

CONDITIONS OF BID OR PROPOSAL

I. General Conditions

1. Local Conditions: All deliveries shall be made as ordered to individual school drop points, and bidders shall acquaint themselves with local conditions at the several schools where delivery is to take place so that notes can be made of anything that might affect their bids.
2. Invoicing: Invoices shall be sent to the Business Office of **each** School District being supplied. Invoices shall be rendered upon completion of satisfactory delivery of all purchase order items. **Individual addresses and delivery dates are printed on each School District purchase order.**
3. If any bidder finds discrepancies in, or is in doubt as to, the true meaning of any part of the plans, specifications, or other contract documents, he shall at once submit to the Seneca Highlands Intermediate Unit Cooperative Purchasing Board a written request for an interpretation thereof. Any questions can be emailed to kdegolier@iu9.org or sjohnson@iu9.org.

II. Legal Conditions

1. The Invitation for Bids, Instructions to Bidders, Conditions of the Bid, Special Conditions if any, the Specifications for the Articles, Supplies, Equipment and Materials or a Description of the Services desired, as well as the Proposal, and acceptance of bid shall be collectively known and designated as the "Contract Documents" and together shall form the contract.
2. No bidder may withdraw his bid for a period of 45 days after the date set in the opening thereof.
3. The Seneca Highlands Intermediate Unit Cooperative Purchasing Board reserves the right to waive any formalities or reject any and all bids or portions thereof. The School Districts are referred to as the owner and/or the participating members in this bid request. **Item numbers are not supplied by the Seneca Highlands Intermediate Unit Cooperative Purchasing Board on any of its members purchase orders. Please communicate this clearly to your order department.**

4. No rights shall accrue to any person submitting a bid or proposal until written notification of awarding of bid has been received by the bidder.
5. Supplier will be responsible for any damage to property caused by themselves or their agent. Supplier further covenants and agrees to assume and hereby assumes all liability for, and shall and does agree to indemnify and save harmless the participating School Districts against any and all loss, costs, suits, claims, charges, or damages arising from injuries sustained by mechanics, laborers, workmen, or by any person or persons whatsoever, to their persons or property, whether employed in and about the said work or otherwise, by reason of any accidents, damages, or injuries, torts, or trespasses happening in an about, or in any way incident to or by reason of the performance of this contract and the performance of said work and labor, including costs, counsel fees, and all expenses of defense, and agrees to carry property damage and liability insurances and to furnish certificates thereof, when required by the participating School Districts.
6. All applicable laws shall be deemed to be part of these specifications and the contract shall be read and enforced as though they were included.
7. Bidder must sign contracts as prescribed by the forms. When the bidder is a corporation, documents must be signed by a President or Vice-President and by the Secretary or Assistant Secretary. If signed by one person, a copy of the authority of such person must accompany the proposal.

III. Bid Conditions

1. Should one of the participating School Districts fail to issue a purchase order with the lowest responsible bidder as determined by the Seneca Highlands Intermediate Unit Cooperative Purchasing Board, the bidder may withdraw his bid to all other districts.
2. Samples of items requested in the specifications **must accompany the sealed bid** and be delivered to the Seneca Highlands Intermediate Unit Cooperative Purchasing Board, Attention Mrs. Kimberly DeGolier, Chairperson, 119 S. Mechanic Street, Smethport, Pennsylvania 16749. **SAMPLES MUST ACCOMPANY BID. Failure to submit required samples may disqualify the bid.** Mark all samples with the bid number or name. Samples will not be returned unless specified in original bid and prepaid return labels have been provided. The Cooperative Purchasing Board assumes no responsibility for the return of samples; or for damage incurred in testing samples.
3. The bidder **must** indicate whether or not their product **fully meets** Seneca Highlands Intermediate Unit Cooperative Purchasing Board specs as they are written. If product does not meet exact written specifications, bidder must list product brand, item description and item number. Failure to comply will result in disqualification of bid item.

4. The bidder agrees, if awarded the contract, to furnish and deliver the **exact specified** products awarded at such times, at such places, and in such quantities as herein specified, and that all of the products shall be subject to inspection and approval. **In the event that any of the said products shall be rejected as not in conformity with these specifications, such products of proper quality as set forth in these specifications shall be furnished in place thereof at the expense of the successful bidder. Please make sure your bid indicates the price PER UNIT as listed in specifications, and pricing is clear and concise on the bid sheet.**

5. In the event that the successful bidder shall neglect or refuse to furnish and deliver the said articles or any part thereof as provided in these specifications or to replace any which are rejected as stated in the preceding paragraph, **the participating School Districts are authorized and empowered to purchase articles in conformity with this contract from such party or parties in such quantities and in such manner as it shall select at the expense of the successful bidder**, or to cancel this contract reserving to itself, nevertheless, all rights for damage which may be incurred by the participating School Districts.

6. The bidder agrees that if the contract is awarded to him, he will not assign, transfer, or sublet it, unless specific permission to do so is requested in writing by the bidder and granted in writing by the Seneca Highlands Intermediate Unit Cooperative Purchasing Board.