

Bidding Procedures

All contractual services and purchases of supplies, materials and equipment in the amount of \$250,000 or more will be put to bid. This does not apply, however, to professional services or instructional services or materials. Other purchases may be made in the open market but will, when possible, be based on competitive quotations or prices.

Competitive selection

It is the intention of the Board to award contracts that appear, in its judgment, to be in the best interest of the school district, whether or not such contract awards result in the lowest possible expenditure to the district.

Pre-qualification

With regard to materials or services for which bids are required, the superintendent or designee will develop a procedure to pre-qualify bidders. Suppliers will be invited to have their names placed on mailing lists to receive information about pre-qualifying. When specifications are prepared, they will be mailed to all merchants and firms who have prequalified. Only pre-qualified bidders may submit bids.

Response receipt and opening

The submission and opening of formal bids will be in accordance with district bid granting procedures and will ensure vendor and public notification of all bid openings.

The Board reserves the right to reject any or all bids and to accept that bid which appears to be in the best interest of the district.

Awarding a bid

The bidder to whom an award is made may be required to submit to the district proof of liability insurance and when appropriate, proof of workers' compensation insurance, and may be required to enter into a written contract with the district. Any written contract must include a provision requiring a criminal background check for any person providing direct services to students under the contract, including but not limited to transportation, instruction, or food services as required by law. The contracting entity is responsible for any costs associated with the background check.

Requirements for written contract

Any contract must include a provision that states that any of the district's obligations for the construction and design of public works projects that are payable after the current fiscal year are contingent on money to pay the obligations being appropriated, budgeted, and otherwise made available to the district, subject to the requirements of C.R.S. 24-91-103.6.

Any written contract shall not include any of the below conditions or terms. If any of the below conditions are included in a written contract, that condition or term is considered null and void.

- Any requirement that the district hold harmless another person or entity;
- Any requirement that the district or contracting entity participate in binding arbitration or other extra-judicial process for dispute resolution;
- Any requirement that the district agree to limit liability of another person or entity for bodily injury, death, or property damage;
- Any waiver, alteration, or limitation of the application of the “Student Data Transparency and Security Act” or the “Colorado Privacy Act”;
- Any conflict with Colorado law or associated rules under state statute.

Adopted: July 30, 1985

Revised: October 25, 1988

Revised: October 26, 2011

Revised: May 29, 2013

Revised: April 26, 2017

Revised: June 9, 2020

Revised: November 18, 2020

Revised: May 3, 2023

LEGAL REFS.: C.R.S 22-1-135 (*terms and conditions in public school contract definitions*)
 C.R.S. 22-32-109 (1)(b) (*board required to adopt bidding procedures*)
 C.R.S. 22-32-109.7 (*board duties regarding the employment of personnel*)
 C.R.S. 22-32-122 (4) (*background check provision required in service contracts*)
 C.R.S. 24-18-201 (*public official’s interest in contract*)

CROSS REFS.: BCB, Board Member Conflict of Interest
 DJB, Federal Procurement

Fountain-Fort Carson School District #8, Fountain, Colorado