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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| |  | | --- | |  | | SUBMIT BIDS TO: | |  |  |  |  |  |  |  |
|  |  | |  |  |  |  |  |  |  |
|  | Mosaica Education Inc. | | |  |  | INVITATION TO BID | | | |
|  | 3400 Peachtree Road  Suite 550 | |  |  |  |  |  |  |  |
|  | Atlanta GA 30326 | |  |  |  |  |  |  |  |
| **Bid Title: *2014-15 Paragon Consumables Kits*** | | | | |  |  | **Bid No.** ***05-09-14-PK*** | | |
| **Bid Due Date and Time: MONDAY June 2, 2014 @ 2:00 PM** | | | | | |  | **Bid Opening Location**: *Office of Manager of Purchasing* | | |
| **F.O.B. Destination Point:** | | |  |  | Direct all inquires about this bid in writing to Carla Holder | | | | |
| **Contact Person:** *Carla Holder* | | | |  | Inquires must be received at Mosaica 3 days prior to the bid due stated above. | | | | |
|  |  |  |  |  | Bid specifications may be obtained at the school, at www.mosaicaeducation.com or e-mail cholder@mosaicaeducation.com | | | | |
| **Company Name:** | |  |  |  |  |  |  |  |  |
| **Address:** |  |  |  |  |  |  |  | **Telephone No.:** | |
| **City/State:** |  |  |  |  | **Zip Code:** | |  | **Fax No.:** |  |
| **Name of Authorized Representative:** | | | |  |  |  | **E-mail Address:** | |  |
| **Authorized Representative Signature:** | | | |  |  |  |  |  |  |
| **If not bidding list the reason for submitting the "No Bid":** | | | | |  |  |  |  |  |

GENERAL CONDITIONS

**Bidder:** To ensure acceptance of the bid, follow these instructions:

**Sealed Bids:** All bid sheets and this form must be executed and submitted in a sealed envelope (Do not include more than one bid per envelope). The face of the envelope shall contain, in addition to the above address, the date and time of the bid opening, the bid number and name (use label provided), and vendor name and return address. All bids are subject to the conditions specified herein. Those that do not comply with these conditions are subject to rejection. There are two separate bid sheets: one for brick and mortar schools and a second one for home-based students. Vendors may bid on one or both.

1. **Execution of Bid**: Bid shall contain a signature of an authorized representative in the space provided above and on attached sheets. Bid must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by the bidder to bid shall be initialed. Flash drive or CD-ROM copy shall include PDF files of signed documents and an Excel copy of the pricing spreadsheet. All costs associated with the preparation of a response to this request for bid are solely those of the bidder. Mosaica Education Inc. hereafter referred to as Mosaica and Mosaica Managed Schools hereafter referred to as the MMS assume no responsibility for any such costs incurred by the bidder.

2. **Returning of Bid Package**: 3 copies of the complete bid form, as received, and a flash drive or CD-ROM with the electronic files must be returned "intact" in a sealed envelope, plainly marked on the outside. Please use the enclosed label when submitting your bid. If the sealed bid envelope is sent inside a separate mailing envelope or package (FedEx, Priority Mail, etc.), please use the enclosed label on the outside of the mailing envelope or package. Non-compliance with this stipulation may result in your bid not being considered.

The bid opening shall be public, when legally required, on the date and at the time specified on the bid form. Where public opening is not required bids shall be opened and read privately by the Purchasing Manager. It is the bidder's responsibility to assure that the bid is delivered at the proper time and in the proper form to Carla E Holder, Mosaica Education Inc., 3400 Peachtree Road, Suite 550, Atlanta, GA 30326. The bidder is responsible for allowing adequate mailing time, including time for interoffice mail delivery, or to take appropriate alternate steps to ensure that their bid is delivered to the Purchasing Manager by the specified due date and time. Bids that for any reason are not so delivered may not be considered. Bids or proposals received after the specified time may not be opened or considered. Mosaica is not responsible for timely delivery of the U.S. or private courier mail. Offers by telegram, facsimile machine, e-mails, or telephone are not acceptable. Note: Bid tabulations will be furnished to bidders upon request, if legally required, when a self-addressed stamped return envelope is provided along with the bid.

3. **Interpretations**: Any questions concerning conditions and specifications shall be directed in writing to the Purchasing Manager. Inquiries must reference the date of bid opening, bid title and bid number. Interpretation of the bid, clarification of bid specifications and requirements or changes to the bid shall be communicated to bidders only by written addenda. Verbal responses to bidders’ questions do not constitute an official position unless documented in the form of written addenda and shall be considered inadmissible in bid protest proceedings where law authorizes protests. All such written addenda shall be signed and returned to the Purchasing Manager by the bid opening date and time. Failure to return such addenda may constitute cause for rejection.

4. **Bid Withdrawal:** Vendors may have their bid withdrawn at any time before 2:00 PM on the date that bids are due. Any bid or proposal not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days from the date that bids are due. The bidder agrees not to withdraw its bid during this ninety (90) day period to provide ample time for evaluation and acceptance by Mosaica.

5. **Bid Opening**: Shall be public where required by law or private if not otherwise specified, on the date and at the time specified on the bid form. It is the bidder’s responsibility to assure that bid is delivered at the proper time and to the proper place of the bid opening. Bids, which for any reason are not so delivered, may not be considered. Offers by telegram, facsimile machine, e-mail or telephone are not acceptable. Note: Bid tabulations will be furnished upon request, if legally required, with an enclosed, self-addressed stamped envelope.

6. **No Bid:** If not submitting a bid, respond by returning this form, marking it “No Bid” and explain the reason in the space provided above. Failure to respond without justification shall be cause for removal of bidder’s name from the bid mailing list.

7. **Prices and Terms**: Bid prices shall be firm for 1 year and shall include all packing, handling, shipping charges, delivery to the destination shown herein at such destination. All freight costs shall be broken out and itemized as required herein.

1. **Taxes:** All MMS, except for Arizona MMS, Mosaica Online CO and Mosaica Online MI, do not pay State Excise and Sales Taxes on direct purchases of tangible personal property. See exemption number on face of purchase order.
2. **Discounts**: Bidders shall reflect cash discounts in the unit prices quoted. Discounts not included in the unit price shall not be considered in determining the lowest net cost for bid evaluation purposes.
3. **Mistakes**: Bidders are expected to examine the specifications, delivery schedule, bid prices, extended price (unit price X quantity), and all instructions pertaining to this bid. Failure to do so will be at bidder’s risk. In case of mistake in the extended price, the unit price will govern.
4. **Condition and Packaging**: It is understood and agreed that any item offered or shipped as a result of this bid shall be a new, current production model available at the time of this bid unless otherwise agreed to by Mosaica. Containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging. Each carton, package, box and/or container shall be labeled with name of item, quantity contained, purchase order number, and vendor. All deliveries must contain a proof of delivery document and a packing list that is itemized and contains the purchase order number. All packing and delivery documents must match descriptions, quantities and vendors as set forth in the purchase order
5. **Payment:** Payment will be made by the MMS referred to in the Purchase Order after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. All invoices must bear the purchase order number and Kit name (Unit number or Year Round) and must match the purchase order, packing list and proof of delivery. Payment for partial shipments shall not be made unless specified. Failure to follow these instructions may result in delay in processing invoices for payment. The purchase order number must appear on invoices, bills of lading, packing lists, packages, cases, delivery lists and correspondences.

8. **Merchandise Delivery**: Delivery shall be within thirty (30) days from the date of the receipt of the purchase order, unless actual delivery date is specified herein or in the Statement of Work hereafter called S.O.W. as agreed upon by the vendor and Mosaica on behalf of the MMS. If specified delivery date cannot be met, show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award. Deliveries of brick & mortar kits must be made between the hours of 8:00 A.M. and 3:00 P.M. except on Saturdays, Sundays, or holidays when all school buildings are closed. Delivery of Year Round and Units 1 & 2 Kits must occur between the dates of July 15, 2014 – August 31st 2014 (an exact date will be agreed upon in the S.O.W.). Kits for further Units will be shipped per the schedule developed by the Paragon Production Manager. Home Based Student kits shall be shipped to students upon placement of POs at the beginning of each semester and shall be delivered either directly to the student or responsible adult or to a secure place at the home. All items are to be consolidated by the vendor at vendor location at no additional cost and delivered at one time to a location designated by Mosaica and specified in the S.O.W.

9. **Insurance:** Worker’s Compensation insurance shall be carried by the successful bidder on all staff and subcontractors working under the provisions of this supply agreement. Property and liability Insurance, in commercially reasonably amounts, shall also be carried by the successful bidder as neither Mosaica or the MMS are liable for any accidents resulting from or on any MMS grounds or in conjunction with this bid creation or execution. The vendor must provide to Mosaica a Certificate of Insurance on behalf of all vendor’s employees or subcontractors before entering school grounds.

10. **Packaging**: All products shipped shall require packaging to ensure they are received free from damage. Vendors must comply with all packaging requirements as required for the product to be received and used in proper working condition. Each Unit and Year Round items will be provided in individual class Kits. All such packaging costs shall be included in unit prices, as bid. All items shall be packaged in Kits separately by classroom labeled clearly with the name Paragon, Unit number, grade level and a classroom number ie.1,2,3, etc. when multiple classrooms of a grade are ordered. For home-based consumables, each semester items will be provided in individual student Kits. All such packaging costs shall be included in semester prices, as bid. Shipping costs to individual student addresses must be included, as bid. All items shall be packaged in Kits separately by student, labeled clearly with the name Paragon, grade level and semester 1 or semester 2.

11. **Damaged Items / Missing Components**: In the event that an item or items are received and are later determined to have concealed damage or missing kit components when the item or items are unpacked, then the item or items must be replaced immediately by the vendor at no cost to the MMS.

12. **Warranty:** The successful bidder shall fully guarantee all items furnished herein against any defects in materials and/or workmanship for not less than 12 months after time of delivery. Should any defect in material or workmanship, excepting ordinary wear and tear, appears during the warranty period, the successful bidder shall repair or replace item(s) at no cost to the MMS immediately upon notice from the MMS or Mosaica. The manufacturer’s standard warranty shall apply from the date of the delivery.

13. **Freight Terms**: All shipments are to be inside delivery. All items shall be shipped inside delivery F.O.B. Destination, with all transportation charges invoiced and title transferring to the school at time of delivery, unless otherwise stated herein. Items lost in transit or at non-school locations other than specified by the S.O.W. are not the responsibility of Mosaica or the MMS.

14. **Manufacturer’s Name & Approved Equivalents**: Any manufacturer’s names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. All bidders must bid on the listed brand and model. In addition to the listed brand and model, the bidder may offer any brand for which the bidder is an authorized representative, and which meets or exceeds the specifications for any item(s). **Note: Substitutes may not be acceptable. Mosaica and the MMS reserve the right to determine if and which substitutes are acceptable.** If bids are based on equivalent products, indicate on the bid form the manufacturer’s name and number. Bidder must submit with bid, cuts, sketches, descriptive literature, and complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. Mosaica and the MMS reserve the right to determine acceptance of item(s) as an approved equivalent. Bids which do not comply with these requirements are subject to rejection. Bids lacking any written indication of a quote for a substitute brand and model will not be considered in complete compliance with the specifications as listed on the bid form. If the manufacturer’s model number for the items specified herein is: (a) no longer available and has been replaced with a new updated model and specifications, the bidder must submit complete descriptive literature on the new model number; or (b) incorrect, the corrected model number shall be noted on the Bid Price Sheet. In some instances variances from specifications are allowed, however the following conditions must be met: a) clearly identify and indicate on the bid form that this item is not to specification b) clearly identify the manufacturer’s name and part number c) bidder must submit with bid, cuts, sketches, descriptive literature, complete specifications, and samples of the alternative material (reference to literature submitted with a previous bid will not satisfy this provision) d) the bidder shall also explain in detail the reasons why the proposed substitution will meet the needs of the MMS without decreasing the quality, life, and functionality of said product. All warranty information must be included for each item and manufacturer.

15. **Item Substitutions**: Under no circumstance may a vendor substitute a different product for any item they were awarded from this bid, without prior approval from Mosaica or the MMS. In the event an awarded item is discontinued by the manufacturer during the term of this bid and is not available from either the vendor’s or the manufacturer’s inventory, then the successful bidder must provide written notification from the manufacturer that the item has been discontinued. The bidder must provide an acceptable substitute item at the same bid price or risk being found in default. The vendor must file a written request with Mosaica to the attention of the Purchasing Manager and be granted approval to substitute, in writing, before any substitution may be made. Requests to substitute shall be accompanied by complete specifications for the proposed substitute item and a sample, if requested. If Mosaica and the MMS request a substitute item and the vendor is able to provide it, pricing shall be commensurate (similar discount) with the awarded pricing.

16. **Award Criteria**: Mosaica and the MMS intend generally to accept the "lowest" “responsible” bid submitted to it. The term "lowest” bid shall generally be interpreted to mean the lowest "All or None" Total Net Bid Price for all required tasks, the bid price per item, or bid price per group of items. In determining which is the "lowest", “responsible” bid received by it, Mosaica shall also consider and weigh, among other things:

1. the experience, qualifications and reputation of each bidder
2. the quality of products and services proposed by each bidder
3. the ability to finance through the vendor. Mosaica reserves the right to award to multiple vendors. Mosaica reserves the right to wave without liability any and all requirements with respect to bidding and awarding of bids unless prohibited by law.

17. **Awarding Bids**: In the best interest of the school, Mosaica and the MMS reserve the right to make award(s) by individual item, group of items, all or none or a combination thereof; to reject any and/or all bids or waive any minor irregularity or technicality in bids received, without liability. Bidders are cautioned to make no assumptions, but shall request clarification as per “Section 3 Interpretations”.

18. **Right to Reject**: Mosaica and the MMS reserve the right to reject any or all proposals, to waive technicalities or to accept the proposal(s), which in its judgment best serves the interest of the MMS. Mosaica and the MMS also reserve the right to award to more than one vendor, for same or similar products or services, to ensure a level of post-award competition. By submitting a response to this bid/proposal, vendors are confirming that their company agrees to accept purchase orders issued by the Purchasing Manager as instruments of authorization for purchases. Any awarded vendor who fails to comply with this requirement will be deemed as failing to perform.

19. **Method of Ordering**: Orders shall be processed only upon receipt of an authorized purchase order issued by ***the Paragon Production Manager or*** Purchasing Manager. All orders to the successful bidder shall be initiated on an as needed basis throughout the term of the contract. Orders shall be promptly filled and delivered to any MMS location. Any item or items received that do not meet specifications will be returned at vendor’s expense. In addition, duplicate shipments received will be returned at vendor’s expense.

20. **Invoicing:** The successful bidder will be required to submit invoices that reference purchase order numbers on all requests for payment. All statements must reference valid purchase order numbers. If the items are leased, the Invoices shall be mailed directly to the leasing company. If the items are not leased the invoices should be mailed directly to the school accountant. Vendor will refer to the S.O.W. document to determine the contact name and location of where to send all invoices. A copy of each invoice shall also be sent to the Manager of Purchasing. A separate invoice must be received for each purchase order number. Payments shall be made to the awarded vendor unless otherwise directed by the Purchasing Manager. It is the sole responsibility of the vendor to reconcile the purchase order and the vendor’s invoice by notifying the accountant responsible for that location requesting the materials or services of any discrepancies prior to billing. The leasing company and the school accountant will only pay the dollar amounts authorized on the purchase order and only when the purchase order is accompanied by a proof of delivery and packing list verified by Mosaica or the MMS.

21. **Service and Warranty**: Unless otherwise agreed upon by Mosaica, all items must be new, the latest model, first quality, must carry the manufacturer’s standard warranty and must be equal or exceed the specifications listed in the bid. During the warranty period, the successful bidder must repair or replace any defective items without cost to the MMS with the understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such repairs or replacements immediately upon receiving notice from the MMS or Mosaica.

22. **Non Collusion:** The bidder warrants that the bidder has not employed or retained any company or person other than a bona fide employee working solely for the bidder, to solicit or secure this bid and that the bidder has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for bidder, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this bid. If awarded bidder violates this provision, Mosaica and the MMS shall have the right (which shall be cumulative to the other rights Mosaica and the MMS may have) to forthwith terminate this bid without liability and, further, may, at Mosaica and the MMS’s discretion, deduct from monies then owed to awarded bidder, if any, or otherwise recover from awarded bidder the full amount of such fee, commission, percentage, gift or consideration.

23. **Manufacturer’s Certification**: Mosaica and the MMS reserve the right to request separate manufacturer’s certification from bidders of all statements made in the bid proposal, if applicable.

24. **Inspection, Acceptance and Title**: Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of vendor until accepted by the MMS, unless loss or damage results from negligence by MMS.

25. **Legal Requirement**: Applicable provisions of all Federal, State, County, and Local laws, ordinances, rules and regulations, including without limitation those pertaining to Charter School, shall govern any and all bids and contracts and any claims and disputes which may arise between person(s) or entities submitting a bid response hereto and Mosaica or the MMS, and lack of knowledge by any bidder shall not constitute a defense against the legal effect thereof.

26. **Patents and Royalties**: The bidder , without exception, shall indemnify and save harmless Mosaica and the MMS and any directors, officers, employees, agents, and subcontractors of Mosaica and the MMS from liability of any nature or kind including defense cost, reasonable attorneys fees, and liabilities for or on account of any copyrighted, patented or unpatented invention, process, trademark, or article and services manufactured or used in the performance of the contract, including its use by Mosaica or the MMS. If the bidder uses any design, device, or materials covered by, patent, copyright, trademark, or other intellectual properties, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

27. **Advertising**: In submitting a bid, bidder agrees not to use the results there from as a part of any commercial advertising.

28. **Assignment:** Any purchase order issued pursuant to this bid invitation and the monies, which may become due hereunder, are not assignable except with the prior written approval of Mosaica.

29. **Liability**: The vendor agrees to indemnify and save Mosaica and MMS, its directors, officers, employees, agents, subcontractors, or third persons, harmless from any and all judgments, orders, awards, cost and expense including attorneys’ fees, and also all claims on account of damages to property, including loss of use thereof, or bodily injury (including death) which may be hereafter sustained by Mosaica and the MMS, its directors, officers, employees, agents, subcontractors, or third persons, arising out of or in connection with vendor’s performance or failure to perform this contract.

30. **Facilities**: Mosaica and the MMS reserve the right to inspect the bidder’s facilities at any time with prior notice.

31. **Equal Employment Opportunity**: “Mosaica and the MMS do not discriminate in admission or access to, or treatment or employment in its programs and activities on the basis of race, color, religion, age, sex, national origin, marital status, handicap or any other reason prohibited by law.” All bidders must comply with the aforementioned statement on equal employment opportunity and if requested provide certification or other documentation of compliance.

32. **Product Price Increases**: Mosaica in conjunction with the MMS may consider pricing increases of the products bid if **all** the following conditions occur:

A) Price Increase(s) is(are) comparable to documented manufacturer’s price change(s) or in industry related indices.

B) The vendor submits to Mosaica, in writing, notification of price increases.

C) Where all prices shall have remained firm for a minimum of one (1) year after effective date of contract

D) The vendor shall submit and confirm receipt of the above-mentioned information to Mosaica not less than 30 days prior to the effective date of the price increase.

When the vendor complies with all of the above-mentioned conditions, Mosaica shall reserve the right to determine if it is in the best interest of the MMS to adjust the pricing of the products bid, in conjunction with the provider’s effective date of price increase. The supplier’s letter and new price information for each item, along with a written request for acceptance, must be sent to Mosaica Education Inc., Carla E Holder, Mosaica Education Inc., 45 Broadway, Floor 17, New York, NY 10006 or e-mailed to [cholder@mosaicaeducation.com](mailto:cholder@mosaicaeducation.com). A follow up call must be placed to the Purchasing Manager to ensure delivery was received.

33. **Samples:** Samples of items, when called for, must be furnished free of expense, on, before, or after bid opening time and date as specified, and if not destroyed may, upon request, be returned at the bidder’s expense. Each individual sample must be labeled with bidder’s name, manufacturer’s brand name and number, bid number and item reference.

34. **Quantities:** The estimated annual quantities that will be purchased are as shown on the Bid Price Sheet. Please note that these are estimates only and in no way obligate Mosaica and the MMS to purchase these amounts. The estimates are intended as a guide in submitting your bid. The actual quantities purchased under this bid may be more or may be less. For a period not exceeding ninety (90) days from the date of acceptance of this offer by Mosaica the right is reserved to acquire additional quantities up to but not exceeding those shown on bid at the prices bid on this invitation. If additional quantities are not acceptable, the bid sheets must be noted, “Bid is for Specified Quantity Only.”

35. **Failure of Performance Delivery**: If the successful bidder fails to perform as required per these specifications, or fails to deliver the item(s) specified in these specifications, the bidder shall recompense the MMS and Mosaica for any damage to the said school caused by the bidder’s failure to perform, which damage may be further defined in the S.O.W.

36. **OSHA & Applicable Laws:** The bidder warrants that the product or products supplied to the school managed by Mosaica shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1979, as amended, and any other laws applicable thereto, including without limitation laws applicable. The failure to comply will be considered a breach of contract.

37. **Posting of Bid Tabulations**: Bid tabulations will be posted at Mosaica for review by interested parties for 72 hours if required by law. Parties interested in viewing tabulations must contact the Purchasing Manager for entrance to the building. Bidder has no right to protest unless law authorizes it.

38. **Termination:** By submitting a bid, vendor represents and warrants that bidder is entitled to bid on and enter into contracts with public charter schools and is not disqualified with respect thereto, because of a conviction of a crime, being placed on any list preventing the bidder from bidding or entering into a contract or for any other reason. Mosaica and the MMS reserve the right to terminate an awarded vendor bid and or contract, or any part thereof, without cause or liability upon notice to vendor given in writing, at least thirty (30) days prior to the effective date of termination. If the vendor fails to comply with the requirements and services agreed upon at the acceptance of bid, Mosaica and the MMS reserve the right to terminate the bid or contract immediately or when specified by Mosaica or the MMS, upon notice in writing to vendor. Vendor shall be responsible for any damages suffered by Mosaica or MMS, which shall not be less than 120% of the costs of acquiring the items or services from a 3rd party. Mosaica reserves the right to terminate the contract on the basis of price adjustment where increases are not deemed justifiable by Mosaica.

39. **Term**: This contract / These contracts shall become effective upon award. The contract(s) shall terminate on June 30, 2015, with the option of renewal by consent of both parties for two additional 1 year terms.

40. **Right to Use Existing Bids**: Mosaica and the MMS reserve the right to use other existing Mosaica or MMS bids or other approved sources (i.e., State contracts) when it is in their best interest to do so. If a vendor currently holds a contract with a state agency, Dept of Education, or public charter school, to supply the products or services requested in this bid, the bidder shall quote not more than State contract prices. Mosaica and the MMS also reserve the right to bid separately any item(s) and/or service(s) covered under this contract if deemed to be in the best interest of the MMS, at any time during this contract term.

41. **Time of Essence:** Since the MMS generally begin classes in August, time is of essence, and all required initial items (Year Round and Units 1 & 2) are to be delivered by vendor per S.O.W. before classes begin. Further shipments must comply with the Paragon Production Manager’s timeline in order to be available before the start of those units in the classroom.

42. **Conflict of Interest:** All Bidders must disclose with their bid the name of any officer, director, agent, or representative who is also an employee of Mosaica or a MMS. Further, all Bidders must disclose the name of any Mosaica or MMS employee who owns, directly or indirectly, any interest of any amount in the Bidders company, firm, or branch. The award of this BID is subject to the provisions of state statutes, as currently enacted or as amended from time to time.

43. **Retention of records:** The awarded bidder will retain all records in accordance with the bid and all execution of the bid for 6 years after the contract expiration beginning from the last payment received for goods and services.

44. **Questions Regarding Specifications or Bidding Process:**

(a) To ensure fair consideration for all bidders, Mosaica prohibits communication of any kind, relating to this bid, to or with any department, bureau, or employee of Mosaica or MMS during the submission process of this bid, except as provided in Paragraph “(b)” below. Such communications initiated by a bidder may be grounds for disqualifying the offending bidder from consideration or award of the bid then in evaluation and/or any future bid.

(b) Interpretation of Bidding Documents: No interpretation of the meaning of the Bid Document, no correction of any apparent ambiguity, inconsistency or error therein, will be made to any Bidder orally. Every request for such interpretation or correction should be in writing, three (3) days prior to bid date, addressed to the Purchasing Manager at Mosaica. All such interpretations and supplemental instructions will be in the form of written Addenda to the Bidding Documents. Only the interpretation or correction so given by the Purchasing Manager, in writing, shall be binding and prospective Bidders are advised that no other source is authorized to give information concerning, or to explain or interpret the Bid Documents.

(c) It shall be the responsibility of the bidder to contact the Purchasing Manager prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with the bid.

45. **Mosaica/MMS Discretion:** Any and all Terms and Conditions, Special Conditions, or Technical Specifications attached hereto, which vary from these General Conditions, shall have precedence. Mosaica and the MMS reserve the right to wave without liability any and all requirements with respect to bidding and awarding of bids unless prohibited by law. Mosaica Education Inc. is acting purely and solely as an agent of the schools managed by Mosaica and shall have no liability to the bidders or with respect to any contract resulting from the bid.

45. **No Conflict**: Any item in vendor’s bid or sales order form inconsistent with these general terms shall be invalid unless agreed in writing by Mosaica.

46. **Agreement**: At Mosaica or the MMS’s request, the awarded bidder will enter into a written agreement with Mosaica and/or the MMS reflecting the terms of the bid, these general conditions, any S.O.W. and other matters not inconsistent with its foregoing.