



Waldport High School



Sealed Bid Application
Tiny House Shell & Trailer
Located at 3000 Crestline Drive, Waldport, OR 97394

Estimated Materials Value (does not include labor): \$18,539

Minimum Bid: \$10,000

NAME

ADDRESS

PHONE

EMAIL

I hereby bid \$_____ for the Tiny House Shell and Trailer.

If I am the successful bidder, I agree to pay a deposit of ten percent (10%) of bid purchase price as earnest money by 4:30 pm, Friday April 12, 2019. Failure to do so will void my bid and sale may be awarded to another bidder.

I have received, read, understand and agree to be bound by the attached terms and conditions of this offer, including the attached sample purchase agreement. I agree to assume all risks and responsibilities associated with the use of the Tiny Home Shell and Trailer realizing that the construction has been completed by students of Waldport High School, who are not construction professionals. The Tiny House Shell and Trailer and any materials used are provided to you **“AS IS/WHERE IS”** without any express or implied warranties of any kind, including but not limited to any **implied warranty of merchantability** or **fitness for a particular purpose**. If awarded a sale contract, I will be responsible for removing the Tiny House Shell and Trailer from District property at my expense no later than 30 days after signing a purchase agreement. The District makes no representations or warranties of any kind with respect to the Tiny House Shell and Trailer or any materials used on it. **If the Tiny House Shell and Trailer or parts prove to be defective or unfit for a particular purpose, I assume the entire cost of all necessary servicing, repair, licensing or permits.**

SIGNATURE

SIGNATURE

Due April 10, 2019 by 4:30 pm to: LCSD District Office, PO Box 1110, 1212 NE Fogarty St, Newport, OR 97365

TERMS & CONDITIONS – Waldport High School Tiny House Shell & Trailer Sealed Bid Process

Written sealed bids must be submitted on the **WALDPOR T HIGH SCHOOL SEALED BID APPLICATION** form by mailing to:

Lincoln County School District – WHS Sealed Bid
Attn: Kim Cusick, Business Services Director
PO Box 1110, Newport, OR 97365

-Or- delivering form to: Lincoln County School District – WHS Sealed Bid
Attn: Kim Cusick, Business Services Director
1212 NE Fogarty, Newport, OR 97365

Bid forms must include bidder's name, address, phone number, email, amount of bid and signature. It is the bidder's sole responsibility to ensure that their **SEALED BID FORM is received** by Kim Cusick, Business Services Director, Lincoln County School District (District) **before 4:30 pm on April 10, 2019**. No verbal or email bids will be accepted.

REVIEW SEALED BIDS: All sealed bids will be opened and reviewed by Kim Cusick, Business Services Director or designee on April 10, 2019 at 4:45 pm. Seller reserves the right to accept or reject any bid/offer.

AWARD OF CONTRACT: At the conclusion of the sealed bid process, the District may award the sale of the property to the accepted bidder. In the event of a tied bid, the District will ask the tied bidders to submit a final and best offer to break the tie bid. Successful bidder will be notified by phone and/or email by 4:30 pm April 11, 2019. At the time of an acceptable offer, Seller and Buyer will immediately enter into a Purchase Agreement. Buyer will pay a deposit of ten percent (10%) of purchase price as earnest money by 4:30 pm, Friday April 12, 2019. Failure to do so will void Buyer's bid and sale may be awarded to another bidder.

The Buyer shall then have three (3) business days after receipt of the Purchase Agreement to execute and return the Purchase Agreement with **no contingencies**, with the balance of the purchase price payable to Lincoln County School District. Closing date of sale will be on or before **30 DAYS** after the execution of a signed Purchase Agreement and deposit of funds. Buyer will remove the Tiny House and Trailer at their expense from District property no later than 30 days after signing a purchase agreement. If Buyer fails to remove Product timely, \$100 per day storage fees shall be paid by Buyer to the District until Product has been removed from District property.

BIDDING ELIGIBILITY: All persons submitting a sealed bid must be at least 18 years of age or older and have full authority to bid on the product either solely or as a representative of the bidding entity. Anyone submitting a bid acknowledges they are making a legal and binding offer to purchase the subject product and agree to be bound by the Terms and Conditions as set herein and in the purchase agreement.

For questions regarding specifications or to arrange a viewing please contact:



Waldport High School
PO Box 370
3000 Crestline Dr., Waldport, OR 97394
541-563-3243



Lincoln County School District

Waldport High School Tiny House Shell & Trailer Liability Release Form & Sales Agreement

In consideration for the sale of the following Tiny House Shell and Trailer ("Product") to me by Lincoln County School District ("District"), I enter into this agreement ("Agreement") with the District. **I do hereby voluntarily:**

1. Agree to assume all risks and responsibilities associated with the use of this Product realizing that the construction of the Product has been completed by the students of Waldport High School, who are not who are not construction professionals

2. **Agree to hold harmless, waive, release, indemnify, defend, and discharge the District from all liability for any loss, and claims, including claims for any negligent actions of the District or its employees or agents, to the fullest extent allowed by law, for myself, my estate, my heirs, my administrators, my executors, my assignees, and my successors. I also agree to release, exonerate, discharge and Hold Harmless the District, its Board of Directors, the individual members thereof, and all officers, agents, employees, volunteers, and representatives from liability for any loss regardless of cause, claims, causes of action, or demands, including attorney fees, arising out of injuries of any kind to me or my property, or losses of any kind which may result from or in connection with the construction or sale of the Product, up to and including injuries stemming from the negligent actions of the District or its employees or agents. I further certify and represent that I have the legal authority to waive, discharge, release, and hold harmless the District.**

3. Agree to remove the Product at my sole expense from District property no later than 30 days after signing a purchase agreement. If I fail to do so I will pay \$100 per day storage to the District until the Product has been removed from District property.

DISCLAIMER OF WARRANTIES: Any Product sold under this Agreement and any materials used are provided to you **"AS IS"** without any express or implied warranties of any kind, including but not limited to any **implied warranty of merchantability or fitness for a particular purpose**. The District makes no representations or warranties of any kind with respect to the Product or any materials used on the Product. **If the Product or parts prove to be defective or unfit for a particular purpose, I assume the entire cost of all necessary servicing, repair, licensing or permits.**

SEVERABILITY: If any provision or any part of any provision of this Agreement is held to be invalid or legally unenforceable, then the remainder shall not be affected thereby and shall remain valid and fully enforceable.

I have read this Agreement, and I understand it fully. I understand that it is legally binding, and I understand that I am agreeing to indemnify the District, including its agents, for injuries, damages, or losses I may suffer due to the District's negligence.

Date of Sale: _____	Purchase Price: _____	
Product ID #: <u>WHSTH001</u>	Deposit Paid: _____	Date Received: _____
	Balance Due: _____	Date Received: _____

Buyer (print name)	Buyer Signature	Date
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Buyer (print name)	Buyer Signature	Date
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District Representative (print name)	District Authorized Signature	Date
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Title