



BID AGREEMENT FORM

CONDITION OF BIDDING

1. **Item Condition.** The item(s) advertised by Lewis-Clark State College (LC State) and for sale by bid is sold AS-IS and does not include any express or implied warranties, including any warranty of merchantability or fitness. LC State shall strive to make its best effort to assist interested parties in obtaining information about the item for sale; however, the bidder agrees that it is their responsibility to inspect the item and accepts the item in its current condition without any warranties or guarantees, expressed or implied.
2. **Bid Submittal.** Bids must be signed by an authorized signatory of the bidder and be delivered or mailed to the address below or emailed to purch@lcsc.edu, no later than the bid closing date and time. No verbal bids will be accepted. By submitting a bid, the bidder agrees to purchase the item(s) specified above for the bid amount below.
 - Mail/Delivery address:
Lewis-Clark State College
Purchasing
500 8th Ave
Lewiston ID 83501
3. **Terms of Sale.** The successful bidder shall be provided an email "Notice of Award" within ten (10) business days after the bid closing date. Bidder agrees that emailing the provided email address shall constitute proper notice under this Agreement. The successful bidder shall make full payment with cash, check or credit card (credit card payments will be subject to an additional processing fee) to LC State and shall arrange to pick up the item within ten (10) days of the Notice of Award. Bidder agrees to pay all required sales tax in addition to the bid amount.
4. **Transportation.** The bidder agrees to bear all expenses and liability associated with the removal, transportation, and delivery of the item. The bidder shall follow LC State instructions for access of item.
5. **Default of Sale.** Bidders who have not paid for the Item within the timeline provided shall forfeit their claim to the Item and shall not be eligible to bid on future items for a period of one year. If Item is not picked up within the timeline provided, payment for the Item may be retained, in whole or in part, by LC State for damages. If bidder forfeits claim to bid, LC State may, at its discretion, offer the Item to the next highest bidder.
6. **Indemnification.** Bidder agrees to defend, indemnify, and hold LC State harmless from any and all losses or claims that may result in LC State arising from or related to the bidder's use, operation, transportation, or possession of the Item.
7. **Other.** This Agreement and all sales are subject to LC State standard terms and conditions located at <https://www.lcsc.edu/purchasing/vendors>.

This Agreement shall be governed by the laws of the State of Idaho.



By signing below the bidder acknowledges they have read, understand, and agree to abide by all terms and conditions of this bid agreement.

BIDDERS NAME: _____

PHONE#: _____ EMAIL: _____

ADDRESS: _____

ITEM #1: BID AMOUNT ITEM #1:

ITEM #2: BID AMOUNT ITEM #2:

ITEM #3: BID AMOUNT ITEM #3:

ITEM #4: BID AMOUNT ITEM #4:

ITEM #5: BID AMOUNT ITEM #5:

ITEM #6: BID AMOUNT ITEM #6:

(Attach a separate page if more space is needed)

BIDDERS SIGNATURE: _____ DATE: _____