

# Bid Instructions and General Provisions



**“Failure to comply with the following instructions may cause bid rejection”**

## 1. Administrative Authority:

The administration of this purchasing process is conducted by the Granite School District Purchasing Department. No Granite School District Board Member or employee should be contacted in regards to this solicitation other than those listed herein.

## 2. No Obligation Implied:

This Invitation to Bid implies no obligation on the part of Granite School District.

## 3. Granite School District Reservations:

The right is reserved to cancel this Invitation for Bid or to accept or reject any or all bids, and to waive any informality or technicality in any bid, in the interest of Granite School District. Unless specifically provided for elsewhere in this bid, multiple or alternate bids will not be accepted. The Board of Education reserves the right to purchase such brands as it desires, irrespective of price. The right is reserved, unless supplier countermands, to increase or decrease the quantity of any item(s) at the quoted price. Granite School District reserves the right to cancel any item(s) not delivered after the purchase order is issued. Granite School District reserves the right to select some or all of the items from any vendor unless an “all or nothing” statement is included in the bid. Granite School District does not guarantee to make any purchase from this bid. Estimated quantities are for quoting purposes only and are not to be interpreted as a guarantee to purchase any amount.

## 4. Failure to Bid:

Failure to respond may result in the removal of your firm from the vendor’s list for the commodity(s) listed, unless you advise the Purchasing Department prior to the bid due date that you desire to receive future invitations to bid on this commodity. Three consecutive no responses will result in removal.

## 5. Bid Preparation:

- A. Fill out this bid form completely filling in all blanks, either in ink or typewritten. All information provided must be legible.
- B. Errors may be crossed out and corrections made in ink or typewritten (no type overs) adjacent and must be initialed in ink by the person signing the bid.
- C. Any manufacturer’s name, trade names, brand names or catalog number(s) used in this specification are there for the purpose of establishing and describing general performance and quality levels. Such references are not intended to be restrictive, and bids are invited on these and comparable brands or products by any manufacturer. All items will be evaluated on an “**acceptable substitute**” basis unless stated otherwise.
- D. Price each item separately and extend, unless each item makes up a complete system or a lot price is requested. Unit price will govern if there is an error in the extension.
- E. Furnish descriptive literature for each item bid. If a substitute is offered make a full written explanation on the bid as to its brand name, model number, etc.
- F. Submit your bid on the documents furnished herein.
- G. All items bid must be F.O.B. destination. Do not bid on items you cannot supply promptly.
- H. Provide information on local availability of parts and service for

all items bid and service literature to allow for in-house maintenance and repairs.

## 6. Bid Submittal:

- A. The bid must be signed in ink, sealed in a properly addressed envelope, and either mailed or delivered to the Purchasing Department by the “*Due Date and Time*”. The bid number must appear on the outside of the envelope. Granite School District **Will Not** accept FAX bids.
- B. Bids, modifications, or corrections received after the closing time on the “*Due Date*” will be considered late and handled in accordance with the Granite School District Procurement Policy, Subpart 3-109.
- A. All Granite School District purchases are subject to the Utah Procurement Code. Title 63, Chapter 56 U.C.A. 1953, as amended and the Granite School District Procurement Policy as amended by the Board of Education on December 9, 1997

## 7. Warranties:

Describe any and all warranties on parts and labor for each item bid.

## 8. Conformance Warranty:

Bidder warrants the item(s) bid will conform to the description as bid, and applicable specifications, and shall be of good and merchantable quality for the known purpose for which it is sold.

## 9. Bid Evaluation:

Any item bid is subject to evaluation. Any item which fails to qualify for approval when evaluated shall not be accepted regardless of compliance to bid requirements. ***Bids will not be accepted from vendors who require assignment of payment to another agent.***

**Note: Granite School District will only pay the vendor named on the order. Granite School District will not deal with a factor or make payment to such.**

## 10. Award Contract:

- A. After evaluation, the contract will be awarded with reasonable promptness, by purchase order to the lowest responsible bidder that meets the specifications.
- B. The bids are opened publicly in the presence of one or more witnesses. The name of each bidder, and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. Refer to Granite School District Procurement Policy, Subpart 3-110

## 11. Antidiscrimination Act:

The bidder agrees to abide by the provisions of the Utah Antidiscrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin: and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex: 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap. This purchase may be canceled if the vendor fails to comply with the provisions of these laws and regulations. **Vendor must include this provision in every subcontract or purchase order relating to purchases by Granite School District to insure that subcontractors and vendors are bound by this provision.**