

General Terms & Conditions

The General Conditions which follow apply to and are a part of this Invitation to Bid unless otherwise specified herein. Subject to State and County laws and all rules, regulations and limitations imposed by legislation of the Federal Government, responses on all advertisements and invitations issued by the Hickman Mills C-1 Schools Purchasing Department will bind Respondents to applicable conditions and requirements herein set forth unless otherwise specified in the Invitation to Bid. Respondents or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a response to a bid; failure to do so will be at the Respondent's own risk and he cannot secure relief on the plea of error.

Definitions as used herein:

- a. The term "Invitation to Bid" means a solicitation of a formal, sealed bid.
- b. The term "respondent" means the person, firm or corporation who submits a formal sealed bid
- c. The term "District" means Hickman Mills C-1 School District
- d. The term "School Board" means the governing body of the Hickman Mills C-1 School District

1. Withdrawal of Response to Bid: A written request for the withdrawal of a bid or any part thereof may be granted if the request is received in the Office of the Purchasing Analyst prior to the response deadline.

2. Late Proposals: Proposals will NOT be accepted after the date and time of closing under any circumstances

3. Completeness: All information required by the Invitation to Bid must be supplied to constitute a proper bid. Respondents shall not alter the Invitation to Bid documents except upon instruction by receipt of addendum. Respondents shall furnish information required by the invitation in the form requested. The School District reserves the right to reject bids with incomplete information or which are presented in a form other than that requested in this Invitation to Bid. Bids must be submitted in "hard copy" form. Bids submitted electronically, on computer diskettes, or by FAX will not be considered by the School District.

4. Bids Binding For 90 Days: Unless otherwise specified all bids submitted shall be binding for ninety (90) calendar days following the response deadline, unless the Respondent(s), upon request of the Purchasing Analyst, agrees to an extension.

5. Exceptions: Conditional or qualified bids are subject to rejection in whole or in part. All exceptions to the specifications of this Invitation to Bid must be made in writing and attached as Exhibit C to the bid when it is submitted by the Respondent. The School District will consider minor exceptions to its specifications. A minor exception is one which is a matter of form, not substance. The minor exception is considered immaterial and inconsequential when its significance to price, quantity, quality, or delivery is trivial or negligible when contrasted with total scope of the Invitation to Bid (ex: comparable manufacturer or alternate bids where allowed by the Invitation to Bid). The School District will not consider exceptions to its General Conditions, Forms or Insurance Requirements. The School District reserves the right in its sole discretion to accept or reject any exceptions included in Exhibit C. Exceptions made in any other manner or form whether by omission or by inclusion in any other manner other than as specifically entered and described in full on Exhibit B shall not be made a part of the resulting contract. Exceptions which are made by the Respondent and entered on Exhibit B and determined to be acceptable to the School District shall be made a part of the resulting contract by inclusion as a provision of a mutually executed Amendment to the contract. Exceptions which are not made a part of said Amendment shall not be included in the contract nor be binding upon the School District and the specifications of the Invitation to Bid shall prevail.

6. Questions Regarding Specifications: Any information relative to interpretation of specifications shall be requested of the Purchasing Analyst, in writing, in ample time before the response deadline. All questions must be received in the Office of the Purchasing Department. Any interpretation made to prospective respondents will be expressed in the form of an addendum to the Invitation to Bid which, if issued, will be posted no later than three (3) business days before the response deadlines. Addendums to this Invitation to Bid will be posted on PlanetBids. Oral answers will not be binding on the School District. Each respondent shall ascertain prior to submitting his bid that he has received all Addenda issued, and shall acknowledge the receipt of such on each Addenda issued. Failure to adhere to this policy may cause your bid to be REJECTED.

7. Multiple Bids: No Respondent will be allowed to offer more than one bid on each item requested even though he may feel that he has two or more types or styles that will meet specifications. IF SAID RESPONDENT SHOULD SUBMIT MORE THAN ONE BID ON ANY ITEM REQUESTED, ALL BIDS FOR THAT ITEM MAY BE REJECTED AT THE DISCRETION OF THE PURCHASING ANALYST.

8. The School District reserves the right to split the award of the bid, reject any or parts of bids, to waive technical defects in bids, consider administrative costs and to select the bid(s) deemed most advantageous to the School District. The School District shall consider bids submitted on an "all or nothing" basis only if the bid is clearly designated as such by the Respondent, affixing the words "ALL OR NOTHING" on the quotation portion of the Invitation to Bid.

9. Applicable State Law: The contract shall be construed according to the laws of the State of Missouri. The Contractor must be registered and maintain good standing with the Secretary of State, of the State of Missouri and other regulatory agencies as may be required by law or regulation.

10. Bankruptcy or Insolvency: Upon filing for any bankruptcy or insolvency proceedings by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify Hickman Mills School District Purchasing Analyst immediately in writing. Upon learning of the actions herein identified, Hickman Mills reserves the right at its sole discretion to either affirm the contract, or, cancel the contract and hold the Contractor responsible for damages.

11. Patents: Contractor agrees to defend, indemnify, protect, and save harmless, Hickman Mills C-1 School District, against all claims for royalties for patents or suit for infringement thereon which may be involved in the manufacture or use of the materials or items to be furnished.

12. Material Standards: All material or equipment furnished shall meet the minimum requirements of the Occupational Safety & Health Standard (OSHA) published in the Federal Register.

13. Insurance and Indemnification: The Successful Contractor shall defend, indemnify, and hold harmless Hickman Mills C-1 Schools and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorney's fees, arising out of or resulting from any acts or omissions in connection with the operations or work included or undertaken in the performance of this contract, caused in whole or in part by Contractor, its employees, agents, or subcontractors, or caused by others for whom Contractor is liable. Contractor's obligations under this section with respect to indemnification for acts or omissions of shall be limited to the coverage and limits of insurance that Contractor is required to procure and maintain under this Contract. Insurance shall be procured and maintained by Contractor as described in Exhibit A of this Invitation to Bid. Contractor shall file Certificates of Insurance with Hickman Mills Purchasing Department in the form described in Exhibit A within the time limit also described in the Exhibit.

14. The School District is not responsible for articles or services furnished without a Purchase Order.

15. Inspection and Acceptance: Inspection and acceptance will be at destination. Prior to the time of delivery and acceptance by the School District, or after any rejection, risk or loss shall be the responsibility of the Contractor unless loss results from negligence of the School District.

16. Equal Opportunity: The Contractor shall maintain policies of employment as follows:

a) The Contractor and the Contractor's Subcontractor(s) shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, disability, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

b) The Contractor and the Contractor's Subcontractor(s) shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race religion, color, sex or national origin.

17. Foreign Corporations: Firms submitting bids as corporations which are not incorporated in the State of Missouri must include with their bid a copy of a properly executed **Certificate of Registration for Foreign Corporation** authorizing the firm to do business in the State of Missouri.

18. Material Safety Data Sheet (MSDS): It is mandatory for a manufacturer, supplier, or distributor to supply an MSDS, as required by 29CFR 1910.1200, with the first shipment of hazardous material. Also, at the time the content of an MSDS is revised the vendor is required to provide new information relevant to specific material.
19. Errors in Bids: Respondent shall be bound by its bid even though the bid is based on an erroneous calculation, and Respondent shall have no right to withdraw its bid after the Response Deadline on the basis of an error in calculation of its bid. Carelessness in quoting prices, or in preparation of bid, will not relieve the Respondent in case of errors. Erasures or changes in bids must be initialed.
20. Omission in Bids: Omission in the bid of any provision herein prescribed shall not be construed as to relieve the contractor of any responsibility or obligation requisite to the complete and satisfactory operation of any and all equipment and services. Any exception to the bid must be in writing and not by omission.
21. No lowest/highest Respondent shall receive business expectancy merely because his bid is the lowest/highest one received; until the contract has been awarded, no business expectancy exists.
22. Conflict of Interest: Respondent warrants that no officer or employee of the School District, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract.
22. Termination: Subject to the provisions below, any contract derived from this Invitation to Bid may be terminated by either party upon thirty (30) days advance written notice to the other party.
- (a) Termination for Convenience: In the event that the contract is terminated or cancelled upon request and for the convenience of the District, without the required thirty (30) days advance written notice, then the District shall negotiate reasonable termination costs, if applicable.
 - (b) Termination for Cause: Termination by the District for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause. The District shall be the sole judge of non-performance.
 - (c) Fund Allocation: Continuance of any resulting agreement, contract or issuance of purchase orders after June 30 of the current calendar year is contingent upon the allocation of School District funds for the next proceeding calendar year.
23. This contract shall be construed according to the laws of the State of Missouri, including Missouri Revised Statute Chapter 610.111.1, which requires that all records of Hickman Mills C-1 School District will be open to the public, unless subject to statutory exception, as Hickman Mills C-1 School District is a public governmental body. Pursuant to Missouri Revised Statute Chapter 610.021(12), sealed bids and related documents, once the bid documents have been opened, along with any related documents, are considered public records subject to disclosure upon request. Missouri Revised Statute Chapter 610.021(12) also requires, upon request, disclosure of any negotiated contract and documents related to such contract once the contract has been executed or until all bids have been rejected.
24. Affidavit Requirement: As a condition for the award of a contract to provide the district goods and/or services in excess of \$5,000, the Contracted must submit a sworn affidavit and documentation affirming enrollment in E-Verify and stating that the provide does not knowingly employ any person who is not authorized to work in the United States. [RSMO 285.530]
25. MBE/WBE Participation: The School District encourages the participation and utilization of minority and women owned entities. The MBE/WBE Intended Utilization Form, Exhibit B, must be signed and returned with the submission of the Invitation to Bid.
26. If awarded a Contract as a result of this bid; you must have a hard copy of a purchase order issued by the Hickman Mills C-1 School District Purchasing Department **BEFORE** providing any goods and/or services. Failure to adhere to this policy will result in the immediate termination of said contract.
27. All prices are to be FOB Destination to the delivery point; all shipping, packing and drayage charges are the responsibility of the bidder. COD shipments will not be accepted.
28. Invoices: Invoices shall be prepared and submitted in duplicate unless otherwise specified. Invoices shall contain the following information: Contract number (if any), Purchase order number, Item Number, contract description of supplies or services, sizes,

quantities, unit prices and extended total. Invoices for and inquiries regarding payment should be addressed to Accounts Payable in the Finance Department.

29. Tax Exempt: Hickman Mills C-1 is exempt from payment of the Missouri Sales Tax in accordance with Section 39 (10), Article 3, of the Missouri Constitution and is exempt from payment of Federal Excise Taxes in accordance with Title 26, United States Code annotated.

30. Payment Terms: All orders must be complete prior to payment being released. Accounts payable must receive invoices(s) as well as signed receipt of goods documentation from the designation receiving the goods by the first working day of the month for the invoice to be processed in that month's board bills. The Board of Education meets every third Thursday of the month. All bills are submitted for approval and then released for payment the following business day. There are NO partial payments on invoices unless mutually agreed upon prior to the issuance of the purchase order and/or contract. Any agreement pertaining to partial payment must be signed and dated by each participating party prior to the performance of the purchase order and/or contract.

31. Force Majeure: Neither party shall be liable for delays, or defaults in the performance of this agreement due to acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental action of any kind or any other causes of a similar character beyond its control without its fault or negligence.