

## **Lauderdale County Schools**

### **General Bidding Information**

#### **State, Cooperative, and Joint Purchasing Agreements Bid Price**

When purchasing such items as buses, vehicles, tires, copying machines, copy paper, and other necessary items, Lauderdale County Schools may use the State Bid Price obtained from the Division of Purchasing, State Finance Department, and/or any Cooperative Bids approved by the State Examiners office as allowed in Act 2012- 557, Title 16, Section 16-13B2 (13), and Joint Purchasing Agreements Title 16, Section 16-13B-1. The Assistant Superintendent's office in charge of bids\purchasing shall assist the user in obtaining price information on items available through the State Bid or Cooperative Bids.

Upon receiving the price information, the Assistant Superintendent's office shall contact the prospective vendors to verify prices listed. Upon verification, the Assistant Superintendent will approve purchase order(s) for items that have been documented on purchase requisition forms by the schools in the Lauderdale County System. The State, Cooperative, or Joint Purchasing Agreement Contract Number should always be clearly noted on the face of the purchase order.

#### **Advertising for Bids**

The State of Alabama Competitive Bid Laws Code of Alabama, 1975, Title 16, Education, Section 16-13B-1 through 16-13B-11, requires that all purchases and/or contracts for labor, services, materials, equipment, and supplies for such amounts as set by the State of Alabama, (currently \$15,000.00) shall, except as otherwise provided in the law, be let by free and open competitive bidding, on sealed bids, to the lowest responsible bidder. Competitive, sealed bids shall be requested by the Purchasing Department. The Lauderdale County Board of Education is authorized to use all State of Alabama bids, Cooperative Bids, and Joint Purchasing Agreements when they are advantageous to the Board. The Board shall determine the number of days of advertising where latitude exists. The Lauderdale County School Board desires a minimum advertising period of ten (10) days where possible.

#### **Public Works**

The Public Works Laws & Code of Alabama, 1975, Title 39, Chapter 2 and the Public Works Act 97-225 provides guidelines to follow when awarding contracts for public works. The Public works law defines public works as follows, "the construction, repair, renovation, or maintenance of public buildings, structures, sewers, waterworks, roads, bridges, docks, underpasses, and viaducts as well as any other improvement to be constructed, repaired, renovated, or maintained on public property and to be paid, in whole or in part, with public funds or with financing to be returned with public funds in the form of lease payments or otherwise." Under this act, Lauderdale County Board of Education Purchasing Department shall:

1. Require a minimum of three (3) telephone or verbal quotes (Quotes must be documented on an LCBOE Quote Sheet, which will be documented and  
- attached to the purchase requisition for contract value between \$15,000.00 and \$30,000.00. Contracts between \$30,000.00 and \$50,000 requires a minimum of three (3) written proposals from vendors, which will be attached to the purchase request. Quotes will contain, as a minimum the vendor's name, vendor point of contact, date and time quote was received, description/specifications of each item/service, unit cost, quantity, and name of LCBOE employee receiving quote.  
LCBOE shall advertise for sealed bids at least once each week for three (3) consecutive weeks in a newspaper of general circulation in Lauderdale County when contracts are expected to meet or exceed \$50,000.
2. Require a performance bond equal to 100% of contract price (39-1-1).
3. Require a (Payment Bond) for an amount not less than 50% of the contract price, with the obligation that the contractor or contractors shall make payments promptly to all persons who supply labor or materials and supplies in the prosecution of the work provided in the contract.
4. The contractor shall, immediately after the completion of the contract, give notice of the completion by advertisement in a newspaper of general circulation published within Lauderdale County in which the work has been done for a period of four successive weeks.
  - A. A final settlement shall not be made upon the contract until the expiration of thirty days after the completion of the contract.
  - B. Proof of publication of the notice shall be made by the contractor to the Lauderdale County Board of Education by affidavit of the publisher and a printed copy of the notice published.
5. For all public works contracts involving an estimated amount in excess of \$500,000.00, the Lauderdale County Schools shall also advertise for sealed bids at least once in three newspapers of general circulation throughout the state. (The advertisement shall briefly describe the improvement, state that plans and specifications for the improvement are on file for examination, state procedure for obtaining plans and specifications, state time and place in which bids shall be received and opened, and identify whether pre-qualification is required.)
6. Public works contracts cannot be split into parts involving sums of \$50,000.00 or more for the purpose of evading the requirements of this section.

7. Excluded from this section shall be contracts with persons who shall perform only: architectural, engineering, construction management, program management, or project management services in support of the public works and who shall not engage in actual construction, repair, renovation, or maintenance of the public works with their own forces, by contract, subcontract, purchase order, lease or otherwise.
8. In case of emergency, the awarding authority must document the nature of the emergency and the contracts may be let to the extent necessary to meet the emergency without public advertisement.
9. The bidder shall be required to file with his or her bid either by certified check drawn on an Alabama bank or credit union or a bid bond executed by a surety company duly authorized and qualified to make such bonds in the state in which the bidder resides, payable to the Lauderdale County Board of Education for the amount of five percent of the total bid amount when contract amount exceeds \$10,000.00, but no more than \$10,000.00 shall accompany the bidder's proposal.
10. Section 39-2-6, defines a responsible bidder.
11. If successful bidder fails or refuses to sign the contract, to make bond, or to provide evidence of insurance, the Lauderdale County Board of Education may award the contract to the second lowest responsible and responsive bidder. If the second lowest bidder fails or refuses to sign the contract, make bond, or to provide evidence of insurance, the Lauderdale County Board of Education may award the contract to the third lowest responsible and responsive bidder, and so on until a responsive and responsible bidder accepts the award.
12. If no bids, or only one bid is received, the Lauderdale County Board of Education may advertise for and seek other competitive bids, or direct that the work shall be done by force account under its direction and control, or may negotiate the purchase or contract, providing the negotiated price is lower than the bid price. *Forced Account defined as - work paid for by reimbursing for the actual costs for labor, materials, and equipment usage incurred in the performance of the work, as directed, including a percentage for overhead and profit.* (Public Works 39-2-6.b, c).
13. On any construction project on which the Lauderdale County Board of Education has prepared plans and specifications, received sealed bids, has determined to do so by force account or by negotiation, the Board shall make available the plans and specifications, an itemized estimate of cost and any informal bids for review by the Department of Examiners of Public Accounts and upon completion of the project, the final costs together with an itemized list

of cost of any and all changes made in the original plans and specifications shall also be made available for review by the Examiners of Public Accounts.

14. No contract awarded to the lowest responsible and responsive bidder shall be assignable by the successful bidder without written consent of the Lauderdale County Board of Education, and in no event shall a contract be assigned to an unsuccessful bidder who was not responsible or responsive.
15. If the low bidder discovers a mistake in its bid, the low bidder may seek withdrawal of its bid without forfeiture upon written notice to the Lauderdale County Board of Education within three working days after the opening of bids. The Board has ten days after receipt of low bidders evidence, or by the next regular meeting to make a decision regarding the error (39-2-11).
16. The Lauderdale County Board of Education shall stipulate that the person, firm, or corporation undertaking the project agrees to use materials, supplies, and products manufactured, mined, process, or otherwise produced in the United States or its territories, if they are available at reasonable and competitive prices.
17. Shall use steel produced within the United States. (Public Works 39-3- 4a).

### **The Bidding Process**

The Assistant Superintendent's office shall send out bid requests to all vendors identified on the Lauderdale County Board of Education bidder mailing list, and shall also post copies of all current bids outside the Board of Education Central Office lobby. The deadline for submitting a bid in response to a bid request shall be stated on the bid cover sheet.

### **Pre-Bid Conferences**

Pre-Bid Conferences will be determined by the Board on an as needed basis.

### **Bid Opening**

Vendors shall mail or hand deliver the bid in a sealed envelope including on the outside of the envelope the vendor's name and address, bid number, and date and time of the bid opening (which will correspond to the Invitation For Bid (IFB)). Late bids will not be accepted under any circumstances. The bids will be opened at the hour stated on the IFB and properly recorded. A tabulation of the recorded bids will be performed and included on the Assistant Superintendent's bid opening sheet. The Assistant Superintendent will forward an award request recommendation to the Superintendent for Board approval.

In the case of two “low” bids equal dollar amounts may be divided equally between bidders if both parties are in agreement. However, all bids shall be subject to review by the Lauderdale County Board of Education concerning such criteria as life cycle costs, warranties, or any other criteria, which may aid in determining the low bid.

### **Contractor License Requirements**

Code of Alabama S34-8-8 requires a contractor to include his current license number on his bids if the contract amount exceeds \$50,000. The owner, architect, and/or engineer may reject all bids that do not contain a current license number of the general contractor submitting the bid. All invitations to contractors for bids will include a request for this information.

### **Rejection of "Low" Bid**

The Lauderdale County Board of Education reserves the right to reject any and all bids, in whole or in part, if it determines such action is in the best interest of the school system. When an award is not given to the low bidder, a full and complete statement of the reasons for placing the order elsewhere shall be prepared, and be made available upon request.

### **Bid Bond Procedures**

Except for Public Works projects, a Bid Bond requirement will be at the discretion of the Board. The following guidelines shall govern a Bid Bond when required: “The awarding authority may require bidders to furnish a bid bond for a particular bid solicitation if the bonding requirement applies to all bidders, is included in the written bid specifications, and if bonding is available for the services, equipment, or materials(Section 41-16-50(c), Act No. 2008-379)”.

When required in the Invitation To Bid, vendors shall be responsible for the submission of a Bid Bond. If such a bond is required, the vendor will submit an original bid bond or certified/official check from a bank or credit union for five percent (5%) of the total contract amount, but in no event more than \$10,000. Upon awarding of the bid, the Board shall return all bid bonds and checks, but shall retain the bond or check submitted by the awarded vendor until execution of contract by either a contract signature or issuance of a purchase order towards the contract. The form of this bid guarantee shall be bid bond, certified check or Letter of Credit, and must be issued by an acceptable bonding company licensed to do business in Alabama.

### **Procedures for Non-Responsive Bidders**

A vendor may be taken off the bid list upon failure to respond to three (3) consecutive bids. At that time, the vendor may request in writing to be placed back on the bid list. If the vendor fails the second time to respond to three consecutive bids, he will be removed from the vendor list until such time as the vendor requests in writing to appear before the Superintendent to properly explain the reasons for his non-responsiveness to bid invitations.

## **Bids Issued From Other Departments**

The Assistant Superintendent's office will assist each of the following departments with the bid/purchasing process to assure continuity.

1. Maintenance Department
2. Transportation Department
3. Child Nutrition
4. Technology Department
5. Career Technical
6. Federal Programs
7. Special Education
8. Curriculum, Instruction
9. Local Schools

## **New Construction Projects:**

The Superintendent will initiate all new school construction projects by recommending to the Board which professional services company (architectural and/or engineering) to select for award. Upon Board approval, the Assistant Superintendent will coordinate the construction schedule, budget and scope of work with the selected professional services firm.

The selected firm will advertise the project for bid, facilitate the Pre-Bid Conference and open bids on the designated date and time. The Superintendent will make a recommendation to the Board for selection of the General Contractor.

Changes to scope of work and cost will be recommended to the Board throughout the construction phase of the project.

The General Contractor will finalize the project with the State Department of Education and the LCBOE in accordance with the Public Works Law, Code of Alabama, 1975, Title 39.

## **Vendor Insurance Requirements**

All vendors shall be required to carry insurance of the following types and amounts (exceptions are noted) in addition to any other forms of insurance or bonds required under the terms of the bid specifications or by any other local, state and federal regulatory requirements. The vendor shall procure and maintain prior to contract award and for the duration of the agreement or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this agreement by the vendor, his agents, representatives, employees or sub- contractors.

### **A. Minimum Scope of Insurance**

#### **1. General Liability:**

Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after approval from the Board.

#### **Commercial General Liability:**

Products and Completed Operations Contractual  
Personal Injury  
Explosion, Collapse and Underground Broad Form Property Damage

#### **2. Automobile Liability:**

Business Automobile Liability providing coverage for all vehicles used in performance of awarded contract. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms.

#### **3. Workers' Compensation Insurance:**

Statutory protection against bodily injury, sickness, disease or death sustained by an employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations.

#### **4. Employers Liability Insurance:**

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

## **B. Limits of Insurance:**

### **1. General Liability:**

Commercial General Liability on an "occurrence form" for bodily injury and property damage:

\$500,000	General Aggregate Limit
\$500,000	Products - Completed Operations Aggregate
\$500,000	Personal & Advertising Injury
\$500,000	Each Occurrence
\$500,000	Fire-Legal Liability (When Applicable)

### **2. Automobile Liability:**

\$500,000 Combined Single Limit per accident for bodily injury and property damage.

### **3. Workers' Compensation:**

As Required by the State of Alabama Statute

### **4. Employers Liability:**

\$100,000 Bodily Injury by Accident or Disease  
\$500,000 Policy Limit by Disease

## **C. Other Insurance Provisions:**

The Superintendent may adjust the requirements set forth in this document in the event it is determined that such adjustment is in the Lauderdale County Board of Education's best interest. If the insurance requirements are not adjusted by the Superintendent prior to the release of bid specifications or subsequent addendum(s), then the limits stated herein shall apply.

### **1. General Liability and Automobile Liability Coverage Only:**

- a. The vendor's insurance coverage shall be primary insurance as respects the Lauderdale County Board of Education, its officers, employees, agents, and specified volunteers, as their interests may appear. Any insurance or self-insurance maintained by the Lauderdale County Board of Education, its officers, officials, employees, agents or specified volunteers shall be excess of the vendor's insurance and shall not contribute to it.
- b. The vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's liability.



## **2. All Coverage's:**

a. Vendors are responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Lauderdale County Board of Education. Cancellation of coverage for non-payment of premium will require ten (10) days' written notice to the Lauderdale County Board of Education.

b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Lauderdale County Board of Education, its officers, employees, agents or specified volunteers.

### **D. Acceptance of Insurers:**

Insurance is to be placed with insurers with an A.M. Best's rating of no less than B+V.

### **E. Verification of Coverage:**

The Lauderdale County Board of Education shall be indicated as a Certificate Holder and the vendor shall furnish the Lauderdale County Board of Education with Certificates of Insurance reflecting the coverage required by this document. The A.M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy.

The certificates for each insurance policy are to be received and approved by the Lauderdale County Board of Education before contract is awarded. The Lauderdale County Board of Education reserves the right to require complete, certified copies of all required insurance policies at any time.

### **F. Sub-Contractors Working for the Vendor:**

The vendor shall include all sub-contractors as insurers under its policies or shall furnish separate certificates and/or endorsements for each sub-contractor. Sub-contractors who are not covered under General Contractor's insurance policies shall be required to meet all insurance requirements identified in the IFB.

**G. Hold Harmless Agreement:**

The vendor, to the fullest extent permitted by law, shall indemnify and hold harmless the Lauderdale County Board of Education, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of this contract, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and (2) is caused by any negligent act or omission of the vendor, or any of their sub-contractors, sub-consultants, or anyone directly or indirectly employed by any of them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

## **Price Quotes**

When the amount of a purchase does not meet the threshold to require formal bidding as specified by the State Competitive Bid Laws, price quotes may be necessary to ensure the school system is receiving the best price for the purchase.

At any time a purchase is anticipated, regardless of the price, the requestor shall search for the lowest price available. The requestor shall provide a minimum of three (3) telephone quotes, three (3) price comparisons from store visits or three catalog comparisons for purchases between \$10,000.00 and \$15,000.00. Quotes will contain, as a minimum, the vendor's name, vendor point of contact, date and time quote was received, description/specifications of each item/service, unit cost, quantity, and name of LCBOE employee receiving quote. Quotes should be documented and attached to the purchase requisition form when forwarded to the Purchasing Department. Requests for quotes for products or services with anticipated prices over \$15,000.00 will be handled by the Assistant Superintendent's through formal bidding as outlined by the State Competitive Bid Laws.

Care should be given when asking for quotes to ensure that each vendor is given the same specifications and the quotes received are for equivalent products. When developing specifications, they should reflect the requirements for use of the product, and again all vendors quoting should receive the same specifications.

Developing frivolous specifications devised to assure that only one vendor can meet those specifications, or to request additional specified options from different vendors could be deemed unethical and in violation the State Bid Laws and this method of operation does not guarantee that the school system will receive the best value for the money.

At no time shall purchases be broken up with the intent of avoiding the formal bid process. This practice is specifically mentioned as a violation of the Alabama Competitive Bid Law.

## **Disposal of Surplus/Obsolete Property**

The Lauderdale County Board of Education may have property that is no longer used or needed. Disposal of this property shall follow proper procedures resulting in the greatest benefit to the Lauderdale County Board of Education. Before the property is disposed of as surplus/obsolete, it will be determined by the Lauderdale County Board of Education and the Superintendent or his/her designee whether or not it should be utilized by another school or department.

### **Defining Surplus/Obsolete Property**

Surplus property is property that the Lauderdale County Board of Education has legal title but is no longer needed for support of the school system's operations. Obsolete property is school system property, which is no longer usable in the service for which it was purchased and cannot be utilized safely or economically in any other manner. It shall be the responsibility of the Lauderdale County Board of Education's Department Supervisors to determine the property that meets these criteria and to submit a list of such property to the Lauderdale County Board of Education for designation as surplus or obsolete property. Once Board approval has been given, the Assistant Superintendent with assistance from Department Supervisors will be responsible for disposal in accordance with the Lauderdale County Board Of Education policies and good business practice, including establishing a fair market price when sale of property is required.

### **Method of Disposal**

The Assistant Superintendent's office shall be responsible for the sale of surplus and obsolete property. Sales may take place in one of the following manners:

- Sealed bids,
- Public auction,
- Sale to another government agency for a fair market price, or on approved websites such as Gov. Deals.

The Maintenance Supervisor shall be responsible for the disposal of surplus and obsolete property when disposed of by means other than public sale in the following manner:

Disposal by other approved methods, i.e., approved landfills, removal by individual(s), or any other approved method that is in the best interest of the LCBOE.

The Technology Supervisor shall be responsible for the disposal of surplus technology\electronic items.

Criteria for determining the manner of disposal shall include location of the property, quantity, quality, availability of personnel, and time limits in which property must be moved.

Property that is determined to be broken, damaged, unusable and/or unserviceable and is of no value to the LCBOE may be disposed of by taking property to an authorized landfill or allowing individual(s) to remove the property at their own expense.

The Lauderdale County Board of Education, at its discretion, may transfer asset(s) to another governmental agency or any non-profit organization for nominal consideration.

The Lauderdale County Board of Education has the right to reject any or all bids for school surplus or obsolete property, subject to the following:

- Fair market value

- Retention cost

- Dynamics of the marketplace