Website Link.
State Finance & Procurement Article §5-112, §7-106 & §13-110 - Annotated Code of Maryland
COMAR 21.05.02.07 Pre-bid/Pre-proposal Conference – 21.05.02.07
COMAR 21.05.06.01 Emergency Procurement - Title
Board Policy 0107 Ethics Regulations - Board Policy 0107 Ethics Regulations
Board Policy 3323 Bids - Board Policy 3323 Bids
Board Policy 3150 Solicitations and Acceptance of Funds and Other Resources
  Board Policy 3150 Solicitations and Acceptance of Funds and Other Resources
  Board Policy 3150 Solicitations and Acceptance of Funds and Other Resources
Board Policy 3260 Sales and Disposal of Books, Equipment and Supplies
  Board Policy 3260 Sales and Disposal of Books, Equipment and Supplies
Board Policy 4116 Conflict of Interest
Board Policy 6180.1 Evaluation and Selection of Classroom Instructional Material
  Board Policy 6180.1 Evaluation & Selection Classroom Instructional Materials

ADMINISTRATIVE PROCEDURES
A.P. 2600: Records and Document Management Program
A.P. 2702: Distribution of Materials by Central Office Mailing Facility - Functions External To School System - Attachment to A.P. 2702
A.P. 2703: Courier Mail Services - Attachment to 2703
A.P. 3325: Minority Business Enterprise Procurement Procedures - Attachment to A.P. 3325
A.P. 3260: Property Disposal
A.P. 3355: Donation of Equipment, Furniture
A.P. 3704: Purchasing Guidelines- Attachment to A.P. 3704
A.P. 7419 : Minority Business Procedures for State Funded Projects

- Attachment 1 to A.P. 7419
- Attachment 2 to A.P. 7419
- Attachment 3 to A.P. 7419
- Attachment 4 to A.P. 7419
- Attachment 5 to A.P. 7419
- Attachment 6 to A.P. 7419
- Attachment 7 to A.P. 7419
- Attachment 8 to A.P. 7419

FINANCIAL BULLETINS - http://www1.pgcps.org/bms/