



Part A: GENERAL TERMS & CONDITIONS
(Same for all IFB #015 Bid Commodities)

NOTICE TO BIDDERS ALL BIDS SHALL BE:

- Submitted to IMESD in a sealed envelope and delivered to:
“InterMountain ESD, Attn: Caryn Appler, Director of Procurement, 724 Airport Road, Pendleton, Oregon 97801”
- Received until 1:00 PM, PT (Pacific Time) Thursday June 5, 2014
- The outside of the envelope shall be clearly marked:
“SEALED BID IMESD IFB #015”.
- All bids shall be clearly and distinctly typed or written with ink. No erasures are permitted.
 - Mistakes shall be crossed out and correction typewritten or written in ink adjacent thereto and initialed in ink by the party signing the bid or a confirmed authorized representative.
 - If a response is not legible, IMESD may determine that the bid is non-responsive.
- All bids shall be on the form furnished by InterMountain ESD, herein after referred to as IMESD, or they may be rejected by the IMESD.
- It shall be the bidder’s responsibility to ensure that the bid is delivered to the IMESD at the specified address above before the time and date set for bid closing as noted in the solicitation.
- IMESD will not be responsible for bids delivered to any location other than the address listed above. Bids delivered to another address will be considered non-responsive.
- Each bid package will consist of three or more Parts:
 1. Part A: Notice to Bidders, Bid Procedures and General Terms and Conditions (same for all bid commodities)
 2. Part B: Commodity Specifications
 3. Part C: Bids Forms
 - a. **Signature Page**
 - b. **Resident/non-resident bidder information**
 4. Part D: Vendor Checklist

BID AND AWARD TIMELINE:

May 14, 2014	Publication of Bids and IFB available on IMESD website http://www.intermountaininitiatives.org
June 5, 2014, 1:00 PM Pacific Time	Deadline for Bid Submittals and Public Opening of Bids
June 12, 2014	Results of the bid posted on IMESD website http://www.intermountaininitiatives.org

ACCEPTANCE OF BID SPECIFICATIONS, TERMS AND CONDITIONS

The bidder acknowledges and accepts that the specifications in Part A General Terms and Conditions in this IFB and no others will control any contract awarded unless the bidder expressly states on the BID FORM, in whole or by reference, alternate terms or conditions which the bidder wishes IMESD to consider. Any such alternate terms or conditions will constitute a variance and if found material, may subject the Bid to rejection. Any referenced alternate terms or conditions shall be attached to the Bid for consideration by IMESD.

ADDENDA TO BID DOCUMENTS

Changes to bid documents by the IMESD shall be accomplished by addenda. The bidder shall acknowledge Receipt of all addenda issued, either with the bid, or separately, in writing, prior to the time and date set for bid closing. Addenda shall be sent within a reasonable time to allow prospective bidders to consider them in preparing their bids. All addenda will be posted on InterMountain Initiatives website <http://www.intermountaininitiatives.org/initiatives/cooperative-purchasing/bids-contracts>

ORAL INSTRUCTION OR INFORMATION CONCERNING THE INVITATION FOR BIDS OR THE PROJECT GIVEN OUT BY OFFICERS, EMPLOYEES OR AGENTS OF IMESD TO PROSPECTIVE BIDDERS SHALL NOT BIND IMESD AND SHALL NOT BE RELIED UPON



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APPLICABLE LAW AND VENUE

Any dispute arising out of any of the contract documents, or out of their performance, shall be decided by litigation in the Circuit Court of the State of Oregon in the county of Owner's residence, the parties consenting to jurisdiction in said court and permanently waiving jurisdiction in any other court, state or federal. In the event of litigation the prevailing party shall be entitled to an award of reasonable attorney's fees and costs at trial and upon any appeal thereof.

BREACH OF CONTRACT

In the event that the successful bidder breaches a term of condition of a contract awarded, the IMESD may terminate the contract. In addition to the right to terminate due to the successful bidder's breach, and all other rights and remedies contained in other provisions, the IMESD reserves all its rights and remedies at law and in equity available due to the breach.

In the event that the IMESD breaches a term or condition of a contract awarded, the successful bidder's remedy shall be limited to termination of the contract and receipt of payment by the IMESD for any equipment, article, material or service provided by the successful bidder pursuant to the contract prior to the termination date.

CONTRACT

All specifications, terms and conditions contained in the Invitation For Bids shall be incorporated by reference and made a part of a contract awarded to the Successful Bidder.

COST OF BID PREPARATION

The Invitation For Bids (IFB) does not commit the IMESD to pay any costs incurred by any bidder in the submission of a bid or in making necessary studies for designs for the preparation thereof, or for procuring or contracting for the item(s) to be furnished under the IFB.

DELAYED BID CLOSING TIME/BID OPENING

The time and date set for the bid closing and bid opening will advance to the same time on the IMESD's next business day in the event that weather or other contingency causes the IMESD to be officially closed at the time and date set for the bid closing and bid opening.

DISCRIMINATION

The bidder agrees not to discriminate against any client, employee or applicant for employment or for services because of race, religion, color, national origin, sex, gender preference, or age with regard to any term of employment including, but not limited to, the following: employment upgrading, demotion or transfer, recruitment of recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and rendition of services.

FACSIMILE (FAXED) OR EMAILED BIDS

IMESD *will not* accept telephone facsimile bids or signatures, or emailed bids.

FAILURE TO EXECUTE CONTRACT

Failure on the part of the bidder to whom the contract is awarded to execute the contract and to deliver the contract and any required performance bond shall be just cause for cancellation of the award, withdrawal of the contract and forfeiture of the bid surety. The forfeited bid surety shall become the property of the IMESD, not as penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsive and responsible bidder, or otherwise, as the IMESD in its discretion may decide.



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FAILURE TO PERFORM

In the event that the successful bidder fails to perform under a contract awarded, the successful bidder shall be liable for all costs and damages incurred by the IMESD in procuring and obtaining any similar equipment, article, material or service from other providers, and the contract awarded to the successful bidder shall be in full force to the extent not terminated. The IMESD reserves the right to terminate a contract awarded due to the successful bidder's failure to perform. Termination by the IMESD shall not affect any right, obligation or liability of the successful bidder that accrued before such termination. In addition to the right to terminate due to the successful bidder's failure to perform, the IMESD reserves all its rights and remedies at law and in equity available due to the failure to perform.

FORCE MAJEURE

The Successful Bidder shall not be held responsible for delay or default caused by fire, riot, acts of God and war which was beyond the Successful Bidder's reasonable control.

"FOREIGN" CONTRACTOR

A foreign contractor is a bidder who is not domiciled in or registered to do business in the State of Oregon. Each bidder should certify on the bid page, at the provided location, whether or not the bidder is a freight contractor. If a contract which is in excess of \$10,000.00 is awarded a bidder who is a foreign contractor shall promptly submit to the Oregon Department of Revenue information which the Department may require. Final payment on the contract shall not be made by the IMESD until the IMESD satisfies itself that such information was submitted to the Department.

The form to be submitted to the Department may be obtained by:

Telephone: (503)378-4988 (Tax Help Section), or
 Writing: Oregon Department of Revenue
 955 Center Street, NE
 Salem, OR 97310

FREIGHT ON BOARD (F.O.B.)

The price for each item shall be based upon F.O.B. destination (delivery at awarded bidder's expense to the destination required in this IFB).

HAZARDOUS CHEMICALS

The Successful bidder shall supply current MSDS for all products as required below even if these sheets have been supplied in previous years. The IMESD will accept such MSDS in the following formats with preference by the order listed:

1. In "PDF" (Adobe Acrobat File) format, e-mailed to the attention of Caryn Appler at caryn.appler@imesd.k12.or.us.
2. In an electronic format which can be downloaded from your (or a manufacturer's) website. If this option is chosen, the successful bidder shall contact Caryn Appler by e-mail at caryn.appler@imesd.k12.or.us or by phone at 541-966-3119 to indicate the website address.
3. In a hard-copy (paper) format which can be mailed or faxed to InterMountain ESD Cooperative Purchasing, Attention: Caryn Appler, 724 Airport Road, Pendleton, OR 97801 (fax number 541-966-3205).

The IMESD will need MSDS and labels for certain products defined as hazardous chemicals by the State of Oregon in accordance with ORS 654.025(2) and 656.726(3). The successful bidder has the responsibility to determine such products and to provide MSDS and labels for such products. The MSDS shall be received by the IMESD by or at the time of the initial shipment of such products.

These requirements have been determined by the State of Oregon Workers Compensation Department, and published as Oregon Administrative Rules 437, Division 2 Hazard Communication, which is included herein and is hereby made Part A: General Terms and Conditions. This document is available from Hazard Communication Coordinator, Accident Prevention Division, State of Oregon,



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Labor and Industries Building, 350 Winter St. NE, Salem, OR 97310, phone: (503) 378-3272 or (800) 922-2689 any local Accident Prevention Division Office.

HOLD HARMLESS

The successful bidder shall indemnify, hold harmless, and defend the IMESD from any and all liabilities, settlements, losses, penalties, costs, expenses, attorney fees (including attorney fees on appeal) in collection with any action, suit or claim based upon or allegedly based upon, resulting from or allegedly resulting from the successful bidder's negligence, omission, activities or services provided pursuant to a contract awarded to such bidder.

IMMATERIAL VARIANCES

The IMESD reserves the right to determine if any equipment, article, or material complies substantially in quality and performance with the specifications, is acceptable to the IMESD, and if any variance listed in the bid is material or immaterial.

INVESTIGATION

The bidder shall make all investigations necessary to be informed regarding the item(s) to be furnished.

INVOICES

Invoices shall be submitted in duplicate (one copy to be marked "original") and must contain the following information:

1. Purchase order number (if any)
2. Item numbers
3. Description of supplies or service by item
4. Quantities
5. Unit prices
6. Extended totals.

Invoices must also state the unit or department to which the merchandise was shipped. Bill to: InterMountain Education Service IMESD, 2001 SW Nye, Pendleton, Oregon 97801.

LATE BIDS

Bids received after the time and date set for bid closing will be returned to the bidder unopened.

LATEST MODEL

Parts and materials shall be of latest model and of current date. This provision excludes surplus, remanufactured and used products.

LAW OF THE STATE OF OREGON

Any contract between the IMESD and a bidder shall be entered into within the State of Oregon, and the laws of said state, whether substantive or procedural, shall apply to the contract. In addition, the contract shall be subject to the policies and rules adopted by the Board of the IMESD.

LENGTH OF OFFER

All bids shall be irrevocable for at least sixty (60) Calendar days after the bid opening date and time. No bid may be revoked after acceptance by IMESD.



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MODIFICATION OF BID AFTER AWARD

An offer to modify the bid which is received from the successful bidder after award of contract which makes the terms of the bid more favorable or advantageous to the IMESD will be considered, and may thereafter be accepted. To be effective, every modification must be made in writing on company letterhead, signed by the party signing the bid or a confirmed authorized representative and must thereafter be accepted by the IMESD in writing. The envelope containing any modification to a bid shall be marked as follows:

- "Bid Modification"
- Bid Number
- Bid Title

MODIFICATIONS OF BID BEFORE AWARD

Bids, once submitted, may be modified in writing if the modification is received in the office of the Director of Procurement prior to the time and date set for bid closing (see page 1). Any modifications shall be prepared on a Company letterhead, signed by the party signing the bid or a confirmed authorized representative and state that the new document supersedes the prior bid. This modification document must thereafter be accepted by the IMESD in writing. The envelope containing any modification to a bid shall be marked as follows:

- "Bid Modification"
- Bid Number
- Bid Title

NOTICE OF ASSIGNMENT

There can be no assignment of transfer of any interest in any contract between the IMESD and a bidder without the prior written approval of the IMESD.

"OR APPROVED EQUAL" CLAUSE

In accordance with ORS279B.215, a brand name or equal specification may be used when the use of a brand name or equal specification is advantageous to IMESD because the brand name describes the standard of quality, performance, functionality and other characteristics of the product needed by the contracting agency.

The IMESD is entitled to determine what constitutes a product that is equal or superior to the product specified, and any such determination is final.

It is not IMESD intent of this specification to exclude other processes, manufactures machinery, equipment, or materials of equal value, utility or merit. Therefore, it shall be understood that the words, "or approved equal" follow such name, designation or description, whether they are determined to do so or not.

PACKING LIST

A packing list shall be enclosed with each shipment and shall indicate the contents of the shipment by ordered item and shall include the Purchase Order number given by IMESD.

PATENTS AND COPYRIGHTS

The successful bidder agrees to protect, defend, and hold harmless the IMESD against any demand for payment for wrongful or unauthorized use of any patented or copyrighted material, process, article or device that may enter into manufacture, construction or form a part of the work covered by the contract.

PAYMENTS BY SUCCESSFUL BIDDER

In accordance with ORS 279B.220, concerning payment, contributions, liens, withholding. Every public contract shall contain a condition that the successful bidder shall:

- (1) Make payment promptly, as due, to all persons supplying to IMESD labor or material for the performance of the work provided for in the contract.



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- (2) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
- (3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- (4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.
- (5) Promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of such bidder, of all sums which the bidder agrees to pay for such services and all moneys and sums which the bidder collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- (6) Every public contract shall contain a clause or condition that all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126 (ref. also ORS 279B.230)

PAYMENT TERMS

All bids shall be offered by the bidder and shall be interpreted by IMESD as "Net." IMESD has procedures in place and makes every effort to make prompt payment.

PERMITS AND LICENSES

The successful bidder shall obtain and shall include in his bid the cost of all permits and licenses which may be required to perform the contract.

PRICING, CURRENCY

All prices must be in United States currency.

PRICES, UNIT AND TOTAL

The prices submitted shall be firm during the contract period. If unit prices are requested, they shall be shown for each unit on which there is a bid. For discrepancies between unit price and extended price, unit price shall prevail.

PRODUCT DESCRIPTION

On any product that is bid, identify the manufacturer's name and complete product number such as "Johnson & Johnson #5288". Do not say "Johnson & Johnson" or "as specified". The bid on any product, which is not clearly identified by manufacturer's name and complete product number or has an incorrect product number, may be rejected.

Each bid shall certify that the products offered meet the specification of the Invitation For Bid.

PRODUCT SAMPLES

Do not submit a sample of a bid item unless specifically requested by the IMESD. Any un-requested sample which is submitted will be considered a gift, and will be return at the vendor's cost, used or disposed of in the discretion of the IMESD. Please note un-requested samples will not be evaluated or considered when awarding.

No bid shall reference a sample in any way, unless IMESD requests it under Special Terms and conditions listed in Part B.

If a sample is requested, the awarded vendor must supply identically specified product upon delivery.



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PROTEST OF BID SPECIFICATIONS OF TERMS AND CONDITIONS (GENERAL OR SPECIAL)

Protests of bid specifications or terms and conditions shall be presented to the Director of Procurement in writing five (5) calendar days prior to bid closing. Such protest shall include the reason(s) for protest and any proposed changes. If, in the opinion of the IMESD, a change is required for the Invitation For Bids (IFB), an addendum will be issued. No protest against award because of the content of the IFB shall be considered after the deadline for submitting such protest. Envelopes containing protests shall be marked as follows:

- "Protest"
- Bid Number
- Bid Title

QUANTITIES

The IMESD does not bind itself to purchase the full quantities provided in the Invitation For Bid as Estimates. The quantities shown are estimates, are not exact, and given for the purpose of comparing bids upon a uniform basis and for allowing vendors to determine whether they are capable of delivering the estimated quantity. Payment will only be made for quantities actually ordered, delivered and accepted, whether greater or less than the stated, estimated amounts.

QUESTIONS REGARDING BID DOCUMENTS

Questions regarding this IFB from the time the IFB is published until May 31, 2013 must be submitted via email to procurement@imesd.k12.or.us. Questions and answers will be posted on InterMountain Initiatives website <http://www.intermountaininitiatives.org/initiatives/cooperative-purchasing/bids-contracts>.

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RESIDENT/NON-RESIDENT BIDDER

In determining the lowest responsible bidder the IMESD will, in accordance with ORS 279A.120, add a percent increase on the bid of a non-resident bidder equal to the percent, if any, of the preference given to that bidder in the state in which the bidder resides. **The bidder must provide the resident/non-resident bidder information on the bid page or the bid will be rejected as non-responsive.**

RIGHT TO REJECT BIDS

The IMESD may reject any bid not in compliance with all prescribed public bidding procedures and requirements, including its own rules, specifications and conditions, and may reject any or all bids upon a finding of the IMESD it is in the public interest to do so.

RIGHT TO WAIVE IRREGULARITIES

The IMESD reserves the right to waive any immaterial irregularity.

SEVERABILITY

The parties agree that if any term or provision of a resultant contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

SPECIAL CONDITIONS

Where special terms and conditions are written in the specifications, these special conditions shall supersede any conditions which are listed under the "Part A: General Terms and Conditions" and which are inconsistent with the special conditions.



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SUBCONTRACTING

The successful bidder shall neither subcontract with others for any of the work required in the contract awarded, nor assign any of the bidder's rights acquired resulting from such contract without obtaining prior written consent of the IMESD. The IMESD by the award of a contract incurs no liability to third persons for payment of any compensation provided in the contract to the bidder. Any attempted assignment of the rights under the contract without the written consent of the IMESD shall be void. Nothing contained herein shall be construed to entitle any other party to be a third party beneficiary of the contract.

TAXES

Taxes, whether State or Federal, shall not be included in bid prices. Our Employer Identification No: 93-6000924 indicated our tax exemption status as a political subdivision. Contractor must certify compliance with the Oregon tax laws in accordance with ORS 305.385 when applicable.

WAIVER

The failure of the IMESD to enforce any provision of a resultant contract shall not constitute a waiver by the IMESD of that or any other provision.

WITHDRAWALS

Bids may be withdrawn by written notification on company letterhead, signed by an authorized person and received prior to the time and date set for bid closing. The envelope containing any withdraw to a bid shall be marked as follows:

- "Bid Withdrawal"
- Bid Number
- Bid Title