

1.0 TERMS AND CONDITIONS

- 1.1) RESERVATIONS: The Board of Education reserves the right to cancel this Invitation For Bid at any time and for any reason. The Board also reserves the right to reject any or all offers, to accept any item or items in an offer, and to waive any informality or immaterial defect in offers. Failure to adhere to any of these terms and conditions may result in the rejection of the offending bid.
- 1.2) QUANTITIES: The Board reserves the right to increase or decrease the quantity of any bid item. Every effort has been made to provide an accurate estimate of desired quantities or usage, but it is understood quantities are indefinite until time of order.
- 1.3) PRICING: Prices quoted must remain firm for a period of (45) days from Response Due date. Prices shall remain firm for the contract period. Prices quoted are to be the full delivered, set-up, and purchase price to the District including charges of every kind and nature, unless otherwise indicated.
- 1.4) TAXES: Seaman USD #345 is exempt from all federal and local taxes unless otherwise imposed by a governmental body and applicable to the items on the proposal. Reference K.S.A. 79-3606 (c) governing items purchased directly by a public or private elementary or secondary school or educational institution.
- 1.5) EQUIVALENT ITEMS: Whenever a material, article or piece of equipment is identified in the specifications by reference to a manufacturer's or vendor's name, trade name, catalogs or model number, etc., it is intended to establish a standard, unless otherwise specifically stated. Any material, article or equipment of other manufacturers or vendors shall perform to the standard of the item specified. Equivalent bids must be accompanied by sufficient descriptive literature and specifications to provide for detailed comparison. Samples or demonstrations, if required, will be furnished at no expense to the District.
- 1.6) ALTERNATES: Alternate offers on items comparable to the material, article or pieces of equipment listed in this Invitation For Bid are invited. Bidders should indicate clearly any deviation from the specifications of this solicitation. The District is under no obligation to consider or accept such offers.
- 1.7) DISCOUNTS: Cash discounts will **not** be considered in awarding a contract. Where cash discounts for prompt payment are offered, the discount period shall begin with the date of receipt of a correct invoice, or acceptance of final receipt of goods, whichever is later.
- 1.8) AWARD: Bids will be analyzed and the award made to the lowest responsible bidder whose offer conforms to the solicitation, and is considered the most advantageous to Seaman USD #345. Award may be made on an item-by-item basis, or based on group or total award. The District will issue a purchase order, contract, or both as its notification of award to the successful bidder.
- 1.9) NEW GOODS: Unless otherwise specified, all materials, supplies, articles or equipment offered by vendor must be new, unused and be the best of their respective kinds, free from defects in material or workmanship. Items will be subject to our inspection and approval. If a substitution is made at the time of delivery, it will be the decision of a Board of Education representative to determine if it is acceptable.
- 1.10) DELIVERY: Delivery of goods or materials to be F.O.B. stated location. All items must be properly packed and crated to insure delivery in good condition, and in accordance with any special instructions included in the Invitation For Bid or purchase order.
- 1.11) DEFAULT ON DELIVERY: If the supplier refuses or fails to make deliveries of the materials, supplies, articles or equipment as defined in this solicitation or on our purchase order, the Board of education may terminate the right of the supplier to proceed with the transaction. A vendor who defaults on delivery may be barred from bidding on any subsequent Solicitation for a period to be determined.

1.0 TERMS AND CONDITIONS CONTINUED

- 1.12) REJECTED ITEMS: Rejected items will be held at the seller's risk and expense. Seller shall not provide replacement unless agreed to by a Board of Education representative.
- 1.13) PAYMENT: The Board of Education normally approves payments of invoices on the second Monday of each month, claims received on or before the 25th of the preceding month will be paid immediately following Board approval. Payment of the seller's invoice is subject to adjustment for any shortage, or rejected items. Individual invoices must be issued for each shipment applying against a purchase order.
- 1.14) PATENT INFRINGEMENT: The supplier shall provide the standard patent infringement indemnity clause which shall hold and save the Board of Education and its officers, agents, servants, and employees, harmless from liability for use of any patented, or unpatented invention, process, article, or appliance manufactured, or used in the performance of the contract, including its use by the Board of Education.
- 1.15) INDUSTRY STANDARDS: Items must be furnished and performed in accordance with the best-established practice and standards recognized by the contracted industry and comply with all codes, regulations and governmental directives.
- 1.16) COMPETITION: The purpose of this solicitation is to seek competition. The vendor shall advise the Director of Purchasing Services if any specification, language or other requirement inadvertently restricts or limits bidding to a single source. Notification shall be in writing and must be received no later than five business days prior to the bid closing date. The Board reserves the right to waive minor deviations in the specifications if they do not hinder the intent of the solicitation.
- 1.17) CONTRACTS: Contracts entered into on the basis of submitted bids are revocable if contrary to law. All contractual agreements shall be subject to, governed by, and construed according to the laws of the **State of Kansas**. All of the documents included in this Invitation For Bid will be considered as part of any agreement entered into between Seaman USD #345 and the successful vendor.
- 1.18) TERMINATION DUE TO LACK OF FUNDING: If sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, Seaman USD #345, Shawnee County, Kansas, may terminate this agreement at the end of its current fiscal year. Seaman USD #345, agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided Seaman USD #345 under the contract. Seaman USD #345 will pay to the contractor all regular contractual payments incurred through the end of such fiscal year. Upon termination of the agreement by Seaman USD #345, title to any such equipment shall revert to contractor at the end of the Seaman USD #345 current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to Seaman USD #345 or the contractor.
- 1.19) SUBMITTALS: **Offers may be mailed or delivered to Business Department, Seaman USD 345, 901 NW Lyman Rd., Topeka, KS 66608. Refer to the cover page of this document for phone or fax numbers. Envelopes containing offers must be sealed and clearly marked on the lower left hand corner with the firm name and address, quote name, and response due date and time. Offers must be submitted on the enclosed Bid Sheet.**