

**INVITATION TO BID**

**Surplus Property**

**ITB Closing (Due Date & Time)**

**April 13th at 2:00pm**

**Issued by**

**Sherman County School District**

**65912 High School Loop**

**Moro, Oregon 97039**

**SURPLUS PROPERTY INVITATION TO BID**

**SHERMAN COUNTY SCHOOL DISTRICT**

**GENERAL INSTRUCTIONS FOR BIDDING ON SURPLUS PROPERTY**

**Introduction**

At the March 14, 2016 Regular Board Meeting of the Sherman County School District, the Board of Directors for Sherman County School District declared the following items to be offered as surplus:

(1) Milk Cooler

(3) Electric Retractable Cord Reels

(1) Shop Desk with Missing Drawer

(1) Nonfunctioning Floor Jack

The process of selling these surplus items will be done through a sealed bidding process. This allows for a fair and open sale for interested parties. Bidders may view the items in advance of the sale by calling (541) 565-3500 and making an appointment with the Sherman County School District office. Sealed bids shall be delivered to the Sherman County School District in Moro prior to 2:00 p.m. on **Wednesday, April 13, 2016**. At

2:01 p.m. all bids will be read aloud in the meeting room of the Sherman County Public/School Library.

* By bidding, a potential purchaser is confirming their acceptance of these terms and conditions;
* All items are offered "As-Is" and "Where-Is" with no warranty or other guarantee as to its condition or fitness for any use or purpose;
* Purchaser agrees to remove surplus items within fourteen (14) days of winning the bid;
* Cash or checks will be accepted and must be made payable to Sherman County School District;
* There shall be no refunds and all sales are final.

This Solicitation is issued pursuant to ORS 279A, ORS 279B and the Oregon Attorney General Model Rules Divisions 46 thru 49.

The term "District" throughout this document means the Sherman County School District, the term “Bidder” means a person, business or enterprise that submits a Bid in response to this Solicitation, and the term “Purchaser” means the Bidder awarded a contract as a result of this Solicitation.

**Submittal Information**

Bids must be delivered to the office designated on the Bid Proposal Page, on or before the time mentioned herein. Any bid received after the established opening time will not be considered, and will be returned to the bidder. Electronic emailed bid submittals are acceptable.

Bids must be valid for a minimum of 30 days after the opening date.

Bidders may inspect the items offered for sale by appointment by contacting the Sherman County School District office by phone at 541-565-3500.

Sherman County School District reserves the right to reject any or all bids received, to award any or all of the various items to separate bidders, to waive any informalities in the bids, and to award as best serves the interest of the District and the Public.

The Bid Proposal Form must be filled out legibly with all erasures, strikeovers, and corrections initialed by the person signing the proposal. The proposal must clearly identify the name and address of the bidder and must be signed.

**Disclaimer of Warranty**

All items are sold AS-IS, with all faults. The Seller makes no warranty, express or implied with respect to the condition of the goods for sale. SELLER SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES OF HABITABILITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

The property is being offered “as is” and “where is” without representation, warranty or guarantee as to quality, character, condition, size or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim for any allowance or deduction upon such grounds will be considered once bids have been awarded.

**Payment**

Within one week from date of notification of award, the successful bidder must make payment in full for all items awarded. All payments are to be by Certified or Cashier's check, made payable to **"Sherman County School District."**

Any material, equipment or other items bid upon must be removed by the successful bidder within 14 calendar days from date of notification of award, unless stated otherwise under special instructions.

Purchaser shall provide all labor, materials, equipment, transportation and services necessary and/or required to execute the safe removal, transport, relocation and use of purchased property.

Should the apparent successful bidder default or fail to complete the transaction, another bid solicitation may be scheduled or, at Sherman County School District’s option, the property will be offered to the next highest qualified bidder.

**Hazardous/Toxic Substances**

The Purchaser shall abide by all local, state and federal laws and regulations pertaining to the use, transport, handling, reclamation, and disposal of hazardous or toxic substances.

**Indemnification/Hold Harmless**

Purchaser acknowledges that pursuant to the terms of the Invitation for Bid and by signing the Bid Form, the Purchaser is wholly responsible for the safety of all persons and property during the course of removal, relocation and use of the purchased property. Purchaser assumes the risk of all damages, loss, cost, penalties and expense and agrees to indemnify, defend and hold harmless Sherman County School District, from and against any and all liability which may accrue to or be sustained by Sherman County School District on account of any claim, suit or legal action made or brought against Sherman County School District for the death of or injury to persons (including Purchaser's or subcontractor's employees) or damage to property involving Purchaser, or subcontractor(s) and their employees or agents, or for any other cause arising out of and in connection with the purchase, removal, relocation or use of the property except for injuries or damages caused by the sole negligence of Sherman County School District.

**Attachment 1**

**BID PROPOSAL FORM**

**SURPLUS PROPERTY SALE**

|  |  |
| --- | --- |
| DESCRIPTION OF PROPERTY FOR SALE  | BID PRICE |
| 1. Milk Cooler
2. Electric Retractable Cord Reels
3. Shop Desk with Missing Drawer

(1) Nonfunctioning Floor Jack |   |
|  $ $ \_\_\_\_\_\_\_\_ / Each$$ |  |

The Undersigned hereby agrees to purchase any or all items described above in accordance with all instructions, terms and conditions of this “Bid Submittal Form”, and the “Specification Terms and Conditions”:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Proposer: |  |  | Phone: |  |
| Address: |  |  |  |
| PrintedName/Title |  |  | Fax: |
| Signed: |  |  | Date: |
| Email: |  |  |  |  |

Attachment 2

**Indemnification--Hold Harmless Agreement**

 **TO (PURCHASER/RECIPIENT):**

Indemnification--Hold Harmless

Purchaser/Recipient acknowledges that pursuant to the terms of this agreement, Purchaser/Recipient assumes the risk of all damages, loss, cost, penalties and expense and agrees to indemnify, defend and hold harmless Sherman County School District, from and against any and all liability which may accrue to or be sustained by Sherman County School District on account of any claim, suit or legal action made or brought against the Sherman County School District for the death of or injury to persons (including Purchaser/Recipient’s or subcontractor’s employees) or damage to property involving Purchaser/Recipient, or subcontractor(s) and their employees or agents, or for any other cause arising out of and in connection with or incident to the receipt of the surplus property that is the subject of this agreement except for injuries or damages caused by the sole negligence of Sherman County School District. This indemnification extends to the officials, officers and employees of Sherman County School District and also includes attorney’s fees and the cost of establishing the right to indemnification thereunder in favor of the City of Tacoma.

**ITEM(S):**

**PURCHASER/RECIPIENT NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**CITY & STATE: ZIP CODE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PHONE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**SIGNATURE: DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

All items are sold/donated/salvaged AS-IS and WHERE-IS, with all faults. Freight costs and arrangements are the responsibility of the Purchaser/Recipient. Sherman County School District makes no warranty, express or implied, with respect to the condition of the goods. Sherman County School District specifically DISCLAIMS ANY AND ALL Uniform Commercial Code (UCC) WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.