

# Georgia Department of Juvenile Justice

## Contract Procedure Manual



**CONTENTS**

1. INTRODUCTION ..... 4

    1.1. Definitions: ..... 4

    1.2. Authority for the Department to Enter into Contracts ..... 6

        OCGA 49-4A-3, Creating the Department of Juvenile Justice ..... 6

        OCGA 49-4A-5(c)(2), Authorizing Department to enter into Contracts for Professional Services..... 6

        OCGA 49-4A-7 Authorizing the Department to Enter into Contracts ..... 6

        OCGA 50-5-69 Purchases without competitive bidding; central bid registry; procurement cards; rules and regulations; applicability to emergency purchases; Purchasing Advisory Council ..... 6

        OCGA 50-5-54 Rules and regulations to be made and published ..... 7

        DOAS Georgia Procurement Manual ..... 7

    1.3. Consideration of Purchasing Regulations: Rules in Contracting for Services:..... 7

    1.4. Exemptions from State Purchasing Regulations and Certain Purchasing Statutes ..... 7

    1.5. DJJ Authority (from DOAS) to Develop Certain Contracts ..... 8

2. CONTRACTS ..... 9

    2.1. Explanation of Contract Types ..... 9

    2.2. Request for Quotes: ..... 9

    2.3. Request for Proposals: ..... 9

    2.4. Request for Qualified Contractors ..... 9

    2.5. Sole Source:..... 10

3. DEVELOPING CONTRACTS -GENERAL INFORMATION AND CONSIDERATIONS ..... 10

    3.1. Planning for the Contract..... 10

    3.2. Contract Development Training..... 10

    3.3. Contracts Database ..... 11

    3.4. Contract Tracking Log ..... 11

    3.5. State Entity RFP Project Plan..... 11

    3.6. Contract Action Summary Form..... 11

4. DEVELOPING NEW CONTRACTS .....	11
4.1. Request for Contract Package.....	11
4.2 Specific Forms within the Request for Contract Package .....	12
"Sole Source Justification" Form.....	12
Contract Summary .....	12
Contractor's Proposal.....	12
16-Point Personnel Questionnaire .....	12
Concept Paper.....	12
4.3 Budget Approval .....	12
4.4 Forwarding Package to Office of Contracts.....	12
5. Track I Contracts .....	13
5.1. Processing a Track I Contract .....	13
6. Track II Contracts .....	14
6.1 CONTRACT Award – Initial Administration Process .....	14
7. Track III Contracts .....	15
8. AMENDMENTS.....	15
8.1 General Information / Amendment Defined .....	15
Administrative change - .....	15
Substantive change.....	16
8.2 Oral Changes to a Contract .....	16
8.3. Amending the Contract Period: .....	17
8.4. Amending the Contract Funding Level.....	17
8.5. Amending Annexes (Revising, adding, or deleting annexes): .....	17
8.6 steps to Amending a contract .....	17
9. CONTRACT RENEWALS.....	19
9.1. SPD Steps for Renewing Contracts.....	19
9.2. DJJ Steps to renewing a contract .....	20
10. Termination/Suspension of Contracts .....	22
11. File Preparation and Maintenance .....	22

12. Training and Professional Development .....	23
13. Philosophy Regarding an Approach .....	23
Ten Steps to Organizing and Executing a Procurement Using a Request for Proposal (Taken Directly from: DOAS' Guide To Developing a RFP) .....	23
14. CONTRACT MONITORING and Administration .....	24
14.1. General Information .....	24
14.2. Responsibility .....	24
14.3. Monitoring Process .....	24
Administration plan: .....	24
Annual OCI Audits: .....	25
14.4. site visits .....	25
14.5. Instrument.....	25
14.6. Reporting.....	26
14.7. Conducting Monitoring Visits.....	26

## 1. INTRODUCTION

### 1.1. DEFINITIONS:

**Georgia Procurement Manual:** Manual of rules promulgated by the Department of Administrative Services governing the procurement process. The GPM may be accessed on the DOAS website at <http://doas.ga.gov/StateLocal/SPD/Seven/Pages/Home.aspx>

**APO** Agency Procurement Officer

**Attachment:** An attachment to a contract that is referred to within the contract document, i.e., budgets, invoices, proposals, etc.

**Authorization for Contract/Amendment:** The DJJ internal form that has signatures of the division/office director authorizing the contract or amendment as well as budgetary information necessary to encumber the funds.

**Bid:** An offer submitted by a prospective Contractor in response to a Request for Quote (RFQ), Request for Proposal (RFP) or Sole Source issued by a purchasing authority; becomes a contract upon acceptance by the buyer.

**Breach of Contract:** Failure to fulfill a contract, wholly or in part, without legal excuse.

**Debarment:** The exclusion of a person or company from participating in a procurement activity for an extended period of time.

**Department:** Department of Juvenile Justice

**Deliverables:** Description of the specific services to be provided along with the terms and conditions of their provision; also referred to as the scope of services.

**DOAS:** Department of Administrative Services, agency empowered by the Purchasing Act, State of Georgia Annotated Code 50-5, to promulgate rules and regulations governing the purchasing procedures for acquisition of all material, supplies, and services for the State of Georgia

**Emergency Purchase:** A purchase made to alleviate a situation in which there is a threat to health, welfare, or safety under certain conditions defined as an emergency by the jurisdiction. This does not allow time for normal competitive purchasing procedures.

**Fiscal Year:** the 12-month period that represents the entity's operating year. State government operates on a fiscal year that runs from July 1 through June 30 (also referred to as SFY). The federal government operates on a fiscal year that runs from October 1 through September 30 (also referred to as FFY)

**GPR:** Georgia Procurement Registry

**Monitoring:** A review of the service provider's contract and service delivery. Monitoring components may include routine/formal visits/inspections by DJJ staff that are responsible for the administration and operation of the program, desktop monitoring, reviews by DJJ Program Staff, Quality Assurance Visits, outside agency reviews (including fire marshals, health department officials, DHR ORS licensing reviews etc), as well as "on-site" monitoring by the Office of Contracts.

**NIGP:** National Institute of Governmental Purchasing. Codes used to identify commodities and services offered by a contractor. Allows the State to conduct research and analysis to determine statewide spend data for commodities.

**Notice of Award (NOA):** is the state entity's official announcement of actual contract award to the identified supplier(s). The NOA also identifies the amount of the actual contract award, the names of all suppliers whose responses were rejected, and the reasons for the rejection of the unsuccessful suppliers. The NOA must be publicly posted within one day of contract award (i.e., issuing a purchase order to the supplier and/or executing a contract). The NOA is mandatory for announcing any and all awards resulting from solicitations regardless of the dollar amount.

**Notice of Intent to Award (NOIA):** The state entity's official announcement that they intend to award a contract in excess of \$100,000 to a supplier, it is required to post this notice for at least 10 calendar days prior to Notice of Award. This allows contractors that have submitted a proposal, an opportunity to submit a protest to SPD.

**OCGA:** Official Code of Georgia Annotated (Georgia Laws)

**SPD:** State Purchasing Division. The division at DOAS that has sole responsibility over statewide purchasing.

**Delegated Purchase Authority (DPA):** State Purchasing Division (SPD) may, at its discretion, delegate purchasing authority to state entities to permit those state entities to make purchases on their own behalf. It is the intention of the SPDAC to delegate purchasing authority to the maximum extent possible. This is determined by the state entity's staff capabilities which can generally be determined by experience, training, certification and proven ability to successfully provide best-in-class purchasing services to the state entity. Presently the regular delegated purchasing limit for DJJ is \$1 million for Request for Proposals and unlimited for Request for Quotes.

**Terms and Conditions:** All language in the contract, including applicable standard clauses with special provisions; the rules under which all bids must be submitted, and the stipulations, applicable to most contracts, often published by purchasing authorities for the information of all potential bidders.

## 1.2. AUTHORITY FOR THE DEPARTMENT TO ENTER INTO CONTRACTS

### OCGA 49-4A-3, CREATING THE DEPARTMENT OF JUVENILE JUSTICE

(a) There is created the Department of Juvenile Justice and the position of commissioner of juvenile justice. The Department of Juvenile Justice shall be the successor entity to the Department of Children and Youth Services and the change is intended to be one of name only; and the commissioner of juvenile justice shall be the successor to the commissioner of children and youth services and the change is intended to be one of name only. The commissioner shall be the chief administrative officer of the Department of Juvenile Justice and shall be both appointed and removed by the board, subject to the approval of the Governor. The commissioner of human services may not also serve as the commissioner of juvenile justice. Subject to the general policy and rules and regulations of the board, the commissioner of juvenile justice shall supervise, direct, account for, organize, plan, administer, and execute the functions of the Department of Juvenile Justice.

### OCGA 49-4A-5(C)(2), AUTHORIZING DEPARTMENT TO ENTER INTO CONTRACTS FOR PROFESSIONAL SERVICES

(c) (2) The department is authorized to employ, on a full-time or part-time basis, such medical, psychiatric, social work, supervisory, institutional, and other professional personnel and such clerical and other employees as may be necessary to discharge the duties of the department under this chapter. The department is also authorized to contract for such professional services as may be necessary.

### OCGA 49-4A-7 AUTHORIZING THE DEPARTMENT TO ENTER INTO CONTRACTS

(a) (4) Enter into contracts and cooperative agreements with federal, state, county, and municipal governments and their agencies and departments; enter into contracts with public and private institutions and agencies of this and other states; enter into leases with private contractors selected to operate programs on behalf of the department which leases shall run concurrently with the department's service contracts; provided, however, that any such lease shall provide that if the property which is the subject of the lease is sold and conveyed during the term of the lease, such lease shall expire by operation of law 90 days after the closing of such sale and conveyance; and enter into contracts with individuals, as may be necessary or desirable in effectuating the purposes of this chapter;

(c) The board may authorize the commissioner to enter into contracts and agreements provided for in this Code section subject to the approval of the board or may, through appropriate action of the board, delegate such authority to the commissioner.

### OCGA 50-5-69 PURCHASES WITHOUT COMPETITIVE BIDDING; CENTRAL BID REGISTRY; PROCUREMENT CARDS; RULES AND REGULATIONS; APPLICABILITY TO EMERGENCY PURCHASES; PURCHASING ADVISORY COUNCIL

(a) If the needed supplies, materials, equipment, or service can reasonably be expected to be acquired for less than \$25,000.00 and is not available on state contracts or through statutorily required sources, the purchase may be effectuated without competitive bidding. The commissioner of administrative services may by rule and regulation authorize the various offices, agencies, departments, boards, bureaus, commissions, institutions, authorities, or other entities of the state to make purchases in their own behalf and may provide the circumstances and conditions under which such purchases may be effected...

(b) The department shall establish a central bid registry to advertise the various procurement and bid opportunities of state government. Such central bid registry shall be entitled the Georgia Procurement Registry and shall operate in accordance with appropriate rules and regulations applicable to the department's responsibility to manage the state's procurement system. It shall be the responsibility of each agency, department, board, commission, authority, and council to report to the department its bid opportunities in a manner prescribed by the Department of Administrative Services. The commissioner of administrative services is

authorized and directed to promulgate rules and regulations to carry out this responsibility and shall determine the most economical method to conduct public notification of such bid opportunities.

(d) The commissioner of administrative services shall promulgate rules and regulations necessary to carry out the intent of this Code section.

---

## OCGA 50-5-54 RULES AND REGULATIONS TO BE MADE AND PUBLISHED

The commissioner of administrative services is authorized and empowered by this part to make all rules, regulations, and stipulations and to provide specifications to carry out the terms and provisions of this part as may be necessary for the purposes of this part. The rules and regulations as prescribed by the commissioner shall be published in pamphlet form and all the departments of the state government shall be furnished with copies of the same.

---

## DOAS GEORGIA PROCUREMENT MANUAL

The GPM can be found online at <http://doas.ga.gov/StateLocal/SPD/Seven/Pages/Home.aspx>

### 1.3. CONSIDERATION OF PURCHASING REGULATIONS: RULES IN CONTRACTING FOR SERVICES:

The Department of Administrative Services (DOAS) is charged with the responsibility for procuring goods and services on behalf of state agencies pursuant to OCGA 50-5-50 et seq. All purchasing within the Department is therefore governed by the Department of Administrative Services as outlined and described in the Georgia Procurement Manual. The DJJ Financial User's Manual, based on these publications, should also be consulted.

These rules/regulations basically require the following:

1. Acquisition of services involving expenditures of less than \$25,000 may be made without competitive bidding. (See Amended Code Sections Article 3, Chapter 5, Title 50)
2. Acquisitions involving expenditures of \$25,000 or more will be made by solicitation of sealed competitive bids/proposals.
3. The Department's Purchasing Authority is limited presently to \$1,000,000 for RFP's and Unlimited for RFQ's for any bid/proposal solicitation, unless otherwise exempted (See Section on Exemptions)

### 1.4. EXEMPTIONS FROM STATE PURCHASING REGULATIONS AND CERTAIN PURCHASING STATUTES

The following are exempted by statute from purchasing regulations and statutes. Documentation containing justification for not competing the proposed project must be provided for the contract file anytime competitive procurement does not occur. This justification must have been provided prior to contract award.

1. Personal Employment Services: Personal Employment Services includes only those services rendered by a person who works full-time or part-time for and under the control of the state entity and receives compensation as a salary in direct payment from the state entity
2. Professional Services - Professional Services, which are limited to those services defined by statute as a "profession" or "professional service". When in doubt about whether or not a service qualifies as a professional service under the DOAS rules, the contract initiator should contact the DJJ Contract Specialist. The DJJ Contract Compliance Specialist will be responsible for consulting with the DJJ Procurement Officer and for securing any additional clarification from SPD and for

making a final determination of whether or not the proposed services constitute "professional services". The following services are statutorily defined as "professions" or "professional services":

- certified public accountancy, actuarial services,
  - licensed or accredited appraisers or licensed or accredited financial analysts providing opinions of value,
  - architecture, landscape architecture,
  - land surveying,
  - professional engineering,
  - interior design,
  - chiropractic, dentistry, podiatry, registered professional nursing, psychology, medicine and surgery, optometry, and osteopathy.
  - pharmacy,
  - veterinary medicine,
  - harbor piloting,
  - law,
3. School Textbooks – SPD defers to the Department of Education to define school textbooks
  4. Space Management for Real Estate Administration
  5. Governmental Sources: Contracts with governmental sources for needed services are permitted in any dollar amount (these include local, state, and federal agencies or entities who are capable of providing the services needed by the department)
  6. Non Profit Entities - Contractors for services only to be provided by Non-Profit Entities that comply with the requirements of O.C.G.A. 50-20-1 et seq.
  7. Exempt Goods/Services by NIGP - As an additional resource to state entities, SPD has established a list of goods/services by NIGP™ Code which are either exempt from the State Purchasing Act or represent goods for which SPD has waived the competitive bidding requirements. This list is available on SPD's website. SPD may update this list from time to time by posting a new version of the list. [http://doas.ga.gov/StateLocal/SPD/Docs\\_SPD\\_General/nigpexemptlist.pdf](http://doas.ga.gov/StateLocal/SPD/Docs_SPD_General/nigpexemptlist.pdf).

#### 1.5. DJJ AUTHORITY (FROM DOAS) TO DEVELOP CERTAIN CONTRACTS

1. State Purchasing Division (SPD) may, at its discretion, delegate purchasing authority to state entities to permit those state entities to make purchases on their own behalf. It is the intention of the SPD is to delegate purchasing authority to the maximum extent possible. This is determined by the state entity's staff capabilities which can generally be determined by experience, training, certification and proven ability to successfully provide best-in-class purchasing services to the state entity. Presently the regular delegated purchasing limit for DJJ is \$1,000,000 for Request for Proposals and unlimited for Request for Quotes.
2. The Department's goal is to competitively procure as many of its "contracted services" as possible. There are times however when this is not possible and the Department will enter into a sole source contract. Sole source providers must still submit a proposal as to how it intends to perform the services and the anticipated costs. Justification for all sole source contracts must be maintained on file for review. The department must post on the GPR for a minimum of 5 business days the intent to enter into a sole source contract with a specific contractor.

## 2. CONTRACTS

### 2.1. EXPLANATION OF CONTRACT TYPES

The Department utilizes three (3) basic types of contracts. These types will be described as contract tracks. The APO will be responsible for making the initial determination of which track will be used after all information is gathered and signatures obtained on the Request for Contract Form. The initiator must include with the DJJ "Request for Contract" form the justification for a request to utilize a Track I process.

1. Track I will be for all contracts for services that do not have to be "competed". These contracts are permitted under the department's delegated purchasing authority AND/OR are exempted from competitive bidding based on one of the exceptions noted earlier or available through an existing DOAS statewide contract.
2. Track II contracts are those that are procured through an authorized competitive process; either through a Request or Quotes or a Request for Proposals (RFP). The Agency Procurement Officer will be responsible for determining if the solicitation should be through a RFQ or a RFP.
3. Track III contracts are for requesting professional consultants / contractors to perform services for the Agency. IRS rules dictate whether a person falls under an independent consultant or an employee. Consideration must be given first to the Statewide Contract for temporary staffing or IT consultants. If the consultant does not fall under either of these categories, a track III contract can be used. FARS consulting guideline is that consultant contracts should not exceed 20 months.

### 2.2. REQUEST FOR QUOTES:

The GPM defines the Request for Quotes (RFQ) process as a competitive procurement method used by state entities to solicit bids for the supply of goods or services. In the RFQ process, the state entity prescribes both the specifications and solution to its own needs. The state entity should use an RFQ if the project lends itself to the creation of a clear and accurate specifications and the objective of the solicitation is to identify a supplier who can provide the required specifications at the lowest possible cost. The RFQ process identifies the lowest priced responsive and responsible bidder(s) for contract award; provided, however, no contract award will be made to the bidder with the lowest cost if the state entity determines the low cost bidder cannot clearly perform the contract requirements. Suppliers responding to an RFQ will not be permitted to qualify a response. Only yes/no answers are permitted.

### 2.3. REQUEST FOR PROPOSALS:

A Request for Proposals (RFP) is a formal solicitation method that seeks to leverage the creativity and knowledge of business organizations in order to provide a solution to a unique procurement. Unlike the RFQ process in which the state prescribes both the specifications and solution to its own needs and suppliers replicate the state's specifications and solutions in the bids the suppliers submit, the RFP process allows suppliers to propose their own comprehensive and innovative solution to the state's needs described in the RFP. The RFP seeks to identify the "best value" for the state by using a combination of technical and cost factors to evaluate suppliers' proposals. The state entity should use an RFP if the project does not lend itself to the creation of a clear and accurate statement of work and the objective of the solicitation is to identify a supplier who can offer the best possible solution to the state entity's identified needs at the lowest cost.

### 2.4. REQUEST FOR QUALIFIED CONTRACTORS

In accordance with (O.C.G.A.) Section 50-5-68, SPD has broad authority to administer a prequalification process for suppliers with respect to a particular service, good, material or equipment. In the prequalification process, the required qualifications are known and each supplier is judged on the supplier's ability to meet or surpass the required qualifications. The primary intent of the prequalification process is to identify multiple qualified sources of supply. SPD may use or authorize state entities to use the Request

for Qualified Contractors (RFQC) process to facilitate prequalification of suppliers. The best use of the prequalification or RFQC process may vary depending on a variety of factors, such as the frequency or duration of the state entity's needs and the manner in which the service, goods, materials or equipment are provided. Request for Qualified Contractors process is conducted as a precursor to the RFP or RFQ process and must be utilized in conjunction with RFP or RFQ process.

## 2.5. SOLE SOURCE:

Based on market analysis, the procurement professional may determine only one supplier is capable of providing the needed goods or services. This is referred to as a sole source purchase. Sole-source purchases must be distinguished from sole brand purchases in which more than one supplier is capable of providing the specific item. Requester must prepare and submit to the Director of Contracts a Sole Source justification form for review and consideration. Upon approval, the Sole Source must be advertised on the GPR for the minimum amount required by the GPM.

## 3. DEVELOPING CONTRACTS -GENERAL INFORMATION AND CONSIDERATIONS

DOAS GPM has developed a concept "The Seven Stages to Procurement" which is fully explained online at [http://pur.doas.ga.gov/gpm/MyWebHelp/GPM\\_Main\\_File.htm](http://pur.doas.ga.gov/gpm/MyWebHelp/GPM_Main_File.htm). The seven stages include Need Identification, Pre- Solicitation, Solicitation Preparation, Solicitation, Evaluation Process, Award Process, and Contract Process. Office of Contracts will use all forms outlined in the GPM.

### 3.1. PLANNING FOR THE CONTRACT

It is imperative that sufficient time be allowed for developing a contract for services. Effective planning is required to ensure procurement of quality services, a quality provider, and at a cost that is most advantageous to the state. This is especially important if the solicitation for services is to be competitive.

1. Track I Contracts -For planning purposes, contract initiators should allow a minimum of 60 days from submission of the request to execution of the contract.
2. Track II Contracts-Because these contracts have to be competitively procured, the contract initiator should allow sufficient time for developing and processing bids, Requests for Quotes or Request for Proposals. The initiator should allow a minimum of 180 days from initiation of the process to contract award/execution.
  - Complex RFPs may take longer to develop and process. Sufficient time should be allowed for drafting the RFP, DOAS review of the RFP, Issuance of the RFP, Offerors Conferences, Addenda Postings, Submission of Proposals from Contractors, Evaluation of Technical Proposals, Evaluation of Cost Proposals, Negotiation, Award and protest resolution period.
  - The planning process should also allow for a "start-up" period prior to services being provided. For example, if services were needed to begin July 1, the process would need to begin no later than January 1. Procurements requiring a contractor to locate a site and then to build the facilities will obviously require considerably more time than that.
  - The Office of Contracts will provide technical assistance in the development of the RFP (See RFP Section of this manual). The DJJ Contract Specialist and the Agency Procurement Officer and will provide consultation and technical assistance with solicitations.

### 3.2. CONTRACT DEVELOPMENT TRAINING

The Contract Specialist will ensure that training is offered, at least annually, to all staff who are involved in developing, processing, and monitoring contracts. The Division/Office Directors will be responsible for providing the Director Office of Contracts not later than July 1 each year a list of staff that will need the training.

### 3.3. CONTRACTS DATABASE

The Office of Contracts is responsible for maintaining a database of all DJJ contracts. This system enables the Office of Contracts to access certain data relative to specific contracts. The contract specialist/manager will be responsible for ensuring that all appropriate data is entered into the system. As the system is updated to include information that will enable "tracking" of the contracts, the contract specialist will be responsible for ensuring that data is entered into the system in a timely manner.

### 3.4. CONTRACT TRACKING LOG

The Contract Database will include a Contract Tracking log. The Contract Specialist will utilize the tracking log, to document the dates of all transactions and significant events in the contracting process from initial request to execution, amendment, renewal, extension or termination. This will provide a "ready and quick reference" enabling the contracts specialist/manager to track and to be able to report the progression of events.

### 3.5. STATE ENTITY RFP PROJECT PLAN

The Contracts specialist will utilize the Project plan when initiating and developing any RFP. This plan will set the timeline of events for the RFP and identify where the contract is with regard to development and to provide needed follow-up when indicated.

### 3.6. CONTRACT ACTION SUMMARY FORM

The contract specialist must use SPD-CP007 Contract Action Summary Form to document changes unless the contract compliance specialist uses the contracts module of Team Georgia Marketplace™ or a similar tool to document contract actions. This form provides basic contract information, contact information, performance period, renewal options, amendments, contract closeout information and any special notes.

## 4. DEVELOPING NEW CONTRACTS

### 4.1. REQUEST FOR CONTRACT PACKAGE

All requests for contracts will be made, in writing, utilizing the DJJ Request for a New Contract Form. This form will be in paper format until the contracts database has been completed. At that time, the request for contract process will all be automated online. The contract initiator will complete the Request Package and forward it to the appropriate division/office director or designee for review, approval and authorization to proceed with development of a contract. Contract initiators must have the AOC/AOM process a request in PeopleSoft, scan and upload the following package of documents, and email the requisition number to [contracts@djj.state.ga.us](mailto:contracts@djj.state.ga.us):

1. Division/Office Authorization/Request for Contract /Amendment Form (signed by all parties)
2. "Sole Source" Justification Form if applicable
3. Applicable Contract Summary Document
4. Contractor's Proposal, if applicable
5. 16 point Personnel Questionnaire
6. Concept paper, if applicable
7. Specific contract licenses, if applicable

8. Justification for exemption, if applicable (ie. Professional services)

## 4.2 SPECIFIC FORMS WITHIN THE REQUEST FOR CONTRACT PACKAGE

### "SOLE SOURCE JUSTIFICATION" FORM

The contract initiator shall complete the "Sole Source Justification" Form SPD – PS020.

1. This form should be signed by the initiator, the appropriate Division/Office Director or designee, and will later be provided by Office of Contracts to the Agency Procurement Officer who will also sign the document, if approved this form should also be attached to any Purchase Requisitions/Orders in Team Georgia Marketplace.
2. The procurement professional must provide public notice of the intended sole-source purchase through a posting to the GPR for a minimum of five (5) business days. The purpose of publicizing the sole-source notice is to offer other possible suppliers an opportunity to respond by submitting a protest stating they can provide the specified good or service.

### CONTRACT SUMMARY

A package is to be used when there is a need to establish a New Contract with an entity. This summary will allow Office Directors and Deputy Commissioners to get an overall impression of the need for the contract.

### CONTRACTOR'S PROPOSAL

If applicable, the initiator shall provide with the package, a copy of the contractor's proposal for services. This will be made a part of the contract as an annex.

### 16-POINT PERSONNEL QUESTIONNAIRE

The initiator will complete the 16 point personnel questionnaire, if applicable, to determine the relationship of the contractor to the contracting agency (Independent Contractor Status) and to ensure that the contractor does not fall into the category of an "invisible employee".

### CONCEPT PAPER

The Concept paper will include the details of the contract. Specific items the contractor will be required to perform, specific items the Department agrees to perform, and anticipated Deliverables (performance outcomes). The concept paper will also include rates and costs for services.

## 4.3 BUDGET APPROVAL

The initiator must receive approval from budget for budget authorization and approval. The initiator should try to ascertain and identify any budget/organizational codes as well as any other budget information that will facilitate processing Budget Approval.

## 4.4 FORWARDING PACKAGE TO OFFICE OF CONTRACTS

After obtaining APO signature, the office director, through the Deputy Commissioner or designee will forward the package to the Director of Contracts. The Director Contracts will receive the Request Package and review the information for completeness and forward all information to the Contract Specialist, as applicable.

## 5. TRACK I CONTRACTS

Track I Contracts will occur when there is a need for services that do not require a Bidding process. The Agency APO will make the determination when it is permissible to use a Track I route to process a contract.

### 5.1. PROCESSING A TRACK I CONTRACT

If a Track I contract is authorized/requested the contract specialist will:

1. Document receipt of the package in the Contracts Log, indicating the date and time of receipt, and contact person. The Contracts Log will track the flow of the document from request to executed contract and will include all relevant transaction dates. This log can be accomplished online using the contracts management database log.
2. Review the package to ensure that all necessary information has been provided and contact the contract initiator to resolve any issues concerning incomplete or missing documentation.
3. Ensure that all required information is entered into the Contract Data Fields (Contract Database).
4. Not later than 5 working days following receipt of the Request for New Contract Form, the assigned Contracts Specialist will draft the contract utilizing all the information in the package.
  - The contract format must be consistent with the appropriate contracts "template" that can be found on the Office of Contracts shared drive.
  - The first draft of the contract must be completed and forwarded electronically for review to the contract proposal originator/initiator and to the appropriate program staff who have overall responsibility for the proposed program/contract.
  - The originator/initiator and state office program staff must review and return via e-mail the revised draft and/or suggested comments to the Contract Specialist not later than 3 working days following receipt.
5. Upon receipt of the revised draft contract language from all parties, the Contract Specialist will make all necessary revisions, coordinate reconciliation of any comments and suggestions by all parties with each other and route the completed contract to the following, within 4 working days, for review and approval (Using the Contract Acknowledgement and Approval (Blue color) Form).
  - Director, Contracts Division
  - Deputy Commissioner of Administrative Services
  - Deputy Commissioner(s) having some form of responsibility for contracted services
  - Director of Human Resources
  - General Counsel, Office of Legal Services
6. Approving staff will review and return the contract with any revisions to the Contract Specialist not later than 3 working days following receipt.
7. Not later than 3 working days after receiving comments and/or approval from the designated DJJ Contract Approval Staff, the contract specialist will make any requested revisions, notify the contract originator and appropriate program staff for comments, and complete the Contract Document which must then be reviewed by the Director of Contracts prior to sending the contract to the contractor for signatures.
8. Contract will be emailed to the contractor with written instructions requesting return of two originals of the signed contract within 5 working days or sooner. The email will include that the contractor understands the contract is not executed until

both parties to the contract have signed acknowledgment, indicating understanding of the terms and conditions and agreement to fulfill the terms/performance of the contract. A statement must also be given to the contractor that no statement will be given to the press until contract is fully executed by both parties.

9. In the event that the contractor does not respond within the 5 working days, the contract specialist will attempt to contact the contractor via phone and instruct the contractor that failure to provide the signed contract within three (3) additional working days will result in written notification to the contract program person, the Deputy Commissioner of Administrative Services, and the Commissioner with the recommendation that the Department seek a more responsive contractor.
  - Any exceptions to the contract raised by the contractor must be presented in writing to the contract specialist who will notify the Director of Contracts, the originating staff, and appropriate program staff as needed, and request instructions.
  - Once request for exceptions have been received from the contractor, the contract specialist will notify the Deputy Commissioner of Administrative Services, provide the suggested remedies offered by the DJJ Staff and solicit further directions.
  - Any additional revisions to the contract will be made and forwarded to the Deputy Commissioner for Administrative Services for review and presented to the contractor or if no revisions are to be made, the contract specialist will notify the contractor in writing and the contractor has the option to sign the contract and return it or to decline to contract with Department under the terms and conditions required by the Department.
10. When the signed contract has been returned from the contractor, the contract specialist will transmit, within 2 working days, the contract to the Deputy Commissioner of Administrative Services to review and to provide to the DJJ Commissioner for review and signature.
11. Upon receiving the signed contract back from the DJJ Commissioner, the Contract Specialist will ensure that a copy of the completed and executed contract is mailed to the contractor. The contract initiator and the Office of Budget will receive the executed contract by email. The original will be maintained on file in the Contracts file room. The Contract Specialist will document the contracts log to reflect the date the executed contract was mailed to the contractor and the date return receipt is made/received.
12. The contract specialist will upload the document to the Supplier Contracts Management Module (PeopleSoft) and ensure that the appropriate division understands the funds have to be encumbered on a Purchase Order by the respective division, associated with the Supplier Contracts file and approved by the Office of Financial Services.
13. A copy of the Purchase Order will be forwarded to the Office of Contracts for inclusion in the contract file.

## 6. TRACK II CONTRACTS

Request for the development of contracts for services that are classified as Track II must be competed. Most procurement involving the privatization or outsourcing of a program or function will require an assessment of the offeror's capabilities to perform which is not susceptible to being stated in precise and concrete terms. When this occurs, the Request for Proposals (RFP) is the appropriate vehicle because it allows the department to assess each offeror's strengths and weaknesses in response to the department's requirements. RFPs can be issued for any dollar amount. The Georgia Procurement Manual identifies in detail the specific steps for process Track II contracts using the 7 Stages of Procurement methodology. Only contracts specialists who have attended RFP training are permitted to prepare Track II contracts. Please refer to the Track II (Bid) Process Flowchart for further details.

### 6.1 CONTRACT AWARD – INITIAL ADMINISTRATION PROCESS

After bidding process is complete, the Contracts Specialist will conduct a kickoff meeting with all DJJ stakeholders. The staff members to attend this meeting include but are not limited to Contracts, Budget, Financial Services and the point of contact for the

contract. At this meeting, the Contracts specialist will review key points and deliverables that are address within the contract. Methods of processing payments will also be addressed. A plan of action for how the contract will be administered as well as key contact personnel for specific items will be determined. This meeting can be conducted during the Notice of Intent to Award Period.

Immediately upon execution of Notice to Award, the Contracts Specialist will coordinate an external kickoff meeting. Persons present at the meeting will be all internal DJJ stakeholders as well as any pertinent vendor contacts. Introductions of key staff will be made as well as exchange of pertinent contact information. A plan will be executed for performance of services. A contract administration plan will be executed detailing all performance expectations as well a frequency of performance reviews.

Contracts Specialist will draft the Contract Administration Plan and send to all key stakeholders. Once plan is executed, contract work can begin. The Contracts Compliance Monitoring section will detail performance reviews.

## 7. TRACK III CONTRACTS

Policy 2.2, Per Diem and Fee Paid Services, describes the procedures to be used for Track III Contracts. The program staff member must ensure that services are not covered under a statewide contract and do not fall under the scope of an employee before entering into a track III contract.

All Track III contracts must have funds encumbered and a Purchase Order created prior to payment for services.

More detailed procedures will be developed at a later date.

## 8. AMENDMENTS

### 8.1 GENERAL INFORMATION / AMENDMENT DEFINED

Throughout the term of the contract, it may be necessary to make changes to the contract. These changes can be minor administrative changes, such as a change of address, or they can be substantial changes that affect the price and delivery. All contract amendments must occur in writing as further described in the following subsections, which define the two types of contract amendments: Administrative and Substantive. Persons requesting the change in contract must fill out the Request to Amend Existing Contract form and obtain all necessary signatures before sending the request to the Contracts Division

#### ADMINISTRATIVE CHANGE -

- a. Refers to a contract change that is within the scope of the contract and does not affect or alter the rights of the parties. Administrative changes are executed in writing via a unilateral amendment (i.e., a document only signed by the party making the change). Examples of administrative changes include, but are not limited to:
  - Changes in billing instructions or address,
  - Corrections of typographical errors not affecting the substance of the contract,
  - Changes as permitted by the specific contract clauses, and
  - Changes in State Entity personnel assigned to administer the contract.
- b. Before processing an administrative change, the contract compliance specialist must verify that the rights of the parties are not affected by the change. The contract compliance specialist then executes the administrative change and distributes a written copy to the supplier. Other departments that are affected by the change should also receive copies of the amendment. For example, Accounts Payable should receive a copy if there is a change to the supplier's remittance address. State entities may process administrative changes without SPD's approval.

## SUBSTANTIVE CHANGE

- a. Refers to a contract change that affects the rights of the parties. A substantive change to a contract must be processed through a bilateral amendment (i.e., a document signed by an authorized representative from both parties). Examples of substantive changes include, but are not limited to:
  - Change in the price(s) of the contract,
  - Change in delivery schedule,
  - Change in the quantity,
  - Change of nature of deliverables, for example, the specification,
  - Change of key personnel,
  - Change of any terms and conditions, and/or
- b. A substantive change may be requested by the contract compliance specialist (or other state entity staff) or the supplier. Upon receipt of a substantive change order request, the contract compliance specialist must determine whether the proposed change is within the scope of the contract. This may require input from other staff, such as a program manager or staff attorney.
- c. State entities are authorized to execute substantive changes to contracts provided the substantive change is within scope and that the combined total of such changes does not increase the overall cost of the contract by more than 10% or \$250,000.00 (whichever is less) within a twelve month period. Otherwise, the state entity must request and receive SPD's approval prior to executing the contract amendment.

## 8.2 ORAL CHANGES TO A CONTRACT

1. All staff who are involved in working with contractors and contracts must ensure that they never consciously or inadvertently make an oral change in the contract or discuss any changes that could be possibly be misinterpreted or construed by the contractor to effect a change or an amendment to the existing contract. For example: Although the contractor may propose a change in his staffing pattern by requiring more qualified but fewer staff overall and tell the DJJ Staff how this will enhance the services offered, a verbal indication from the DJJ staff that this is a good thing giving an implied endorsement of the changes or that it is indeed OK to make those changes may constitute an amendment. Now this is not a problem until the State Office of Audits conducts an audit utilizing the contractor's original proposal and contract and not finding any legal amendments requires the contractor to pay back the difference in the total salary amounts, if any.
2. Frequently, contractors will unilaterally make job title and other changes in the operation of their facilities and the provision of services without notifying anyone. Sometimes these changes are simply administrative and have little or no impact on the services provided, however sometimes they result in significant changes such as changes in qualifications or salaries and benefits. Sometimes contractors combine positions in the interest of "efficiency", however the changes result in significant financial gain for the contractor, which is not a problem as long as a legal amendment has been made to the contract. Many, seemingly harmless changes, made unilaterally by the contractor may actually be opposing to the original terms and conditions of the contract. These are unacceptable and should not be permitted.
3. Occasionally contractors will change the work schedules of staff resulting in longer hours for shifts, which may be more effective in some cases, but will also result in a reduction in the numbers of staff now required to do the job. Many of these kinds of changes may result in some financial advantage to the contractor and anytime there is a reduction in staff and increased work hours for staff, DJJ youth may be placed at risk. If the contract is not amended to reflect the changes, an audit may result in the contractor being required to pay back funds.
4. Remember, an oral contract is not worth the paper it is written on.

### 8.3. AMENDING THE CONTRACT PERIOD:

1. The beginning date does not change in the contract. Once a contract has been executed and started, the beginning date cannot change, and all services and payments against the contract from the original beginning date up to the amendment effective date must comply with the original contract.
2. The effective date of an amendment is the date the changes go into effect.
3. The end date may be changed to reflect a renewal and extension or in some cases a closing out earlier than the original end date.
4. Amendments should not be used to extend a contract from one fiscal year to the next, when that also requires the new fiscal year's funding to be obligated. Amendments can be extended at no cost to allow final work products to be delivered to the Department.

### 8.4. AMENDING THE CONTRACT FUNDING LEVEL

1. After contract award, a supplier's request to increase prices pursuant to the contract must be in writing and addressed to the contract compliance specialist. The supplier's request must contain all of the information and documentation called for in the contract. The Contract Specialist will respond to any such request within 30 days or as otherwise required by the contract.
2. Price increases generally will not be granted unless the solicitation document or contract makes provision for them. In most cases, the state entity requires that any announced price decreases in a commodity also be passed along to the state entity.

### 8.5. AMENDING ANNEXES (REVISING, ADDING, OR DELETING ANNEXES):

1. When an amendment revises paragraphs that affect an accompanying annex, that annex must also be revised. It is usually deleted and replaced by a new annex with the same effective dates as the amendment. When a budget, a progress payment schedule or a fixed rate schedule that is part of the contract and is being replaced due to the amendment, the revised schedule becomes the payment document as of the effective date of the amendment.
2. In some cases the amendment has either added or deleted deliverables that may require an annex to be added or deleted rather than replaced. It may have become necessary to require the contractor to submit additional information to the department by way of adding a new annex. When the new revised deliverables may eliminate the need for an existing annex, it would be deleted.

### 8.6 STEPS TO AMENDING A CONTRACT

Once the Office of Contracts receives a request to amend contract form, the Contracts Director will assign a Contracts Specialist to development the amendment using SPD-CP013 Contract Amendment Template. The Contracts Specialist will:

1. Document receipt of the package in the Contracts Amendment Log, indicating the date and time of receipt, and contact person. The Contracts Amendment Log will track the flow of the document from request to executed contract and will include all relevant transaction dates. This log can be accomplished online using the contracts management database log.
2. Often contracts have already been amended a number of times and all amendments should have been numbered sequentially beginning with Amendment # 1.
3. In those cases where the amendment requires an increase in the budget, the contract specialist will forward to the DJJ Budget Analyst the Request to Amend Contract form. The budget Director must sign the Request to Amend Existing Contract. This signed form is the confirmation that the amount requested is budgeted and authorized.

4. Review the package to ensure that all necessary information has been provided and contact the contract initiator to resolve any issues concerning incomplete or missing documentation.
5. Not later than 5 working days following receipt of the Request to Amend Exist Contract Form, the Contracts Specialist will draft the amendment using the SPD Contract Amendment Template. The Contracts Specialist must look up the appropriate amendment number to place on this template.
  - The first draft of the contract must be completed and forwarded electronically for review to the amendment proposal originator/initiator and to the appropriate program staff who have overall responsibility for the program/contract.
  - The originating/initiating staff person and state office program staff person must review and return via e-mail the revised draft and/or suggested comments to the Contract Specialist not later than 3 working days following receipt.
6. Upon receipt of the agreed upon revised draft amendment language from all parties, the Contract Specialist will make all necessary revisions, coordinate reconciliation of any comments and suggestions by all parties with each other and route the completed amendment to the following, within 2 working days, for review and approval (Using the Contract Acknowledgement and Approval (blue) Form).
  - Director, Contracts Division
  - Deputy Commissioner of Administrative Services
  - Deputy Commissioner(s) having some form of responsibility for contracted services
  - Director of Human Resources
  - General Counsel, Office of Legal Services
7. Approving staff will review and return the amendment with any revisions to the Contract Specialist not later than 3 working days following receipt.
8. Not later than 3 working days after receiving comments and/or approval from the designated DJJ Contract Approval Staff, the contract specialist will make any requested revisions, notify the contract originator and appropriate program staff for comments, and complete the Amendment which must then be reviewed by the Director of Contracts prior to sending the amendment to the contractor for signatures.
9. The Amendment will be emailed to contractor with written instructions requesting return of two originals of the signed amendment within 5 working days or sooner. The email will include a statement that the contractor understands the amendment is not executed until both parties to the contract have signed acknowledgment, indicating understanding of the terms and conditions and agreement to fulfill the terms/performance of the amendment. A statement must also be given to the contractor that no statement will be given to the press until contract is fully executed by both parties.
10. In the event that the contractor does not respond within the 5 working days, the contract specialist will attempt to contact the contractor via phone and instruct the contractor that failure to provide the signed contract within three (3) additional working days will result in written notification to the contract program person, the Deputy Commissioner of Administrative Services, and the Commissioner with the recommendation that the Department not peruse the amendment.
  - Any exceptions to the amendment raised by the contractor must be presented in writing to the contract specialist who will notify the Director of Contracts, the originating staff, and appropriate program staff as needed, and request instructions.
  - Once recommendations have been received from these, the contract specialist will notify the Deputy Commissioner of Administrative Services, provide the suggested remedies offered by the DJJ Staff and solicit further directions.
  - Any additional revisions to the amendment will be made and forwarded to the Deputy Commissioner for Administrative Services for review and presented to the contractor or if no revisions are to be made, the contract specialist will notify the

contractor in writing and the contractor has the option to sign the amendment and return it or to decline to contract with Department under the terms and conditions required by the Department.

11. When the signed amendment has been returned, the contract specialist will transmit, within 2 working days, the amendment to the Deputy Commissioner of Administrative Services to review and to provide to the DJJ Commissioner for review and signature.
12. Upon receiving the signed amendment back from the DJJ Commissioner, the Contract Specialist will ensure that a copy of the completed and executed amendment is mailed to the contractor. The contract initiator will receive the executed amendment by email. The Original will be maintained on file in the Contracts file room. The Contract Specialist will document the contracts log to reflect the date the executed amendment was mailed to the contractor and the date return receipt is made/received.
13. The contract specialist will upload the document to the Supplier Contracts Management database (Peoplesoft).

## 9. CONTRACT RENEWALS

### 9.1. SPD STEPS FOR RENEWING CONTRACTS

Some contracts have clauses that provide for renewals or periods of up to five (5) years (earlier contracts may actually have provided for options to renew for nine (9) addition periods). The total number of years including the last contract year is referred to as the life of the contract. No contract can be renewed beyond the life of the contract without an emergency exception granted by the DOAS Contract compliance specialist. The mere fact that a contract has a life of 5 contract periods does not ensure that the contract will be renewed for each of those five (5) periods. Again renewals, even in those situations in which the life of the contract has not yet expired are contingent upon the availability of funds, satisfactory performance, other indicators and proper written authorization from the Deputy Commissioner of Administrative Services. Under no circumstances will a DOAS contract will be renewed without documentation authorizing the renewal.

Contract renewals should begin at least four months prior to contract expiration to ensure that adequate time is available to conduct all the steps necessary.

Unless otherwise stated by SPD State Purchasing Division, all state entities are authorized to renew such contracts without any additional approval from SPD State Purchasing Division provided the conditions outlined in Table 7.5 are met:

Table 7.5 Steps to Exercise Contract Renewal	
Steps	Description of Step
Step 1: Review available statewide contracts	First, the contract compliance specialist must verify that there are no existing statewide contracts which would meet the state entity's needs. If a mandatory statewide contract exists, the state entity must request a waiver from <a href="#">SPD</a> in accordance with <a href="#">Section 1.3.1.1. - Waivers</a> and receive <a href="#">SPD</a> 's approval prior to exercising a renewal option. If a convenience statewide contract exists, the state entity is not required to request a waiver; however, the state entity should first ensure that the overall cost and conditions of the state entity's contract are more favorable than the convenience statewide contract prior to renewing the state entity contract for an additional term.
Step 2: Verify remaining renewal option(s)	Second, the contract compliance specialist must confirm that there is at least one valid renewal option remaining on the contract.  NOTE: Contract renewal options cannot be added through contract amendments. If there are no contract renewal options remaining, the contract compliance specialist may only extend the contract term as permitted

Table 7.5  
Steps to Exercise Contract Renewal

	by <a href="#">Section 7.6.3. - Contract Extensions</a> .
Step 3: Verify available funds	Third, the contract compliance specialist must confirm that the state entity has sufficient funds to exercise a renewal option.
Step 4: Assess supplier's performance	Next, the contract compliance specialist must complete <a href="#">SPD-CP019 Contract Assessment Report</a> and determine that the supplier has performed satisfactorily and met all of the requirements set forth in the contract.
Step 5: Re-verify tax compliance as needed	For contracts exceeding \$100,000.00, the contract compliance specialist must re-verify the supplier's tax compliance with Department of Revenue ( <a href="#">DOR</a> ) as defined in <a href="#">Section 3.5.1.2. - Tax Compliance</a> prior to processing a contract renewal.
Step 6: Process renewal option	<p>Finally, the contract compliance specialist must process the contract renewal in accordance with the terms of the contract. The state entity may use <a href="#">SPD-CP010 Contract Renewal Template</a> as appropriate to process renewals. Depending on the terms of the specific contract, the contract compliance specialist's exercise of a contract renewal may or may not require the supplier's prior written consent.</p> <p>In the event the supplier's prior written consent to the contract renewal is required, the contract compliance specialist should allow ample time to establish a new contract in the event that the supplier is not willing to renew the contract at the terms requested by the state entity. If the contract does not identify a time period for exercising contract renewals, <a href="#">SPD</a> recommends exercising contract renewals no later than 60 days prior to the expiration date of the contract.</p>
Step 7: Request updated documents	<p>At the time of renewal, the contract compliance specialist must also request any updated documents which may be necessary to support the new contract term, including, but not limited to:</p> <ul style="list-style-type: none"> <li>• <a href="#">SPD-SP054 Immigration and Security Form</a></li> <li>• Insurance Certificate (as applicable)</li> <li>• Performance Bond (as applicable)</li> <li>• Payment Bond (as applicable)</li> <li>• Letter of Credit (as applicable)</li> <li>• Any other document required by contract or the State Entity's policy</li> </ul>

## 9.2. DJJ STEPS TO RENEWING A CONTRACT

To initiate a Contract Renewal the Contracts Specialist must conduct steps 1-5 outlined in table 7.5. Once all steps have been completed the Contracts specialist will contact the original initiator, Division/Office Director/Designee or other appropriate program person to set up a meeting to discuss the contract. The meeting will consist of all stakeholders discussing all needed changes and that the vendor has complied with all clauses of the current contract. This will include but will not be limited to any licensing,

bonding, and insurance compliance. If there are major changes in the scope of work/deliverables or payment methodology, there may be a need to have DJJ legal staff approval.

1. The Contract specialist will log into the database the meeting and all persons present at the meeting.
2. Within 5 working days following the final round of meetings with all stakeholders and upon receipt of any revised draft renewal language from all parties,
  - a. The contract specialist will
    - review all budgetary information provided,
    - validate the amount of the contract,
    - ensures applicable accounting/budget or other codes that are provided to facilitate processing budget approval and
    - forward the Budget Application/Approval to the DJJ Budget Analyst.
  - b. The DJJ Budget Analyst will review the information and document on the form the approved budgeted amount for the contract.
  - c. If there is a discrepancy in the budgeted amount(s) reported on the Request for Contract Renewal Forms and the Budget Application/Approval Form, the contract specialist will contact the appropriate contact person and/or Division/Office Director, for resolution.
3. Within 3 working days following receipt of the Budget Approval Form signed by the budget analyst and all discrepancies have been resolved, the contract specialist, will prepare the renewal documents as outlined in Step 6 in Table 7.5 and route the completed renewal package to the following, for review and approval (Using the Contract Acknowledgement and Approval Form).
  - Director, Contracts Division
  - Deputy Commissioner of Administrative Services
  - Deputy Commissioner(s) having some form of responsibility for contracted services
  - Director of Human Resources
  - General Counsel, Office of Legal Services
4. Approving staff will review and return the Renewal Package with any revisions to the Contract Specialist not later than 3 working days following receipt.
5. Not later than 3 working days after receiving comments and/or approval from the designated DJJ Contract Approval Staff, the contract specialist will make any requested revisions and send to the Director of Contracts for review prior to sending the Renewal to the contractor for signatures.
6. The Renewal will be emailed to contractor with written instructions requesting return of two originals of the signed Renewal within 5 working days or sooner. The email will include that the contractor understands the Renewal is not executed until both parties to the contract have signed acknowledgment, indicating understanding of the terms and conditions and agreement to fulfill the terms/performance.
7. In the event that the contractor does not respond within the 5 working days, the contract specialist will attempt to contact the contractor via phone and instruct the contractor that failure to provide the signed contract within three (3) additional working days will result in written notification to the contract program person, the Deputy Commissioner of Administrative Services, and the Commissioner with the recommendation that the Department not peruse the Renewal.

- Any exceptions to the Renewal raised by the contractor must be presented in writing to the contract specialist who will notify the Director of Contracts, the originating staff, and appropriate program staff as needed, and request instructions.
  - Once recommendations have been received from these, the contract specialist will notify the Deputy Commissioner of Administrative Services, provide the suggested remedies offered by the DJJ Staff and solicit further directions.
  - Any additional revisions to the Renewal will be made and forwarded to the Deputy Commissioner for Administrative Services for review and presented to the contractor or if no revisions are to be made, the contract specialist will notify the contractor in writing and the contractor has the option to sign the Renewal and return it or to decline to contract with Department under the terms and conditions required by the Department.
8. When the signed Renewal has been returned, the contract specialist will transmit, within 2 working days, the Renewal to the Deputy Commissioner of Administrative Services to review and to provide to the DJJ Commissioner for review and signature.
  9. Upon receiving the signed Renewal back from the DJJ Commissioner, the Contract Specialist will ensure that a copy of the completed and executed Renewal is mailed to the contractor. The contract initiator will receive the executed Renewal by email. The Original will be maintained on file in the Contracts file room. The Contract Specialist will document the contracts log to reflect the date the executed amendment was mailed to the contractor.
  10. The contract specialist will upload the document to the Supplier Contracts Management database (Peoplesoft) and notify the responsible division to set up the encumbrance and to generate a purchase order/ requisition number. When the purchase order has been approved, the responsible division will provide the "hard copy" of the purchase order/requisition for the contract file. .

## 10. TERMINATION/SUSPENSION OF CONTRACTS

The process to terminate a contract can be lengthy and may require a number of rounds of approvals before actual termination can take place. Please refer to the flowchart "Contract Termination Process" as well as the Georgia Procurement Manual to review the potential steps required to terminate a contract.

Instructions and initial request to terminate a contract must be initiated by the appropriate division/office director or designee and should include the justification for the termination, current issues/action reports, and the proposed plan of action for current services. It is expected that terminations will not come as a surprise to a contractor except in unusual circumstances.

When a request to terminate a contract is received, the first step is to review the executed contract to determine the allowable methods to terminate.

In some situations, it may be feasible to suspend current services to a contract to allow time for the contractor to correct deficiencies prior to recommending termination. In either case, Legal staff must be actively involved.

## 11. FILE PREPARATION AND MAINTENANCE

Each contract will have a top pronged file folder labeled with the Contract Number, Terms of the Contract and Contract Amount. Sections inside the file folder and color codes are as follows:

Document	Side of Folder	Section	Tab Color	Tab Naming Sequence
Contract	Left		Blue	Year
Amendments	Left		Red	Number
Renewals	Left		Blue	Year
Purchase Orders	Right	One (Top)	Yellow	Name and year

Performance Assessments	Right	One (Top)	green	name and year
Compliance Audits	Right	One (Top)	green	name and year
Financial Statements	Right	One (Top)	yellow	name and year
Insurance	Right	Two	red	name and year
Bonding	Right	Two	red	name and year
Licensing	Right	Two	green	name and year
Correspondence	Right	Three	Blue	Year
Solicitation and Response	Right	Four (Bottom)		
Contractors Proposal and Request for Contract	Right	Four (Bottom)		

## 12. TRAINING AND PROFESSIONAL DEVELOPMENT

SPD strongly emphasizes the importance of continued education and development of professional skills. In addition to prescribing minimum skill sets and training requirements for procurement professionals through the Georgia Procurement Certification Program, SPD strongly encourages all procurement professionals to maximize opportunities for training courses hosted or recommended by SPD. SPD also encourages each individual to pursue membership, education, and/or certification opportunities provided by nationally recognized procurement organizations, such as the National Institute of Governmental Purchasing, the Institute for Supply Management™, and the National Association of Educational Procurement.

All Compliance Specialists, at a minimum will have a Georgia Certified Purchasing Associate certification upon hire or within 6 months of hire. Compliance Specialists that will be working with Track II Contracts (RFP's) will obtain their RFP Certification within 6 months of hire. This will be based upon availability of courses offered through SPD.

## 13. PHILOSOPHY REGARDING AN APPROACH

There are several philosophies governing the most appropriate approach that will result in the best value for the state. Some prefer to write RFPs that establish the requirements and basically the program approach, in detail, as well. This approach generally requires the offeror to agree to abide by the department's policies governing various aspects of program operation. Some believe that this approach ties the offeror and ultimately the contractor down to requirements and specifications that can enable the department to hold the contractor accountable for non-performance and violations of the contract. Opponents of this approach contend that such an approach may place greater liability on the Department by essentially making the contractor an extension of the department and fails to keep the contractor at "arm's length". If the department goes too far in telling the offeror how to "fix the problem" then the department, not the contractor may bear more liability and responsibility for the outcomes. Too, this approach is generally held to restrict the creativity of the offeror in proposing a solution to the problem for which the department is seeking a solution.

Many believe that the more appropriate approach is one that identifies the scope of work that has to be performed (presents the problem that needs to be solved), establishes the parameters and encourages the offeror to propose an approach to solve the problem. In this approach the department describes what is needed and the offeror tells the department how they propose to provide it. This approach, aside from providing creative solutions to problems, also provides the department the greatest amount of protection in terms of the agency-contractor relationship. It also makes the contractor responsible for the outcomes because he is the one who proposed how to solve the problem successfully.

### TEN STEPS TO ORGANIZING AND EXECUTING A PROCUREMENT USING A REQUEST FOR PROPOSAL (TAKEN DIRECTLY FROM: DOAS' GUIDE TO DEVELOPING A RFP)

Step 1: Decide what the department wants, identify any constraints that exist and determine how best to organize the effort

Step 2: Determine if another organization has been involved in a similar procurement and learn from their experiences

Step 3: Decide what the requirements are for the services being procured

Step 4: Decide how you will evaluate offeror's responses to your RFP's requirements

Step 5: Decide what background information an offeror needs in order to prepare a responsive proposal

Step 6: Decide what terms and conditions are needed to address all aspects of the procurement

Step 7: Draft the introduction section of the RFP

Step 8: Complete the draft RFP and finalize it within the department

Step 9: Finalize the RFP by obtaining any needed outside approvals and issue proposal (through DOAS)

Step 10: Organize and manage the evaluation and selection process

## 14. CONTRACT MONITORING AND ADMINISTRATION

### 14.1. GENERAL INFORMATION

After a contract has been executed and services have begun, the DJJ continues to have some measure of responsibility and liability for the program being provided by the private contractor. To ensure: 1) That the terms and conditions of the contract are being met 2) To ensure and enhance the quality of the services being delivered 3) To ensure fiscal accountability and to improve cost effectiveness and 4) To facilitate a "partnership" between the contractor and the state. DJJ will implement a program for monitoring contractors.

### 14.2. RESPONSIBILITY

Although the responsibility for monitoring and documenting performance of the contractor lies with a number of offices within the department, including the applicable division/office; regional offices; the office of programs (including medical, health care, education, and food services); and the office of continuous improvement; the responsibility for formulating a plan for monitoring contract compliance resides with the Office of Contracts. This plan shall include monitoring the performance of both Track I and Track II Contracts.

### 14.3. MONITORING PROCESS

All contracts will have an administration plan that is formulated upon execution of the contract. Within the plan, there will be a requirement of quarterly meetings with the internal DJJ business owners and pertinent staff to review compliance of the contract.

1. Meetings may be scheduled with / by the vendor if warranted.
2. If a Business Owner has an issue that needs resolution prior to a quarterly meeting, they are to notify the Office of Contracts and an emergency performance meeting will be set up immediately.
3. Annually, towards the end of the fiscal year, there will be an in-depth evaluation that may include site visits. This in-depth evaluation will be conducted as a part of the contract renewal process.

Verbiage in all RFPs will inform the offeror/contractor of the department's plan for monitoring the contract and will include the consequences for non-performance that may include: work plans, financial sanctions, reductions in populations and other remedies.

---

#### ADMINISTRATION PLAN:

The Administration plan will be completed upon contract execution and will include a minimum of the following:

- Frequency of monitoring
- Requirement of site visits and frequency

- Deliverables to monitor
- Milestones within the contract
- Invoicing
  - Frequency
  - Accuracy
  - Quality
  - Validity
  - Responsibility
- Bonds / Insurance
  - Types
  - Validity
  - Expired/Current
- Licenses
  - Types
  - Valid / Expired
- Corrective Action Plans
  - Procedures according to contract
- Performance Guarantees
- Monitoring Team
  - Staff to be involved
  - Items to Monitor

---

## ANNUAL OCI AUDITS:

The department's Office of Continuous Improvement has developed and completes yearly audits utilizing the Department's Standards of Excellence. This yearly audit will serve as a check and balance for other processes and establishes levels of compliance with standards, policies and procedures.

### 14.4. SITE VISITS

The Director of Contracts will develop an annual schedule for "on-site" monitoring of all privately operated DJJ Facilities and Programs. This schedule will ensure that each program and/or facility is has a site visit at a minimum annually. Monitoring will consist of both announced and unannounced visits. The Contracts Specialist, during internal kickoff meetings will discuss the monitoring schedule and will provide feedback to the Contracts Director prior to final determination.

### 14.5. INSTRUMENT

The Monitoring instrument will be developed during the internal contract kickoff meeting. For some contracts, it may be necessary to also utilize an OCI style monitoring instrument to determine what needs to be included in a facility audit.

The instrument will be comprehensive in scope and presently involves observations, interviews with staff and residents, records/documentation monitoring and includes the following areas:

- General Administration Program Climate
  - Perceived Levels of Fear/Safety
  - Levels of Activity/Forced Idleness
  - Quality of Interactions Staff/Youth
  - Gang Activity/Racial Conflict/Coercion or Intimidation/Fair & Humane
  - Treatment

- Mutual Respect
- Visitation/Access to Phone & Mail
- Behavior Management and Control
  - Approach to Behavior Management
  - Discipline Procedures
  - Time Out, Confinement & Isolation
  - Consistency Among Staff
  - Quality of Administrative Oversight
  - Adequacy of Training
- Case Management Assessment/Testing Treatment Planning/Programs Education Planning/Program Aftercare Planning/Expected Outcomes Relationships with DJJ & Other agencies
- Safety and Health Issues Unusual (Special Incidents) Accident Rates Escapes, AWOL etc. Level of Violence Serious Illness Reporting to Sick Call (Access) Quality of Medical Services Quality Variety of Food/Food Services Sanitation Fire and Life Safety
- Staffing Staff Relationships Staffing Patterns/Ratios Adequacy of Training Staff Turnover

## 14.6. REPORTING

Following each monitoring visit the Office of Contracts will produce a written report that will be provided to the appropriate Division/Office Director and the Deputy Commissioner. The decision regarding the need to develop work plans and/or the application of any sanctions for non-performance will be jointly decided between the Deputy Commissioner, Division/Office Director, and the Contracts Director. This report will also be included in the Contract plan of action. All parties will be notified if a cure letter is warranted.

## 14.7. CONDUCTING MONITORING VISITS

Monitoring will always be conducted in a manner that respects the need for an on-going operation of the facility and will be as non-intrusive as possible. Entrance interviews will be conducted with the Director of the Program or his designee to explain the purpose and scope of the visit. Following the entrance interview the Director should provide a tour of the facility.

The monitoring Visit will require observations of operations, review of records, interviews with staff and residents, and review of documentation and reports.

At the conclusion of the visit, the leader of the monitoring team will be responsible for conducting an exit interview with the Director and any designated staff desired. The findings should be presented with candor. The opportunity to provide contraindicating information to findings should be permitted. The Director should be advised that after consultation with the DJJ Regional and Division Directors a work plan may be developed. A specified time frame for providing a "cure" or "corrective action" will be provided after which a follow-up visit will be conducted. Failure to correct as indicated in the corrective action plan may result in monetary sanctions or reductions in population until compliance is achieved or termination of the contract.

Although the results of a monitoring visit may result in work plans, corrective action plans, or sanctions, the object of the entire process is not to "catch", "threaten" or "coerce" the contractor but to ensure compliance with the terms and conditions of the contract and monitoring should result in the contractor understanding where improvement is needed, if indeed any is needed, and should result in a more compliant program benefiting the state, the youth being served and the contractor.

The cumulative results of all monitoring efforts may be used to enable DJJ staff to make fair and informed decisions about whether or not to renew a contract with a contractor. This information should always be communicated to the contractor.