THE BID PROCESS AND EVALUATION

FEBRUARY 8, 2022

APPLICABLE LAW

- General Goods and Services – Code of Alabama 1975, Title 16, Chapter 13B
- Public Works – Code of Alabama 1975, Title 39, Chapters 1-8
  - Also Title 34, Chapter 8 applies to contractors bidding on Public Works over $50K

DEVELOP SPECIFICATIONS

- Objectives
  - Provide best value for taxpayer's dollars
  - Compliance with legal statutes
  - Purchase of appropriate products and services at best pricing
  - Provide fair competition for all vendors
  - Provide service to all internal users

SPECIFICATION TYPES

- Types of Specifications
  - Qualified Products List – Normal Bid for Goods and Services
    - Specifications for each item and a product that meets that spec (or an approved equivalent)
  - Design Specs – Normally for Public Works
    - Professional Architect/Engineer Drawings and Specifications
  - Performance Specs (RFP)
    - What product must do or what end result will be produced

SPECIFICATIONS

- Item Specifications
  - Specific information that clearly states the level of quality and performance
- Statement of Work (SOW) and/or Services
  - Performance based – you tell the vendor what to do, what is needed as far as an outcome, etc.

WHO'S INVOLVED IN SPECIFICATIONS

- Who should be involved?
  - Knowledgeable Users
  - Vendors?
  - Professionals
  - Finance
  - Other Agencies
  - Purchasing
  - Legal?

SPECIFICATIONS

- Specification Q & A
  - Clear
    - What to do, how to perform, timing, etc.
    - Fair to allow appropriate competition
    - Provide sufficient detail to communicate what is expected
    - All aspects included? (insurance, warranty, delivery, installation, cleanup)
    - Allow for significant level of evaluation

SPECIFICATIONS

- Insurance
  - Workman's Comp
  - Vehicle/Equipment
  - General Liability
  - Bonds Required?
  - Amounts Sufficient for Level Needed?

SPECIFICATIONS

- Freight
  - Freight on Board (FOB) Destination
    - Seller arranges, pays and insures
  - FOB Destination Freight Collect
    - Buyer pays freight but seller owns
  - FOB Origin
    - Buyer accepts ownership at origin

      (Not recommended unless employee picking up)

SPECIFICATIONS

- Installation
  - Pre-bid Conference
    - Mandatory or optional
  - Must Comply with Statues
    - Federal, State and Local
  - Utility Hookups
    - Power, water, drainage, protection

SPECIFICATIONS

- Warranty
  - Duration
    - Months, Years, Extended
  - Start Date
    - At installation or delivery
  - What's Covered
    - Full body or limited, installation
  - Extended Options Available
    - What is covered and at what cost?

INVITATIONS

- Query database/files for the type vendor needed
- Search by other means (i.e., internet, trade publications, etc.)
- Third party service providers
- Can be emailed – (get confirmation of received and keep)

BID OPENINGS

- Have all bids addressed to person responsible for bid process
- Received, date and time stamped by another person
- Hold opening in area large enough to accommodate staff and visitors
- Keep the bid opening orderly and professional

BID OPENING

- Always have a witness such as a recording clerk/ user department staff member
- Be prepared and familiar with the bid (tools, recording sheets, addendums)
- Take full charge of the bid opening. Ask if there are any more bids and state that no more will be accepted

BID OPENING

- Review submissions for compliance with requirements of the bid (bid bonds, addendum acknowledgement, license requirements)
- If not in compliance reject the bid and do not record.
- Purchasing can prepare the Board agenda but should have a recommendation from user departement

BID OPENING

- Allow public to view submitals one at a time. Purchasing should maintain control of all submittals at all times.
- Do not make an announcement at the bid opening whom the winning bid is (you may state who the apparent low bid is but let it be known that there will be further review and formal recommendation from staff)

EVALUATION

- Include Submission Form that each vendor **MUST** use to submit pricing for each item
- If estimated quantity is used will an extension of price X estimated quantity be used in evaluation
- Make sure you are comparing apples with apples

EVALUATION

- Things to be aware of during evaluation process:
  - Container quantity – Ounces, lbs., number per case
  - Horsepower, amperage output, grade of metal
  - Warranty provided for how long and what's covered
  - Installation included?
  - If you don't understand what is submitted ask for clarification in writing and document in file

EVALUATION

- If vendor is bidding item other than the one specified – make them include specs for comparison
- Have knowledgeable staff review and make a recommendation to purchasing for the award
- Review staff recommendation to make sure it is correct, fair and justified
- Question any thing that you not comfortable with

BALDWIN COUNTY BOARD OF EDUCATION

2600 A North Hand Avenue
Bay Minette, AL 36507

BALDWIN COUNTY PUBLIC SCHOOLS
Building Excellence

INVITATION TO BID

Submit to: Baldwin County Board of Education Business Operations and Purchasing 2600-A North Hand Avenue Bay Minette, AL 36507	**Bid Number:** **Bid Title:** **Bid Due Date and Time:**

Purchasing Assistance

Purchasing Contact: C. Thomas Waters, Business Manager, Business Operations and Purchasing, 2600 A North Hand Avenue, Bay Minette, AL 36507; 251/580-1913 or 580-2513

Vendors who do not wish to respond to a bid are not required to do so; however, vendors not responding and/or submitting a "no bid" response to three consecutive invitations to bid for the requested commodity may be removed from bidder's list.

VENDOR INFORMATION

Company Submitting Bid:	
Complete Mailing Address:	
Telephone No.	Fax No.
WebSite:	Email:
Tax ID:	

MINORITY BUSINESS ENTERPRISE TYPE:_____
(M1) Black American Male (M2) Hispanic American (M3) Asian American (M4) Native American
(M5) Native Hawaiian (M6) Woman Owned (M7) Other Minority

Certificate of Independent Price Determination

In all respects, I certify this bid is made without prior understanding, agreement, or connection with any other company or person and I have independently determined prices that are fair and without collusion or fraud. I agree to abide by all conditions of this invitation to bid (ITB), and certify I am authorized to sign this ITB for the company submitting it.

Officer's Authorized Signature	**Print Officer's Name and Title**

To be responsive, signature of officer authorized to bind the company submitting this bid is required.

GENERAL CONDITIONS

Bidder: To ensure responsiveness and acceptance of bid, please follow these instructions. (The use of the words: bidder, proposer, vendor, contractor, and supplier for the context of this solicitation all have the same meaning for the company/firm submitting a bid or a request for proposal.)

1. **Bid Opening:** Sealed bids must be received in the Purchasing Office by the bid opening time and date specified in this invitation to bid unless changed by addendum. The time clock in the Purchasing Office shall determine the time of receipt. All bids delivered after the specified time will not be considered and will be returned to the bidder. E-mail, fax, or telephone bids will not be acceptable. If multiple bids are scheduled to be opened, bids will be opened sequentially by bid number. At the bid opening, no discussion will be entered into with any vendor as to the quality or provisions of the specifications, and no award will be made either stated or implied.
2. **Preparation of Bid:** Bid shall contain a manual signature of an authorized representative in the space provided. Label the return envelope with submittal address as indicated in this bid package. In addition, include the date and time of the bid opening and the bid number. All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and correction printed in ink or typewritten adjacent, and must be initialed in ink by person authorized to sign the bid.
3. **Submittal of Bid:** ***The entire invitation to bid documents should be completed and returned as requested.*** Modifications and corrections received after the closing time specified will not be considered. Failure to examine any drawings, specifications, and instructions will be at the bidder's risk.
4. **Prices and Delivery:** Firm prices shall be quoted, typed, or printed in ink, to include all packing, handling, shipping, and delivery charges FOB Baldwin County Board of Education, Baldwin County, Alabama. Unless otherwise specified, bid prices are assumed firm for a minimum period of 120 days after the date of the opening. The board reserves the right to make award to next lowest responsible bidder if prices are not firm. The bid will show the number of days to place a commodity in the board's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedule may become a factor in the award. The board has the right to extend delivery if reasons appear valid.
5. **Installation:** Where installation is required, the successful bidder shall be responsible for placing and installing the product in the required location(s). Authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. The successful bidder shall protect the site from damage and shall repair damages or injury caused during installation by the vendor, its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the vendor shall promptly restore the structure or site to its original condition. The successful bidder shall perform installation work so as to cause the least inconvenience and interference with the board and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.
6. **Taxes and Trade Discounts:** Prices quoted shall be delivered prices, exclusive of all federal or state excise, sales, and manufacturer's taxes. The Baldwin County Board of Education is tax exempt by law, Code of Alabama, Title 40, Sec. 23, Sub. Sec. 2. Trade discounts should be deducted from the unit price and net price should be show on bid.
7. **Acceptance and Rejection:** Inspection and testing, if any, and acceptance will be at the destination unless otherwise provided, but all materials and workmanship shall be subject to inspection and test at all times and places, and where practicable. Title to risk or loss or damage to all items shall be the responsibility of the supplier until acceptance by the board unless loss or damage results from negligence by the board. During manufacture, the right is reserved to reject articles that contain defective material and workmanship. Rejected material shall be removed by and at the expense of the bidder promptly after notification of rejection. Final inspection and acceptance or rejection of material or supplies shall be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the board thereof for such materials or supplies as not in accordance with the specifications. In the event necessity requires the use of materials or supplies not conforming to the specification, payment may be made with a proper reduction in price.
8. **Brand Name References:** Unless specified "no substitute," any catalog brand name or manufacturer's reference used in the ITB is descriptive only, not restrictive, and used to indicate the type and quality desired. If bidding on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete description of the product offered. The board reserves the right to determine whether a substitute offered is equivalent to and meets the

standards of the item specified, and the board may require the bidder to supply additional descriptive material, samples, or demonstrations. The bidder guaranties that the product offered will meet or exceed the referenced product and or specifications identified in this ITB. If the bidder takes no exception to the specifications, bidder will be required to furnish the product exactly as specified in the solicitation.

9. **Samples:** Samples or demonstrators, when requested, must be furnished free of expense to the board. Samples not destroyed during reasonable examination will become the property of the board unless bidder states otherwise. All demonstrators will be returned after reasonable examination. Each sample should be marked with the bidder's name and address, bid number, and item number.

10. **Interpretation:** Any questions concerning specifications and conditions shall be directed to the Purchasing Office in writing no later than ten (10) business days prior to the bid opening. Inquiries must reference the bid number and date of bid opening.

11. **Disputes:** In case of any doubt or differences of opinion as to the items to be furnished under a contract resulting from this bid, the decision of the business manager shall be final and binding on both parties.

12. **Evaluation Criteria:** Primary factors used to decide the award hereunder will be price, quality, availability, and responsiveness. Other factors that may be used in the evaluation of this bid will be (1) administrative costs incurred by the board in association with the discharge of any subsequent award; (2) alternative payment terms; (3) bidder's past performance; (4) other factors as may be specified in the bid. The board reserves the right to evaluate by lot, by partial lot, or by item, and to accept or reject any bid in its entirety or in part, and to waive minor irregularities if the bid is otherwise valid. In the event of a price extension error, the unit price will be accepted as correct. The board may consider in conjunction to any award hereunder, those products, services, and prices available through contracts from the state or federal government agencies.

13. **Acceptance of Bid/Award:** The board reserves the right to accept or reject all or any part of a bid or any and all bids, to waive any informality, general condition, special condition, or minor specification deviation when considered to be in its best interest, and to award the bid that best serves the interest of the board. Such action by the board to be at its sole discretion. Documents contained herein are considered part of the binding contract. It is understood and agreed that the board shall have 120 days for bid acceptance.

14. **Default:** Backorders default in promised delivery or failure to meet specifications, authorize the board to cancel this contract to the defaulting bidder. The bidder must give written notice to the board of the reason and the expected delivery date.

15. **Cancellation:** Either party may cancel any contract or item award for cause by giving 30 days written notice of intent to cancel. Cause for the board to cancel shall include, but not be limited to, cost exceeding current market prices for comparable purchases; request for increase in prices during the contract period; or failure to perform to contract conditions. The bidder will be required to honor all purchase orders that were prepared and dated prior to the date of expiration or cancellation if received by the bidder within a period of 30 days following the date of expiration or cancellation. Cancellation by the board does not relieve the bidder of any liability arising out of a default or nonperformance. If a contract is canceled due to a request for an increase in price(s) or failure to perform, that vendor shall be removed from the Bidders List, but this does not relieve that vendor from liability for a period of 24 months. Cause for the vendor to cancel shall include, but is not limited to, the item(s) being discontinued and unavailable from the manufacturer.

16. **Addenda:** An addendum may be issued as an addition or supplement or clarification to the bid document. Only written addenda are part of the bid packet and should be considered.

17. **Alternate Bids:** Unless specifically requested, alternate bids will not be considered. An alternate is considered a bid that does not comply with the minimum provisions requested by the bid.

18. **Insurance and Indemnification:** The bidder agrees to indemnify and save harmless the board, its officers, agents, and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the bidder, its agents, employees, or representatives, or arise from any bidder furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the board. The bidder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the board. The bidder will, at the request of the board, supply certificates evidencing such coverage.

19. **Risk of Loss:** The bidder assumes the following risks: (1) all risks of loss or damage to all goods, work in process, materials, and equipment until the delivery thereof as herein provided; (2) all risks of loss or damage to third persons and their property until delivery of all goods as herein provided; (3) all risks of loss or damage to any property received by the bidder or held by the bidder or its suppliers for the account of the board, until such property has been delivered to the board; (4) all risks of loss or damage to any of the goods or part thereof rejected by the board,

from the time of shipment thereof to bidder until redelivery thereof to the board.

20. **Debris Removal:** All debris must be removed after installation and/or performance of service of said equipment and/or service.
21. **Non-Discrimination:** The board provides equal opportunity for all businesses and does not discriminate against any vendor regardless of race, color, creed, sex, national origin, or disability in consideration for an award.
22. **Assignment:** Assignment of any rights or obligations under award or any portion of this bid is not allowed without the express written consent of the board.
23. **Warranty:** The bidder expressly warrants that all articles, material, and work offered shall conform to each and every specification, drawing, sample, or other description which is furnished to or adopted by the board, and that it will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. The bidder further warrants all items for a period of one year, unless otherwise stated, from the date of acceptance of the items delivered and installed or work completed. All repairs, replacements, or adjustments during the warranty period shall be at the bidder's sole expense.
24. **Hazardous and Toxic Substances:** Bidder must comply with all applicable federal, state, county, and city laws, ordinances and regulations relating to hazardous and toxic substances, including such laws, ordinances, and regulations pertaining to information about hazardous and toxic substances, and as amended from time to time. Bidder shall provide the board with a "Material Safety Data Sheet" if required.
25. **Patents:** Bidder guarantees that the sale and/or use of goods will not infringe upon any U.S. or foreign patent. Bidder will at his/her own expense, indemnify, protect, and save harmless, the board and its employees on any claims arising out of the purchase of goods or services.
26. **Payment:** Board personnel may choose to use VISA® Purchasing Card and e-payable process (PAVA) for invoice payment for purchases from this solicitation. Unless exception to this condition is noted on the bid response form, the bidder, by submitting a bid, agrees to accept VISA® Purchasing Card and e-payable process (PAVA) as an acceptable form of payment and may not add additional service fees or handling charges to purchases/payments associated with these payment methods. Refusal to accept this condition may cause the bid to be declared non-responsive.
27. **Annual Appropriation:** The board's performance and obligation to pay under this contract are contingent upon an annual appropriation.
28. **Domestic Products:** In public works projects, the contractor agrees to use in the execution of the contract materials, supplies, and products manufactured, mined, processed, or otherwise produced in the United States or its territories, if the same are available at reasonable and competitive prices and are not contrary to any sole source specification.
29. **Certification Pursuant to Act No. 2006-557:** Alabama law (Section 41-4-116) Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting a bid, the bidder is hereby certifying that the bidder is in full compliance with Act 2006-557, not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges the awarding authority may declare the contract void if the certification is false.

Any and all general information, special terms and conditions, or scope of work, etc., attached hereto which vary from these general conditions shall have precedence.

GENERAL INFORMATION

Background: In 1799, the community of Tensaw opened the first public school in Alabama in Baldwin County. The Baldwin County Board of Education continues this focus of community centered education. The schools in Baldwin County are located in seven areas identified as "feeder patterns," which include all schools whose students will attend a common high school. There are approximately 31,000 students in the system. Visit the system website at www.bcbe.org.

Tentative Timeline:

Date	Item, Location, and Time
	ITB Advertised and Released (distributed)
	Deadline for Questions and Approval for Equivalent Submissions
	Bids Due *Deliver to Business Operations and Purchasing, 2600 North Hand Avenue, Bay Minette, AL 36507, on or before a.m., local time, _____, 20____; the formal opening will follow in the Board Room located in the Thorp Building, 2600 North Hand Avenue, Bay Minette, AL 36507.* *Note Summer Hours: Monday-Thursday, 7 a.m. - 5:30 p.m., closed on Fridays, June 2-August 8, 2014.* ***Please boldly indicate the bid number on the outside of the sealed bid envelope to assist the board with internal identification.***
	Recommendation Submitted for Board Approval
	Award Notification

Insurance: The awarded contractor shall furnish a current Certificate of Insurance to the Business Manager prior to contract award/commencement of the work as well as a copy of his/her general liability policy rider/endorsement that ensures the board will be provided 30 days written notice if the policy lapses for any reason. This certificate must include the bid number and be effective for the term of the contract and any extension thereof. All insurance companies named on the certificate shall be licensed to do business in the State of Alabama and have a minimum A.M. Best rating of A-. The board's required insurance coverage's and minimum limits of liability are as shown:

Commercial General Liability* Coverage - Occurrence Form Required	$500,000 Each Occurrence $1,000,000 General Aggregate
Automobile Liability	$500,000 Combined Single Limit Each Accident
Workers Compensation and Employers Liability	Workers Compensation as required by the State of Alabama

*Coverage shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability coverage any resultant contract, agreement or purchase order, or lease, broad form property damage, and property damage. Coverage shall also include personal injury.

The Baldwin County Board of Education shall be named as an additional insured for the commercial general liability coverage.

QUESTIONS

- Tom Waters - 251-580-1913
- TWaters@bcbe.org