
**CARROLL COUNTY PUBLIC SCHOOLS
ADMINISTRATIVE REGULATIONS**

BOARD POLICY DJE: BIDDING LIMITS

Competitive Pricing

During the year, requests are made to the Purchasing Office for items that require competitive pricing. The Annotated Code of Maryland - Education Article §5-112, and Board Policy requires sealed bids, for items more than \$25,000. Quotes are required for items between \$7,500 - \$25,000. Proper planning by the requesting party (ies) is very essential to a successful bid process. Bid Guidelines and Procedures were developed so that Cost Centers can consider the time requirements when submitting requisitions requiring competitive pricing.

Competitive pricing and competitive bidding are key to public procurement laws and procedures because they ensure maximum value for our tax dollars and promote the open and fair process that our citizens and suppliers expect.

Bidding Guidelines

The Purchasing Office has established competitive bidding guidelines and those thresholds are as follows:

Category I

Up to \$7,500 - Best possible price, written competition is required at the discretion of the Supervisor of Purchasing.

Category II

More than \$7,500 but less than \$25,001 - Formal Request for Quotation (RFQ) is issued by the Purchasing Department at the discretion of the Supervisor of Purchasing. The RFQ is not required to be advertised but can be, subject to the discretion of the Supervisor of Purchasing. Note: Written competition establishes the goal of soliciting quotes from three (3) vendors.

Category III

More than \$25,000 - competitive sealed bid/proposal process is required. All formal bids (Category III), construction projects and Requests for Proposals are advertised in at least one newspaper of general circulation in the county, at least 14 days prior to the return due date of the bids, as required by the State Board of Education Article 5-112. Board approval is required for all bids and contracts more than \$25,000 (Board Policy - DJE - Bidding Limits).

Exempt from bidding requirements is the purchase of books, specialized materials, emergency

repair and/or purchase (situations in which there is a threat to health, welfare, or safety), and certain professional services (as determined by the Supervisor of Purchasing).

Requests for Proposal

The purchasing of professional services, i.e., Architects, Engineering Consultants, Construction Managers, etc. are facilitated by a “Request for Proposal” (RFP). RFP is an appropriate method for services, since many other factors, other than low bid, must be considered for bid evaluation and award.

Purchases to be made from any public school related funding, including PTA, athletics, band boosters, school clubs, etc. will subscribe to all purchasing procedures and guidelines, including the quote/bid processes.

Specifications

To obtain materials and equipment suited to the needs of the requesting party(s), specifications must be properly designed by the end-user in association with the Purchasing Department. Specifications should be complete with all essential physical features and functional requirements of the needed item(s) indicated, but must not be a “sole source” - specifications written around one manufacturer’s product, thus eliminating the ability of other vendors to compete and submit bid pricing.

Specifications should only include the necessary requirements to enable the item to perform safely and properly, while remaining functional for as long as possible. Adding unnecessary physical features or functional requirements increases the cost, and limits competitive pricing. Bid specifications can, and often do include a brand name and a model designation to establish only the quality standards expected of the item being bid - not to limit competition to only those items listed.

Specifications for most items already exist, such as the Annual Supply Lists, the Equipment/Furniture Specification Lists, and the bids or quotations for previously ordered goods and services, and are updated yearly. Specifications for other goods and services will be developed by the requesting agency in cooperation with the Purchasing Department.

When suitable specifications are finalized, the bid or quotation document is prepared by the Purchasing Department and sent to prospective bidders.

Scheduling

Quotes:

This informal bid method is a quicker process than the formal bid, and does not require Board of Education approval.

Step	Responsible	Task	Duration
1	Purchasing Office	Preparation of quotation for either mailing or faxing	2-3 days
2	Postal Service	Anticipated time to mail quotation to vendors	2-4 days
3	Vendor/Bidder	Time allowed bidders to prepare, complete and return quotation to Purchasing either by US mail, or fax.	7-14 days
4	Purchasing Office End User	Quote evaluation and award	1-2 days
Total Time Requirement			12-23 days

Bids:

There are any steps from beginning to end in the bidding process. Each of these steps takes time for implementation and completion.

Step	Responsible	Task	Duration
1	Purchasing Office	Preparation of bid documents for mailing. Time will vary depending on the level of detail of the specifications, and/or the number of items being bid.	4-7 days
2	Postal Service	Anticipated time to mail bids to vendors. Bids CAN NOT be faxed.	2-4 days
3	Vendor/Bidder	Time allowed bidders to prepare, complete and return quotation to Purchasing either by US mail. NO fax responses accepted.	14-28 days
4	Purchasing Office End User	Bid evaluation and determination of the award(s).	1-4 days
5	Purchasing Office	Bid Award Recommendation prepared - a minimum of one (1) week prior to the monthly Board meeting.	7 days
Total Time Requirement			28-50 days

Requests (complete with specifications) for items necessitating the bidding process for approval, should be in the Purchasing Office 28 - 50 days prior to the Board of Education

meeting (4th Wednesday of the month). Bids requiring a pre-bid meeting and/or inspection tour need approximately 7-10 days added to the schedule.

Request for Proposals (RFP):

Services requiring a Request for Proposal vary greatly in size and complexity; therefore, the time required varies greatly. A complex proposal for services, i.e., insurance, construction management services, etc. generally require several months to prepare and complete. Less complicated RFPs generally require the same amount of time as needed for the processing of a bid (28 - 50 days).

Bidder's List

A bidder's list for all categories of system needs is maintained by the Purchasing Department through Paradox software. The bidder's lists have been developed through the years and include known responsible bidders. Vendors are placed on the Bid List by completion of a Bidder's Application.

In addition to prepared specifications, a general set of Instructions to Bidders, (Attachment # 1) is included in each formal bid packet. These specific instructions are reviewed by legal council, and modified with their assistance and recommendations as needed.

When either formal bids or quotations are submitted, a signature is required giving testimony to Non-Collusion Certification, Anti-Bribery Affidavit and Civil Right Compliance (Attachment # 2).

Bids involving State Interagency Public School Projects require signed documents regarding Minority Business Enterprises Utilization Affidavit. Newspaper bid advertisements and bid documents that are IAC related must include the statement "Minority Business Enterprises are encouraged to respond to this solicitation." A notification of these bids is sent to Maryland Minority Contractors Association Builders Congress and Exchange, F.W. Dodge, and Construction Market Data.

Bid Bonds and/or Performance Bonds are required for certain projects, as per COMAR guidelines. Bid Bonds in the amount of 5% of the anticipated contract are required for all State construction contracts when the contract is expected to exceed \$100,000. Bid bonds may be required for any other procurement more than \$50,000, as determined by the Supervisor of Purchasing. A bid bond guarantees that the bidder will not withdraw their bid once awarded, and will accept the contract as bid. Contracts involving large purchases, or annual contracts such as fuel oil and food commodities, along with construction contracts in excess of \$100,000 require performance bonds in the amount equal to at least 100% of the contract price. Performance bonds protect the buyer from loss due to the bidder's inability to complete the contract as agreed.

Bids and quotations for most equipment and furniture items include provisions for a one (1) year warranty on all parts and labor. Warranty information is noted on the respective Buying Guides issued to all schools.

After bids and quotations have been received, opened and recorded, the evaluation process begins. The requesting department is involved in the evaluation of bids and quotations. If a demonstration

of the equipment bid is desired, the demonstration is usually held at or near the location of the requesting party. Evaluation of equipment items may involve teachers, administrators, supervisors and/or directors.

Bid Award

The bid or quotation is awarded to the lowest responsive and responsible bidder meeting specifications on either a line item, or aggregate basis, whichever is in the best interest of the Board of Education. Consideration is given to a company's ability to deliver on time, competency and service.

Occasionally there is a "tie bid" between vendors where all specifications and conditions are in compliance with bid directions. Carroll County vendors will have preference to non-county vendors, in determination of award for tie bids. If the bid contains more than one (1) item, and both bidders are either in or out of the county, the award is made to the bidder with the greatest dollar amount of award items. If no other items are involved, the tie is broken by either requesting a new bid from both parties, determining a mutually beneficial award to all bidders and the Board of Education, or by flipping a coin in the presence of both bidders.

In some instances, purchases are made from competitive bids from other Governmental agencies, i.e., piggybacking. The Baltimore Regional Cooperative Purchasing Group, which is an affiliate of the Baltimore Metropolitan Council, and the State of Maryland Department of General Services, are the most common contracts used in this manner. All Carroll County Board of Education bids includes provisions to allow the Carroll County Government, any Maryland County Public School System, Carroll Community College, and/or Private and Parochial schools, the opportunity to purchase items included in these bids.

ATTACHMENT #1

BOARD OF EDUCATION OF CARROLL COUNTY
125 North Court Street
Westminster, MD 21157

INSTRUCTIONS TO BIDDERS

RECEIPT AND OPENING OF BIDS:

Sealed proposals for the furnishing, delivering and installing where called for, of the services, materials, equipment and/or supplies, as required by the Board of Education will be publicly opened in the Purchasing office of the Board of Education, located at the Winchester Building, 125 North Court Street, Westminster, Maryland, on the day and hour set forth in the following specifications. The person, firm or corporation making such proposals shall submit their bid in a sealed envelope to the Purchasing Officer at the place herein mentioned on or before the hour and day stated. Bids received after that designated time, will be returned unopened. Telephone, facsimile, and/or telegraphic bids will not be accepted.

Bids must be submitted in duplicate of this bid and each bidder is to retain one copy for his files. Bids must be signed by an authorized representative of the company submitting a bid. The Board of Education reserves the right to consider prompt payment discounts with a minimum of twenty (20) days to qualify in computing the bid.

AWARD OR REJECTION OF BIDS:

The contract will be awarded to the lowest responsive, responsible bidder complying with all the provisions of the invitations, provided the bid price is reasonable and it is to the best interest of the Board of Education to accept it. The Board of Education reserves the right to reject any or all bids and to waive informality in bids received whenever such rejections or waiver is in the interest of the Board of Education. The Board of Education also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or the bid of a bidder which investigation shows is not in a position to perform the contract. Tabulations of all bids received are duly recorded and may be inspected at any time.

QUOTATIONS:

The bidder shall insert the price per stated unit and the extension against each item in the proposal form herein annexed, which he proposes to furnish and deliver. In the event of a discrepancy between the unit price and the extension, the unit price will govern. All prices must be FOB destination. All proposals shall be made in accordance with the form of proposals. Prices offered will be considered firm for a period of not less than sixty (60) days to allow for evaluation and acceptance.

TAXES:

No charges will be allowed for federal, state, or municipal sales and excise taxes, from which the Board of Education is exempt. The price bid shall be net and shall not include the amount of any such tax. This does not exempt bidder from paying proper taxes but only indicates that Board of Education shall not be charged tax on final bid price(s).

For construction work only: All bidders shall include in their bid the cost of sales tax on materials, equipment, rentals, etc. to be paid by the Contractor for this project. Construction work is **not** sales tax exempt.

STANDARDS OF QUALITY, "OR EQUAL CLAUSES":

Unless otherwise specified, all materials used for the manufacture or construction of any supplies covered by this bid shall be new and of the best quality and the workmanship shall be of the highest grade. The use of the name of a manufacturer or any special brand or make in describing any item in this bid does not restrict bidders to that manufacturer, or specific brand or make; the reference thereto indicates the character or quality of articles desired, but articles on which bids are submitted must be equal to those referred to. Bidders offering any articles other than the specific make, brand, or manufacturer named in this bid must so state in each instance; otherwise their bids will be considered as being based upon furnishing the specific make, brand or manufacturer named in this bid.

A bidder offering a brand other than the one specified must indicate in writing on the bid proposal, any size, gauge, or material deviation from those specified on the bid form or the bid will be rejected. This shall also apply where no specific brand, make or model is specified.

Catalogue cuts should accompany bids whenever an article is substituted for the one specified. This shall also apply where no specific brand or model is specified.

SAMPLES:

Do not submit samples when none are requested. When samples are required, they must be submitted by the bidder so as to reach this office prior to the hour set for opening of bids. All samples must be delivered, all charges prepaid, to the Board of Education of Carroll County, 125 North Court St., Westminster, Maryland, 21157, plainly marked to indicate name of bidder, date of opening of bid, and articles bid upon accompanied by instructions as to return thereof.

The right is reserved to retain any samples for the purpose of testing, and no payment will be made for such samples. Unless the samples when received by the Board of Education are accompanied by instructions as to return, including sufficient funding to defray shipping charges thereof, and in the event the instructions do not provide for return on a collect basis, samples will be disposed of in the discretion of this office, which disposal may include retention and use by the Board of Education without compensation of the bidder or person furnishing such samples.

ORDERING:

Supplies or services to be furnished under the contract will be ordered by the issuance of an official Carroll County Public School system Purchase Order duly executed by the Superintendent of Schools, or his designated representative.

All purchase orders issued are subject to all pricing, terms and conditions of the contract. In the event of conflict between the purchase order and the contract, the contract shall govern.

DELIVERY:

Where the proposal form requires direct delivery to school, the items must be placed at a point within the building as directed at the place of delivery. The weight, count, measure, etc., will be determined at the points of delivery. The contractor will be required to furnish proof of delivery in every instance.

No help for unloading will be provided by the Board of Education. Suppliers should notify their truckers accordingly. Deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m. on weekdays only, excluding school holidays. All materials and supplies must be securely packed, adequately marked as to contents and delivered without damage or breakage in such units as are specified.

BILLING AND PAYMENT:

Each invoice shall carry the purchase order number of the Board of Education, and the items shall be listed in the same order as on the purchase order. Invoices must be submitted in duplicate to the Board of Education, attention: Accounts Payable. Payment will be made only upon final acceptance by the Board of Education. Partial shipments will be accepted but invoices will not be approved for payment until all articles on any given purchase order are delivered and accepted. The cash discount period shall date from the receipt of the invoice and not from the date of the invoice. Payment cannot be arranged until 20 days after complete delivery of items on a given order.

TERMINATION FOR CONVENIENCE:

The performance of work under this contract may be terminated by the Board of Education in

accordance with this clause in whole, or from time to time in part, whenever the Board of Education shall determine that such termination is in the best interest of the Board of Education. Written notice will be given at least thirty (30) days in advance. The Board of Education will pay for all labor and material in accordance with Bid Price up to the date of the termination. However, the contractor shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.

TERMINATION FOR DEFAULT:

The Board of Education of Carroll County may, by written notice of default to the contractor, terminate the whole or any part of the contract in any one of the following circumstances:

- a. If the contractor fails to make the delivery of supplies or equipment exactly as specified or perform the services within the time and manner specified therein or any extension thereof, or:

- b. If the contractor fails to perform any of the provisions of this contract, or fails to make progress as to endanger performance of this contract in accordance with its terms and in either of these two (2) circumstances does not cure such failure within a period of ten (10) calendar days (or such longer period as the Purchasing Officer may authorize in writing) after receipt of written notice from the Purchasing Officer specifying such time failure or:

- c. If the contractor willfully attempts to make delivery of items other than the items in the contract or perform the services other than specified as to quality, contents of pack, work processes or otherwise, without specified authorization in the form of a contract amendment, or:

- d. If a determination is made by the Board of Education of Carroll County that the obtaining of the contract was influenced by an employee of the Carroll County Public School System having received a gratuity, or a promise therefore, of any way or form.

In the event the Board of Education terminates this contract in whole or in part, the Board of Education may procure such items and in such a manner as the Purchasing Officer may deem appropriate, supplies and services similar to those so terminated, and the contractor shall be liable to the Board of Education for any excess cost for such similar supplies or services provided that the contractor shall continue the performance of the contract to the extent not terminated.

If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to a Termination for Convenience.

LIABILITY OF CONTRACTOR:

The contractor shall, during the entire period that his work is in progress, save the owner harmless

against any and all damages to persons or property occurring in connections with his work caused by negligence of himself, his employees, or subcontractor, or any accident, and shall adequately insure against same.

The contractor shall be held responsible for and shall be required to make good at his own expense, any and all damage done or caused by him or his workmen in the execution of the contract. Drivers of trucks shall cooperate with and adhere to School Regulations.

LAWS, PERMITS AND ORDINANCE, ETC.:

The contractor shall comply with all laws and ordinances, local or state, and shall be responsible for any and all accidents that may occur to all persons in connections with his work. All permits of any kind shall be procured by the contractor and where cost is attached, pay for same.

SUB-CONTRACTORS:

The contractor shall give his personal attention constantly to the faithful execution of this contract, shall keep the same under his own control, and shall not assign by power of attorney or otherwise sublet the work or any part thereof without the previous written consent of the Board of Education. Such requests must be in writing stating the name of the subcontractor, the contractor he intends to employ, the portion of the materials to be furnished, its place of business, and such other information as the Board of Education may require, in order to know whether such subcontractor is reputable and reliable and able to furnish the materials as called for in the specifications.

The contractor shall not legally or equitably assign any of the monies payable under the contract, or its claim thereto, unless by and with like consent of the Board of Education.

COMPLIANCE WITH SPECIFICATIONS:

The contractor shall abide by and comply with the true intent of specifications and not take advantage of any unintentional error or omission, but shall fully complete every part of the true intent and meaning of the specifications, as decided by the Board of Education.

All parts of the invitation to bid and the information for bidder shall become a part of the specifications. It is the intent of the specifications to provide complete information on all items specified; any omissions, errors, conflicts or discrepancies in the specifications shall be called to the attention of the Board of Education immediately.

At the time of the opening of bids, each bidder will be presumed to have read and to be thoroughly familiar with the Specifications and Contract Documents, including all addenda. The failure or omission of any bidder to receive or examine any form, instrument or document shall in no way relieve him of any obligation in respect to his bid.

Any deviation between the Board of Education's specifications and the bidder's contractual proposal shall be clearly defined in an accompanying written form.

RESPONSIBILITY FOR SUPPLIES TENDERED:

The contractor shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point, and the contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection. Upon failure to do so within ten (10) days after date of notification of rejection, the Board of Education may return the rejected materials or supplies to the contractor at his risk and expense.

INSPECTIONS:

Inspections and acceptance of materials or supplies will be made after delivery at the destination herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the Board of Education will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. Final inspections and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failures to inspect and accept or reject materials or supplies shall not impose liability on the Board for such materials or supplies as are not in accordance with the specifications.

CONTRACT:

The bid, with respect to all items accepted, and all paper accompanying the same, including the schedule and continuation sheets, if any, the Specifications, the General Provisions and Instructions to Bidders, the General Conditions, the Specific Conditions, and other papers and documents referred to in any of the foregoing, shall constitute the formal contract between bidder and the Board of Education.

ERRORS IN BIDS:

Bidders or their authorized representatives are expected to inform themselves as to the conditions, requirement, and specifications before they submit bids; failure to do so will be at the bidder's own risk and he cannot secure relief from the plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error in extension of prices in the bid, the unit price shall govern.

RIGHT-TO-KNOW LAW:

Vendors supplying products or contracted to perform services for Carroll County Public Schools may have access to the Chemical Information List through the office of the Director of School Support Services, 410/751-3000 or 410/751-3179. In addition, the Chemical Information List will

be available at each school building office.

OPTIONAL USE OF CONTRACT:

Unless specifically prohibited by the bidder, the following entities within Carroll County, Maryland shall have the option to order from this contract:

1. Carroll County Government
2. Carroll County Community College
3. Private and Parochial Schools
4. Any Maryland County Public School System

ATTACHMENT #2

BIDDERS AFFIDAVIT

BIDDER MUST SIGN THIS DOCUMENT AND RETURN TO BOARD OF EDUCATION IN THE SAME SEALED ENVELOPE CONTAINING THE BID FORM AND OTHER PERTINENT BID INFORMATION.

I HEREBY CERTIFY THAT I am (Title) _____ and
the duly authorized representative of the firm of _____ whose address
is _____ and
that I possess the legal authority to make these testimonies on behalf of myself and the firm for which I am
acting.

NON-COLLUSION CERTIFICATION

Neither I, nor to the best of my knowledge, information and belief, the above firm nor any of its other representatives I here represent have agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith; not in any manner, directly, or indirectly, entered into any agreement, participated in any collusion to fix the bid price, or price proposal of the bidder, or offer or herein, or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the Contract for which the within bid or offer is submitted.

ANTI-BRIBERY AFFIDAVIT

Neither I, nor to the best of my knowledge, the above firm, nor any of its officers, directors, or partners, or any of its employees directly involved in obtaining contracts with the State of any county, bi-county, or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions committed after July 1, 1977 which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government.

CIVIL RIGHTS COMPLIANCE

We fully comply with Title VI of the Civil Rights Act of 1964 (PL88-352).

In signing this document I represent that I have personal knowledge of all the matters and facts herein stated, and do solemnly declare and affirm under the penalties of perjury that the contents of this document are true and correct.

Date

Signature

Printed or Typed Name

Revised 6/26/06