

Procurement Procedures

Effective 04/04/2007

- All procurement procedures are in compliance with OMB Circular A-102 and implementing regulations, as well as WIA Policy Letter No. 05-PL-16.
- Procurement procedures are in place to assure full and open competition and obtaining these goods and services at the best possible price.
- Request for proposal (RFP's) are required for professional services greater than \$10,000 and all subawards. The RFP process incorporates bidder timelines and projects specific information. Complete and detailed records are maintained of all negotiation meetings. All requirements for legal notice and other advertising required to guarantee competitive procurement are strictly adhered to.
- Procurement is currently classified under nine (9) different types of expenditures. Please refer to *KCDEE classification of expenditure for procurement approval and payment matrix*. The matrix provides a clear process flow from requisition to payment of expenditures. Current classifications are:
 - Adult Training/Support/Career Skills
 - Books and Subscriptions
 - Conferences and Speakers
 - Contract and Lease agreements
 - Employee Travel
 - Information System
 - Office Supplies
 - RVWIB cost reimbursements
 - Subaward cost reimbursements
- Procurement in general:
 - Unless approved by the Administrator, all orders will be placed by the purchasing agent.
 - To ensure that expenditures are reasonable, necessary and allocable, an appropriate requisition must be prepared and signed by the authorized staff as listed on the requisition authorization matrix PRIOR to a purchase order or expenditure request being issued. The authorized requisition should be immediately forwarded to the administrative office.
 - **E-mail option:** Other than employee travel, these forms may be completed electronically and attached to an e-mail form authorizing staff stating the approval of the requisition.
 - Vendor procured items with a unit cost of \$50.00 or under may be sourced by either the requisitioner or the purchasing agent dependent on the nature of the order. The

order must be placed by the purchasing agent. The purchasing agent will issue a purchase order, and notify the requisitioner by e-mail.

- Vendor procured items with a unit cost of greater than \$50.00 will require the completed approved requisition, and the small procurement solicitation form. The procurement solicitation can be sourced by the requisitioner or the purchasing agent dependent on the nature of the item to be procured. The authorized and completed form should be forward to the administrative office. The e-mail option above can be used. The order must be placed by the purchasing agent. The purchasing agent will issue a purchase order, and notify the requisitioner by e-mail.
- Information systems staff can source and place orders for technical equipment using the stated thresholds, however the purchasing agent must have prior notification that the procurement is being done. The purchase order must be issued by the purchasing agent.
- All receiving documents and receipts must be forwarded to accounts payable and matched with the applicable back-up before the expenditure can be approved for payment.
- All procurement documentation is attached to final expenditure information.

KCDEE SMALL PROCUREMENT SOLICITATION FORM
 For Procurements Under \$10,000 and greater than \$50/unit cost

PO #

PO PY-03

Type of Material, Good, Service or Property Being Procured:

Requested by:

Independent Estimate of Cost:

Name of Vendor Contacted	Person Spoken To	Date Contacted	Price Quote	Explanation of Service	Notification Method & Date Acceptance/Refusal

* Justification of Need for Non-expendable Personal Property (** Requests only.)	
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Vendor Selected	
Reason for Selection	

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Signature of Procurer / Date

Signature of Director of Fiscal Operations/ Date

If Applicable:

_____ Date Request for Approval Letter sent to DCEO

_____ Date Approval Letter received from DCEO

- * DCEO must pre-approve purchases of nonexpendable personal property with a unit price of \$5,000 or more. DCEO shall be notified within 30 days of the acquisition.
- ** Nonexpendable personal property is defined as equipment and other personal property of a tangible nature having a useful life of more than one year and having an acquisition cost of \$1,000 or more. DCEO shall be notified within 30 days of the acquisition.

Date Disbarred and Suspended Vendor list checked: _____

Staff responsible: _____

KCDEE Purchase Requisition

This is NOT a Purchase Order

Purchaser Information:

Name:
Department/Location:

Quantity	Item Description/Professional Service	Estimated Price	Vendor/Catalog Information if available

Special Instructions or comments:

Requestor Signature/Date:	Department Manger approval signature/Date:
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Date Received in Purchasing	Purchasing Agent's Approval	Small Procurement Solicitation Required? **	Fund
		YES NO	

** If small procurement solicitation is required, purchasing agent will complete side two.
Requisition will be denied if budgeted funds are not available.

Purchase Orders are required for all transactions regardless of procurement method.

TERMS AND CONDITIONS GOVERNING PURCHASE ORDERS

Authorization. The Kane County Department of Employment and Education will not be responsible for articles delivered and/or services performed without a specific written purchase order.

Payment Requests. In order to be paid, all invoices must include the purchase order number and be sent to: KCDEE, 719 S. Batavia, Building H, Geneva, IL 60134 Attn: Accounts Payable.

Price. The price for the product sold hereunder shall not be higher than that appearing on the face of this purchase order, or if no price appears thereon, then not higher than the last price quoted by Seller. Seller will give Buyer the benefit of any price reductions available or in effect at the actual time of shipment. When cash discounts are offered, the discount date shall begin with the invoice date or delivery date to the Buyer, whichever is later. All prices must be FOB destination. Where specific purchase is negotiated FOB shipping point, the Seller is to prepay shipping charges and add to invoice.

Tax Exemption. The Kane County Department of Employment & Education is a tax-exempt entity. If it is determined that the prices quoted and recorded on this order or the invoice rendered include any taxes, the amount of the taxes will be deducted from the total of the invoice, Illinois Department of Revenue tax exemption identification number E9996-0850-05.

Warranty. All products sold and delivered to Buyer hereunder shall be in full conformity with Buyer's specifications set forth or referred to on the face hereof or if none are set forth or referred to, shall be conformity with Seller's published specifications and samples provided to Buyer. All products sold and delivered to Buyer will be new, fit and sufficient for the use intended by Buyer and will be merchantable and of good quality and workmanship and free from defects. The foregoing warranty shall survive any acceptance of the products by Buyer and shall be in addition to any warranty expressly furnished or represented to Buyer by Seller. Seller will defend, indemnify and hold harmless Buyer and its customers from and against any and all costs (including reasonable attorneys' fees incurred), expenses, damages, losses, liabilities, penalties, and judgments attributable to any product delivered hereunder that fails to conform to the warranty set forth herein or otherwise implied by applicable law.

Inspection. All products delivered hereunder shall be subject to final inspection and acceptance by Buyer at its facility notwithstanding prior payment or inspection at Seller's facility. Where circumstances or conditions exist preventing effective inspection of the goods at the time of delivery, the Buyer reserves the right to inspect the goods at a reasonable time subsequent to delivery. Acceptance of any products shall not alter or affect the warranties of Seller referenced above. Buyer may, at its option, either hold rejected products for Seller's instructions and at Seller's risk, or return them to Seller at Seller's expense and require their correction, and Seller shall promptly reimburse Buyer for any and all damages sustained by Buyer as a result of failure of products to conform to the provisions and specifications set forth in this purchase order.

Cancellation. Buyer reserves the right to cancel this order or any part thereof, and Buyer's sole responsibility to Seller shall be to pay the agreed price for such products as have been delivered as of the time such cancellation is effective and to reimburse to Seller its actual costs of materials and direct labor expended by it in reasonable anticipation of its fulfillment of this purchase order which are not recoverable by Seller, provided that no allowance shall be made to Seller for any overhead or anticipated profit for undelivered product. Buyer's maximum liability on account thereof shall be agreed price for the products as set forth in paragraph 3 above, and Seller shall deliver to Buyer any inventory paid for by Buyer pursuant to the preceding.

Excusable Failure or Delay. Neither Buyer nor Seller shall be held responsible for the failure or delay in delivery or acceptance of products where such failure or delay is attributable to any act of God or of the public enemy, war, fire, flood, quarantine, embargo, epidemic, unusually severe weather or other causes similar to the foregoing beyond the reasonable control of the party so affected. The party seeking to avail itself of any of the foregoing excuses must promptly notify the other party of the reasons for the failure or delay in delivery or acceptance and shall exert its best efforts to avoid further delay.

Indemnity for Injury to Persons or Property. Seller will defend, indemnify and hold harmless Buyer from and against any and all costs (including reasonable attorneys' fees incurred), expenses, damages, liabilities, penalties, judgments relating to damages suffered or incurred by any individual or to any real or personal property that is attributable to the products or to Seller.

Independent Contractor. Nothing in this purchase order is intended to, or does, create any joint venture, partnership, agency or similar relationship between Buyer and Seller, other than a buyer and seller relationship. Seller shall not be, and is not authorized to represent itself as, an agent or representative of Buyer for any purposes.

Waiver. Buyer's failure to insist in any one or more instances upon the full performance by Seller of any term, covenant, obligation, covenant or condition imposed on it by this purchase order shall not be construed as a waiver of any right available to Buyer hereunder with respect to such nonperformance or as Buyer's condoning further nonperformance.

No Change Order. No change, modification or extension of this purchase order shall be effective against Buyer or Seller unless it is made in a writing making specific reference to this purchase order and is signed by an authorized representative of Buyer and Seller.

Governing Law. This purchase order shall be governed exclusively by the laws of the State of Illinois without regard to its conflicts of laws principles.

Non-Discrimination. The Seller will comply fully with the nondiscrimination provisions of the following laws: Section 188 of the Workforce Investment Act of 1998 (WIA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title 1 financially assisted program or activity; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin; Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities; the Age Discrimination in Employment Act of 1975 as amended, which prohibits discrimination on the basis of age and Title IX of the Education Amendment of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; the Illinois Human Rights Act, as amended; Civil Rights Restoration Act of 1987; Americans with Disabilities Act of 1980, as amended; Nontraditional Employment for Women Act of 1991, as amended; Equal Pay Act of 1963, as amended; Executive Order 11250; U.S. DOL regulations at 29 CFR Parts 31 and 32; 28 CFR 42 Subparts F&H. The Seller also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above.

Rev. 8.2005

Requisition Authorization Matrix

Staff	Required Authorization
Administrative Department Heads	Executive Director
Marketing Coordinator	Executive Director
EEO Compliance Officer/Human Resources	Executive Director
Information Technology Staff	Manager of Information Technology & Performance
Rapid Response Staff	Director of Special Grants and Rapid Response
Youth Staff	Director of Workforce Operations
Adult and Dislocated Worker Staff	Director of Workforce Operations
Workforce Operations Support Staff	Director of Workforce Operations
Job Placement/OJT Staff	Director of Workforce Operations
Fiscal Staff	Finance Director

If the Authorized Signer is not available, the requisition may be signed by the Executive Director or her designate.