

THIS IS NOT AN ORDER
GRAND RAPIDS PUBLIC SCHOOLS
TERMS AND CONDITIONS

General Terms and Conditions

1. The Board of Education of the city of Grand Rapids (hereinafter the "Board") complies with the terms and conditions outlined in Policy #3660, and 3660-R *Bids, Quotations and Local Preference*. That policy and rule is incorporated herein.
2. The Board reserves the right to reject any or all bids and to award by item, combination of items or lot.
3. The Michigan State sales and use taxes and the federal excise tax do not apply. Exemption certificates will be furnished upon request. The District Tax Exempt Number is 38-6002019.
4. Unless otherwise provided, bid and acceptance, along with these terms and conditions shall constitute the contract.
5. In case the bidder fails to make delivery of an item or items within the terms herein specified, or makes delivery of goods not in accordance with the terms and specifications, the Board shall have the right to declare the order cancelled and either accept the next lowest bid or again advertise for bids and hold the original bidder liable for the difference between the amount of its bid and the amount that the Board shall in either of such cases be required to pay, or the Board may elect to receive the item(s) not delivered within the time specified and hold the bidder responsible for an amount equal to ten percent (10%) of the amount on such item(s) as liquidated damages for the delay, and said bidder in such case agrees to make payment accordingly.
6. Instructions, manufacturer's catalog numbers, 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 exclude proposals based on furnishing other types of material or service. However, any substitution or departure proposed by bidder must be clearly noted and described; otherwise, it will be understood that the bid intends to exactly meet the specifications. Samples must be submitted with quotation when requested.
7. Samples requested must be furnished, free of expense, prior to the time designated for the reception of bids and if not destroyed or required in connection with the award of delivery will, upon request, be returned at the bidders expense. The Board will not be responsible for samples mutilated or destroyed if considered necessary for testing purposes.
8. F.O.B. DELIVERED.
9. Overruns and underruns must not exceed 10 percent (10%).
10. In the event goods are rejected by the Board as not being in accordance with the specifications, a matter in which the Board shall be the sole judge, such goods shall be removed by said bidder upon notice, and if required by the Board, replaced with new materials which shall be subject to a like inspection and approval by the Board, or the Board at its election may procure the materials from other sources as provided in paragraph six.
11. In accordance with the "MICHIGAN RIGHT TO KNOW LAW" all shipments containing hazardous materials must be accompanied by material Safety Data Sheets.
12. The Board is an equal opportunity institution.
13. The Board requires that bidders not discriminate against an applicant for employment, employee, contractor, or subcontractor with respect to hire, terms, conditions, or privileges of employment, contracting or sub-contracting, or a matter directly or indirectly related to employment, contracting, or sub-contracting because of race, color, religion, national origin, age, gender, gender identity or expression, sex, sexual orientation, height, weight, pregnancy, disability, military/veteran status, or marital status.
14. The laws of the state of Michigan shall govern all agreements. Venue shall be Kent County.