

## **General Terms and Conditions**

**And**

### **Instructions to Bidders**

### **Request for Bid (RFB)**

#### ***A. General Terms and Conditions***

1. Purpose: The purpose of these specifications is to require the furnishing and delivery of the highest quality products and services in accordance with the specifications. These documents, and any subsequent addenda, constitute the complete set of specification requirements and bid response forms.
2. Governing Laws and Regulations: Any contract issued as a result of this RFB shall be construed to the laws of the State of Kansas. Additionally, the contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
3. Taxes: The contractor shall assume and pay all taxes and contributions including, but not limited to, State, Federal, and Municipal which are payable by virtue of the furnishing and delivery of the items specified. Materials and services supplied by the College are not subject to sales tax and may be waived for the accepted contractor.
4. Preference for Kansas Firms: In accordance with College policy, preference shall be given to Kansas products, materials, services, and firms when the goods or services to be provided are equally or better suited for the intended purpose and can be obtained without additional cost. Firms are considered “Kansas firms” if they maintain a regular place of business in the State of Kansas.
5. Equal Opportunity and Non-Discrimination: In connection with the furnishing of products and/or services under the contract, the contractor and all subcontractors shall agree not to

discriminate against any recipients of services, or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. The contractor shall comply with federal laws, rules, and regulations applicable to subcontractors of government contracts including those relating to equal employment of minorities, women, persons with disabilities and certain veterans. Contract clauses required by the United States Government are incorporated herein by reference.

6. **Applicable Laws and Regulations:** The College serves from time to time as a contractor for the United States Government. Accordingly the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to subcontractors of government contracts including those relating to equal employment opportunity and affirmative action in the employment of minorities (Executive Order 11246), women (Executive Order 11375), persons with disabilities (29 USC 706 and Executive Order 11758), and certain veterans (38 USC 4212 formerly (2012) contracting with business concerns with small disadvantaged business concerns (Publication L. 95-507). Contract clauses required by the Government in such circumstances are incorporated herein by reference.
7. **Insurance:** The Contractor shall purchase and maintain such insurance as will protect the Contractor and the College against any and all claims and demands arising from the execution of the project. Further, when stated in the Detailed Specifications and Special Conditions, the Contractor shall be required to procure and maintain the types and limits of insurance as specified.

## ***B. Instructions to Bidders***

1. **Request for Bid Document:** Bidders are expected to examine the RFB document and all attachments including drawings, specifications and instructions. Failure to do so is at bidders' risk. It is the bidders' responsibility to ask questions, request changes or clarifications, or otherwise advise the College if any language, specifications or requirements of an RFB appear to be ambiguous, contradictory, and/or arbitrary, or to inadvertently restrict or limit the requirements stated in the RFB to a single source.

Any communications from bidders regarding specifications, requirements, competitive bid process, etc., should be directed to the College Vice President of Administrative Services. It is the responsibility of the person or organization communicating the request to ensure that it is received. To guarantee a timely response, such communication should be received at least ten calendar days prior to the bid opening.

The RFB document and any attachments constitute the complete set of specifications and bid response forms. No verbal or written information that is obtained other than through this RFB or addenda shall be binding on the College. No employee of the College is authorized to interpret any portion of the RFB or give information as to the requirements of the RFB in addition to that contained in or amended to this written RFB document. In case of any doubt or difference of opinion as to the intent of the RFB, the decision of the College Vice President for Administrative Services shall be final and binding on all parties.

1. Preparation of Bids: All bids must be submitted on the bid form accompanying these specifications and must be enclosed in a sealed envelope plainly marked and addressed, mailed and/or delivered to Caesar Wood, Vice President for Administrative Services, 2221 Campus Drive, Concordia, KS 66901.

**Unless otherwise specifically stated in the RFB, all specification and requirements constitute minimum requirements. All bids must meet or exceed stated specifications and requirements. All pricing submitted in response to this RFB is firm and fixed.**

Whenever the name of a manufacturer, trade name, or model and catalog numbers followed by the words “or equal” or “approved equal” are used in the specifications it is for the purpose of item identification and to establish standards of quality, style and features. Bids on equivalent items of the same quality are invited. However, to receive consideration, such equivalent bids must be accompanied by sufficient descriptive bid literature and specifications to clearly identify the item and provide for competitive evaluation. The College will be the sole judge of equality and suitability. Whenever the name of a manufacturer is mentioned in the specifications and the words “or equal” do not follow, it shall be deemed that the words “or equal” follow unless the context specifies “no substitutions.” Unless noted on the bid form, it will be deemed that the article furnished is that designated by the specifications. The College reserves the right to return, at

contractor's expense, all items that are furnished which are not acceptable as equals to items specified and Contractor agrees to replace such items with satisfactory items as the original bid price.

Time will be of the essence for any orders placed as a result of the RFB. The College reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the bidder and accepted by the College. Unless otherwise specified in the Detailed Specifications and Special Conditions, all bids shall include packing, handling, and shipping charges FOB destination, freight prepaid and allowed.

1. Submission of Bids: Bidders shall furnish information required by the solicitation in the form requested. The College reserves the right to reject bids with incomplete information or which are presented on a different form. All bids shall be signed, in the appropriate location, by a duly authorized representative of the bidder's organization. Signature on the bid certifies that the bidder has read and fully understands all bid specifications, plans, and terms and conditions.

By submitting a bid, the bidder agrees to provide the specified products and/or services in the RFB, at the prices quoted, pursuant to all requirements and specifications contained therein. Furthermore, the bidder certifies that: 1) the bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association, or corporation; 2) the bidder has not directly nor indirectly induced or solicited any other bidder to submit a false or sham bid; 3) the bidder has not solicited nor induced any person, firm or corporation to refrain from responding; 4) the bidder has not sought by collusion or otherwise to obtain any advantage over any other bidder or over the College.

Modifications or erasures made before must be initialed in ink by the person signing the bid. Bids, once submitted, may be modified in writing prior to the exact date and time set for the bid closing. Any such modifications shall be prepared on company letterhead, signed by a duly authorized representative, and state the new document supersedes or modifies the prior bid. The modification must be submitted in a sealed envelope marked "Bid Modification" and clearly

identifying the RFB title, RFB number and closing time and date. Bids may not be modified after the bid closing time and date. Telephone, email, or facsimile modifications are not permitted.

Bids may be withdrawn in writing, on company letterhead, signed by a duly authorized representative and received at the designated location prior to the date and time set for bid closing. Bids may be withdrawn in person before the bid closing upon presentation of proper identification. Bids may not be withdrawn for a period of 60 days after the scheduled closing time for receipt of bids.

All bids, information, and material received by the College in connection with an RFB response shall be deemed open records pursuant to Kansas Open Records Act (KORA, KSA 45-215). If a bidder believes any of the information contained in the bidder's response is exempt from KORA, then the bidder's response must specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the College will treat all material as open records. The College shall make the final determination as to what materials are or are not exempt.

1. Evaluation and Award: Any clerical errors, apparent on its face, may be corrected by the Buyer before contract award. Upon discovering an apparent clerical error, the Buyer shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. The College reserves the right to request clarification of any portion of the bidder's response in order to verify the intent. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.

The College reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications for RFB and whose bid is considered to best serve the College's interest. In determining responsiveness and responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity, and skill of the bidder to perform as required; whether the bidder can perform promptly, or within the time specified without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the bidder; the quality of past performance by the bidder; the previous and existing compliance by the bidder with related laws and regulations; the sufficiency of the bidder's financial resources; the availability, quality, and adaptability of the bidder's equipment, supplies

and/or services to the required use; the ability of the bidder to provide future maintenance, service and parts.

The College reserves the right to accept or reject any or all bids and to waive any technicality or informality.

The contract to be awarded and any amount to be paid shall not be transferred, sublet or assigned without prior approval of the College.

1. **Warranty and Acceptance:** The Contractor expressly warrants that all equipment, supplies, and/or services shall: 1) conform to each and every specification, drawing, sample or other description which was furnished or adopted by the College, 2) be fit and sufficient for the purpose expressed in the RFB, 3) be merchantable, 4) be of good materials and workmanship, 5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the College's acceptance or of payment for such equipment, supplies and/or services.

No equipment, supplies and/or services received by the College pursuant to a contract shall be deemed accepted until the College has had a reasonable opportunity to inspect said equipment, supplies and or services. All equipment, supplies and/or services which do not comply with specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not perform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

6. **Payment:** Payment terms, unless otherwise stated in the RFB, will be considered to be net 30 days after the date of satisfaction delivery and acceptance by the College and upon receipt of correct invoice whichever occurs last. The College may withhold payment or make such deductions as may be necessary to protect the College from loss or damage on account of defective work, claims, and damages or to pay for repair or correction of equipment or supplies furnished hereunder.

7. Accounting Practices: The Contractor shall maintain all books of account, reports and records directly related to this project. The Contractor agrees to make available to the College, during normal business hours, all books of account, reports and records relating to this project for the duration of the project and retain them for a minimum of 1 year.