

A Vendor's Guide to Purchasing Policies and Procedures

San Jose Unified School District
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Superintendent
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Introduction

San Jose Unified School District is a large urban school district serving approximately 30,000 students from kindergarten through grade twelve. Located fifty miles south of San Francisco, in the heart of the Silicon Valley, the public school district is one of 33 districts within the boundaries of the City of San Jose. Embracing the major portion of the city, the boundaries of San Jose Unified include a geographic area of over fifty square miles. As the eleventh largest urban school district in California, San Jose Unified has twenty-seven elementary schools, seven middle schools, and seven high schools. Overall, the District is experiencing declining student enrollment and budget deficits, so it needs your help to control costs. As such, we are constantly striving to fill District needs in the most cost effective manner to obtain the best combination of product, quality, price and service.

Welcome to the Purchasing Department

We appreciate your interest in doing business with San Jose Unified School District. We hope this guide will benefit you as a new or present supplier. Our aim is to promote a climate for good business relationships with San Jose Unified School District. This guide will outline our purchasing policies and procedures. Whenever you need more information, please contact us.

Purpose

The Purchasing Department's purpose is to maintain continuity of services and supplies to support the various schools and departments.

The purpose of this guide is to explain how a vendor may participate in the District's business. The District is always interested in securing responsible vendors who can supply its needs promptly, economically, and in the desired quality and quantities.

Sales Calls and Contacts

Office hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday. To manage time and ensure you get the attention you request, we urge you to schedule an appointment before coming to the Purchasing Department.

Purchasing Policy

SJUSD operates its business based on a centralized Purchasing Program. A Purchase Order (P.O.) properly numbered, authorized and signed by the Purchasing Department is the only document by which the District obligates itself to a vendor. Purchasing Department is the only entity authorized to sign and issue purchase orders. This policy is supported by the California Education Code, which requires that public school purchases have District approval prior to the receipt of goods and services. Moreover, in order to conduct business with SJUSD, the District recommends vendors familiarize themselves with all of the State of California applicable codes, rules and regulations that affect the acquisition of goods and services for school districts.

PLEASE NOTE: Vendors are strongly advised not to provide materials or services to the District without first obtaining an authorized purchase order from the Purchasing Department. Purchases made in the name of the District without an authorized P.O. may be considered a donation to the District or a personal obligation of the person making the purchase and not an obligation of the District.

EXCEPTION: In case of an emergency, a vendor has the District's express consent to accept purchase requests from key personnel at the District without an immediate P.O. The employee who placed the order will follow up with an authorized purchase order number the next workday.

Change Orders

The purchase order is the District's (Purchasing Department) contract with the vendor. Therefore, any change to the contract must be in writing and authorized by the Purchasing Department.

Vendor Contacts

The District urges vendors to deal directly with the Purchasing Department on all purchasing related matters, including sales calls, sales presentations, promotions, catalog distributions, returns, exchanges and substitutions. Vendors are discouraged from making sales calls directly at school sites and with District personnel. The District maintains a competitive environment in its approach to purchasing and suggests that vendors first contact the Director of Purchasing and Contract Management for direction and advice before making any sales presentations. This will save time and minimize confusion as to proper roles and authority in the District's procurement process.

What Does SJUSD Buy?

The needs of SJUSD are very diverse. These needs include, but are not limited to: materials for reading, writing, math, science, art and athletic supplies, furniture, audio and video equipment, office equipment, maintenance services, custodial supplies, transportation equipment, vehicles, computers, printers, and software. The Food Services Department purchases food supplies, services and food service equipment. The District also seeks services for equipment maintenance contracts and public works contracts in school construction for modernization, remodeling and site improvements.

Samples

Leaving samples does not guarantee a purchase or preferential treatment. Samples are to be free of cost to SJUSD. Samples will not be returned to vendor unless specified by vendor in advance.

New Vendors

To be placed on the District's vendor or bidder's list, a new vendor need only send a letter to the Director of Purchasing and Contract Management at 855 Lenzen Ave., San Jose, CA 95126, requesting to be placed on the list. This letter should contain at least the following information: business name, address, telephone and fax number, e-mail address, product(s), description(s) and/or services offered, contact person, a line card and business ownership certification (i.e. minority, women or disabled veteran owned). Because of the number of supplies the Purchasing Department deals with, submitting a letter does not guarantee a vendor will be notified every time a quotation or bid for that particular commodity or service is sent out.

Statements of Work

Written statements of work are used in the bidding, RFP and quote process to describe the required level of quality, quantity, delivery and specifications. In addition to the statements of work, certain terms and conditions governing purchases are also outlined in the District's bid, RFP, quote and purchase order and Independent Contractor Agreement forms and attachments. For more information, please contact the Purchasing Department.

Sometimes a vendor may expend considerable time and money presenting a product to an individual SJUSD department in the hopes of making a sale. The purchase may eventually be made by competitive bid and what you spend for expensive designs, demonstrations and layouts does not guarantee you an order. Statements of work and specifications prepared by SJUSD departments are carefully reviewed by the Purchasing Department to eliminate undue restrictions that may unnecessarily stifle competition. The purchase will eventually be made from the lowest responsible bidder meeting the objective scope of work and specifications. A consultant who assists SJUSD in the preparation of bid documents shall not be allowed to bid on the project they helped prepare. This would constitute a conflict of interest under Government Code section 1090 and, therefore, make any contractual agreement null and void.

Basis for Award

It is the District's desire to develop maximum competition for all purchases and to make awards based on the lowest responsible and responsive bid received. "Lowest responsible bidder" means the lowest bidder who offers best responses in quality, fitness and capacity to the requirements of the proposed work or usage. Such factors as delivery time, quality, compatibility, references, experience, parts and service, freight costs, etc., play an important part in awarding a purchase order to the "lowest responsible bidder." A "responsive" bid/proposal is one that conforms to the requirements of the statement of work, specifications, solicitation, instructions and the District's contractual terms and conditions. This would also include such things as completeness of the quotation and bid forms, inclusion of references and attachments and completion of required responses.

Bids -Formal and Informal

Formal bidding procedures are required for the purchase of materials and/or services exceeding amounts specified by law, which is currently specified at \$78,900 for goods and services and \$125,000 for public works projects. Bid limits are subject to change on a yearly basis. The District has opted to follow the Uniform Public Construction Cost Accounting Act for public works projects. The bidding process may require bidders to attend a bid conference. Bids must be submitted to the Purchasing Department in sealed envelopes at a specified time and date. Formal bids are primarily advertised in the San Jose Post Record. Minority, women and disabled veteran owned businesses are strongly encouraged to participate in this process. The District awards bids to the lowest, responsive, responsible bidder and reserves the right to waive informalities and reject any and all bids offered.

Informal quotes, bids or proposals for goods and/or services may be requested and received in writing by mail, e-mail and facsimile. Informal bids apply to purchases below the formal bid limits described herein.

Confidentiality

Confidential items submitted to Purchasing shall be clearly identified and marked as confidential on all copies. Purchasing will not disclose information about any bid, proposal, sample demonstration, specification or product feature or any other information of a confidential nature to any outside organization or individual at any time unless required through the Freedom of Information Act. Purchasing will shred confidential documents after review and evaluation unless otherwise specified in writing.

Delivery Schedules

All merchandise must be prepaid to point of destination. Shipments in almost all cases are to be made to the various District departments and school sites. Requirements for delivery are specified on all purchase orders. No charge shall be made for cartons, wrapping boxing, drayage or other costs inherent to the vendor unless authorization for such charge is expressly included in a P.O. The P.O. number must appear on all packages and packing slips. Vendors should strive to meet all specified delivery schedules contained on purchase orders. Failure to meet the specified may reflect adversely on your firm's overall performance rating.

All delivered goods or services must be in accordance with the District's scope of work or specifications listed in each order. Purchasing will accept partial deliveries. Substitutes will not be accepted without prior authorization. If for any reason, shipments cannot be accomplished as promised or as required, the Purchasing Department should be notified of the situation as soon as possible. Items remaining undelivered after 60 days of P.O. date may be cancelled. Items not delivered and invoiced by our fiscal yearend (June 30) are to be cancelled automatically unless reauthorized by the Purchasing Department.

Billing, Invoicing and Payments

Invoices should be mailed promptly after delivery of goods and service to San Jose Unified School District, Attn: Accounts Payable, 855 Lenzen Ave, San Jose, CA 95126. Invoices should be submitted in triplicate referencing the appropriate purchase order number; otherwise, payment will be delayed. All school purchases are subject to California sales tax. Vendors can normally expect payment within 30 days of billing provided that proper purchasing procedures have been followed, including having a valid W-9 form on file.

Taxes

The District is exempt from federal excise and property taxes but pays sales and use taxes when applicable. For property tax exemption forms, please contact Purchasing.

Gifts and Gratuities

San Jose Unified School District maintains a strict policy prohibiting the acceptance by its employees of gifts and/or gratuities from any supplier or potential supplier (Board Policy 3315 Relationships with Vendors).

However, this policy does not preclude employees from accepting promotional or advertising items such as calendars, desk pads, notebooks and other office gadgets which are offered by business concerns free to all as part of a public relations programs.

Americans with Disabilities Act

In compliance with the Americans with Disabilities Act, if you or someone in your firm needs special assistance to participate in a walk-through or attend a pre-bid meeting you should contact the Purchasing Department at (408) 535-6141. Notification 48 hours prior to the meeting would enable the District to make reasonable arrangements to ensure accessibility to the meeting.

No vendor providing a service, program or activity to the public on behalf of the district shall discriminate against any person because of sex, race, color, creed, national origin or disability. Vendors, if providing a service, program or activity to the public on behalf of the district shall comply with the Americans with Disability Act and the District's policies pursuant thereto when providing said service, program or activity.

Indemnification

To the furthest extent permitted by California law, Contractor shall, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants (and/or attorneys) fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

Insurance

The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Commercial General Liability and Automobile Liability Insurance. Commercial General Liability Insurance and any Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. Minimum requirement: \$1,000,000 each occurrence and \$2,000,000 aggregate.

Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services... In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services. Minimum requirement: \$1,000,000 limit.

Fingerprint Clearance

Vendors must comply with fingerprint clearance requirements as mandated by the State of California, Michelle Montoya Act, if they come in contact with District pupils in the course of providing good and/or services pursuant to a contract with the District.

T/B Testing

Vendors must comply with the tuberculosis requirements of Education Code section 49406.1 with respect to all contractors' employees and all of its subcontractors' employees if they come in contact with District pupils in the course of providing goods and/or services pursuant to a contract with the District.

M.S.D.S.

Vendors are required to provide Material Safety Data Sheets (M.S.D.S.) from the manufacturer for all products that are hazardous, as defined by California Code, Title 8, General Industry Safety Orders Section 5194.

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