BID INSTRUCTIONS AND GENERAL PROVISIONS

"FAILURE TO COMPLY WITH THE FOLLOWING INSTRUCTIONS MAY CAUSE BID REJECTION"

1. **NO OBLIGATION IMPLIED:**
   This "Invitation to Bid" implies no obligation on the part of Nebo School District.

2. **NEBO SCHOOL DISTRICT RESERVATIONS:**
   The right is reserved to accept or reject any or all bids, and to waive any informality or technicality in any bid, in the interest of Neb School District. 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 bid price. Nebo School District reserves the right to cancel any item not delivered after the purchase order is issued. Nebo School District reserves the right to select some or all of the items from any vendor unless an "all or nothing" statement is made in the bid. Estimated quantities are for bidding purposes only and are not to be interpreted as a guarantee to purchase any amount.

3. **FAILURE TO BID:**
   Failure to respond may result in the removal of your firm from the bidder's list for the commodity(s) listed, unless you advise the Purchasing Department prior to bid due date that you desire to receive future invitations to bid on the commodity. Three (3) consecutive no responses will result in removal.

4. **BID PREPARATION:**
   A. Fill our 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 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 theses 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 if 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 repair.

5. **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.
   
   B. Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and will not be considered.
   
   C. All Nebo School District purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 U.C.A. 1953, as amended.

6. **WARRANTIES:**
   Describe any and all warranties on parts and labor for each item bid.

7. **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.

8. **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.

9. **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 (1) 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.

10. **ANTI-DISCRIMINATION ACT:**
    The bidder agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 35 Chapter 25, U.C.A. 1953, as amended and Title VI and Title VII of the Civil Rights Act of 1964 (US 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 Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap. This purchase may be canceled if the bidder fails to comply with the provisions of these laws and regulations. **Bidder must include this provision in every subcontract or purchase order relating to purchases by Nebo School District to insure that subcontractors and vendors are bound by this provision.**