

II GENERAL INSTRUCTIONS

Bids will be received by the Kingston K-14 School District prior to the date and time and at the place specified on the Invitation to Bid. The Kingston K-14 School District reserves the right to reject any and all bids and to waive any and all formalities. While it is the intention of the Kingston K-14 School District to purchase all items listed, the right is reserved to omit any item necessary to bring the total cost within budget provisions. In the event that all acceptable bids exceed the owner's budget, the owner reserves the right to negotiate a contract with the low acceptable bidder or any other one of the acceptable low bidders.

1. **ACCURACY OF BID** - Each bid is publicly opened and is made part of the public record of the Kingston K-14 School District. Therefore, it is necessary that any and all information presented is accurate.
2. **SUBMISSION OF BID** - Bid package is to be sealed and submitted to: The Kingston K-14 School District, Child Nutrition Department, 10047 Diamond Rd., Cadet, MO 63630 Attn: Leta Lute, prior to the date and time indicated on the cover sheet. One original and one copy shall be provided.
3. **LATE BIDS** - Bids received after the deadline designated in this bid document shall not be considered.
4. **BID AWARD** - The bid will be awarded by the Board of Education, or its authorized representatives.
5. **BID FORMAT** - Successful bidder will win all items on the bid.
6. **SIGNATURE ON INVITATION REQUIRED** - "Invitation to Bid" shall be signed with the firm or corporate name and by an officer
7. **NEW SUPPLIES** - Unless otherwise specified, all material or supplies offered shall be new, unused, of recent manufacture, and suitable for their intended purpose.
8. **DELIVERY TERMS** - It is understood that the bidder agrees to deliver on a lift gate truck prepaid to location as indicated in specifications. All cost for delivery, uncrating, assembly, set-in-place and disposal of all packing material from jobsite will be borne by the bidder.
9. **DELIVERY SCHEDULE** - The successful bidder shall deliver the articles named in the specifications by delivery date as specified on the Invitation to Bid. Upon failure of the successful bidder to deliver all of the items ordered within the time set or allowed, the successful bidder will be considered in default.
10. **GUARANTEE** - Each bidder, by presenting a bid under these specifications, binds himself to make positive that all goods are fully up to the standards set by the specifications. Should it be discovered within a reasonable period of time from date of contract that such goods or services are not up to standard, Kingston K-14 School District shall have the right to have such goods or services replaced by others conforming to the standard requirements and the entire expense shall be borne by the bidder.
11. **DEFAULT & DELAYS** - In case of default of the successful bidder, the Kingston K-14 School District reserves the right to terminate the purchase order or contract and to purchase similar supplies, services, furniture, furnishing, or equipment on the open market. The bidder will be charged with any cost occasioned by the Kingston K-14 School District whether said cost is same as originally accepted or in excess of the original contract
12. **TERMS** - All items listed are to be charged to the Kingston K-14 School District 10047 Diamond Rd. Cadet, MO 63630. Invoice date to be determined by the date of delivery unless otherwise agreed.
13. **PAYMENT SCHEDULE** - The school district will issue purchase orders for items and upon delivery will make payment within 10 working days following the next regularly scheduled Board meeting. The successful bidder(s) shall be paid in payments or in full, upon submission of an itemized invoice with the prices stipulated herein for the items delivered and accepted. Any discounts are to be noted on the bid sheets and reflected on the invoices. Invoices should be sent to Leta Lute at 10047 Diamond Rd. Cadet, MO 63630.
14. **MISSOURI BUSINESSES** - The district will give preference to all commodities manufactured, mined, produced or grown within the state when quality and price are approximately the same.
15. **DAMAGED AND/OR LATE SHIPMENTS** - The Kingston K-14 School District has no obligation to accept damaged shipments and reserves the right to return at the vendor's expense damaged merchandise even though the damage was not apparent or discovered until after the receipt of the items.

16. **SAFETY** - All practices, material, supplies and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.
17. **HOLD HARMLESS** - The vendor agrees to protect, defend, indemnify and hold the Board of Education, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof.
18. **LAW GOVERNING** - All contractual agreements shall be subject to, governed by and construed according to all applicable federal, state of Missouri and local laws plus the Kingston K-14 Board of Education policies.
19. **NON-DISCRIMINATION CLAUSE** - No one submitting a bid on this request shall in any way, directly or indirectly, discriminate against any person because of age, race, color, disability, sex, national origin or religious creed.
20. **CERTIFICATE OF DEBARMENT** - Comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in the Department of Labor regulations. Complete the certification regarding debarment, suspension.
21. **ENERGY EFFICIENCY** - Meet regulations relating to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with the Energy and Conservation Act (PL 94-165).
22. **COMPLIANCE** - Allow access by duly authorized representatives of the School Food Authority, State Agency, United School Food Authority States Department of Agriculture or Comptroller General to any books, documents, papers and records which are directly pertinent to this contract.
23. **RECORD KEEPING** - Maintain all required records for three years after final payment and after all other pending matters are closed.
24. **CONFLICT OF INTEREST** - Vendors shall not submit a bid for the contract if a conflict of interest, real or apparent, should be involved. Conflicts of interest arise when any of the following has a financial or other interest in the firm:
 - a. An employee, officer, or agent of Kingston K-14 School District Board of Education
 - b. Any member of the immediate family of the above named persons.
 - c. The partner of any of the above named persons.
 - d. Any officer, employee or agent of the vendor prepared specifications, work orders, bid or contract provisions for this acquisition.

*****Attachment: Certification of Debarment/Suspension (Federal Form AD 1048)**