

**METROPOLITAN COMMUNITY COLLEGE
PURCHASING DEPARTMENT - OMAHA, NEBRASKA**

STANDARD CONDITIONS AND TERMS OF BID SOLICITATION AND OFFER

SCOPE

These standard conditions and terms of bid quotation and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.

PRICES

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than twenty days will not be considered as part of the bid. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all terms in a satisfactory condition, whichever is later.

LUMP SUM OR ALL OR NONE PROPOSALS

The College reserves the right to purchase item-by-item, by groups or as a total when the College may benefit by so doing. Bidders may submit a proposal or an "all or none" or "lump sum" basis but should also submit a quotation on an item-by-item basis. For the purpose of bidding, the term "all-or-none" means conditional bid which requires the purchase of all items on which quotations are offered and bidder declines to accept award on individual items; a "lump sum" bid is one in which the bidder offers a lower price than the sum of the individual quotations if all items are purchased but agrees to deliver individual items at the price quoted.

COLLUSIVE BIDDING

The bidder's signature on this proposal is a guarantee that the prices quoted have been arrived at without collusion with other eligible bidders and without effort to preclude the College from obtaining the lowest possible competitive price.

TAXES

Purchases made by the College are exempt from the payment of Federal Excise Taxes and Nebraska Sales and Use Taxes. Tax exemption certificates will be furnished upon request.

SPECIFICATIONS

Brand names or descriptions used in this proposal will be used as the standard by which alternate or competitive material offered will be judged. Competitive items must be equal to be the standard described and be of the same reputation for quality and workmanship. Bidders may submit an alternate proposal and shall state in detail wherein such alternate bid differs from the specifications. Substitutes must be identified by manufacturer and stock number. The College shall be the sole judge of equivalency. In the absence of any conspicuously stated deviation, or exception, the bid will be accepted as in strict compliance with all terms, conditions and specifications, and the bidder shall be held liable therefore. Item bid is to be latest current model under standard production at time of order.

SAMPLES

Samples of items must be furnished as stipulated herein, free of expense and if not destroyed will, upon request, be returned. Samples to be returned if not claimed in person will be returned to the vendor C.O.D. via United Parcel Service. Samples which are not requested to be returned will be kept and used by the College.

Each sample must be labeled clearly and identify the bidder's name, the bid number and the item number. Samples submitted must be representative of the commodities or equipment which would be delivered if awarded the contract.

PACKING

All items shall be packed in accordance with prevailing commercial practices and in such a manner to insure delivery in good condition and as specified herein.

BID INFORMATION

Notes may be taken at the public reading of the bid at the specified time and date of the opening or a personal inspection may be made of the bid after award has been made and documents are placed in central files.

A tabulation of an awarded bid may be obtained in person or by written request to the Purchasing Department. A written request must identify the bid number and include a self-addressed stamped envelope. The College will not be responsible for any insufficient postage amounts charged the vendor on bid tabulation mailings.

AWARD

The College reserves the right to reject any or all bids, wholly or in part, to waive any technicality or requirement in any bid, to make awards in a manner deemed in the best interest of the College which may or may not be the low bidder and unless otherwise conspicuously specified by the bidder, to accept any item in the bid.

PERFORMANCE AND DEFAULT

The College reserves the right to require a performance bond from the successful bidder, without expense to the College. In case of default of the contractor, the College may procure the articles from other sources and hold the contractor responsible for any excess cost occasioned thereby.

NONDISCRIMINATION

The Nebraska Fair Employment Practice Act prohibits contractors to the College, and their subcontractors, from discriminating against any employee or applicant for employment to be employed in the performance of such contracts, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin.

The bidder's signature to this proposal is a guarantee of compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this bid.

EXECUTION

Bids must be signed by the vendor; all quotations must be typewritten or in ink. Erasures and alterations must be initiated by the bidder in ink. No telephone or voice bids will be accepted. Failure to comply with these provisions may result in the rejection of the bid.

VERIFICATION

Company and its subcontractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. §§ 4-108 to 4-114 as amended.