FLORETTA P. CARSON

VISUAL AND PERFORMING ARTS ACADEMY

Procurement Manual

October 1, 2024
Revised November 18, 2024

SECTION I – PURCHASING POLICY

Purchasing Policy

Purchasing may be defined as: the action, function, and responsibility of acquiring equipment, materials, supplies and services. In a narrow sense, purchasing simply describes the process of buying. In a broader sense it includes:

A. Determining the need for type, size, and quality of materials.
B. Selecting the supplies or services by determining the most fair and reasonable prices, including terms and conditions.
C. Preparing the contract or purchase order from requests submitted by local school personnel or from bid results.
D. Establishing time periods for bids to remain in effect in order to maximize cost efficiency and overall product availability.

Department heads shall work in cooperation with the CSFO to determine the applicable procedures for various purchases. Information and ideas must be exchanged to ensure the acquisition of the most suitable materials, and/or services at the best price available in the quantities necessary to maintain services. The goals are two-fold; to acquire through direct purchasing or sealed bidding the necessary equipment, supplies, material and services, at the best value possible and to assist the user with identifying potential goods or services that meet their requirements. These goals are achieved by effective communication at the beginning of the procurement process.

The Superintendent of Floretta P. Carson Visual and Performing Arts Academy is the overseer of all procurement purchases.

All purchases made with funds received from taxation or governmental appropriation ("Public Funds") shall be made in compliance with the Alabama Bid Law. In addition, all purchases shall be made in accordance with the Finance Manual and the Purchasing and Procurement Procedures. The Purchasing Department shall administer the letting, evaluation, and coordination of bids solicited by the Board. All bids shall be submitted in compliance with the terms of the applicable Request for Proposal and the Alabama Bid Law.

ALA. CODE §16-13B-1-11 (1975); Ala. Code § 39-2-1-14 (1975)

The procurement of materials, supplies, and services is an important function of the Floretta P. Carson Visual and Performing Arts Academy. Ultimately, the quality of services provided to our schools is dependent upon purchasing quality materials, supplies, and services. In making necessary purchases, it is vital that the Floretta P. Carson Visual and Performing Arts Academy obtain the greatest value for every dollar expended.

SECTION II – PURCHASING ETHICS

Control of and Amendments to the Purchasing Manual

The Floretta P. Carson Visual and Performing Arts Academy's Superintendent shall be responsible for the control, distribution, and maintenance of the Purchasing Manual. The CSFO shall be responsible for the revision of the Purchasing Manual. The manual shall be reviewed periodically, revised and approved by the Superintendent and the Board when necessary, in order to serve the purpose for which it was prepared.

Amendments shall be issued to all authorized manual holders, and it shall be their responsibility to keep their manual current. The manual shall be maintained on the school system website, www.fpcvpaa.com

Ethics in Purchasing

The Floretta P. Carson Visual and Performing Arts Academy has established a high standard of ethics for purchasing quality materials, supplies, and services. In an effort to maintain public confidence, the Superintendent, CSFO and all persons involved in the purchasing of quality materials, supplies, and services are required to avoid any activity, which may be perceived as arbitrary or suspicious. In addition, the Superintendent, CSFO and all persons involved in the purchasing quality materials, supplies, and services shall avoid engaging in any activity where a conflict of interest may exist and shall review and abide by the State of Alabama Ethics Law.

SECTION III – PURCHASING PROCEDURES AND POLICIES

Determination of Allowable Costs

Before instituting a financial transaction that will require the expenditure of federal funds the Federal Programs Coordinator/Supervisor and/or designee will determine that the proposed transaction meets the requirements for allowable costs for the federal program. Actions to determine allowable costs will assure that:

- The proposed expenditure is included in the federal program budget;
- The proposed expenditure is reasonable and necessary for the federal program;
- The proposed expenditure is consistent with procedures for financial transactions of the board including:
  - Purchase order approval procedures;
  - Contract review and approval procedures;
  - Applicable competitive purchasing procedures and
  - Documentation supports allowability of transaction.

SECTION IV – PROCUREMENT POLICY AND BIDDING PROCEDURES

Procurement Policy/Bidding Procedures

The Board will follow State laws for the procurement of property, goods and services. The primary state procurement laws for Alabama school boards are:

- Alabama Competitive Bid Laws **(Chapter 13B of Title 16, Code of Alabama 1975)**;
- Joint Information Technology Purchasing Agreement **(Chapter 13B of Title 16, Code of Alabama 1975)**; and
- Public Works Law **(Title 39, Code of Alabama 1975)**.

The Board will purchase locally provided products of equal quality that are readily available from local suppliers at prices equal to other non-local vendors whenever legally possible or otherwise permitted. Pursuant to state law, the Board, when purchasing personal property or contractual services, shall give preference to commodities produced in Alabama or sold by Alabama persons, firms or corporations.

The Board shall not be limited to making purchases within the local community or the State of Alabama when such local purchases do not meet the quality of competitive price of goods or services available from vendors outside the local community or State of Alabama.

Preference may be given a local vendor having a place of business in the county or municipality for the purchase of personal property, when a bid submitted by such resident bidder is no more than three percent greater than the bid of the lowest responsible bidder.

The Board shall stress purchasing procedures which are most conducive to securing the best possible quality of merchandise and/or services at lowest cost. Whenever possible and practical, cooperative purchasing among all schools shall be considered a reasonable means for achieving

high product efficiency at lowest possible cost.

No purchases shall be made which obligate the income of a subsequent school year. In addition, no purchases shall be made which encumber any District or local school fund or account beyond the available resources of that fund or account or cannot be paid off by the close of the school year without Board approval. Purchases shall not be made without approval of the Board, except as budget allocations have provided for them.

The Superintendent shall be responsible for establishing and maintaining efficient procedures for purchasing from the Central Office as well as the schools of the District. All requisitions for instructional materials within the schools shall require prior approval of the principal before any payment is to be made. In no case shall any payment be made by the board unless purchase orders have been properly issued, and where bids have been taken as required by law.
To the extent allowed by State laws, the Board will utilize State, local, regional, and national purchasing agreements where appropriate for the procurement or use of goods and services. All procurement transactions and decisions of the Board will:

- Avoid acquisition of unnecessary or duplicative goods and services;
- Use the most economical and efficient approach for acquisitions;
- Award acquisition contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement;
- Consider contractor integrity, compliance with public policy, record of past performance, and financial and technical resources prior to awarding procurement contracts;
- Maintain records sufficient to document the history of the procurement
- Conduct procurement transactions in a manner that provides full and open competition.

Procurement transactions for federal programs and child nutrition programs that are not subject to the State procurement laws but exceed the aggregate amount of the federal micro-purchase threshold, will be obtained by utilizing price or rate quotes from two or more qualified sources. State procurement laws include requirements that comply with the other Uniform Administrative Requirements for procurement of property, goods and services.

Procedures for Purchase Requisitions

1. Authorized personnel will submit to their Principal or Bookkeeper a purchase requisition form for materials that need to be purchased. It is the responsibility of the person completing the requisition to ensure that the requisition is filled out correctly, quantities are correct, prices and totals are correct, and vendor's email address is correct, as applicable.
2. It is the responsibility of the Principal/Supervisor or their designated representative to ensure that the requisitions are filled out correctly, items to be purchased are authorized, general ledger number is correct, funds are available for the purchase and the requestor receives feedback that the requisition has been approved or denied.
3. Any requisition that meets approval will be entered into the Harris/Nextgen purchase order module.
4. All requisitions will be electronically routed according to the fund source. All school requisitions must be approved and electronically signed by the principal. All Central Office requisitions will be electronically signed by the CSFO and Superintendent.

5. Any requisitions that fall under the Floretta P. Carson Visual and Performing Arts Academy's bid policies will be advertised and awarded through the established bidding procedures within the appropriate time frame.
6. Upon electronic approval by Superintendent or Principal, whichever is applicable, bookkeeper or CSFO will convert requisition to purchase order and then order the items/services.
7. Purchase Order Void Requests are handled by the Central Office A/P clerk or the CSFO.
8. Items when received are inventoried against the Purchase Order and signed as received.

Advertising for Bids

The State of Alabama Competitive Bid Laws Code of Alabama, 1975, Title 16, Education, Section 16-13B-1 through 16-13B-ll, requires that all purchases and/or contracts for labor, services, materials, equipment, and supplies for such amounts as set by the State of Alabama, shall, except as otherwise provided in the law, be let by free and open competitive bidding, on sealed bids, to the lowest responsible bidder. Competitive, sealed bids shall be requested by the Purchasing Department. The Floretta P. Carson Visual and Performing Arts Academy is authorized to use all State of Alabama bids, Cooperative Bids, GSA and Joint Purchasing Agreements when they are advantageous to the Board. The Procurement Director shall determine the number of days of advertising where latitude exists. The Floretta P. Carson Visual and Performing Arts Academy desires a minimum advertising period of ten (10) days when possible.

The Bidding Process

The Purchasing Department shall send out bid requests to all vendors identified on the Floretta P. Carson Visual and Performing Arts Academy bidder's mailing list and shall also post copies of all current bids on the school's website. The deadline for submitting a bid in response to a bid request shall be stated on the bid cover sheet.

Pre-Bid Conferences

Pre-Bid Conferences will be determined by the Procurement Director on an as needed basis.

Bid Opening

Vendors shall mail or hand deliver the bid in a sealed envelope including on the outside of the envelope the vendor's name and address, bid number, and date and time of the bid opening, which will correspond to the Invitation To Bid (ITB). Late bids will not be accepted under any circumstances. The bids will be opened at the hour stated on the ITB and properly recorded. A tabulation of the recorded bids will be performed and included in the Procurement evaluation. The Procurement Team will forward an award recommendation to the Superintendent prior to Board approval.

In the case of two "low" bids equal dollar amounts may be divided equally between bidders if both parties are in agreement. However, all bids shall be subject to review by the Floretta P. Carson Visual and Performing Arts Academy concerning such criteria as life cycle costs, warranties, or any other criteria, which may aid in determining the low bid.

Contractor License Requirements

Code of Alabama 34-8-8 requires a contractor to include his current license number on his bids if the contract amount exceeds $50,000. The owner, architect, and/or engineer shall reject all bids that do not contain a current license number of the general contractor submitting the bid. All invitations to contractors for bids will include a request for this information.

Rejection of "Low" Bid
The Floretta P. Carson Visual and Performing Arts Academy reserves the right to reject any and all bids, in whole or in part, if it determines such action is in the best interest of the school system. When an award is not given to the low bidder, a full and complete statement of the reasons for awarding the contract to a vendor other than the low bidder.

Bid Bond Procedures
Except for Public Works projects, a Bid Bond requirement will be at the discretion of the Procurement Director or his/her designee. The following guidelines shall govern a Bid Bond when required: The awarding authority may require bidders to furnish a bid bond for a particular bid solicitation if the bonding requirement applies to all bidders, is included in the written bid specifications, and if bonding is available for the services, equipment, or materials (Section 41-16-50(c), Act No. 2008-379). The Procurement Director will act as the awarding authority.

When required in the Invitation To Bid, bidders shall be responsible for the submission of a Bid Bond. If such a bond is required, the bidder will submit an original bid bond or certified/official check from a bank or credit union for five percent (5%) of the total contract amount. Upon awarding of the bid, the Purchasing Department shall return all bid bonds and checks but shall retain the bond or check submitted by the awarded vendor until execution of contract by either a contract signature or issuance of a purchase order towards the contract.

Procedures for Non-Responsive Bidders
A vendor may be taken off the bid list upon failure to respond to three (3) consecutive bids. At that time, the vendor may request in writing to be placed back on the bid list. If the vendor fails the second time to respond to three consecutive bids, he will be removed from the vendor list until such time as the vendor requests in writing to appear before the Floretta P. Carson Visual and Performing Arts Academy to properly explain the reasons for his non-responsiveness to bid invitations.

Conflict of Interest Policy
Generally, a conflict of interest exists when a board member, board employee, or agent of the board participates in a matter that is likely to have a direct effect on his or her personal and financial interests. A financial interest may include, but is not limited to, stock ownership, partnership, trustee relationship, employment, potential employment, or a business relationship with an applicant, vendor, or entity. A board member, board employee, or agent of the board may not participate in his or her official capacity in a matter that is likely to have direct and predictable effects on his or her financial interests.

A board member, board employee, or agent of the board will abide by the Federal and state laws and regulations that address conflict of interest standards. In general, the Federal rules provide that:

> *No employee, officer or agent of the board shall participate in selection, or in the award or administration of a contract supported by Federal funds if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs, or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from the firm considered for a contract.*

The board's officers, employees, or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts.

The board's conflict of interest policies include adherence to the Alabama Ethics Law, which defines conflict of interest as:

A conflict on the part of a public official or public employee between his or her private interests and the official responsibilities inherent in an office of public trust. A conflict of interest involves any action, inaction, or decision by a public official or public employee in the discharge of his or her official duties which would materially affect his or her financial interest or those of his or her family members or any business with which the person is associated in a manner different from the manner it affects the other members of the class to which he or she belongs.

A board member, board employee, or agent of the board may not review applications, proposals, or participate in the evaluation or selection process where his or her participation in the review process would create the appearance that he or she is: (a) giving preferential treatment; (b) losing independence and impartiality; (c) making decisions outside official and appropriate channels; or (d) harming the public's confidence in the integrity of the board.

Situations and circumstances presenting an actual conflict of interest or the appearance of a conflict of interest should be brought to the immediate attention of the superintendent. A board employee, board member, or agent of the board who has knowledge of a possible conflict of interest should identify the conflict and notify the superintendent. The superintendent will document his or her actions related to the reported conflict of interest. Resolution can consist of disqualification, recusal, waiver, or other appropriate measures. Appropriate measures may include reporting a conflict of interest to the State Ethics Commission, the Alabama State Board of Education, or the appropriate federal agency.

U. S. Department of Education and U. S. Department of Agriculture Part 200 Requirements

SECTION V – VENDOR INSURANCE REQUIREMENTS

The vendor shall be required to carry insurance of the following types and amounts (exceptions are noted) in addition to any other forms of insurance or bonds required under the terms of the bid specifications or by any other local, state and federal regulatory requirements. The vendor shall procure and maintain prior to contract award and for the duration of the agreement or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this agreement by the vendor, his agents, representatives, employees or sub-contractors.

A. Minimum Scope of Insurance

a. General Liability

Insurance will be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after approval from the Procurement Director.

b. Automobile Liability

Business Automobile Liability providing coverage for all vehicles used in performance of awarded contract. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms.

c. Worker's Compensation Insurance

Statutory protection against bodily injury, sickness, disease or death sustained by an employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations.

d. Employers Liability Insurance

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

B. Limits of Insurance

a. General Liability

Commercial General Liability on an "occurrence form" for bodily injury and property damage:

$2,000,000	General Aggregate Limit
$1,000,000	Products - Completed Operations Aggregate
$1,000,000	Personal & Advertising Injury
$1,000,000	Each Occurrence
$1,000,000	Fire Damage (When Applicable)

b. Automobile Liability

$1,000,000 Combined Single Limit per accident for bodily injury and property damage

c. **Worker's Compensation Insurance**
As Required by the State of Alabama Statute

d. **Employers Liability Insurance**
$100,000 Bodily Injury by Accident or Disease
$500,000 Policy Limit by Disease

C. Other Insurance Provisions

The Procurement Director or designated representative is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the Floretta P. Carson Visual and Performing Arts Academy's best interest. If the insurance requirements are not adjusted by the Procurement Director or designated representative prior to the Floretta P. Carson Visual and Performing Arts Academy's release of bid specifications or subsequent addendum(s), then the limits stated herein shall apply.

a. **General Liability and Automobile Liability Coverage Only**

i. The vendor's insurance coverage shall be primary insurance as respects the Floretta P. Carson Visual and Performing Arts Academy, its officers, employees, agents, and specified volunteers, as their interests may appear. Any insurance or self-insurance maintained by the Floretta P. Carson Visual and Performing Arts Academy, its officers, officials, employees, agents or specified volunteers shall be excess of the vendor's insurance and shall not contribute to it.

ii. The vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's liability.

b. **All Coverages**

i. Vendors are responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Floretta P. Carson Visual and Performing Arts Academy. Cancellation of coverage for non-payment of premium will require ten (10) days' written notice to the Floretta P. Carson Visual and Performing Arts Academy.

ii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Floretta P. Carson Visual and Performing Arts Academy, its officers, employees, agents or specified volunteers.

D. Acceptance of Insurers

Insurance is to be placed with insurers with an A.M. Best's rating of no less than B+V.

E. Verification of Coverage

The Floretta P. Carson Visual and Performing Arts Academy shall be indicated as a Certificate Holder and the vendor shall furnish the Floretta P. Carson Visual and

Performing Arts Academy with Certificates of Insurance reflecting the coverage required by this document. The A.M. Best Rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be received and approved before contract is awarded. The Floretta P. Carson Visual and Performing Arts Academy reserves the right to require complete, certified copies of all required insurance policies at any time.

F. Sub-Contractors Working for the Vendor

The vendor shall include all sub-contractors as insurers under its policies or shall furnish separate certificates and/or endorsements for each sub- contractor. Sub-contractors who are not covered under General Contractor's insurance policies shall be required to meet all insurance requirements identified in the ITB.

G. Hold Harmless Agreement

The vendor, to the fullest extent permitted by law, shall indemnify and hold harmless the Floretta P. Carson Visual and Performing Arts Academy, its elected and appointed officials, employees, agents and specified volunteers against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of this contract, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, and (2) is caused by any negligent act or omission of the vendor, or any of their sub-contractors, sub-consultants, or anyone directly or indirectly employed by any of them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

SECTION VI – COMPETITIVE BID LAW PRICE QUOTES

When the amount of a purchase does not meet the threshold to require formal bidding as specified by the State Competitive Bid Laws, price quotes may be necessary to ensure the school system is receiving the best price for the purchase.

At any time, a purchase is anticipated, regardless of the price, the requestor shall search for the lowest price available. The requestor shall provide a minimum of three (3) price quotes from store visits or three catalog comparisons for purchases between $25,000.00 and $40,000.00. Quotes will contain, at a minimum, the vendor's name, vendor point of contact, date and time quote was received, description/specifications of each item/service, unit cost, quantity, and name of Floretta P. Carson Visual and Performing Arts Academy employee receiving quote. Quotes should be attached to the purchase requisition form when forwarded to the Purchasing Department. If a third quote/proposal cannot be obtained from a vendor, state on the quote sheet that an attempt was made. Requests for quotes for products or services with anticipated prices over $40,000.00 will be handled by the Purchasing Department through formal bidding as outlined by the State Competitive Bid Laws.
Care should be given when asking for quotes to ensure that each vendor is given the same specifications and the quotes received are for equivalent products. When developing specifications, they should reflect the requirements for use of the product, and again all vendors quoting should receive the same specifications. Developing frivolous specifications devised to assure that only one vendor can meet those specifications, or to request additional specified options from different vendors could be deemed unethical and in violation of the State Bid Laws and this method of operation does not guarantee that the school system will receive the best value for the money.

At no time shall purchases be broken up with the intent of avoiding the formal bid process. This practice is specifically mentioned as a violation of the Alabama Competitive Bid Law.

SECTION VII – CONFLICT OF INTEREST POLICY

Generally, a conflict of interest exists when a Floretta P. Carson Visual and Performing Arts Academy member, Board employee, or agent of the Board participates in a matter that is likely to have a direct effect on his or her personal and financial interests. A financial interest may include, but is not limited to, stock ownership, partnership, trustee relationship, employment, potential employment, or a business relationship with an applicant, vendor, or entity. A Board member, Board employee, or agent of the Board may not participate in his or her official capacity in a matter that is likely to have direct and predictable effects on his or her financial interests.

A Board member, Board employee, or agent of the Board will abide by the Federal and state laws and regulations that address conflict of interest standards. In general, the Federal rules provide that:

> *No employee, officer, or agent of the Board shall participate in selection, or in the award or administration of a contract supported by Federal funds if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs, or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from the firm considered for a contract. The Board's officers, employees, or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subcontractors.*

The Board's conflict of interest policies include adherence to the Alabama Ethics Law, which defines conflict of interest as:

> *A conflict on the part of a public official or public employee between his or her private interests and the official responsibilities inherent in an office of public trust. A conflict of interest involves any action, inaction, or decision by a public official or public employee in the discharge of his or her official duties which would materially affect his or her financial interest or those of his or her family members or any business with which the person is associated in a manner different from the manner it affects the other members of the class to which he or she belongs.*

A Board member, Board employee, or agent of the Board may not review applications, proposals, or participate in the evaluation or selection process where his or her participation in the renew process would create the appearance that he or she is: (a) giving preferential treatment; (b) losing independence and impartiality; (c) making decision outside official and appropriate channels; or (d) harming the public's confidence in the integrity of the Board.

Situations and circumstances presenting an actual conflict of interest or the appearance of a conflict of interest should be brought to the immediate attention of the Superintendent. A Board employee, Board member, or agent of the Board who has knowledge of a possible conflict of interest should identify the conflict and notify the Superintendent. The Superintendent will document his or her actions related to the reported conflict of interest. Resolution can consist of disqualification, recusal, waiver, or other appropriate measures. Appropriate measures may include reporting a conflict of interest to the State Ethics Commission, the Alabama State Board of Education, or the appropriate federal agency.

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