Dear Sir/Madam:

Please note that the Rio Hondo Community College District intends to sell seven (7) surplus Lincoln arc welders that are no longer needed for the technology program. The process that the District is using to dispose of the surplus welders is closed bid auction. Bidders will submit their best price on a District supplied bid form and submit that bid in a sealed envelope to the District prior to 12:00 noon on Friday January 15, 2016. It will be the responsibility of the successful bidder or bidders to arrange transportation of their purchase.

The Bid Package is available online at the Rio Hondo Community College District Website at http://www.riohondo.edu/finance-and-business/doing-business-with-rhc/current-or-recent-bids-and-rfps/ or may be picked up in person at the Rio Hondo Community College District's Contract Management and Vendor Services Office, located at 3600 Workman Mill Road, Building A, Room A122, Whittier, CA 90601 during normal business hours.

Please note that District revisions to the bid documents, and any other additional information or updates concerning the surplus sale, will be added to the Rio Hondo Community College District's website so all interested parties should periodically check the website for updates.

Written bids submitted to the District which conform to all terms of the bid package, the proposal which is the highest will be accepted.

Please note that bidders shall agree to the existing terms and conditions of the applicable Purchase Agreement which is binding upon the successful bidder.

The District invites you, and all other prospective bidders, to make a written bid for the Surplus Arc Welders.

Surplus Personal Property (Lincoln Arc Welders) are available for inspection. Inspection can be scheduled by contacting Mr. Mike Slavich, Dean of Career and Technical Education Phone: (562) 463-7368 or (562) 908-3460.

WHAT IF MY WRITTEN BID PROPOSAL IS NOT SUBMITTED BEFORE 12:00 P.M., BY THE CLOCK IN THE BUSINESS SERVICES DEPARTMENT, ON THE DAY OF THE BID HEARING?

Pursuant to the Bid Package materials, if a written bid is not received before 12:00 p.m., by the clock in the Contract Management and Vendor Services Department, on the day the Bid closes, it cannot be accepted by the District representative. Failure by any potential bidder to submit a written bid proposal to the Contract Management and Vendor Services Department of the District, located at 3600 Workman Mill Road, Whittier, CA 90601 before 12:00 p.m., by the clock in the Contract Management Office, on Friday, January 15, 2016 will preclude the District from receiving such written bid proposal.

Note: The Sale and Purchase Agreement, under paragraph A, will be modified to only show those items won by the buyer.
BID PROPOSAL FORM

PURCHASE SURPLUS LINCOLN ARC WELDERS

REVERSE BID# 2044

(Seven (7) Lincoln Arc Welders)

The undersigned, as bidder, does hereby declare that he/she has examined the Purchase Agreement (the "Purchase Agreement") for the Surplus Property as defined in the Purchase Agreement, which form of Purchase Agreement is attached hereto as Exhibit "A," and as may be further defined by any addenda hereto.

The minimum bid for each of the Lincoln Arc Welders is identified in the body of this bid form.

The Bidder agrees to enter into the Purchase Agreement with Rio Hondo Community College District for the purchase of the Surplus Arc Welders in "as is" condition and according to the terms set forth in the Purchase Agreement.

Final acceptance of the highest bids, at or greater than the minimum bid price set forth in the Bid Proposal Form that comply with all material terms set forth therein and in the Bid Package, will be made on Friday December 18, 2015 or within ten (10) days. The District, or may reject any and all bids and make awards as District deems to be in the best public interest. Rio Hondo Community College District reserves the right to make non-substantive changes to the Purchase Agreement. The successful bidder shall be required to execute the Purchase Agreement and make payment within five (5) days of their notification of award.

The undersigned, as bidder, does hereby declare that he/she has examined the surplus arc welders and understands that all the surplus arc welders are sold as is where is, and without expressed or implied warranty.

Submit the signed and completed Bid Proposal Form (3-pages) in a sealed envelope to the Rio Hondo Community College District – Contract Management and Vendor Services Department, 3600 Workman Mill Road, Whittier, CA 90601, prior to 12:00 noon on Friday January 15, 2016. Mark/Write on the outside of the envelope: Bid for Surplus Property.

Any and all Addenda (if any) issued during the bid period and is thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: (Bidder to list all addenda) if any.

ADDENDUM NO. ADDENDUM NO. DATE RECEIVED --------
ADDENDUM NO. DATE RECEIVED --------
ADDENDUM NO. DATE RECEIVED --------
Bidder hereby bids the following amount(s) with respect to the Purchase of Surplus Property:

a. Lincoln Idealarc 250 - minimum bid amount $200
   District Asset Number 001951 - Serial Number AC-407659
   There are no known issues with this welder other than missing lead cables.
   Total Cash Purchase in Words --- ______________________________________________________________________Dollars
   Total Cash Purchase Numerically --- $________________.

b. Lincoln Idealarc 250 - minimum bid amount $200
   District Asset Number 001952 - Serial Number AC-407654
   There are no known issues with this welder other than missing lead cables.
   Total Cash Purchase Written in Words --- ______________________________________________________________________Dollars
   Total Cash Purchase Written Numerically --- $________________.

c. Lincoln Idealarc DC-400 W/LN-8 - minimum bid amount $750
   District Asset Number 100162 - Serial Number AC-640323
   There are no known issues with this arc welder, all lead cables are included.
   Total Cash Purchase Written in Words --- ______________________________________________________________________Dollars
   Total Cash Purchase Written Numerically --- $________________.

d. Lincoln Idealarc DC-400 W/LN-8 - minimum bid amount $750
   District Asset Number 100163 - Serial Number AC640322
   There are no known issues with this arc welder, all lead cables are included.
   Total Cash Purchase Written in Words --- ______________________________________________________________________Dollars
   Total Cash Purchase Written Numerically --- $________________.

e. Lincoln Idealarc DC-400 W/LN-8 - minimum bid amount $750
   District Asset Number 100165 - Serial Number AC-653106
   There are no known issues with this arc welder, all lead cables are included.
   Total Cash Purchase Written in Words --- ______________________________________________________________________Dollars
   Total Cash Purchase Written Numerically --- $________________.

f. Lincoln Idealarc DC-400 W/LN-8 - minimum bid amount $750
   District Asset Number 100167 - Serial Number AC-568539
   **This welder is known not to be fully functional**
   Total Cash Purchase Written in Words --- ______________________________________________________________________Dollars
   Total Cash Purchase Written Numerically --- $________________.

g. Lincoln Idealarc DC-400 W/LN-8 - minimum bid amount $750
   District Asset Number 100168 - Serial Number AC-564500
   There are no known issues with this arc welder, all lead cables are included.
   Total Cash Purchase Written in Words --- ______________________________________________________________________Dollars
   Total Cash Purchase Written Numerically --- $________________.

Bid Proposal Form – page 3 of 7
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: ___________________________ Date: ___________________________

Signature of Bidder

Its: ___________________________

Title of Bidder

Tel: ___________________________

Email: _________________________

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.
SALE AND PURCHASE AGREEMENT

Between

RIO HONDO COMMUNITY COLLEGE DISTRICT

and

Effective Date: December 18, 2015

THIS SALE AND PURCHASE AGREEMENT ("Agreement") is entered into as of January 15, 2016 ("Effective Date"), by and between the RIO HONDO COMMUNITY COLLEGE DISTRICT, a public community college district duly organized and existing under Chapter I of Division 3 of Title 2 of the Education Code of the State of California ("District" or "Seller" depending on context), and, a ("Buyer"). Seller and Buyer are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A Seller is the owner owns certain personal property described as:

a. District Asset Number 001951
   Lincoln Idealarc 250 Serial Number AC-407659

b. District Asset Number 001952
   Lincoln Idealarc 250 Serial Number AC-407654

c. District Asset Number 100162
   Lincoln Idealarc DC-400 W/LN-8 Serial Number AC-640323

d. District Asset Number 100163
   Lincoln Idealarc DC-400 W/LN-8 Serial Number AC-640322

e. District Asset Number 100165
   Lincoln Idealarc DC-400 W/LN-8 Serial Number AC-653106

f. District Asset Number 100167
   Lincoln Idealarc DC-400 W/LN-8 Serial Number AC-568539

g. District Asset Number 100168
   Lincoln Idealarc DC-400 W/LN-8 Serial Number AC-564500
B. Seller desires to sell to Buyer and Buyer desires to purchase from Seller, upon the terms and conditions set forth in this Agreement, the Surplus Lincoln Arc Welder(s), owned or held by Seller as District Property.

NOW THEREFORE, in consideration of the mutual agreements set forth herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

PURCHASE AND SALE OF PERSONAL PROPERTY. Subject to all the terms, conditions, and provisions of this Agreement, and for the consideration herein set forth, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Personal Property (arc welder(s) described above.

Amount of Purchase Price. The purchase price which Seller agrees to accept and Buyer agrees to pay for the Property is the sum of __________________________ DOLLARS $ __________ (the "Purchase Price").

Payment of Purchase Price. No later than 1:00 p.m. on January 22, 2016, the Buyer shall pay the total Purchase Price and remove is purchase from District Property.

Disclaimer of Warranties. Buyer has inspected the surplus property prior to submitting their bid. Buyer shall acquire the Surplus Property in its "AS-IS" – "WHERE-IS" condition and shall be responsible for any defects in the Surplus Property, whether patent or latent, including, without limitation, the physical and environmental condition of the Property. Except as expressly set forth herein, Seller makes no representation or warranty concerning the condition of the Surplus Property, the suitability of the Property for the Buyer's use, and specifically disclaims all representations or warranties of any nature concerning the Surplus Property made by it, the District and their employees, agents and representatives.

Indemnification. Buyer shall defend, indemnify and hold harmless Seller and the other Indemnified Parties from and against any and all claims resulting from Buyer's (or its representatives, agents, engineers, consultants, contractors, designees, and invitees) purchase of any surplus district property as referenced herein.

Assignment. Neither Party shall assign this Agreement nor any right or privilege either party might have under this Agreement without the prior written consent of the other Party.

Entire Agreement. Waivers and Amendments. This Agreement incorporates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties with respect to all or part of the subject matter thereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged. Any amendment or modification to this Agreement must be in writing and executed by Seller and Buyer.

Severability. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Interpretation: Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by both Parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement with venue in Los Angeles County, California.

Conflicts of Interest. No director, officer, official, representative, agent or employee of the Buyer or Seller shall have any financial interest, direct or indirect, in this Agreement.
IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date.

Seller: RIO HONDO COMMUNITY COLLEGE DISTRICT

By:

Buyer: _______________________________

Print or Type name

_________________________________________

Address

By: _______________________________

Signature

_________________________________________

Title

_________________________________________

Phone Number

_________________________________________

Email Address