

BIDS

The district shall purchase equipment, supplies and services on a competitive bidding basis when required by law or whenever it is in the best interest of CUSD. Care shall be taken to observe all statutory requirements for bidding and bidding procedures. In addition, the district shall solicit formal proposals whenever it appears to be in the best interest of the district to do so. For purchases made using procedures other than formal bid requirements, local vendors shall be given preference when quality and price are competitive. Time of delivery and other factors that directly affect district costs and continued operation shall be considered.

The Purchasing Department shall seek bids from those sources able to offer the best prices, consistent with quality, quantity, delivery and service.

To ensure that good value is received for funds expended, specifications shall be carefully spelled out by a qualified CUSD representative and shall describe in detail the quality, delivery and service required. Bid instructions and specifications should be clear and complete, setting forth all necessary conditions conducive to competitive bidding, and not be so written so as to exclude otherwise qualified bidders.

To assist the district in determining whether bidders are responsible, the Board may require prequalification procedures as allowed by law.

(cf. 9270 - Conflict of Interest)

Opening Bids

The Superintendent or designee shall open advertised bids at the prescribed time and place, and copies of bids shall be made available if requested. Original bids shall not be removed from the purchasing office. Advertised bids received after the time set for opening must, by law, be returned unopened to the bidder.

Awarding Bids

Bid awards shall be made to the lowest responsible bidder meeting all specifications that reasonably and fairly include as many qualified bidders as possible.

When bids are equal, preference shall be given to firms located within the district and to firms with whom the district has had satisfactory business relationships, in the order stated.

Protesting Bids

Before a protest on an award of a bid is brought to the attention of the Board, it shall be referred to the Director, Purchasing for investigation, and if the protest is not resolved, it may be referred to the Superintendent or designee for hearing by the Board.

Length of Contracts

Continuing contracts for work, services or apparatus or equipment may not exceed five years in length. Contracts for materials or supplies may not exceed three years.

Change Orders and Contracts Entered Into After Competitive Bidding.

The competitive bidding laws require districts to enter into contracts that are consistent with the notice given to bidders. The contract entered into must contain substantially the same terms and conditions as the terms and conditions specified in the bid documents.

Slight variations or incidental changes in the proposed form of the contract will not require rebidding. Major changes in the terms and conditions or the substitution of terms and conditions favorable to the low bidder which were not included in the bid documents or specifications are void. Changes in the contract amount, the date, time and place of performance, material and services delivered, the method of payment, and in the number or relations of parties have been deemed to constitute a substantial or material change in the contract.

Substantial changes from the bid documents are not allowed. Bids are irrevocable offers or options given to the district and a contract is complete and binding upon the parties when a valid bid is accepted. Therefore, additional or different contract terms, including retention, cannot be negotiated after a bid is awarded.

The District can change or alter a contract after a bid is awarded without further bidding under certain circumstances. The cost must be agreed upon in writing between the district and the contractor. It may not exceed the bid amounts applicable to the original contract or 10 percent of the original contract price.

A contract may be increased or decreased after the bid is awarded due to changes that might arise during the course of the contract. These changes are limited to the bid limits or to 10 percent of the original contract price whichever is greater. This allows some flexibility following the award of the bid, and ensures that substantial changes are not made which would constitute the making of a new contract. The change order provisions allow the district to negotiate changes to a contract provided the contract is not materially altered by the change order to such an extent that it would create a new project or contract which should be bid separately.

Purchases Through Other Public Agencies

The district may lease data processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, or other personal property without advertising for bids by utilizing another public agency's contract. However, these provisions do not authorize districts to "piggyback" on other public agency's service contracts.

The governing board must first determine that it is in the best interest of the district to enter into the contract, lease, requisition or purchase order. Upon receipt of the property, provided the property complies with the specifications set forth in the contract, lease, requisition or purchase

order, the district may draw a warrant in favor of the vendor for the amount of the approved invoice.

In order for districts to purchase through another public agency's contract, the district will review the awarding public agency's bid carefully and, in particular, the following items:

1. Verification of advertisement,
2. The specific terms and conditions of the bid including the clause which gave notice to potential bidders that other agencies may purchase/lease identical items at the same prices and upon the same terms and conditions,
3. The award of contract (copy of the agenda item explaining the award),
4. Verification that the awarding agency actually purchased/leased the personal property,
5. Extensions of the contract, if any.
6. That the awarded bid contract price is verified to the degree possible to be at or lower than what CUSD could have otherwise obtained.
7. That the bid price received by another public agency's contract has been determined not to be a conflict of interest on the part of CUSD or violate CUSD Board Policy 9270.

Legal Reference:

EDUCATION CODE

17596 Length of Contracts

39643 Purchases through Department of General Services

39802 Bids and contracts for services

39873 Purchase of perishable foodstuffs and seasonable commodities

40000 Purchase of supplies through county superintendent

40001 Purchases by district governing board

40002 Purchases of other than standard supplies

81641 Bid Openings

81644 Length of Contracts

GOVERNMENT CODE

4331-4334 Preference of California-made materials

PUBLIC CONTRACT CODE

3410 United States produce and processed foods

12161 Definitions

12168 Preference for purchase of recycled paper products

12169 Bidders to specify percentage of recycled paper product

12200 Definitions

12210 Purchase of recycled products preferred

12213 Specification by bidder of recycled content

20107 Bidder's security

20111 Contracts over \$15,000 for work and over the State maximum for materials or supplies; award to lowest responsible bidder

20111.5 Bidder questionnaire and financial statement; bid proposal form

20112 Advertisement for bids

20113 Emergencies; award of contract without bids or use of day labor or force account

20117 Identical bids

20118 Authorization of public corporation or agency to make leases or purchases

20118.1 Electronic data processing systems; bids

20118.3 Supplementary texts, library books, etc.; purchase without estimates or bids

20118.4 Change without securing bids

20129 Bidder's security; performance bond

20189 Bidder's security

Policy

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CAPISTRANO UNIFIED SCHOOL DISTRICT

San Juan Capistrano, California