

## Purchasing Procedures

The Business Manager shall be responsible for supervising the purchase or contracting of all supplies and contractual services in accordance with purchasing procedures prescribed herein.

**Competitive Bids.** All supplies and contractual services except as otherwise provided herein, when the estimated cost shall exceed five thousand dollars (\$5,000), shall be purchased by competitive bids.

**Preparation.** Preparation of the invitation for bids shall describe the requirements of the school department clearly, accurately and completely, but avoid requirements which might unduly limit the number of bidders.

**Notices.** The Business Manager shall place a block advertisement in a local newspaper or general circulation in Lewiston and/or other newspapers or publications when project dollar amount exceeds \$10,000. Efforts will be made to utilize private announcement methods, e.g., Dodge & Dunlap reports.

**Bid Guarantees.** A 5% bid guarantee will be required on all construction projects when the estimated value of work to be done exceeds \$20,000 or required by either Federal or State regulations. Surety of the unsuccessful bidders shall be returned by the Business Manager after the bid has been awarded. A successful bidder shall forfeit any surety required by the Auburn School Department upon failure on their part to enter into a contract within ten (10) working days after the notice of award.

**Execution of Agreement. Performance and Payment Bond (if required).** Performance bond and labor and material payment bond, preferably executed on standard A1A bond form, number A-311, in an amount equal to the total contract price, of a surety company satisfactory to the Auburn School Department, may be required of the successful bidder to ensure completion of the work and the proper fulfillment of the conditions of the contract, e.g., when it is anticipated that progress payment requisitions will be issued by contractor.

**Bid Opening Procedure.** Bids shall be submitted sealed, to the attention of the Business Manager and shall be identified as bids on the envelope. Openings shall be in public at the time and place stated in the public notices. A record of all bids shall be kept in the central office, and such record shall be open to public inspection during regular business hours.

**Awards of Contract--Rejection of Bids.** The contract will be awarded to the lowest responsible bidder (see below) complying with the conditions of the invitation to bid, provided such bid is reasonable, and that it is in the best interest of the Auburn School Department to accept. The Auburn School Department reserves the right to reject any and all bids and to waive any informality or technicality in bids received whenever such rejection or waiver is in its best interests. The bidder to whom the award is made will be notified at the earliest possible date.

**Lowest Responsible Bidder.** Contracts shall be awarded to the lowest responsible bidder whose proposal clearly addresses these criteria. In determining lowest responsible bidder, the following shall be considered and price shall be the last weighted factor.

- A. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- B. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- C. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- D. The quality of performance of previous contracts or services;
- E. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
- F. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;

- G. The quality, availability and adaptability of the supplies, or contractual services to the particular use required;
- H. The ability of the bidder to provide maintenance and service for the items being bid;
- I. The number and the scope of conditions attached to the bid;
- J. Evaluation of experience and financial statement;
- K. When applicable, life cycle cost analysis and validation of best interest to award; and
- L. Standing Conditions and Instructions to Bidders is adhered to.

**Award to Other Than Low Bidder.** When the award is not given to the lowest bidder, a statement of the reasons for placing the order elsewhere shall be prepared and filed with the papers relating to the transaction.

**Emergencies.** The superintendent and/or designee may authorize immediate negotiated purchases of supplies or services necessary to protect the best interests of the school department in carrying out its mission: for example, boiler replacement during heating season, asbestos abatement during school. The School Committee members would be contacted as soon as practically possible.

**Competitive Bids Impractical.** When the purchase of services is necessary for which it is impractical or impossible to obtain competition because of the specialized or professional nature of these services, their purchase shall be effected by the Business Manager, with the approval of the superintendent: for example, purchases of computers from Apple Computer, Inc., or maintenance contracts on software from supporting manufacturer.

“Waivers of Competition” may be authorized by the superintendent or Business Manager when the services or items:

- A. Must meet compatibility requirements with existing equipment owned by the school department; and
- B. Are a specialized product or service is unique or single source.

**Negotiation Procedures and Policies.** Negotiated procurements shall be on a competitive basis to the maximum practical extent. Whenever supplies or services are procured by negotiation, price quotation or other evidence of reasonable prices and other vital matters deemed necessary by the Business Manager shall be solicited from a minimum of three qualified sources of supplies or services consistent with the nature of and requirements for the supplies or services to be purchased.

**Purchases--Not to Exceed \$2,000.** When the Business Manager considers prices to be fair and reasonable and the total amount of a purchase does not exceed \$2,000, procedures and documentation will be simplified to the maximum degree possible, in accordance with the established requisition and purchase order requirement.

**Purchases--\$2,000 to \$10,000.** Negotiated purchases exceeding \$2,000 but not exceeding \$10,000 in total cost will be supported by a record of price quotation from three competitive sources or adequate explanations justifying the absence of such competition. Said quotation may be obtained in writing, verbally, or by such other means as may be prescribed by the Business Manager and such justification shall be attached to the purchase order.

**Purchases--Greater than \$10,000.** Purchases greater than \$10,000 shall be communicated to the School Committee.

## SPECIAL PROFESSIONAL SERVICES

**Architect, Engineer and Consultant Services--Policy and Procedures.** It is the policy to publicly announce all requirements for such services and to award contracts on the basis of demonstrated competence and qualifications of the type of professional services required, the technical merits of offers and the price for which services are to be rendered.

- A. **Fees.** The preferred method of establishing a professional services fee shall be that of a firm fixed fee, but fees submitted as percentage of the project cost will be considered.

- B. Selection. The Business Manager shall request firms engaged in the certified practice of their profession to submit a statement of qualifications and performance data. A selection committee shall conduct discussions with preferably no less than three firms regarding anticipated concepts and the relative utility of alternative methods of approach for furnishing the required services, taking into account the following criteria: their location, reputation, competency, experienced financial standings, size, personnel available, quality of references, work load and any other factor relevant for decision making, and then shall select therefrom, in order of preference, the firms deemed to be adequately qualified to provide the services required. If, for some sound, specific and documented reason or reasons, the committee decides that only one firm is adequately qualified, the Business Manager will negotiate a fair and reasonable price.
- C. Insurance and Bonds. All firms selected as being adequately qualified must provide evidence of insurance covering their entire scope of operation for any "error or omissions" resulting from their endeavors. The amounts of such insurance coverage shall be commensurate with the magnitude of the project under consideration and shall be established by the Business Manager.

#### Professional Liability and Errors/Omissions

-Each occurrence \$1,000,000

Additional insurance requirements are outlined in the "Standing Conditions and Instructions to Bidders."

Should timely performance be a matter of importance to the Auburn School Department, the firm selected may be requested to furnish an acceptable performance bond equal to firm's contract amount and/or a reasonable "liquidated damages" penalty and/or such other form of surety as may be mutually agreed upon to ensure adherence to a mutually agreed upon time schedule.

- D. Award. After the selection committee has selected and rated those firms adequately qualified for a specific project, the Business Manager shall negotiate a contract with the highest rated firm at a compensation which they determine to be fair and reasonable to the school department. In making this decision, they shall take into account the estimated value of the services to be rendered, the scope, complexity, professional nature, and use of criteria in section B. above as rating guidelines.
- E. Small Project. In those instances wherein the fee does not exceed \$10,000, the procedures for selection may be simplified by the Business Manager, after consultation with the superintendent, selecting and rating the three adequately qualified firms with whom he/she may negotiate a fair and reasonable fee, for example: interior lighting, carpet replacement or window replacement.
- F. Disqualification of Bidders. The Business Manager shall have the authority to disqualify bidders who default on their bids, quotations, contracts or purchase orders from receiving further awards from the school department for two consecutive contract years. The Business Manager will notify the bidder, in writing, of such disqualification and, the bidder shall have the right to appeal to the School Committee.

#### GENERAL TERMS

Requisition. Purchases involving the immediate encumbrance of funds shall be made only on a written purchase order.

Revisory Power in Business Manager. The Business Manager shall examine each purchase order and shall have the authority to revise it following consultation with end-user.

Appropriation Required. No purchase of supplies or services not provided for in the annual appropriation resolve shall be made without the written approval of the superintendent and the submission of a budget transfer requisition form.

Unauthorized Purchases. Employees may not purchase any supplies or services other than through the Business Manager and/or in accordance with these policies.

#### MISCELLANEOUS PROVISIONS

Gifts and Gratuities. The Business Manager and every employee of the school department are expressly prohibited from accepting from any person, firm, corporation or organization, any rebate or gift that would directly affect the purchase of goods or services, except where given for the use or benefit of the school department, for example: School Photo Award, school calendars, library books, etc.

Cooperative Purchasing. The Business Manager shall have the authority to join other units of government, Federal, State, County, municipal and municipal subdivisions, including quasi-municipal agencies or other institutions or agencies in cooperative purchasing plans when the best interests of the school department would be served thereby and such action is in accordance with and pursuant to law.

Municipal Capital Improvement Bond Purchases. The Business Manager shall implement the municipal capital improvement purchases in accordance with the current municipal bond disbursement procedures.

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Adopted: January 20, 1993

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