

**INVITATION TO BID**

**Surplus Property**

**ITB Closing will take place**

**Wednesday, August 23, 2017**

**from 9:00 am until 6:00 pm**

**Sherman County School District**

**65912 High School Loop**

**Moro, Oregon 97039**

**SURPLUS PROPERTY INVITATION TO BID PACKET**

**SHERMAN COUNTY SCHOOL DISTRICT**

**GENERAL INSTRUCTIONS FOR BIDDING ON SURPLUS PROPERTY**

**Introduction**

At the August 14, 2017 Regular Board Meeting of the Sherman County School District, the Board of Directors for Sherman County School District declared an extensive list of items as surplus. (Attachment 3)

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 during the open bid period from 9:00 am – 6:00 pm on Wednesday, August 23, 2017 in the Sherman County School cafeteria and parking lot. Sealed bids shall be delivered to a designated Sherman County School District representative at the District Office in Moro prior to 6:00 p.m. on Wednesday, August 23, 2017. Bids received after 6:00 p.m. will be invalid.

Bids will be opened in the meeting room of the Sherman County Public/School Library at 9:00 am on Thursday, August 24, 2017 and winning bidders will be notified as soon as possible.

* 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 **three (3) 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 Sherman County School District Office, on or before the time mentioned herein. Any bid received after the established closing time will not be considered, and will be returned to the bidder. Electronic emailed bid submittals are acceptable so long as they are accepted before 6:00 p.m. on Wednesday August, 23, 2017.

Bidders may inspect the items offered for sale during the open bidding period or 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**

By Monday, August 28, 2017 at 10:00 am, the successful bidder must make payment in full for all items awarded. All payments are to be paid by cash or check payable to **"Sherman County School District."**

Any material, equipment or other items bid upon must be removed by the successful bidder by Monday, August 28, 2017 at 10:00 am, 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**

The undersigned hereby agrees to purchase any or all items described below in accordance with all instructions, terms and conditions of this “Invitation to Bid Surplus Property”, and the “Indemnification – Hold Harmless Agreement”:

**Please print neatly**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Name: (Printed): |  |  | Phone: |  |
| Address: |  |  |  |
| Email: |  |  | Fax: |
| Signed: |  |  | Date: |

|  |  |  |
| --- | --- | --- |
| Item ID | Description | YOUR HIGHEST & BEST OFFER |
|  |  | $ |
|  |  | $ |
|  |  | $ |
|  |  | $ |
|  |  | $ |
|  |  | $ |
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|  |  | $ |
|  |  | $ |
|  |  | $ |
|  |  | $ |
|  |  | $ |

Additional Attachment 1 Pages are available at the District Office

**YOU MUST ALSO sign the Indemnification – Hold harmless Agreement**

**on the back of this page**

**otherwise your bid will be invalid**

Attachment 2

**Indemnification--Hold Harmless Agreement**

 **TO (BIDDER):**

Indemnification--Hold Harmless

Bidder acknowledges that pursuant to the terms of this agreement, Bidder 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 Sherman County School District.

**PRINTED BIDDER NAME:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**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.

Attachment 3

The following list is not inclusive of all items that may be represented for bid on

the date of the sale. Descriptions are general and may not be exact.

**Musical Instruments sold separately including but not limited to:**

Various Drums

Various String Instruments

Various Brass Instruments

Sound System Speakers

Various Sheet Music

Other Miscellaneous Music Items

**Kitchen Equipment/Accessories sold separately including but not limited to**:

Various size Pots/Pans

Various size trays

Meat Slicer

Various Utensils/Accessories

Other Miscellaneous Kitchen Items

**Furniture and Equipment sold separately including but not limited to**:

John Deer Riding Lawn Mower

50” Lawn Sweeper

10” Dewalt Chop Saw

8 ¼’ Portable Table Saw

5” Delta Bench Grinder

Drafting Arms

Rollup Door

Wax Master

Various Photography Equipment/Cameras

Various Sports Equipment

Various Desks

Various Size Tables

Various File Cabinets

Various Cork Boards

Various Mini Blinds

Various Chairs/Stools/Rolling Chairs

New Metal Door Frames

4’ Fluorescent Light Fixtures

Movie Projector

Overhead Projectors

Record Player

Carts

Laminator

TV

Various Other Miscellaneous Furniture and Equipment