

Instructions and Conditions

1. **PRICES AND NOTATIONS.** Prices and notations must be typed or written in ink. No erasures are permitted. Mistakes may be crossed out and corrections entered and initialed in ink by the person signing the quotation.
 2. **UNIT PRICES.** Unit prices should be stated, based on units specified. Quote on each item separately and indicate brand name or make. Extend and total the bid.
 3. **DELIVERY TIME.** Delivery time is a part of the consideration and must be stated in definite terms and must be met. If time varies on different items, the bidder shall so state.
 4. **QUOTATIONS.** Quotations must be signed by a responsible officer or employee. Obligations assumed by signature are binding upon the firm.
 5. **EXTRA CHARGES.** No charges for packing, drayage, or for any other purpose will be allowed over the price quoted hereon.
 6. **TAXES.** The University is exempt from federal excise and state sales taxes and such taxes shall not be included in bid prices. Federal excise tax exemption certificates will be furnished with purchase order if so requested on bid.
 7. **SAMPLES.** Samples of items, when required, must be furnished free of expense prior to opening of bids. If not destroyed by texts, samples will, upon request, be returned at bidder's expense. Samples not received on time may void the bid.
 8. **DELIVERY TERMS.** Unless otherwise stated, bids shall be quoted F.O.B. delivered with all transportation charges prepaid. For bids specifying F.O.B. shipping point, bidders may, at their option, also quote F.O.B. delivered and awards will be based on lowest cost, including transportation charges. Bidders must show shipping weight on all bids. F.O.B. delivered means delivered to the dock of the University or department noted on bid.
 9. **DEFAULT.** Default is defined as the failure of the bidder to fulfill the obligations of his quotation, including but not limited to, failure to deliver on time or the unauthorized substitutions of articles other than those quoted and specified on the purchase order. In case of default of the contractor, the University may cancel the contract or purchase order and procure the articles or services from other sources and hold the contractor responsible for any excess costs occasioned thereby.
 10. **CASH DISCOUNTS.** Cash discounts will be considered in determination of low bidder.
 11. **MAILING LIST.** Return this form even though you cannot quote and state reason for not quoting. Otherwise your name may be removed from the mailing list.
 12. **SPECIFICATIONS.** Specifications which refer to brand names are given for references. Bidders may quote on approved equivalent articles, provided brand name, catalog number, and any deviations are noted on bid and complete descriptive literature is furnished. Exceptions will state "do not substitute."
 13. **AWARD.** The right is reserved to award by item, group of items, or total bid; to reject any and all bids in whole or in part; and to waive any information or technical defects if, in the purchasing agent's judgment, the best interests of the University will be so served. In determination of awards, the responsibility of the lowest qualified bidder, the quality of articles to be supplied, their conformity with the specifications, their suitability to the requirements of the University, and the delivery terms will be considered. Acceptance or rejection of alternate bids will be determined solely by the purchasing agent.
 14. **ACCEPTANCE OF FAXED BIDS.** Bidder should not FAX sealed bids – those bids with "SEALED BID" specified in the upper right above the bid number – as they cannot be accepted. However, those bids not specified as "SEALED BID" may be FAXed and will be accepted, providing that all other bid instructions and conditions have been complied with.
 15. **RECEIPT OF BIDS.** Bids must be received in the purchasing department prior to date and time as specified on the face of this bid. Late bids cannot be accepted. The responsibility of getting bids to the purchasing department rests entirely with the bidder, notwithstanding delays resulting from postal handling or any other reason.
 16. **INSPECTION.** All articles are subject to inspection and test. In case any articles are defective in material or workmanship or otherwise fail to meet the requirements of this bid, agent shall have the right to reject or retain and correct such articles. Seller shall pay the University for expenses incurred in correcting defects. Rejecting articles will be held or returned to seller at seller's expense for handling, packing, and transportation.
 17. **NONDISCRIMINATION CLAUSE.** This clause is for contracts for goods or services in the amount of \$5,000 or more, or for contracts entered into with parties three or more employees. In connection with the performance of work under this contract, the contractor agrees as follows:
 - A. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, sex, height, weight, or marital status. The contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, age, sex, height, weight, or marital status. Such action shall include, but not be limited to, the following: employment upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, sex, height, weight, or marital status.
 - C. The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice advising the said labor union or workers' representative of the contractor's commitments under this section.
 - D. The contractor will comply with all published rules, regulations, directives, and orders of the Michigan Civil Rights Commission relevant to Section 6, 1976 PA 453, as amended, which may be in effect prior to the taking of bids for any individual state project
 - E. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission. Said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as the contractor himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission, and/or its agent, for purposes of investigation to ascertain compliance with this contract and with rules, regulations, and Orders of the Michigan Civil Rights Commission, relevant to Section 6, 1976 PA 453, as amended.
 - F. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan. The board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
 - G. The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs A through F in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Michigan Civil Rights Commission and will provide in every subcontract or purchase order that said provision will be binding upon each subcontractor or seller.
- For all contracts for goods or services in an amount of less than \$5,000 or for contracts entered into with parties employing less than three employees, the contractor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this contract, with respect to hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, or sex. The contractor further agrees that every subcontract entered into for the performance of this contract will contain a provision requiring nondiscrimination in employment, as herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of contract.