**TERMS & CONDITIONS OF THE INVITATION FOR BIDS**

1. Bidders are expected to examine the drawings, spec’s, schedule of delivery, and all instructions. Failure to do so will be at the bidder’s risk.
2. EACH BIDDER MUST SUPPLY THE SCHOOL DISTRICT WITH A LETTER STATING THAT THEY HAVE A **HACCP PROGRAM** OR FOLLOW GOOD MANUFACTURING PRACTICES.
3. Each bidder shall furnish the information that is required, the unit price for each item bid must be shown. Bid may be awarded either on an “each Item No. basis” or “complete lot bid.” A total for each item bid must be entered. In case of error in extension, unit price prevails.
4. Bids shall be submitted on the Bid Form supplied. Failure to fully and explicitly provide any information requested shall subject the bid to disqualification. The bid must be signed by an officer of the firm or it will not be considered.
5. Fax: The school district will accept bids received by Fax machine under the following conditions:
6. The Fax copy is received complete with signature prior to the specified deadline.
7. The original of the bid must be received within 72 hours after the scheduled bid opening time.
8. The original must be identical to the Faxed copy with no changes or alterations.
9. If a Bid Security is part of the bid package, it may also be Faxed and will be accepted in conditions 1, 2, and 3 above are met.

School District Fremont RE-1 does not accept any responsibility for bids which are not received on time due to: (1) Overloading the Fax machine at the last minute; (2) Fax machine not operating; (3) Material lost in transmission or inadvertently sent to incorrect number by contractor/vendor.

1. Specifications – for the purpose of identification on the quality desired, the reference numbers and spec’s are for identification purposes and do not construe a “closed bid;” however, bids shall be equal in every respect as to quality, workmanship, etc.
2. All equipment shall be new and of the manufacturer’s current model unless otherwise specified. Items which are used, obsolete, seconds, or discontinued are unacceptable without prior approval of the School District.
3. Brochures and/or nutrition specifications must be submitted. If unable to quote items specified, quote on “or equal items” specifying catalog number, brand, etc. Equivalency shall be fully documented by vendor. School District Fremont RE-1 shall be the sole judge of equivalency.
4. Samples of items, when requested, must be furnished free of expense, and if not destroyed by testing, will be returned at bidders request and expense.
5. The Contract/Purchase Order will be awarded to that responsible bidder whose bid conforming to the Invitation to Bid, will be most advantageous to the School District, price and other factors considered.
6. A signed Purchase Order or Contract furnished to the successful bidder results in a binding contract without further action by either party.
7. The Board of Education and/or School District reserves the right to reject any and all bids and to waive informalities and minor irregularities in bids received, and to accept any portion of bid or all items bid, if deemed in the best interest of the School District to do so.
8. A certified check or draft payable to the School District or satisfactory Bid Bond executed by the bidder and acceptable sureties in an amount equal to five (5) percent of the bid shall be submitted, when so stipulated in “Invitation to Bid.”
9. The successful bidder may be required to furnish and pay for satisfactory performance and payment bond or bonds.
10. No bids shall be withdrawn for a period of thirty (30) days subsequent to opening of bids without the consent of the School District or delegated representative.
11. Late bids will not be accepted or considered. It is the responsibility of the bidder to insure that bid arrives in the office of the Director of Business Services at the time indicated in “Invitation to Bid.”
12. NOTE – IN ORDER TO REMAIN ON “ACTIVE BIDDERS LIST,” IT IS IMPERATIVE THAT ALL BIDS BE RETURNED. IN THE EVENT OF “NO BID,” PLEASE SIGN BID, INDICATING “NO BID” AND RETURN.
13. Should the successful Vendor be unwilling or unable to fulfill the terms of the contract after receiving the award, the vendor’s name will be removed from the approved vendor’s list for a period of twelve (12) months from the date of failure to perform.
14. The bid price shall be exclusive of any Federal, State, or Local taxes from which School District is exempt, the Exemption Certificate of Registry Number will be furnished when required.