

SECTION 16
PURCHASING/ ACCOUNTS PAYABLE POLICY & PROCEDURES

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Goal Statement

It is the intent of the City of Lilburn to establish, foster, and maintain procedures of procurement that maximize value for each dollar of expenditure on necessary goods and services used by the City to provide governmental services for its citizens.

Objectives

1. To assure taxpayers that money provided to the City of Lilburn and appropriated by City Council is spent wisely and effectively.
2. To provide instructions and guidance to all City personnel engaged in the purchasing and accounts payable process.
3. To establish levels of purchasing that relate to procedural formality, cost of procurement activity, and levels of approval to the cost of the item(s) purchased.
4. To develop reliable, competitive sources of supply based upon fair and open vendor relations.
5. To establish ethical standards to assure that procurement is made without favoritism or inappropriate vendor inducements.
6. To remit payments to vendors in a timely manner without error, consistent with vendor terms and taking advantage of any discounts.
7. To establish and maintain internal controls over purchasing and vendor payments that deter misappropriation of City resources without creating unnecessary or excessive paper-work.

Section 16.1 - The Purchasing Process

Section 16.1(a) - General Rules and Principles

The City of Lilburn purchasing policy is established by the City Code, Section 2- 135, supplemented by this Policies and Procedures document.

It is the responsibility of the City Manager or his/her designee to assure that sound procedures are in place, to train and assist City departments in understanding the procedures, and to assure that the purchasing and accounts payable processes run smoothly. The foundation for effective purchasing and proper purchasing conduct is sound and well- communicated policy and procedures.

Operational responsibility for the purchasing and accounts payable is delegated to the Finance Director and/ or designee .

In order to minimize the cost of procurement, purchases of less than \$5,000 are delegated to the departments. This puts accountability, as well as responsibility, into the hands of the

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department heads to assure that all rules and expectations are met.

Purchases greater than \$5,000 have a higher degree of centralization and requires greater effort in seeking the most competitive price. This means that there are more formal procedures and greater administrative oversight.

It is the department head's obligation, with the assistance of the Finance Director, to make certain that any departmental employees involved in procurement know, understand, and adhere to established policy and procedures. Any delegation of authority by department heads permitted under these procedures should be exercised with prudence with regard to both selection of individuals and monitoring of activity. The most important element of effective purchasing and proper purchasing conduct is the active understanding, support and commitment of department heads and staff.

All purchasing activity is expected to comply with departmental budget availability and established budget procedures.

Departments are expected to always seek the most cost-effective goods and services that meet departmental needs. Departments should anticipate needs so as to purchase in sufficient quantities to lower unit costs while avoiding waste due to over-stocking or pilferage.

Competition for City business is critical to cost-effective purchasing. However, as indicated below, the amount of staff time and effort required to complete a purchase should be based on the total cost of the purchase. In other words, a smaller amount of time, effort, and paperwork should be expended for low dollar purchases than for high dollar purchases and considerable time, effort, and paperwork is normal for larger purchases.

The City of Lilburn is exempt from State of Georgia sales tax. Departments are expected to take active measures to avoid the payment of sales tax, including, but not limited, to providing a sales tax exemption certificate to vendors when needed to complete a tax-exempt transaction.

City employees who are involved in the purchasing function in any manner must refrain from all indications or appearance of impropriety with regard to vendors. Specifically, employees are not to accept gifts, gratuities or offers from any individual, company, firm, or business establishment that is a current or prospective vendor. Offers may include, but are not limited to money, entertainment, gifts, favors, loans, or promises of employment. Any such offers should be politely declined, and any offers of significant value that could be construed as an attempted bribe are to be reported immediately to one's supervisor.

City employees who are involved in the purchasing function in any manner must refrain from all indications or appearance of conflict of interest. A conflict of interest arises when a purchase of goods or services would result in the employee or any member of the employee's family realizing a financial gain. The employee shall report all potential or actual conflicts of interest to their department director or City Manager (as applicable) and remove themselves from the decision making process.

Section 16.2 - Smaller Amount Purchases (under \$5,000) Including Use of Petty Cash and Credit Cards

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Smaller amount purchases are defined as purchases in amounts of **\$5,000 or less**. Reasonable effort shall be made to obtain the most favorable price for these purchases, but no formal or informal competitive pricing is required

Section 16.2(a) - Petty Cash Purchases

Petty cash is authorized in the Finance Office in the amount of \$500 for use of all departments. Petty cash is intended for minor purchases that may be expedited more efficiently than by issuing a check or using a credit card.

Petty cash purchases are made on a reimbursement basis. Receipts with proper approval shall be turned in to the Accounting Manager, indicating the proper budget account codes and including departmental approval. The Accounting Manager then replenishes the petty cash in the amount of documented receipts. Petty cash may under no circumstances be used to conduct personal business. For instance, petty cash may never be used to cash employee checks.

Petty cash shall be maintained in a secure manner and kept physically separate from all other cash. The total of cash and petty cash receipts on hand should always be equal to the authorized petty cash amount, and is subject to unannounced desk audit by either City staff or the external auditor.

Section 16.2(b) - Credit Card Purchases

A credit card account is maintained. The intent of credit cards is to provide a faster, more efficient, more flexible manner to procure purchases, at less transaction cost, than issuing checks, resulting in greater productivity. The credit card is often used to expedite internet purchases.

Nevertheless, extreme caution must be observed at all times to assure that the use of credit cards is consistent with City policy and not subject to abuse. The use of credit cards is absolutely prohibited in the following situations:

1. Any purchase that exceeds \$5,000 (purchase of a single item or a single purchase of multiple items).
2. Any purchase that is not budgeted or exceeds the department's approved budget amount.
3. Any purchase that is not work related
4. Cash advances through ATMs or bank tellers.
5. Annual contracts, maintenance or other service agreements.
6. Purchases of personal items of any nature.

The Accounting Manager shall maintain a credit card sign out /sign in sheet. There is a one day limit on credit card check out unless the card is checked out for a conference. The employee(s) who signs out a credit card are held personally responsible for the safekeeping of the card until it is signed back in.

Receipts for any credit card purchases are mandatory and are ultimately the responsibility of the department head. The receipt shall be certified by the individual making the purchase and approved by the department head. The receipts, with proper budget account coding and approval

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shall be submitted when the credit card is checked back in with the Accounting Manager. Internet orders generally result in a confirmation that should be printed and used for receipt documentation.

The Finance Director or Accounting Manager is responsible for reconciling the credit card statement to the submitted receipts and contacting the department to resolve any discrepancies. The credit card shall be paid prior to the due date to avoid any finance charges.

Section 16.3 - Purchases (\$5,000 - \$20,000)

For purposes of this policy, medium amount purchases are defined as purchases in amounts that are greater than \$5,000 and less than \$20,000.

Obtaining competitive quotes is a requirement for medium amount purchases. However, the competitive requirements are much less than the formal competitive procedures for large purchases greater than \$20,000.

Specifically, departments are required to obtain quotations prior to purchase, and are strongly encouraged to obtain a minimum of 3 price quotations or proposals. Verbal quotations are acceptable for purchases \$5,000 - \$20,000. The quotations should all meet the requirements, standards, or specifications of the goods or services to be purchased so that the purchasing decision will be based on comparable competition.

Departments are given considerable latitude in obtaining price quotations or proposals. Quotations may be obtained over the phone, by fax, by e-mail, by sealed quotation, from printed catalogs, or from on-line catalogs. Regardless of the source of the quotation, comprehensive information documenting the quotations shall be compiled on a City of Lilburn Purchasing Quotation /Requisition Form.

The Quotation Form contains the following information:

1. Item(s) for which the quotations are obtained
2. Names of all business providing price quotations
3. Specific source of the price from within the businesses
 - a. The names of the individual providing the quotations, or
 - b. Catalog reference (name & date of catalog, page # of catalog) if price obtained from catalog, or
 - c. Copy of fax for fax quotes, or
 - d. Printed copy of website page if price is obtained from the Internet.
4. The amounts of each quotation
5. The City employee obtaining the quotation

More expensive purchases or purchase of a more complex item will require greater effort and formality. For instance, a written solicitation might be sent to prospective vendors that fully and completely describes the item to be purchased, outlines any special requirements, and provides a deadline for submitting the quote. Departments should keep in mind the general principle that there is greater potential for savings and greater potential for vendor disputes as the price of purchases increases; taking the time to purchase carefully will provide better stewardship of City

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(taxpayer) resources and will also reduce the likelihood of ending up with goods or services that do not successfully meet the needs of the job.

A copy of the Quotation Form shall be sent to the Accounting Manager.

Section 16.4 - Purchases \$20,001 - \$100,000

For purposes of this policy, purchases ranging from \$20,001 - \$100,000 require three written quotes, and must be submitted to the City Manager for approval before making the purchase and/or expenditure. Formal advertising in the City Legal Organ is not required.

Section 16.5 - Purchases over \$100,000

Purchases and expenditures \$100,000 or more must be advertised on the City of Lilburn website/bidding and purchasing, and subject to sealed bid requirements. Sealed bids in this category may be opened and awarded by the City Manager and/or designee.

Section 16.6 - Purchases (\$100,000 or greater)

Purchases and expenditures \$100,000 or greater must be advertised in the City's legal organ, City's website and awarded at a City Council meeting (see bid process below).

Section 16.7 - Bid Process

Purchases of this large type justify the greatest amount of effort, requiring a formal bid process. (An exception to the formal bid process can be made for purchases under State contract – see page 10 for details.) The steps of the formal, sealed bid process are as follows:

1. **Preparation and Dissemination of Invitation for Bids** – Public notice of an Invitation to Bid shall be advertised in the City's legal organ, as determined by City Council, at least 10 calendar days before the bid opening date, and as required by Georgia law. The public notice shall contain a full description of the item or services to be purchased (including specifications as applicable), shall include all contractual terms and conditions applicable to the procurement, shall state the location where bid documents may be obtained and the date, time and place of bid opening. Notice of any required bonding and insurance (see below) shall be included in the bid package.

Invitations to Bid shall be sent to any known suitable vendor (for instance those vendors who participated in similar procurement in the past or who have contacted the City about being considered for similar procurement). Any other methods of advertisement identified as likely to result in optimal competition, such as the City of Lilburn website, should be considered in addition to the required advertisement.

2. **Submittal of bids** – The bid documents shall specify that vendors submit bids in a sealed package that clearly indicates that the package is a response to the Invitation to Bid. The City Clerk or authorized designee shall date /time stamp the package immediately upon receipt. The bids shall remain sealed and secured until time for the bid opening. Bids may be withdrawn, only by written request of the submitting party, at any time prior to the bid opening. Mistakes discovered before bid opening may be modified by written request of the submitting party. Bids received after the designated date and time of bid

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opening shall not be opened or considered. An Invitation for Bid may be cancelled prior to opening date at the sole discretion of the City of Lilburn.

3. **Bid Opening** – The Financial Analyst or authorized designee, in the presence of one or more witnesses, shall open bids publicly on the date and at the time and place designated in the Invitation for Bid. The name of each bidder, the purchase price contained in each bid and such other information as deemed appropriate shall be announced as the bids are opened. A record of bid information and bid tabulation shall be recorded and maintained as a public record.

After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the City or fair competition shall be permitted. However, corrections in bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake, and the bid price actually intended.

4. **Bid Evaluation** – Bids shall be evaluated based on the requirements set forth in the Invitation to Bid, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and experience /suitability for a particular purpose. No criteria may be used in bid evaluation that is not specifically set forth in the invitation.
5. **Rejection /Disqualification of Bids** – The City reserves the right to reject any or all bids if it determines such rejection to be in the best interest of the City. The following types of bids shall be subject to disqualification for cause:
 - a. A bid which is incomplete in any material aspect
 - b. A bid submitted without required bonds
 - c. A bid submitted by a company that has been removed from the bidders' list for prior poor performance

6. **Bid Award** – Subject to approval by the Mayor and City Council for bids of \$100,000 or greater. Bids shall be awarded to the lowest responsible bidder whose bid, conforming to the Invitation for Bid, will be most advantageous to the City of Lilburn, with price and other factors considered. Any rejections of low bids shall be explained and documented in writing. A written award mailed (or otherwise furnished) to the successful bidder within the time for acceptance specified in the bid shall be deemed to result in a binding agreement without further action by either party. The City shall have the right to reject any and all bids.

7. **Receipt of One Sealed Bid** – In the event only one sealed bid is received, no formal bid opening shall take place. A survey of non-responsive or “no bid” responses shall be conducted. If, based on the survey, it is determined that specifications need revision, the one bid received will be returned unopened to the vendor with a letter of explanation, and a new Invitation for Bid shall be prepared. If it is determined that other vendors need to be contacted, the bid due date will be extended, and the one bid received will remain sealed until the new bid opening date. The vendor submitting the single bid will receive a letter of explanation. If it is determined the one bid received is from the only likely

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responsive, responsible bidder, then the bid shall be opened in the presence of at least one other witness. The single bid will be evaluated for award recommendation.

Section 16.7(a) - Bonding

Bonds provide a form of financial protection against damages. A bond is a binding agreement executed by a bidder or vendor and another party to guarantee the performance of certain obligations or duties to the purchaser. There are three types of bonds that may be appropriate for inclusion in procurement for costly items or construction projects.

Section 16.7(b) - Bid Bond

Bid bonds provide surety that the firm awarded a bid shall not withdraw the bid, shall insure the execution of the contract document, and shall furnish any required Payment and Performance Bonds. When specified in the Invitation for Bid, each bid must be accompanied by a bid bond of not less than five (5%) percent of the amount of the bid where the cost is greater than \$100,000 or as required by the City. The guarantee may be in the form of a Cashier's Check or Certified Check made payable to the City of Lilburn, or a Bid Bond issued by a surety company. Bid Bonds will be returned upon award of the contract.

Section 16.7(c) - Performance Bond

A performance bond is executed subsequent to award by a successful bidder to protect the City of Lilburn from loss due to the bidder's inability to complete the contract as agreed, and to secure the fulfillment of all contract requirements. The successful bidder will be required to furnish a performance bond if the contract is more than \$100,000, and will be submitted prior to commencing work. The guarantee of performance may be in the form of a Cashier's Check, Certified Check made payable to the City of Lilburn, Performance Bond, or irrevocable Letter of Credit issued by a Bank or Savings and Loan Association as defined in O.C.G.A., Section 7-1-4. Irrevocable Letters of Credit will not be accepted on contracts of more than \$300,000.

Section 16.7(d) - Payment Bond

The successful bidder will be required to furnish a guarantee of payment for the protection of all subcontractors, individuals, businesses and the City participating in the project or contract. The payment bond is normally in the amount of the contract awarded and must be provided prior to commencing work. This bond is required for construction or other projects with subcontractors that total \$100,000 or greater. This guarantee may be in the form of Payment Bond, Cashier's Check, Certified Check made payable to the City of Lilburn, or an irrevocable Letter of Credit issued by a Bank or a Savings and Loan as defined in O.C.G.A., Section 7-1-4. Irrevocable Letters of Credit will not be accepted on contracts of more than \$300,000.

Section 16.8 - Other Purchasing Policies and Procedures

Section 16.8(a) -Receiving

A vendor confirmation or a City purchase order establishes the specific items and requirements of the ordering department. There is a departmental follow-up responsibility to see that the

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goods or services received matches what was ordered. Specifically, when goods are received, the order should be inspected and compared to both the packing slip that accompanies the order and the purchase documentation. The receiving verification should also provide assurance that the goods arrived in good condition. Any discrepancies in quantity or condition should be noted on the purchase documentation and must be satisfactorily resolved prior to payment. Similarly, any services performed under contract should be verified for completion and correctness prior to payment. Each department is responsible for establishing its own internal procedures to assure accountability for this function. The packing slip should be retained with the purchase documentation.

Section 16.8(b) - State and County Contracts

The State of Georgia Department of Administrative Services and Gwinnett County maintain statewide contracts on many commodities and services. Many of these contracts are available for use by local governments. Since State and County contracts are already the result of a competitive process, departments are authorized to purchase off of State and County contracts at the prices bid or negotiated by the State of Georgia and Gwinnett County in lieu of requirements for obtaining additional competitive prices. Nevertheless, departments are encouraged to spot check State and County contract prices with prices available for the same item or service from another source in an effort to obtain the most favorable price.

State contract information can be found on the internet at:
http://statepurchasing.doas.georgia.gov/00/channel_title/0,2094,35226973_35332914,00.html .

Section 16.8(c) - Federal-Aid Highway Project Procedures (Brooks Act) - Policy for Competitive Negotiation Qualifications-based Selection for Projects Using Federal Aid Highway Program Funding

Except as provided in (II) and (III) below, the City of Lilburn shall use the competitive negotiation method for the procurement of engineering and design related services when FAHP funds are involved in the contract (Federal Highway Administration of the U.S. Department of Transportation as specified in 23 U.S.C. 112(b)(2)(A)). The solicitation, evaluation, ranking, selection, and negotiation shall comply with the qualifications-based selection procurement procedures for architectural and engineering services codified under 40 U.S.C. 1101–1104, commonly referred to as the Brooks Act.

In accordance with the requirements of the Brooks Act, the following procedures shall apply to the competitive negotiation procurement method:

(I.) Solicitation.

The solicitation process shall be by public announcement, public advertisement, or any other public forum or method that assures qualified in-State and out-of-State consultants are given a fair opportunity to be considered for award of the contract. Procurement procedures may involve a single step process with issuance of a request for proposal (RFP) to all interested consultants or a multiphase process with issuance of a request for statements or letters of interest or qualifications (RFQ) whereby responding consultants are ranked based on qualifications and request for proposals are then provided to three or more of the most highly qualified consultants. Minimum qualifications of consultants to perform services under general work categories or areas of expertise may also be assessed through a prequalification process whereby statements of qualifications are submitted on an annual basis.

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Regardless of any process utilized for prequalification of consultants or for an initial assessment of a consultant's qualifications under an RFQ, a RFP specific to the project, task, or service is required for evaluation of a consultant's specific technical approach and qualifications.

(II.) Request for Proposal (RFP).

The RFP shall provide all information and requirements necessary for interested consultants to provide a response to the RFP and compete for the solicited services. The RFP shall:

- (A) Provide a clear, accurate, and detailed description of the scope of work, technical requirements, and qualifications of consultants necessary for the services to be rendered. The scope of work should detail the purpose and description of the project, services to be performed, deliverables to be provided, estimated schedule for performance of the work, and applicable standards, specifications, and policies;
- (B) Identify the requirements for any discussions that may be conducted with three (3) or more of the most highly qualified consultants following submission and evaluation of proposals;
- (C) Identify evaluation factors including their relative weight of importance in accordance with subparagraph (a) (1) (iii) of this section;
- (D) Specify the contract type and method(s) of payment to be utilized in accordance with § 172.9;
- (E) Identify any special provisions or contract requirements associated with the solicited services;
- (F) Require that submission of any requested cost proposals or elements of cost be in a concealed format and separate from technical/qualifications proposals as these shall not be considered in the evaluation, ranking, and selection phase; and
- (G) Provide a schedule of key dates for the procurement process and establish a submittal deadline for responses to the RFP which provides sufficient time for interested consultants to receive notice, prepare, and submit a proposal, which except in unusual circumstances shall be not less than 14 days from the date of issuance of the RFP.

(III.) Evaluation Factors.

- (A) Criteria used for evaluation, ranking, and selection of consultants to perform engineering and design related services must assess the demonstrated competence and qualifications for the type of professional services solicited. These qualifications-based factors may include, but are not limited to, technical approach (e.g., project understanding, innovative concepts or alternatives, quality control procedures), work experience, specialized expertise, professional licensure, staff capabilities, workload capacity, and past performance.
- (B) Price shall not be used as a factor in the evaluation, ranking, and selection phase. All price or cost related items which include, but are not limited to, cost proposals, direct salaries/wage rates, indirect cost rates, and other direct costs are prohibited from being used as evaluation criteria.
- (C) In-State or local preference shall not be used as a factor in the evaluation, ranking, and selection phase. State licensing laws are not preempted by this provision and professional licensure within a

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jurisdiction may be established as a requirement which attests to the minimum qualifications and competence of a consultant to perform the solicited services.

(D) The following non-qualifications based evaluation criteria are permitted under the specified conditions and provided the combined total of these criteria do not exceed a nominal value of ten percent of the total evaluation criteria to maintain the integrity of a qualifications-based selection:

(1) A local presence may be used as a nominal evaluation factor where appropriate. This criterion shall not be based on political or jurisdictional boundaries and may be applied on a project-by-project basis for contracts where a need has been established for a consultant to provide a local presence, a local presence will add value to the quality and efficiency of the project, and application of this criteria leaves an appropriate number of qualified consultants, given the nature and size of the project. If a consultant outside of the locality area indicates as part of a proposal that it will satisfy the criteria in some manner, such as establishing a local project office, that commitment shall be considered to have satisfied the local presence criteria.

(2) The participation of qualified and certified Disadvantaged Business Enterprise (DBE) sub-consultants may be used as a nominal evaluation criterion where appropriate in accordance with 49 CFR Part 26 and the City of Lilburn's FHWA-approved DBE program.

(IV.) Evaluation, Ranking, and Selection.

(A) Consultant proposals shall be evaluated by the City of Lilburn based on the criteria established and published within the public solicitation.

(B) While the contract will be with the prime consultant, proposal evaluations shall consider the qualifications of the prime consultant and any sub-consultants identified within the proposal with respect to the scope of work and established criteria.

(C) Following submission and evaluation of proposals, the City of Lilburn shall conduct interviews or other types of discussions to determine three of the most highly qualified consultants to clarify the technical approach, qualifications, and capabilities provided in response to the RFP. Discussion requirements shall be specified within the RFP and should be based on the size and complexity of the project as defined in City of Lilburn written policies and procedures (as specified in § 172.5(c)). Discussions may be written, by telephone, video conference, or by oral presentation/interview. Discussions following proposal submission are not required provided proposals contain sufficient information for evaluation of technical approach and qualifications to perform the specific project, task, or service with respect to established criteria.

(D) From the proposal evaluation and any subsequent discussions which have been conducted, the City of Lilburn shall rank, in order of preference, at least three consultants determined most highly qualified to perform the solicited services based on the established and published criteria.

(E) Notification must be provided to responding consultants of the final ranking of the three most highly qualified consultants.

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(F) The City of Lilburn shall retain acceptable documentation of the solicitation, proposal, evaluation, and selection of the consultant accordance with the provisions of 49 CFR 18.42.

(V.) Negotiation.

(A) Independent estimate. Prior to receipt or review of the most highly qualified consultant's cost proposal, the City of Lilburn shall prepare a detailed independent estimate with an appropriate breakdown of the work or labor hours, types or classifications of labor required, other direct costs, and consultant's fixed fee for the defined scope of work. The independent estimate shall serve as the basis for negotiation and ensuring the consultant services are obtained at a fair and reasonable cost.

(B) Elements of contract costs (e.g., indirect cost rates, direct salary or wage rates, fixed fee, and other direct costs) shall be established separately in accordance with § 172.11.

(C) If concealed cost proposals were submitted in conjunction with technical/qualifications proposals, only the cost proposal of the consultant with which negotiations are initiated may be considered. Concealed cost proposals of consultants with which negotiations are not initiated should be returned to the respective consultant due to the confidential nature of this data (as specified in 23 U.S.C. 112(b) (2) (E)).

(D) The City of Lilburn shall retain documentation of negotiation activities and resources used in the analysis of costs to establish elements of the contract in accordance with the provisions of 49 CFR 18.42. This documentation shall include the consultant cost certification and documentation supporting the acceptance of the indirect cost rate to be applied to the contract (as specified in § 172.11(c)).

(2) Small Purchases.

The small purchase method involves procurement of engineering and design related services where an adequate number of qualified sources are reviewed and the total contract costs do not exceed an established simplified acquisition threshold. The City of Lilburn may use the State's small purchase procedures which reflect applicable State laws and regulations for the procurement of engineering and design related services provided the total contract costs do not exceed the Federal simplified acquisition threshold (as specified in 48 CFR 2.101). When a lower threshold for use of small purchase procedures is established in State law, regulation, or policy, the lower threshold shall apply to the use of FAHP funds. The following additional requirements shall apply to the small purchase procurement method:

(I.) The scope of work, project phases, and contract requirements shall not be broken down into smaller components merely to permit the use of small purchase procedures.

(II.) A minimum of three consultants are required to satisfy the adequate number of qualified sources reviewed.

(III.) Contract costs may be negotiated in accordance with State small purchase procedures; however, the allowability of costs shall be determined in accordance with the Federal cost principles.

(IV.) The full amount of any contract modification or amendment that would cause the total contract amount to exceed the established simplified acquisition threshold would be ineligible for Federal-

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aid funding. The FHWA may withdraw all Federal-aid from a contract if it is modified or amended above the applicable established simplified acquisition threshold.

(3) Noncompetitive.

The noncompetitive method involves procurement of engineering and design related services when it is not feasible to award the contract using competitive negotiation or small purchase procurement methods. The following requirements shall apply to the noncompetitive procurement method:

(I.) The City of Lilburn may use its own noncompetitive procedures which reflect applicable State and local laws and regulations and conform to applicable Federal requirements.

(II.) The City of Lilburn shall establish a process to determine when noncompetitive procedures will be used and shall submit justification to, and receive approval from, the FHWA before using this form of contracting.

(III.) Circumstances under which a contract may be awarded by noncompetitive procedures are limited to the following:

(A) The service is available only from a single source;

(B) There is an emergency which will not permit the time necessary to conduct competitive negotiations; or

(C) After solicitation of a number of sources, competition is determined to be inadequate.

(IV.) Contract costs may be negotiated in accordance with the City of Lilburn noncompetitive procedures; however, the allowability of costs shall be determined in accordance with the Federal cost principles.

Additional Procurement Requirements.

(1) Common Grant Rule.

(I.) The City of Lilburn must comply with procurement requirements established in State and local laws, regulations, policies, and procedures which are not addressed by or in conflict with applicable Federal laws and regulations (as specified in 49 CFR 18.36).

(II.) When State and local procurement laws, regulations, policies, or procedures are in conflict with applicable Federal laws and regulations, the City of Lilburn must comply with Federal requirements to be eligible for Federal-aid reimbursement of the associated costs of the services incurred following FHWA authorization (as specified in 49 CFR 18.4).

(2) Disadvantaged Business Enterprise (DBE) program.

(I.) The City of Lilburn shall give consideration to DBE consultants in the procurement of engineering and design related service contracts subject to 23 U.S.C. 112(b)(2) in accordance with 49 CFR part 26. When DBE program participation goals cannot be met through race-neutral measures, additional DBE participation on engineering and design related services contracts may be achieved in accordance with the City of Lilburn's FHWA approved DBE program through either:

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(A) Use of an evaluation criterion in the qualifications-based selection of consultants (as specified in § 172.7(a) (1) (iii) (D)); or

(B) Establishment of a contract participation goal.

(II.) The use of quotas or exclusive set-asides for DBE consultants is prohibited (as specified in 49 CFR 26.43).

(3) **Suspension and Debarment.**

The City of Lilburn must verify suspension and debarment actions and eligibility status of consultants and sub-consultants prior to entering into an agreement or contract in accordance with 49 CFR 18.35 and 2 CFR part 180.

Section 16.8(d) - Only Known Source (Sole Source) Purchases

“Only known source” purchases are purchases of goods or services that are so unusual or unique that only one vendor is known to provide this item. If a vendor sells a product that is unique in design, but other vendors have products with a different design that performs the same function, then this is **not** an “only known source” situation.

An exception to the requirement of competitive purchasing for any procurement over \$5,000 may be made in the unusual circumstance when a good-faith review of all known or potential vendors determines that there is only a single known source for procurement. Departments must take care to avoid eliminating competition by writing specifications in such manner that needlessly and unfairly results in elimination of sources of supply.

Departments are required to provide a written explanation of any “only known source” purchases and have prior permission of the purchase approved by the City Manager.

Section 16.8(e) - Emergency Purchases

Normal competitive purchasing procedures may be temporarily waived during bona fide emergencies. An emergency is hereby defined as any situation or circumstance that is determined to constitute a threat to public health, safety or welfare or to the soundness and integrity of public property, or to the delivery of essential services, and where the adverse effects of such emergency may worsen materially in the short term with the passage of time.

The City Manager must declare a “state of emergency” that would permit a waiver of normal purchasing procedures. Departments shall still use such competitive procedures as circumstances reasonably permit. Emergency purchasing provisions must not be used to compensate for poor planning.

Section 16.8(f) - Annual (or Term) Contracts and Blanket Purchase Orders

It is often advantageous to procure goods or services on an annual or long-term basis. Such procurement might be for service or maintenance contracts, or for the purchase of commodities such as building or office supplies or petroleum products.

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Service or maintenance contracts typically specify a term (length of agreement).

Purchase of commodities may result in a pricing agreement. For example a vendor might offer a percent discount from catalog or list price in anticipation of selling a greater quantity of goods to the City. Where competition exists, pricing agreements can be sought through either the less formal quotation process or the more formal bid process. Pricing agreements should require no commitment on the part of the City to buy a specific quantity of goods or service, and should contain a “nonexclusive” clause that allows the City flexibility to use other vendors when needed or desired. In the event that the City enters into any pricing agreements, the City shall confirm the arrangement through a “blanket” purchase order which would confirm the pricing agreement but not specify specific quantities of goods to be purchased. The Accounting Manager shall maintain a file of any blanket purchase orders.

Normally, no contracts or blanket purchase orders shall exceed one year in length.

Section 16.8(g) - Brand Name Purchases

Purchase of a brand name product or service is permissible when the goods comprise a major brand system, program, or service previously selected by the City. This is allowed only when operational effectiveness, future enhancements or additions, or maintenance and storage of spare parts preclude the mixing of brands, manufacturers, etc.

Section 16.8(h) - Request for Qualifications

For the procurement of services where the qualifications of the firm or its principals are central to the services performed, the initial step may be the issuance of a Request for Qualifications (RFQ). RFQs are typically used when a specialized professional service is sought. An RFQ might seek information regarding background of the firm, summaries of similar work done by the firm, references, biographies of the personnel that would be used, time requirements, etc. Cost estimates are not normally sought in an RFQ process. Once RFQs have been received and evaluated, the top candidates might be invited for interviews and /or to provide price bids.

Section 16.8(i) - End of Fiscal Year Purchases

Purchases made at the end of one fiscal year and beginning of the next fiscal year can cause confusion regarding which budget is used for the purchase. This is not a matter of choice or discretion. Generally accepted accounting principles for local governments provide that expenditures take place when the “liability is incurred”. In other words, if a purchase order is issued in June, the amount of the purchase order is charged against that year’s budget, even if the item is not received until July or August. On the other hand, generally accepted accounting principles do not permit a purchase initiated in July to be charged against the prior year’s budget. To reduce end of year confusion and accounting problems, year-end purchasing should be kept to a minimum.

Section 16.9 - Invoices and Accounts Payable

All purchasing activity that results in the issuance of a City check requires adequate supporting documentation for the check. Supporting documentation is outlined

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in previous sections, to include: quotation forms, invoices, receipts, check request forms, credit card statements, expense reports, etc.

Payment authorizations should be supported by original invoices rather a copy of an invoice or a statement. This is important to prevent duplicate payments to vendors. Any exceptions must be documented explaining the reason for using a copy.

Payment checks to vendors shall not be issued by the Accounting Manager until the department head or other authorized department employee has approved the invoice or other supporting document for payment.

The City's standard terms of payment are to pay within 30 days of the receipt of an invoice. All City staff must work together to assure that this standard is met.

Approval of invoices is part of each department's fiscal accountability. This step is intended to assure that no checks are issued merely because an invoice has been received. Department heads or other staff authorized to approve invoices shall carefully check the invoice, assure themselves that the goods have been received in good condition and correct quantity (or that the service has been satisfactorily performed), prior to approving payment. Invoices should be returned to the Accounting Manager within 3-5 business days. Any charges in dispute shall promptly be communicated to the vendor, and then await resolution prior to payment.

Invoices occasionally provide an early payment discount (for instance, 2% of the payment price may be deducted if the invoice is paid within 10 days). Such invoices should be expedited to assure that the City loses no discounts.

"Special handling" and "rush" handling of invoices is inefficient and expensive. Therefore priority must be given to standard, efficient invoice processing according to these procedures, and avoidance of invoice handling outside the norm.

Section 16.10 – GDOT Title VI Assurance

The **City of Lilburn, Georgia (LILBURN)** (hereinafter referred to as the "Recipient"), **HEREBY AGREES THAT** as a condition to receiving any federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d-42 USC 2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations), and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives federal financial assistance from the Department of Transportation, including the Federal Highway Administration, and **HEREBY GIVES ASSURANCE THAT** it will promptly take any measures necessary to effectuate this agreement. This Assurance is required by Subsection 21.7(a) (1) of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurances to its Federal Aid Highway Program.

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1. That the Recipient agrees that each "program" and each "facility" as defined in Subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations made in connection with Federal Aid Highway and in adapted form in all proposals for negotiated agreements:

"The Georgia Department of Transportation in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d-42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award."

3. That the Recipient shall insert the clauses of Appendix A of this Assurance in every contract subject to the Act and the Regulations.
4. That the Recipient shall insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where the Recipient receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient received federal financial assistance in the form, or for the acquisition of real property, or an interest in real property, the Assurance shall extend rights to space on, over, or under such property.
7. That the Recipient shall include the appropriate clauses set forth in Appendix C of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sub-recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under the Federal Aid Highway Program; and (b) for the construction or use of, or access to space on, over, or under, real property acquired or improved under the Federal Aid Highway Program.
8. That this Assurance obligates the Recipient for the period during which federal financial assistance is extended to the program, or is in the form of personal property, or real property or interest therein or structures or improvements thereon, in which case the Assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.
9. The Recipient shall provide for such methods of administration for the program, as are found by the State Secretary of Transportation or the official to whom s/he delegates specific authority, to give reasonable guarantee that it, other Recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants offer Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial endorsement with regard to

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any matter arising under the Act, the Regulations, and this Assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Recipient by the Department of Transportation under the Federal Aid Highway Program and is binding on it, other sub- recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest and other participants in the Federal Aid Highway Program. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the Recipient.

February 9, 2015

Date

City of Lilburn, Georgia
(Recipient)

By _____

(Signature of Authorized Official)

**SECTION 16
PURCHASING/ ACCOUNTS PAYABLE POLICY & PROCEDURES**

City of Lilburn, Georgia

**Title VI Policy
& Complaint Procedures**

1. Introduction

1.1 Purpose

The purpose of Title VI of the Civil Rights Act of 1964 is to prohibit discrimination on the basis of race, color or national origin in federally assisted programs. The intent of the law is to ensure that all persons, regardless of their race, color or national origin, are allowed to participate in these federally funded programs.

The City of Lilburn (City) has established the following procedures to provide monitoring of Title VI compliance activities and complaint processing in all City programs that receive federal funding.

1.2 Policy

The City of Lilburn is committed to compliance with Title VI of the Civil Rights Act of 1964 and all related regulations and directives. The City of Lilburn assures that no person shall on the grounds of race, color, national origin, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Lilburn further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether or not those programs and activities are federally funded. In addition, the City of Lilburn will take reasonable steps to provide meaningful access to services for persons with Limited English Proficiency.

As provided under Section 162a of the Federal Aid Highway Act of 1973 (section 324, title 23 U.S.C.), The City of Lilburn shall not discriminate on the ground of sex and the City of Lilburn shall provide information, as needed, to the Georgia Department of Transportation indicating that the requirements of section 162a of the Federal-Aid Highway Act of 1973 have been added to its assurances.

When the City of Lilburn distributes federal-aid funds to sub-recipients, sub-recipients will include Title VI language in all written agreements and will monitor for compliance.

The City of Lilburn is responsible for initiating and monitoring Title VI activities, preparing required reports and other responsibilities as required by 23 Code of Federal Regulation (CFR) 200 and 49 Code of Federal Regulation 21.

The City will publicize its Title VI policy statement. The City will take Title VI complaints and will refer any complaints that the City has violated Title VI on a Federal Highway

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Administration funded program to the Georgia Department of Transportation (GDOT).

1.3 Coordinator

The City will appoint one or more Title VI Coordinators to implement and oversee its Title VI Policy and procedures.

2. Complaint Procedures

2.1. Required Time to File Complaint

Any complaint to the City should be filed promptly and must be filed not later than one hundred eighty (180) calendar days after the alleged discrimination occurred. The complainant may still file externally within any applicable statute of limitations.

If a complaint is filed within the City and is filed externally during the same time, the external complaint supersedes the internal complaint filing. Accordingly the City's complaint procedures will be suspended pending outcome of the external complaint.

2.2 Step 1- Informal Meeting with Department Head

The complainant should provide the basis of the complaint (race, color, national origin) and the nature of the incident that led the complainant to feel that discrimination was a factor.

The department head shall immediately notify the City Title VI Coordinator. The department head shall immediately notify the Georgia Department of Transportation's VI Coordinator.

Upon receipt of a complaint, the Title GDOT VI Coordinator will determine jurisdiction. Complaints against the City involving Federal Highway Administration funds will be forwarded to the appropriate State agency, the Georgia Department of Transportation, for proper disposition pursuant to its procedures.

2.3 Step 2- Formal complaint to Title VI Coordinator

The complainant should submit his/her complaint to the City in writing with the following information:

1. Name, address and telephone number of the complainant;
2. The location and name of the City department delivering the service;
3. The nature of the incident that led to the complainant to feel that discrimination was a factor;
4. The basis of the complaint (race, color or national origin);
5. Names, addresses and phone numbers of people who may have knowledge of the event;
6. The date or dates on which the alleged discriminatory event or events occurred.

The City Title VI Coordinator shall notify the department head of the formal complaint and the GDOT Title VI Coordinator. The department head shall provide assistance during the GDOT investigation as requested by the GDOT Title VI Coordinator.

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2.4 Disposition of Complaints

Within five (5) days of receipt of the complaint, the Title GDOT VI Coordinator will mail an acknowledgement letter to complainant and forward a copy of the letter and the complaint to Federal Highway Administration (FHWA) Headquarter Civil Rights Office (HCR). A determination of GDOT's jurisdiction, need for additional information, as well as the investigative merit of the complaint will be made by the FHWA HCR. Federal Highway Administration's Headquarter Civil Rights Office shall assign a control number and adjudicate the case upon receipt of the completed investigative file. Complaints processed by Georgia DOT are bound by the time frames outlined in 23 CFR 200.9(b) (3).

3. A complaint may be dismissed for the following reasons:

- a. The complainant requests the withdrawal of the complaint.
- b. The complainant fails to respond to repeated requests for additional information needed to process the complaint.
- c. The complainant cannot be located after reasonable attempts.

4. The complaint will be logged in and shall identify its basis and alleged harm along with the race, color, national origin, and gender of the complainant.

5. In cases where GDOT assumes the investigation of the complaint, the GDOT Title VI Coordinator will provide the respondent with the opportunity to respond to the allegations in writing. The respondent will have 10 calendar days to submit his/her response to the allegations to the GDOT Title VI Coordinator.

6. Within 60 calendar days of the acceptance of the complaint, the GDOT Title VI Investigator will prepare an investigative report inclusive of a narrative description of the incident, all evidentiary support documentation from each party, identification of persons interviewed, findings, and recommendations for disposition for review by the EEO Assistant Administrator before submitting the file to FHWA HCR.

7. Once review by the GDOT EEO Assistant Administrator is complete, the file will be submitted to FHWA HCR in Washington DC for adjudication. FHWA HCR will apprise all parties involved of its record of decision and appeal rights.

8. If the complainant is not satisfied with the results of the investigation, s/he shall be advised of their rights to appeal GDOT's opinion to the FHWA — Georgia Division Office, USDOT or USDOJ. Appeals must be filed within 180 days after GDOT's final resolution. Unless new facts not previously considered come to light, reconsideration of

9. The GDOT Title VI Coordinator will set a mutually agreed-upon time and place for the review process with the complainant–appellant and/or representatives and the City Manager or designee within thirty (30) days of the request. The complainant–appellant may submit documents or other information to be included with the record and considered in the review process. A record of the review will be kept by the City.

10. A complainant's right to a prompt and equitable resolution of the complaint will not be impaired by the complainant's pursuit of other remedies. Use of this complaint procedure is not a prerequisite to the pursuit of other remedies.

2.6 Complaint Log

The City Title VI Coordinator will maintain a Title VI complaint log to show identifying information type, and status of each complaint filed, including those filed under this procedure. When any investigation is concluded, the Coordinator will keep a copy of the report on permanent file.

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3. Limited English Proficiency Policy

The City of Lilburn is committed to providing quality services to all citizens, including those who do not speak English as their primary language, and who have a limited ability to read, speak, write, or understand English. These individuals may be considered Limited English Proficient, or “LEP,” and may be entitled to language assistance.

As a recipient of Federal Transportation Funding, the City of Lilburn must take reasonable steps to ensure meaningful access to its programs and activities by LEP persons. The U.S. Department of Transportation recommends analyzing the following four factors to determine the level and extent of language-assistance measures required within the grantee’s area of responsibility:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by the program or grantee;
2. The frequency with which LEP individuals come in contact with the program;
3. The nature and importance of the program, activity, or service provided by the program to people’s lives; and
4. The resources available to the grantee/recipient or agency, and costs.

The intent of this policy is to find a balance that ensures meaningful access by LEP persons to critical services while not imposing undue burdens on the City or department. Specific steps to be taken, in terms of translation or language interpretation, will depend on the situation at the time, from coordination with LEP individuals and the organizations that serve them and from analysis of the City of Lilburn’s existing resources and the costs of providing language assistance.

Date _____

By _____

Signature of Authorized Official

CITY OF LILBURN
DISCRIMINATION COMPLAINT FORM
FOR TITLE VI

The purpose of this form is to assist you in filing a complaint with the City of Lilburn Title VI Coordinator. You are not required to use this form; a letter with the same information is sufficient. However, the information requested in the items marked with a star (*) must be provided, whether or not the form is used.

1. *State your name and address:

Name: _____

Address: _____

City: _____

State: _____

Zip: _____

Telephone # (Home): _____ (Work): _____

2. *Person(s) discriminated against, if different from above:

Name: _____

Address: _____

City: _____

State: _____

Zip: _____

Telephone # (Home): _____ (Work): _____

Please explain your relationship to this person(s): _____

3. *Agency and department or program that discriminated:

Name: _____

Any individual if known: _____

Address: _____

City: _____

State: _____

Zip: _____

Telephone #:

4. Non-employment: Does your complaint concern discrimination in the delivery of services or in other discriminatory actions of the department or agency in its treatment of you or others? If so, please indicate below the basis on which you believe these discriminatory actions were taken (e.g., “Race: African American” or “Sex: Female”).

Race/Color: _____

National origin: _____

Sex: _____

Religion: _____

Age: _____

Disability: _____

5. What is the most convenient time and place for us to contact you about this complaint?

6. If we will not be able to reach you directly, please provide the name and phone number of a person who can tell us how to reach you and/or provide information about your complaint:

Name: _____

Telephone #: _____

7. If you have an attorney representing you concerning the matters raised in this complaint, please provide the following:

Name: _____

Address: _____

City: _____

State: _____

Zip: _____

Telephone #: _____

8. To your best recollection, on what date(s) did the alleged discrimination take place?

Earliest date of discrimination: _____

Most recent date of discrimination: _____

9. Complaints of discrimination must be filed within 180 calendar days of the alleged discrimination. Please explain as clearly as possible what happened, why you believe it happened, and how you were discriminated against. Indicate who was involved. Be sure to include how other persons were treated differently from you. (Please use additional sheets if necessary and attach a copy of written materials pertaining to your case).

10. Please list below any persons (witnesses, fellow employees, supervisors, or others), if known, whom we may contact for additional information to support or clarify your complaint.

Name	Address	Area code/telephone numbers
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<hr/>	<hr/>	<hr/>

11. Do you have any other information that you think is relevant to our investigation of your allegations?

12. What remedy are you seeking for the alleged discrimination?

13. Previous Complaints:

Have you (or the person discriminated against) filed the same or any other complaints?

Yes No

If so, do you remember the Complaint Number?

Against what agency and department or program was it filed?

Name: _____

Address: _____

City: _____

State: _____

Zip: _____

Telephone #: _____

Date of Filing: _____

DOJ Agency: _____

Briefly, what was the complaint about?

What was the result?

14. Have you filed or do you intend to file a charge or complaint concerning matters raised in this complaint with any of the following? State or U.S. Department of Transportation

U.S. Equal Employment Opportunity Commission

Federal or State Court

Your State or Local Human Relations/Rights Commission

Grievance or complaint office

15. If you have already filed a charge or complaint:

Agency: _____

Date filed: _____

Case or Docket number: _____

Date of Trial/Hearing: _____

Location of Agency/Court: _____

Name of Investigator: _____

Status of case: _____

Comments:

16. *We cannot accept a complaint if it has not been signed. Please sign and date this complaint form below.

Signature: _____ Date: _____

Please feel free to add additional sheets to explain the present situation to us.

Please make a copy for your records, and then mail the completed, signed Discrimination Complaint Form to:

City of Lilburn

340 Main Street

Lilburn, GA 30047

17. Previous Complaint Number:

If your complaint has already been assigned a complaint number, please list it here:

Complaint Number: _____

APPENDIX A

The text below, in its entirety, is in all contracts entered into by GDOT. All of the text including the final section, entitled "Incorporation of Provisions," should be included in any contract entered into by any GDOT contractor.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agree as follows:

1. *Compliance with Regulations*

The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. *Nondiscrimination*

The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. *Solicitations for Subcontracts, Including Procurement of Materials and Equipment*

In all solicitations either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

4. *Information and Reports*

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the (*Recipient*) or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the (*Sub-recipient*), or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. *Sanctions for Noncompliance*

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the (*Sub-recipient*) shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. *Incorporation of Provisions*

The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The Contractor shall take such action with respect to any subcontractor or procurement as the (*Recipient*) or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes

involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the (*Sub-recipient*) enter into such litigation to protect the interests of the state and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

The following clauses shall be included in any and all deeds affecting or recording the transfer of real property, structures, or improvements thereon, or interest therein from the United States.

Granting Clause

NOW, THEREFORE, the Georgia Department of Transportation (GDOT)-as authorized by law, and upon the condition that the state of Georgia will accept title to the lands and maintain the project constructed thereon, in accordance with and in compliance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways; the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation; and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252: 42 USC 2000d to 2000d-4)- does hereby remise, release, quitclaim, and convey unto the state of Georgia all the right, title, and interest of the GDOT in and to said land described in Exhibit A attached hereto and made a part thereof.

Habendum Clause

TO HAVE AND TO HOLD said lands and interests therein unto the state of Georgia, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the state of Georgia, its successors, and assigns.

The state of Georgia, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree, as a covenant running with the land for itself, its successors and assigns, that (1) no person shall, on the grounds of race, color, sex, disability, national origin, age, or religion, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed*, (2) that the state of Georgia shall use the lands, and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination of Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, (3) that in the event of breach of any of the above mentioned nondiscrimination conditions, the agency shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in, and become the absolute property of, GDOT and its assigns as such interest existed prior to this instruction. ¹

I Reverter Clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of Civil Rights Act of 1964.

APPENDIX C

The following clauses shall be included in all deeds, licenses, leases, permits, similar instruments entered into by GDOT pursuant to the provisions of Assurance 7.

The LESSEE, for himself or herself, his or her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease, for a purpose for which a GDOT program or activity is extended, or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the STATE shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by GDOT pursuant to the provisions of Assurance 7.

The LESSEE, for himself or herself, his or her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant, and agree as a covenant running with the land, that (1) no person, on the grounds of race, color, sex, or national origin, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and furnishing of services thereon, no person on the grounds of race, color, sex, and national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation- Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the STATE shall have the right to terminate the [license, lease, permit, etc.] and to reenter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

* [Include in deeds subject to a reverter clause]

That in the event of breach of any of the above nondiscrimination covenants, the STATE shall have the right to reenter said land and facilities there-on, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the STATE and its assigns.

* Reverter Clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of Civil Rights Act of 1964.

Section 16.11 – Non-Discrimination Agreement (NDA)



GEORGIA DEPARTMENT OF TRANSPORTATION

NONDISCRIMINATION AGREEMENT

The Georgia Department of Transportation

And

Lilburn, Georgia
(City or County Name)

The **City of Lilburn**, (hereinafter referred to as the “Recipient”) hereby agrees to comply with the following Federal Statutes, U.S. Department of Transportation and Federal Highway Administration Regulations, and the policies and procedures promulgated by the Georgia Department of Transportation, as a condition to receipt of Federal funds.

Title VI of the Civil Rights Act of 1964

Title VI of the Civil Rights Act of 1964, as amended, provides that no person shall on the ground of race, color, national origin, sex, age, and handicap/disability, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal financial assistance. The Civil Rights Restoration Act of 1987 amended Title VI to specify that entire institutions receiving Federal funds—whether schools and colleges, government entities, or private employers—must comply with Federal civil rights laws, rather than just the particular programs or activities that receive the funds.

Nondiscrimination programs require that Federal-aid recipients, sub-recipient, and contractors prevent discrimination and ensure nondiscrimination in all of their programs and activities, whether those programs and activities are federally-funded or not. If a unit of a State or local government is extended Federal-aid and distributes such aid to another governmental entity, all of the operations of the recipient and sub-recipient are covered. Corporations, partnerships, or other private organizations or sole proprietorships are covered in their entirety if such entity received Federal financial assistance (FHWA Notice N 4720.6, September 2, 1992).

Assurances 49 CFR Part 21.7

The City of Lilburn, HEREBY GIVES ASSURANCES:

That no person shall on the grounds of race, color, national origin, sex, age, and handicap/disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are federally-funded or not. Activities and programs which the recipient hereby agrees to carry out in compliance with Title VI and related statutes include but are not limited to:

LIST ALL MAJOR PROGRAMS AND ACTIVITIES OF THE RECIPIENT

1. That it will promptly take any measures necessary to effectuate this agreement.
2. That each program, activity, and facility as defined at 49 CFR 21.23(b) and (e), and the Civil Rights Restoration Act of 1987 will be (with regard to a program or activity) conducted, or will be (with regard to a facility) operated in compliance with the nondiscriminatory requirements imposed by, or pursuant to, this agreement.
3. That these assurances are given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the recipient by the Federal Highway Administration and is binding on it, other recipients, sub-grantees, contractors, subcontractors, transferees, and successors in interest. The person or persons whose signatures appear below are authorized to sign these assurances on behalf of the Recipient.
4. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and in adapted form all proposals for negotiated agreements.
5. The Recipient, in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, handicap/disabled in consideration for an award.
6. That the Recipient shall insert the clauses of Appendix A of this agreement in every contract subject to the Act and the Regulations.
7. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this agreement.

IMPLEMENTATION PROCEDURES 23 CFR PART 200

This agreement shall serve as the recipient's Title VI plan pursuant to 23 CFR 200 and the Title VI Implementation Guide.

For the purpose of this agreement, "Federal Assistance" shall include:

1. Grants and loans of Federal funds;
2. The grant or donation of Federal property and interest in property;
3. The detail of Federal personnel;
4. The sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient; and
5. Any Federal agreement, arrangement, or other contract which has, as one of its purposes, the provision of assistance.

The recipient shall:

1. Issue a policy statement, signed by the head of the recipient, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the recipient's organization and to the general public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by the Federal Highway Administration within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The head of the recipient shall be held responsible for implementing Title VI requirements.
3. Establish a civil rights unit and designate a coordinator who has a responsible position in the organization and easy access to the head of the recipient. This unit shall contain a Title VI Equal Employment Opportunity Coordinator or a Title VI Specialist, who shall be responsible for initiating and monitoring Title VI activities and preparing required reports.
4. Adequately staff the civil rights unit to effectively implement the civil rights requirements.
5. Process complaints of discrimination consistent with the provisions contained in this agreement, investigations shall be conducted by civil rights personnel training in discrimination complaint investigations. Identify each complainant by race, color, national origin, sex, age, handicap/disability; the nature of the complaint, the date the complaint was filed, the date the investigation was completed, the disposition, the date of the disposition, and other pertinent information. A copy of the complaint, together with a copy of the recipient's report of

investigation, will be forwarded to the Division Office of Civil Rights within 60 days of the date the complaint was received by the recipient.

6. Collect statistical data (race, color, national origin, sex, age, handicap/disability) of participation in, and beneficiaries of the programs and activities conducted by the recipient.
7. Conduct Title VI reviews of the recipient and sub-recipient contractor program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.
8. Conduct training programs on Title VI and related statutes.
9. Prepare a yearly report of Title VI accomplishments for the past year and goals for the next year.

a. Accomplishment Report

List major accomplishments made regarding Title VI activities, include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI Specialist and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special reviews conducted by the Title VI Specialist. List any major problem(s) identified and corrected action taken. Include a summary and status report on any Title VI complaints filed with the recipient.

b. Annual Work Plan

Outline Title VI monitoring and review activities planned for the coming year; state by which each activity will be accomplished and target date for completion.

DISCRIMINATION COMPLAINT PROCEDURE

1. Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, as amended, may file a complaint with the recipient. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the recipient's Title VI Specialist for review and action.
2. In order to have the complaint considered under this procedure, the complainant must file the complaint no later than 180 days:
 - The date of the alleged act of discrimination; or
 - Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the recipient or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

3. Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to any officer or employee of the recipient, the person shall be interviewed by the Title VI Specialist. If necessary, the Title VI Specialist will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled in the usual manner.
4. Within 10 days, the Title VI Specialist will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as the Federal Highway Administration and the Department of Transportation.
5. Generally, the following information will be included in every notification to the Office of Civil Rights:
 - (a) Name, address, and phone number of the complainant
 - (b) Names and address(es) of alleged discriminating official(s)
 - (c) Basis of complaint (i.e., race, color, national origin, sex, age, disability/handicap).
 - (d) Date of alleged discriminatory act(s).
 - (e) Date of complaint received by the recipient
 - (f) A statement of complaint.
 - (g) Other agencies (state, local or Federal) where the complaint has been filed.
 - (h) An explanation of the actions the recipient has taken or proposed to resolve the issue raised in the complaint.
6. Within 60 days, the Title VI Specialist will conduct and complete an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the head of the recipient. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report findings.
7. Within 90 days of receipt of the complaint, the head of the recipient will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with the Department of Transportation, or the Federal Highway Administration, if they are dissatisfied with final decision rendered by the State.

SANCTIONS

In the event the recipient fails or refuses to comply with the terms of this agreement, the Federal Highway Administration may take any or all of the following sanction:

- a. Cancel, terminate, or suspend this agreement in whole or in part.
- b. Refrain from extending any further assistance to the recipient under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the recipient.
- c. Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the recipient.
- d. Refer the case to the Department of Justice for appropriate legal proceedings.

SIGNED FOR THE GEORGIA DEPARTMENT OF TRANSPORTATION:

Georgia Transportation Commissioner

Date

SIGNED FOR THE RECIPIENT

Authorized Official

Date

SUPPLIES AND SERVICES EXEMPTIONS

1. Works of art for public spaces, or other creative/artistic endeavors that require a particular or demonstrated skill or talent to include, but not limited to, artists, musicians, and writers.
2. Printed copyright material including published books, maps, periodicals, and technical pamphlets except where a greater savings can be realized by a quantity purchase.
3. Real property, real estate brokerage and appraising, abstract for titles for real property, title insurance for real property and other related costs of acquisition of real property.
4. Dues, memberships, and board member fees.
5. Subscriptions.
6. Services provided directly to individual citizens and employees including reimbursements and other miscellaneous payments, including but not limited to services provided in response to general liability insurance claims, solid waste services, and park attendant services.
7. Utilities, where there is no reasonable basis for competitive procurement, for example, electric power, water, and sewerage.
8. Licensed health professionals.
9. Legal services, litigation, and related legal expenses.
10. Financial instruments
11. Training, facilitators for meetings, travel, lodging, or meal expense covered by other city policies.
12. Items for sale such as surplus items or items for resale such as the city's digital sign that requires a particular manufacturer or provider to enhance their marketability.
13. Advertisements and legal advertisements.
14. Public works construction contracts to the extent governed by OCGA 36-91-1 et seq.
15. Antiques and other unique assets of historical value, including the restoration and relocation of these items.
16. Materials or services required for confidential and secure investigations.
17. Expenses associated with the disassembly, evaluation, and/or repair of equipment components.
18. Professional services explicitly directed at improving the economic well-being and quality of life in the city through efforts that include, but are not limited to, enhancement of economic activity, job creation, job retention, business retention & expansion, neighborhood development, tax base enhancement, marketing, etc.

Appendix A

**City of Lilburn
Purchasing Quotation /Requisition Form**

Purpose: This form is to be used to document quotations for purchases between \$5,000 - \$20,000.

A **minimum of 3** quotations is normally required for these purchases. Written quotations must be attached for purchases greater than \$20,000. See Purchasing /Accounts Payable Policy and Procedures for more information.

Item(s) for which quotations are obtained:

#	Vendor	Source of Price*	Price Amount	Employee Receiving Quote
1				
2				
3				
4				
5				

* Either:

- a. Attach copy of website page if price obtained from Internet.
- b. Catalog reference (name, date, & page # of Catalog)

- c. Name of individual providing quote.
- d. Attach copy of written /faxed quotes.

Name and address of successful quote vendor:

Submitted by: _____

Department: _____

Date: _____

Approved: _____