

Laconia School District
Bidding Conventions/Practices

District Bidding Conventions/Practices

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DEFINITION OF TERMS

BIDS:	Detailed description of services or materials offered to the district with related cost.
AWARD:	Written acceptance of bid for services or materials by the district.
MULTI-STEP BIDDING:	Process in which district may first request proposals which describe qualifications for provision of services or specifications for materials or equipment followed by a request for specific bids based upon the qualifications or specification submitted.
REQUEST FOR PROPOSALS (RFQ):	Written invitation to suppliers or professional enterprises to submit a proposal for providing materials, equipment, or services to the district.
EVALUATION FACTORS:	Criteria to be employed by the district in judging the quality, cost effectiveness, and value of services, materials, or equipment.
SOLE-SOURCE PROCUREMENT:	When a single source is determined to be appropriate for required district services or purchases.
CHANGE ORDER:	Documented description of a modification or adjustment to a district contract for services.
BID OR PERFORMANCE BOND:	Written guarantee by an accredited agency or firm of the capability of an individual or firm to satisfactorily complete the required scope of services to the district.
MULTI-FORM CONTRACT:	Contract for services or materials which extends beyond a single fiscal year or which may be ongoing in the absence of a termination date.

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SECTION I: COMPETITIVE SEALED BIDDING

A. Conditions for use: All school district contracts will be awarded by competitive sealed bidding except as otherwise provided in this section and the following sections of this policy: Section III Contracting for Designated Professional Services, Section IV Minor Purchases, and Section V Sole Source and Emergency Procurement.

B. Invitation to bid: An invitation to bid will be issued and will include all specifications, contractual terms and conditions applicable to procurement. Invitation to bid will be publicly noticed or, when determined by the Superintendent to be in the best interest of the district, issued to a list of bidders pre-qualified by the district.

C. Public notice: When used as part of the purchasing process, public notice of the invitation to bid will include a reasonable time, not less than ten (10) calendar days prior to the date set forth for the opening of bids. The notice will be published in a newspaper of general circulation at least ten (10) calendar days prior to bid opening. The notice will state the place, date and time of bid opening.

D. Bid opening: Bids will be opened publicly in the presence of one (1) or more witnesses at the time and place designated in the invitation for bids. The amount of each bid and such other relevant information as the Business Administrator deems appropriate, together with the name of each bidder will be recorded. The record and each bid will be open to public inspection in accordance with Policy KDB, with the exception that private proprietary information will not be considered a public record.

E. Bid acceptance and bid evaluation: Bids will be accepted without alteration or correction, except as authorized in this policy. All bids shall be date and time stamped upon their receipt at the SAU office by the Business Administrator. Bids will be evaluated based on the requirements set forth in the invitation to bid, which may include criteria to determine acceptability, such as inspection, testing, quality, workmanship, delivery and suitability for a particular purpose. The invitation to bid will set forth the evaluation criteria to be used. Criteria, such as discounts, transportation costs and total or life-cycle costs, affecting the bid price will be objectively measured. No criteria may be used in the bid evaluation that is not set forth in the invitation for bids.

F. Correction or withdrawal of bid/Cancellation of award: Correction or withdrawal of inadvertently erroneous bids before or after bid opening or cancellation of awards or contracts based on such bid mistakes may be permitted where appropriate. Mistakes discovered before bid opening may be modified if withdrawn by written or telegraphic notice received in the office designated in the invitation to bid prior to the time set for bid opening. After bid opening, corrections in bids will be permitted only to the extent that the bidder can show by clear and

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convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake and the bid price actually intended. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the school district or fair competition, will be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if:

1. The mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or
2. The bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids or to cancel awards or contracts based on bid mistakes will be supported by a written determination made by the Business Administrator.

G. Award: The contract will be awarded with reasonable promptness by appropriate written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation to bid. In the even the low responsible bid exceeds available funds and such bid does not exceed such funds by more than twenty percent (20%), the Superintendent or designee is authorized to negotiate an adjustment of the bid price with the low responsive and responsible bidder, in order to bring the bid within the amount of available funds.

H. Multi-step sealed bidding: When it is considered impractical to prepare a description to support an award based on price, an invitation to bid may be issued requesting the submission of un-priced offers to be followed by an invitation to bid limited to those bidders whose offers have been determined to be technically acceptable under the criteria set forth in the first solicitation.

SECTION II: COMPETITIVE SEALED PROPOSALS

A. Conditions for use: When the Superintendent determines that the use of competitive sealed bidding is either not practicable or not advantageous to the school district, a contract may be entered into by use of the competitive sealed proposals method. This procurement method may also be used when the district, through the Superintendent, determines that it is in the district's best interest to use a design/build and/or partnering type delivery system for construction project.

B. Request for proposals: Proposals will be solicited through a formal and written request for proposals. Request for proposals will be publicly noticed or, when determined by the Superintendent to be in the best interest of the district, issued to a list of proposers pre-qualified by the district.

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C. Public notice: Public notice of the request for proposals will be given in the same manner as provided in Section I-C (Competitive Sealed Bidding Public Notice) provided that the minimum will be ten (10) calendar days.

D. Receipt of proposals: No proposals will be handled so as to permit disclosure of the identity of any respondent or the contents of any proposal to competing respondent during the process of evaluation. A register of proposals will be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. The register of proposals will be open for public inspection only after the contract is awarded.

E. Evaluation criteria: The request for proposals will state the relative importance of price and other evaluation criteria.

F. Discussion with responsible respondent and revisions to proposals: After the opening of the proposals, discussions may be conducted with one or more respondents determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of the proposal. In conducting discussions, there will be no disclosure of the identity of competing respondents or of any information derived from proposals submitted by competing respondents.

G. Award: Award will be made to the responsible respondent whose proposal is determined, in writing, to be the most advantageous to the school district, taking into consideration price and evaluation factors set forth in the request for proposals. No other factors or criteria will be used in the evaluation. The contract file will contain the basis on which the award is made.

SECTION III: CONTRACTING FOR DESIGNATED PROFESSIONAL SERVICES

A. Authority: For the purpose of procuring the services of professionals, such as but not limited to accountants, engineers, architects, medical professionals as defined by the laws of New Hampshire, this section will govern.

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B. Selection procedure:

1. **Conditions for use:** Except as provided in Section IV-A, Sole-Source Procurement, or Section IV-B, Emergency Procurement, the professional services designated in Subsection A of this section will be procured in accordance with this subsection.
2. **Request for Qualifications (RFQ):** Persons engaged in providing the designated types of professional services will submit written statements of qualifications in accordance with Subsection B (3) below. Request for qualifications (RFQ's) will be publicly noticed or, when determined by the Superintendent to be in the best interest of the district, issued to a list of responsible offerors pre-qualified by the district.
3. **Public announcement of RFQ and form of Request for Proposal (RFP):** The RFQ will describe the services required and list the types of information and data required of each offeror and state the relative importance of particular qualifications. When used as part of the procurement process, public notice will be made no less than ten (10) calendar days prior to the school district receiving the statement of qualifications. All responses to the RFQ will detail the qualifications of the submitter to perform the work outlined in the RFQ. Once the RFQ responses have been evaluated by the school district, a short list of not more than six of the qualified respondents will be asked to submit full proposals in compliance with the project's RFP. The RFP will identify evaluation criteria to be evaluated, such as: project approach/methodology, time-line, innovative opportunities and such other criteria as the school district deems appropriate.
4. **Discussions:** The school district may, after the RFP submission deadline, conduct discussions with any or all offerors who have submitted a proposal in order to make sure each proposal is fully understood.
5. **Award:** Award will be made to the offeror determined in writing by the school district to be the best qualified based on the evaluation factors set forth in the RFP. If compensation cannot be agreed upon with the best qualified offeror, then negotiations will be formally terminated without prejudice with the selected offeror. If proposals were submitted by more than one offeror, negotiations may then be conducted with such other offeror or offerors in the order of their respective qualification ranking, and the contract may be awarded to the offeror with whom the school district can negotiate compensation that it feels is fair and reasonable relative to the service to be provided.

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SECTION IV: MINOR PURCHASES

A. General: Any single purchase, not exceeding four thousand nine hundred ninety-nine dollars (\$4,999), will be made in accordance with the minor purchase procedures authorized in this section. Contract and/or purchase requirements will not be artificially divided so as to constitute a small purchase under this section.

B. Purchases to nine hundred ninety-nine dollars (\$999): The school district is authorized to purchase materials, goods and services in an amount not to exceed nine hundred ninety-nine dollars (\$999), without following the provisions of other applicable sections of the document, provided, however, that the district seeks the best possible cost to the school district for the materials, goods or services. The purchasing limitation of this paragraph will not be circumvented by issuing multiple purchase orders.

C. Purchases from one thousand dollars (\$1,000) to four thousand nine hundred ninety-nine dollars (\$4,999): The school district is authorized to purchase materials, goods and services in an amount not to exceed four thousand nine hundred ninety-nine dollars (\$4,999), provided that written documentation is maintained to ensure competition and to properly account for the funds expended. Written documentation will include, but not be limited to, written information concerning the source of the purchase (vendor) and amount and at least two (2) other written quotations from a viable vendor for the same materials, goods or services. The purchasing limitation of this paragraph will not be circumvented by issuing multiple purchase orders.

D. Purchases over five thousand dollars (\$5,000): Every contract or purchase of material, goods or services in an amount of five thousand dollars (\$5,000), or more will be governed by Section I: Competitive Sealed Bidding, Section II: Competitive Sealed Proposals, or Section III: Contracting for Designated Professional Services, except those purchase permitted according to Section V: Sole-Source and Emergency Procurement.

SECTION V: SOLE-SOURCE AND EMERGENCY PROCUREMENT

A. A contract may be awarded without competition when the Superintendent determines that there is only one (1) source for the required supply, service or construction item. Negotiations will be conducted, as appropriate, as to price, delivery and terms. A record of sole-source procurement will be maintained as a public record and shall list contractor's name, the amount and type of each contract, a listing of the item(s) procured under each contract and the identification number of each contract file.

B. Notwithstanding any other provisions of this policy, the Superintendent may make or

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authorize others to make emergency procurement of supplies, services or construction items when there exists a threat to public health, welfare or safety, provided that such emergency procurement will be made with such competition as is practicable under the circumstances.

C. A written determination made by the Superintendent will determine the basis for the emergency and will be included in the contract file. As soon as practicable, but no longer than ten (10) days following the emergency, a record of each emergency procurement will be made and will set forth the contractor's name, the amount and type of the contract, a listing of the item's procured under the contract and the identification number of the contract file.

SECTION VI: CANCELLATION OF INVITATIONS FOR BIDS OR REQUESTS FOR PROPOSALS

A. An invitation for bids, a request for proposals or other solicitation may be canceled or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation when it is for good cause and in the best interests of the school district. The reasons therefore will be made part of the contract file.

B. Each solicitation issued by the school district will state that the solicitation may be canceled and that any bid or proposal may be rejected in whole or in part for good cause when in the best interests of the school district. Notice of cancellation will be sent to all parties solicited. The notice will identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation for any future procurement of similar times. Reasons for rejection will be provided upon request by unsuccessful bidders or offerors.

SECTION VII: RESPONSIBILITY OF BIDDERS

A. Determination of non-responsibility: If a bidder who otherwise would have been awarded a contract is found non-responsible, a written determination of non-responsibility, setting forth the basis of the finding, will be prepared by the school district. The unreasonable failure of a bidder to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsiveness with respect to such bidder. A copy of the determination will be sent promptly to the non-responsible bidder. The final determination will be made part of the contract file and be made a public record.

B. Right of nondisclosure: Proprietary information furnished by a bidder or offeror pursuant to this section will be disclosed by the school district outside of the office of the

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Superintendent without prior written consent by the bidder or offeror. Each bidder will be required, as a part of their bid, to clearly identify those items or information that are to be considered as proprietary for the purposes of this section.

SECTION VIII: COST OR PRICING DATA

A. Required submissions relating to the award of contracts: A prospective contractor will submit cost or pricing data when the contract is expected to exceed twenty-five thousand dollars (\$25,000), and is to be awarded by Section II: Competitive Sealed Proposals, or by Section V: Sole-Source Procurement authority.

B. Exception: The submission cost or pricing data relating to the award of a contract is not required when:

1. The contract price is based on adequate price competition;
2. The contract price is based on established catalog prices or market prices;
3. The contract price is set by law or regulation; or
4. It is determined, in writing, by the Business Administrator that the requirements of this section may be waived and the determination states the reasons for such waiver.

C. Required submissions relating to change orders or contract modifications: A contractor will submit cost or pricing data prior to the pricing of any change order or contract modification, including adjustments to any contract awarded by competitive sealed bidding, whether or not cost or pricing data was required in connection with the initial pricing of the contract, when the change or modification involves aggregate increases or aggregate decreases in cost plus applicable profits that are expected to exceed twenty-five thousand dollars (\$25,000).

D. Exceptions: The submission of cost or pricing data relating to the pricing of a change order or contract modification is not required when:

1. Unrelated and separately priced adjustments for which cost or pricing data would not be required are consolidated for administrative convenience; or
2. It is determined in writing by the Business Administrator that the requirements of this section may be waived and the determination states the reasons for such waiver.

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E. Certification required: A contractor, actual or prospective, required to submit cost or pricing data in accordance with this section, will provide a written certification that, to the best of his/her knowledge and belief, the cost or pricing data submitted was accurate, complete and current as of a mutually specified date prior to the award of the contract or the pricing of the change order or contract modification.

F. Price adjustment provision required: Any contract award, change order or contract modification under which the submission and certification of cost or pricing data is required will contain a provision stating that the price to the school district, including profit or fee, will be adjusted to exclude any significant sums by which the school district finds that such price was increased because the contractor-furnished cost or pricing data was inaccurate, incomplete or not current as of the date agreed upon between the school district and the contractor.

SECTION IX: COST OR PRICE ANALYSIS

Should the Superintendent deem it necessary, a cost or price analysis may be conducted prior to award of the contract other than one awarded under competitive sealed bidding. Should one be so ordered, a written record of such cost analysis or price analysis will be made a part of the contract file.

SECTION X: BID AND PERFORMANCE BONDS ON SUPPLY OR SERVICE CONTRACTS

A. General authority: Subject to the limitations of this section, any type of contract which is appropriate to the procurement and which will promote the best interests of the school district may be used.

B. Multi-term contracts:

- 1. Specified period:** Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interests of the school district, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods will be subject to the availability and appropriation of funds therefore.

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2. **Determination prior to use:** Prior to the utilization of a multi-term contract, it will be determined in writing:
 - (a) That estimated requirements cover the period of the contract and are reasonably firm and continuing; and which is appropriate to the procurement; and
 - (b) That such a contract will serve the best interests of the school district by encouraging effective competition or otherwise promoting economics in school district procurement.

3. **Cancellation due to unavailability of funds in succeeding fiscal periods:**
When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract will be cancelled, and the contractor will be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract. The cost of cancellation may be paid from any appropriations available for such purposes.

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