

## GENERAL TERMS AND CONDITIONS

### INVITATION TO BID

Sealed bids are requested on the following list of materials, articles or services for delivery to the school or department designated, subject to the conditions of this invitation. **No faxed bids will be accepted.**

1. This invitation is supplied in duplicate. Submit one copy of the completed bid in a properly addressed envelope clearly designating the above reference bid. The duplicate copy is to be retained by the bidder. Bids may be mailed to the Somerset Board of Education, 305 College Street, Somerset, Kentucky 42501.
2. Prices must be stated in units of quantity as specified and extended in total column for each item and/or lot. Bid prices for materials and products must include transportation and delivery to the warehouse or building specified.
3. Bids to receive consideration must be received prior to time designated in this invitation, and none will be accepted thereafter.
4. Bid forms must be signed by an officer or member of the building firm who is authorized to legally bind the firm.
5. The Board of Education reserves the right to waive defects and informalities in proposals, to reject any or all proposals, or to accept any proposal as may be deemed to its interest, and to award by item, combination of items or lot.
6. All bids shall be effective for thirty days from date of opening unless otherwise specified in special conditions of bidding, and no bid may be withdrawn prior to that time.
7. Manufacturer's catalogue members trade names, etc. where shown herein, are for descriptive purposes to guide the bidder in interpreting the standard of quality, design and performance desired, and shall not be construed to proposals based on furnishing other types of materials or service. However, any substitution or departure proposed by bidder must be clearly noted and described, otherwise it will be understood that bidder intends to supply items specifically mentioned in the bid invitation.
8. Samples requested must be furnished free of expense to the Board of Education, and if not destroyed or consumed in testing or evaluating, or required in connection with the award, will upon request be returned at the bidder's expense. Right is reserved to mutilate or destroy any samples if considered necessary for testing purposes.
9. It is to be understood that the bidder, if awarded an order or contract, agrees to protect, defend and save and hold harmless the Board of Education from any suits or demands for payment that may be brought against it for the use of any patented material, process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract; and the bidder further agrees to indemnify and save harmless the board of Education from suits or actions of every nature and description brought against it for, or on account of any injuries or damages received or sustained by any party or parties by, or for any of the acts of the contractor, his servants, or agents.
10. Federal excise Taxes or Kentucky Sales and Use Taxes are not applicable to any purchase made for use of the Board of Education. Bids should not include any such taxes. Exemption certificates will be furnished as required.
11. Information pertaining to any item or condition in this request may be obtained by communicating with Mr. Kyle Lively, Superintendent, Somerset Independent Schools, Somerset, Kentucky 42501.

12. School personnel will analyze each bid and awards may be made by the Board of Education at its next scheduled meeting. Tabulation of the bid results will be made available following the meeting of the Board of Education granting final acceptance.
13. Vendors failing to comply with the bid specification or defaulting on a bid will be liable for all expenses involved.
14. Contractors must submit, at no expense to the District, to a national and state criminal history background check by the Kentucky State Police and the Federal Bureau of Investigation in keeping with KRS 160.380.

**\*The bidder shall comply with KRS 45A.445, KRS 45A.455, KRS 45 A.080, and other applicable statutes.**