

Central Oregon Irrigation District

SEALED BID

Surplus Property

CLOSING DATE

December 8, 2017

3:30 pm (PT)

Bid Agreement Form

(Must be completed and attached to the Bid Sheet)

I (the "Buyer") agree to purchase the items for which I have entered bid amounts in the "Amount Bid" column below. I certify that I am at least 18 years of age, and that I have physically inspected the property offered to my satisfaction. I understand that by bidding, I am making an enforceable offer to contract for the items bid, and I am agreeing to buy what I bid on in an "AS IS, WHERE IS" CONDITION AND THAT THERE IS NO GUARANTEE OR WARRANTY, EITHER EXPRESS OR IMPLIED. My signature below certifies that I have read this statement and agree to all terms and conditions of sale contained or referenced in this document. If I do not comply with these requirements, my bid will be rejected. If I fail to honor the purchase of these items, I acknowledge that the COID may pursue legal action for specific performance of the contract.

CENTRAL OREGON IRRIGATION DISTRICT MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE QUALITY, CHARACTER, SIZE, OR DESCRIPTION OF THE PROPERTY OFFERED, OR ITS FITNESS FOR ANY USE OR PURPOSE. Refunds or exchanges are not allowed and will not be considered. By your signature, you are agreeing to purchase the items you bid on in an "as is, where is" condition with all faults, whether revealed or not. You also acknowledge that Central Oregon Irrigation District is excluding all implied warranties under the Uniform Commercial Code, or similar laws, including without limitation, the fact that the implied warranties of merchantability and fitness are expressly excluded. **Central Oregon Irrigation District reserves the right to reject any or all bids and to waive any informalities.**

INSPECTION OF PROPERTY: The property offered may be inspected by contacting Allen Goodman, Shop Supervisor, at (541) 548-4306 between the hours of 8:00 am to 3:00 pm (PT) to arrange an appointment.

BID SUBMITTAL: Bids must be signed by an authorized signatory of the bidder, and be delivered by mail or in person in a sealed envelope not later than the bid closing date shown on the face of this document to Central Oregon Irrigation District, 1055 SW Lake Ct, Redmond, Oregon, attention: Sealed Bid – Sale of Surplus Property. Minimum bid requirements will be posted per vehicle. Minimum bid requirements are based on average "trade in to dealer" values. Bids e-mailed or otherwise electronically submitted cannot be accepted and will be rejected.

BID OPENING: Bids will be opened at Central Oregon Irrigation District, 1055 SW lake Ct, Redmond, Oregon at 8:00 AM on December 11, 2017. Bidders are not required to be present at the bid opening. Successful bidders will be notified by telephone, e-mail, or U.S. mail.

BID AWARD: Bids will be reviewed and awards made or bids rejected at Central Oregon Irrigation District at 8:00am on December 11, 2017. In the event of a tie bid the earliest bid will be the tie breaker.

PAYMENT AND REMOVAL OF PROPERTY: Payment is by cash, cashier's check, certified check or money order made payable to the Central Oregon Irrigation District. Full payment must be received and the property removed from COID premises at the buyer's expense no later than 4:00 pm (PT), Friday, December 15, 2017. COID may reclaim ownership of any item not removed by that time. Security and other building or access restrictions may apply to the removal of the property, and must be coordinated by the bidder with Allen Goodman at (541) 548-4306 during normal business hours. The buyer is responsible for all title and registration fees associated with property purchased. The buyer is responsible for providing proper safety devices and equipment, licenses and permits to meet all government safety standards and legal operating requirements, and for insuring awarded items against risk of loss while they remain on COID premises and throughout the removal process. The Buyer agrees to provide adequate liability insurance while on COID property for the purpose of removal of goods, and will indemnify and hold harmless COID, its agents and employees from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees, arising out of their presence on COID property for the purpose of removing purchased goods, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including losses of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Buyer, anyone directly or indirectly employed by the Buyer or anyone for whose acts the Buyer may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

I CERTIFY THAT I HAVE READ this bid solicitation document carefully and agree to abide by all of the terms and conditions contained or referenced herein:

(Print name above)
(the Buyer)

(Print address above)

(Telephone #., incl. area code)

(Print e-mail address above)

(Date)

(Signature)
(the Buyer)

(Corporate officer title, if appropriate)

