

COVINA-VALLEY UNIFIED SCHOOL DISTRICT

PUBLIC AUCTION OF SURPLUS EQUIPMENT

PURSUANT TO EDUCATION CODE SECTION 17545

BID PROCESS SUMMARY

Covina-Valley Unified School District (“District”) intends to sell Miller PerformArc PA250M Robotic Welding System to the highest responsible bidder through a public auction pursuant to Education Code section 17545 and the terms and conditions set forth herein.

PUBLIC INSPECTION

The Miller Robotic System will be made available for public inspection at the address below on **March 16, 2021 between 9:00 A.M. and 11:00 A.M.**

Trade Tech Academy
231 E. Stephanie Drive
Covina, CA 91723

During this public inspection, interested parties will be authorized to visually inspect the Miller Robotic System but will not be authorized to use the Miller Robotic System.

BID PROCESS

The District will complete the sale of the Miller Robotic System through a public auction process in accordance with Education Code section 17545 as follows:

1. Written bids may be submitted to the District on the attached Bid Form before **March 23, 2021 at 1:00 P.M.** at the following address, via electronic mail to rharbert@c-vusd.org or mail:

Covina-Valley Unified School District
Purchasing Department
519 E. Badillo Street
Covina, CA 91723

2. The District’s bid opening will be held on **March 23, 2021 at 1:00 P.M.**. The highest bid will be awarded the Miller Robotic System.

By submitting a bid, all bidders confirm that they will execute the attached Purchase Agreement and comply with all terms set forth therein. These terms include, but are not limited to, the following: 1) The Miller Robotic System must be purchased in an “as-is” condition and 2) All bidders must release the District from any claim of harm caused by, or related to, the Miller Robotic System. If the highest bidder fails or refuses to execute the Purchase Agreement, the District reserves the right to enter into the Purchase Agreement with the next highest bidder or otherwise pursue the sale of the Miller Robotic System as authorized by the Education Code.

The District will not accept late or incomplete bids. It is each bidder’s responsibility to ensure its bid is timely delivered and received at the location designated above. If you have any questions, please contact the District Contact identified above in writing via email.

BID FORM

1. CASH PURCHASE PRICE IN WORDS AND NUMBERS FOR MILLER PERFORMARC PA250M WELDING SYSTEM.

_____(\$_____)

2. BIDDER HEREBY CONFIRMS THAT IT WILL ENTER INTO AN AGREEMENT TO PURCHASE THE MILLER WELDING SYSTEM IDENTIFIED HEREIN IN THE FORM OF THE PURCHASE AGREEMENT ATTACHED HERETO

The undersigned hereby declares that all of the representations of this bid are true and correct and made under the penalty of perjury under the laws of the State of California.

Proper Name of Bidder

Address

By: _____
Signature of Bidder

Date: _____

Its: _____
Title of Bidder

Email: _____

Tel: _____

NOTE: *If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agent; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.*

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (“AGREEMENT”) is entered into this ____ day of _____, between the Covina-Valley Unified School District (“DISTRICT”) and _____ (“BUYER”) (collectively the “Parties”).

This AGREEMENT is made with reference to the following facts:

- A. DISTRICT desires to sell to BUYER, pursuant to the terms set forth herein, Miller PerformArc PA250M Robotic Welding System, deemed to be surplus property by the DISTRICT pursuant to Education Code section 17545 (hereinafter the “PROPERTY”).
- B. BUYER desires to purchase from DISTRICT the PROPERTY AS-IS and in the condition presently found, despite any defects or damage to the PROPERTY which may exist.

For good and valuable consideration, the receipt of which the parties hereby acknowledge, the Parties agree as follows:

1. Terms.

a. Price and Removal. DISTRICT agrees to sell the PROPERTY to BUYER and BUYER agrees to purchase the PROPERTY from DISTRICT for _____ (“Purchase Price”). BUYER shall be responsible for all costs associated with the removal of the PROPERTY. BUYER shall coordinate its removal of the PROPERTY from DISTRICT property with DISTRICT staff.

b. Release. BUYER hereby waives, releases and forever discharges the DISTRICT, its officers, directors, employees, agents and representatives from and against any and all actions, causes of action, actual or potential claims, liabilities, demands, damages, losses, costs and expenses of any nature whatsoever, whether known or unknown, fixed or contingent arising out of or in any way related to the PROPERTY, including any injury or damage to any property arising from the operation or testing of the PROPERTY at any time.

c. AS-IS. The PROPERTY is being sold “AS IS” and with all faults, whether patent or latent. The entire risk as to the quality, condition and performance of the PROPERTY is with BUYER. Accordingly, DISTRICT makes no warranty, express or implied, and BUYER disclaims any warranty of any other kind, including any warranty of merchantability or fitness for a particular purpose or any guarantee that the PROPERTY will work as advertised or originally intended. Should the PROPERTY prove defective, damaged, faulty, flawed or imperfect in any way following its purchase, BUYER and not DISTRICT assumes the entire cost of all necessary servicing, replacement, disposal or repair. BUYER is assuming all risk associated with the PROPERTY and BUYER releases DISTRICT from any liability arising out of use or condition of the PROPERTY, as provided for in this AGREEMENT.

The provisions of Sections 1(b) and 1(c) shall survive the termination or expiration of this AGREEMENT.

2. Third Party Relationships. Nothing contained in this AGREEMENT shall create a contractual relationship with, or cause of action in favor of, any third party against the DISTRICT.

3. Entire Agreement. This AGREEMENT contains the entire understanding of the

Parties with respect to the entire subject matter hereof, and any and all prior discussions, negotiations, commitments and understandings related hereto are hereby merged herein. No representations, oral or otherwise, express or implied, other than those contained within this AGREEMENT have been made by _____ any _____ Party _____ hereto.

4. Modification of Agreement. This AGREEMENT may be supplemented, amended, or modified only by the mutual agreement of the Parties. No supplement, amendment, or modification of this AGREEMENT shall be binding unless it is in writing and signed by both Parties.

5. Binding. This AGREEMENT shall bind and inure to the benefit of the Parties hereto and to their respective successors, assigns, legatees, heirs, and personal representatives.

6. Counterparts. This AGREEMENT may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument.

7. Authority. Each Party warrants that they have the authority to execute and to enter into this AGREEMENT.

DISTRICT and BUYER evidence their full understanding of this AGREEMENT, as of the date first written above, by execution below:

COVINA-VALLEY UNIFIED
SCHOOL DISTRICT

By: _____
Its: _____

By: _____
Its: _____