



Three (3) New Box Trucks
Request for Proposal RFP 2023-02

March 10, 2023

Lincoln Unified School District
2010 W Swain Road
Stockton, CA 95207

RFP Release Date: March 10, 2023
Questions Due: Monday, March 20, 2023 at 12:00 pm
Proposals Due: Friday, April 7, 2023 at 12:00 pm

NOTICE INVITING BIDS

Lincoln Unified School District

Bid Deadline: *12:00 p.m. of the 7th day of April 2023*

Place of Bid Receipt: Lincoln Unified School District
2010 W. Swain Road
Stockton, CA 95207
Attn: Rebecca Hall
Business Services

All bids shall be made and presented only on the forms presented by the school district. Bids will be publicly opened and read at 3:00 p.m. on the 7th day of April, 2023, at the address above.

Procurement Description: Three (3) New Box Trucks

The attached requirements of this Procurement are attached and incorporated herein as “Schedule “A,” Specifications.

Miscellaneous Information

Bids shall be received in the place identified above and shall be opened and publicly read aloud at the above-stated time and place.

Each bid must strictly conform with and be responsive to the contract documents as defined in the General Conditions.

The DISTRICT reserves the right to interpret the requirements of this Procurement, determine the responsiveness of bids, waive any irregularities or informalities in any bids or in the bidding, and the option to reject any or all bids.

Each bidder shall submit with his bid, on the form furnished with the contract documents.

Each bidder’s bid must be accompanied by one of the following forms of bidder’s security: (1) cash; (2) a cashier’s check made payable to the DISTRICT; (3) a certified check made payable to the DISTRICT; or (4) a bidder’s bond executed by a California admitted surety as defined in Code of Civil Procedure Section 995.120, made payable to the DISTRICT in the form set forth in the contract documents. Such bidder’s security must be in an amount not less than ten percent (10%) of the maximum amount of bid as a guarantee that the bidder will enter into the proposed contract, if the same is awarded to such bidder, and will provide the required Performance and Payment Bonds and insurance certificates. In the event of failure to enter into said contract or provide the necessary documents, said security will be forfeited.

Each bid comprises an irrevocable offer by the respective bidder and no bidder may withdraw any bid for a period of thirty (30) calendar days after the date set for the opening of bids.

This is not a solicitation for the construction, alteration, or repair of public works Public, wherefore Public Contract Code Section 3400 is inapplicable. Notwithstanding the forgoing, the DISTRICT desires to maximize competition in all procurements to the fullest extent consistent with the needs of the DISTRICT. Accordingly, the DISTRICT shall consider requests to substitute goods to the extent the DISTRICT, in its sole discretion, deems suitable and appropriate.

No telephone or facsimile machine will be available to bidders on the DISTRICT premises at any time.

It is each bidder's sole responsibility to ensure its bid is timely delivered and received at the location designated as specified above. Any bid received at the designated location after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

Lincoln Unified School District

SCHEDULE A

Specifications

The Truck: (3)

- Must be under 26,000 to allow class C driver to drive it
- 16'ILx102"OWx96IH Alum Van Body
- Radius Front Roof Corners w/recessed LED Lights
- 2 Interior Domelights & all FMVSS Lights & Reflectors
- Mudflaps, Grab Handles and Undercoating
- LED Tail Lights and Marker Lights
- Automatic Transmission
- Air conditioning
- Power Windows
- Back Up Camera w/Monitor
- Back Up Alarm

The Box:

All 3 Trucks to include:

- Aluminum Inverted T Floor with 12"Kick Plate
- (2) Front Pipe Drains with Rubber Kazoos
- Standard height so an adult can comfortably stand up inside.
- Lower 11" and front wall hard coated for pallet protection.
- (3) Rows of E-track from front to rear placed at 13", 29" and 48" on center
- The rest of the sides with e-z wipe vinyl or plastic coating board (*easy to clean smooth white color*)
- 115 outlets at top of box so warmers can be plugged in
- Minimum 2 one right and one left (20-amp circuit) mounted high toward ceiling on wall

2 Trucks to include:

- Kemply Lined Interior in Lieu of Slat Lined Interior
- Walls, Bulkhead and Roof Covered w/Kemply
- Including 2" of Insulation
- 2500 Watt Inverter wire to truck battery. Location TBD
- (2) Duplex Plugs (1) Each Side Upper Wall Locations TBD
- Install Battery Isolator with the Inverter

1 Truck to include:

- 3/8 " Ply Lined

The Lift Gate:

All 3 Trucks:

- (Twin post 2500 lb. min capacity)
- Tommygate 89-30 EA 55 3000lb Railift 55x89x12 aluminum platform
- At least 90" Wide / At least 67" Long with taper on flat starting at 12" from end
- Hand Held Remote on inside wall bracket

INSTRUCTIONS TO BIDDERS

1. **Preparation of Bid Form.** Proposals under these specifications shall be submitted on the blank forms furnished herewith at the time and place stated in the Notice Inviting Bids. All blanks in the bid form must be appropriately filled in, and all proposed prices must be stated clearly and legibly in both words and numerals. All bids must be signed by the bidder in permanent blue ink and submitted in sealed envelopes, bearing on the outside, the bidder's name, address, and telephone number. The DISTRICT reserves the right to reject any bid if all of the above information is not furnished. It is the sole responsibility of the bidder to see that bids are received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened. It is also each bidder's sole responsibility to ensure its bid is timely delivered and received at the location designated as specified above. Any bid received at the designated location after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

2. **Bid Security.** Each bid must be accompanied by one of the following forms of bidder's security: (1) cash; (2) a cashier's check made payable to the DISTRICT; (3) a certified check made payable to the DISTRICT; or (4) a bidder's bond executed by a California admitted surety as defined in Code of Civil Procedure Section 995.120, made payable to the DISTRICT, in the form set forth in the contract documents. Such bidder's security must be in an amount not less than ten percent (10%) of the maximum amount of such bidder's bid as a guarantee that the bidder will enter into the proposed contract, if the same is awarded to such bidder, and will provide the required Performance and Payment Bonds and corresponding county clerk certificate of authority and insurance certificates. In the event that a bidder is awarded the contract and such bidder fails to enter into said contract or provide the necessary documents within thirty (30) calendar days after notification of the award of the contract to bidder, said security will be forfeited.

3. **Signature.** The bid form, all bonds, all designations of subcontractors, the Contractor's Certificate, the Agreement, and all Guarantees must be signed in permanent blue ink in the name of the bidder and must bear the signature of the person or persons duly authorized to sign the bid.

If bidder is a corporation, the legal name of the corporation shall first be set forth, together with a signature by an officer with actual authority to bind the bidder.

If bidder is a partnership, the true name of the firm shall first be set forth, together with the names of all persons comprising the partnership or co-partnership. The bid must be signed by a partner with actual authority to bind the bidder.

Bids submitted as joint venturers must so state and be signed by each joint venturer.

Bids submitted by individuals must be signed by the bidder unless an up to date power-of-attorney is on file in the DISTRICT office, in which case, said person may sign for the individual.

The above rules also apply in the case of the use of a fictitious firm name. In addition, however, where a fictitious name is used, it must be so indicated in the signature.

4. Modifications. Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the contract documents may result in the DISTRICT's rejection of the bid as not being responsive to the Invitation to Bid. **No oral or telephonic modification of any bid submitted will be considered.**

5. Erasures, Inconsistent or Illegible Bids. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the bid. In the event of inconsistency between words and figures in the bid price, words shall control figures. In the event that the DISTRICT determines that any bid is unintelligible, inconsistent, or ambiguous, the DISTRICT may reject such bid as not being responsive to the Invitation to Bid.

6. Withdrawal of Bids. Any bid may be withdrawn, either personally or by written request, at any time prior to the scheduled closing time for receipt of bids. The bid security for bids withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned upon demand therefor.

No bidder may withdraw any bid for a period of thirty (30) calendar days after the date set for the opening of bids.

7. Interpretation of Requirements. If any prospective bidder is in doubt as to the true meaning of any part of the bid documents, or finds discrepancies in, or omissions from the requirements, a written request for an interpretation or correction thereof may be submitted to the DISTRICT. The bidder submitting the request shall be responsible for its prompt delivery. **Any interpretation or correction of the contract documents will only be made by addendum duly issued, and a copy of such addendum will be mailed or delivered to each contractor receiving a set of the contract documents.** No person is authorized to make any oral interpretation of any provision in the bid documents or requirements, nor shall any oral interpretation be binding on the DISTRICT.

8. Bidders Interested in More Than One Bid. No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one prime bid for the same Procurement unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or making a prime proposal.

9. Award of Contract. The DISTRICT reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. The award of the contract, if made by the DISTRICT, will be by action of the governing board and to the lowest responsible and responsive bidder therefor from among those bidders responsive to the call for bids. In the event an award is made to bidder, and such bidder fails or refuses to execute the contract and provide the required documents within thirty (30) calendar days after notification of the award of the contract to bidder, the DISTRICT may award the contract to the next lowest responsible and responsive bidder or release all bidders.

10. Evidence of Responsibility. Upon the request of the DISTRICT, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the DISTRICT satisfactory evidence showing the bidder's financial resources, surety and insurance claims experience, construction experience, completion ability, workload, organization available for the performance of the contract, and other factors pertinent to a project of the scope involved.

11. Workers' Compensation. In accordance with the provisions of Labor Code Section 3700, the successful bidder as the CONTRACTOR shall secure payment of compensation to all employees. The CONTRACTOR shall sign and file with the DISTRICT the following certificate prior to performing the work under this contract: "I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract." The form of such certificate is included as a part of the contract documents.

12. Anti-Discrimination. It is the policy of the DISTRICT that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The CONTRACTOR agrees to comply with applicable federal and California laws, including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900 and Labor Code section 1735. In addition, the CONTRACTOR agrees to require like compliance by any subcontractors employed on the work by such CONTRACTOR.

13. Hold Harmless. CONTRACTOR shall defend, indemnify and hold harmless DISTRICT, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgements, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, CONTRACTOR shall protect and defend, at its own expense, DISTRICT, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorneys fees or other proceeding based upon such act, omission, or breach.

14. Piggybacking. To the extent the Contractor is required to, or otherwise agrees to, permit "piggybacking" on the Contract by public agencies as described in the Instructions For Bidders, the District shall have no liability whatsoever in connection with any orders submitted to the Contractor by such other public agencies and, in each case, any and all liabilities associated with a piggyback order shall be the sole responsibility of the Contractor and/or the public agency that submitted the order to the Contractor. The Contractor acknowledges that certain of the services required by the Contract constitute a public project or public work in accordance with applicable law and that other public agencies may not be authorized by applicable law to piggyback on the Contract in order to obtain such services. In each such case, the Contractor shall reasonably endeavor to advise the public agency accordingly. To the extent required pursuant to Section 8.15 of the General Provisions, the Contractor shall indemnify, defend and hold-harmless the District, the Governing Board and each member thereof, and the

District's other officers, employees, or agents (each, not including the District, a "District Agent") with respect to any and all liabilities that arise from the piggybacking on the Contract by any public agency.

(a) Contracts with Other Agencies/Rights to Order: Other public school DISTRICTS, community college DISTRICTs, and public agencies throughout the State of California including, but not necessarily limited to the attached list (Attachment#1), may lease or purchase identical items at the same unit price(s) subject to the same terms and conditions, pursuant to Sections 20118 and 20652 of the Public Contract Code. Lincoln Unified School District waives its right to require other DISTRICTs to draw their warrants in favor of the DISTRICT and authorizes each DISTRICT/agency to make payments directly to the successful bidder.

Furthermore, CONTRACTOR agrees to and does hereby defend, indemnify and hold harmless DISTRICT, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

- (a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the DISTRICT.
- (b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including the DISTRICT, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off DISTRICT property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the DISTRICT.
- (c) Any dispute between CONTRACTOR and CONTRACTOR's subcontractors/supplies/sureties, including, but not limited to, any stop notice actions.

CONTRACTOR, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgement that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

15. Preference for Materials and Substitutions.

- (a) One Product Specified. Unless the Requirements state that no substitution is permitted, whenever the contract documents indicate any specific article, device, equipment, product, material, fixture, patented process, form, method, construction, or any specific name, make, trade name, or catalog number, with or without the words, "or equal," such specification shall be read as if the language "or equal" is incorporated.
- (b) Request for Substitution. Bidder may, unless otherwise stated, offer any material, process, article, etc., which is materially equal or better in every respect to that so indicated or specified ("Specified Item") and will completely accomplish the purpose of the contract document. If bidder desires to offer a substitution for a Specified Item, such bidder must make a request in writing on the District's Substitution Request form ("Request Form") and submit the completed Request Form with the bidder's bid. The Request Form must be accompanied by evidence as to whether the proposed substitution:
1. Is equal in quality, service, and ability to the Specified Item;
 2. Will entail no changes in detail, construction and scheduling of related work;
 3. Will be acceptable in consideration of the required design and artistic effect;
 4. Will provide no cost disadvantage to the DISTRICT;
 5. Will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and
 6. Will require no change in the construction schedule.

In completing the Request Form, bidder must state with respect to each requested substitution whether bidder will agree to provide the Specified Item in the event that the DISTRICT denies bidder's request for substitution of a Specified Item. In the event that bidder does not agree in the Request Form to provide the Specified Item and the DISTRICT denies the requested substitution, the bidder's bid shall be considered non-responsive and the DISTRICT may award the contract to the next lowest bidder or in its sole discretion, release all bidders. In the event that bidder has agreed in the Request Form to provide the Specified Item and the DISTRICT denies bidder's requested substitution for a Specified Item, bidder shall execute the Agreement and provide the Specified Item without any additional cost or charge to the DISTRICT, and if bidder fails to execute the Agreement with the Specified Item(s), bidder's bid bond will be forfeited.

16. Disqualification of Bidders and Proposals. More than one proposal for the same work from any individual, firm, partnership, corporation, or association under the same or different names will not be accepted; and reasonable grounds for believing that any bidder is interested in more than one proposal for the work will be cause for rejecting all proposals in which such bidder is interested and the bidder will forfeit their bid security to the DISTRICT.

17. Altered Bids. Proposals which are incomplete or show any alteration of form, or contain any additions or conditional or alternate bids that are not called for or otherwise permitted, may be rejected. A proposal on which the signature of the bidder has been omitted may be rejected.

18. Non-Collusion Affidavit. Public Contract Code Section 7106 requires bidders to submit an affidavit of non-collusion with their bids. This form is included with the bid package and must be signed and dated by the bidder and each subcontractor under penalty of perjury.

19. No Telephone or Facsimile Availability. No telephone or facsimile machine will be available to bidders on the DISTRICT premises at any time.

(Prime Bidder)

STATE OF CALIFORNIA

County of _____ being first duly sworn, deposes and says that he/she
is _____ of _____,
(Title) (Name of Bidder)

the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her price or any breakdown thereof, or the contents thereof, or divulged information of date relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member of agent thereof to effectuate a collusive or sham bid.

(Signature)

(Typed Name)

SUBSCRIBED BEFORE ME on this _____ day of _____, 20____

Notary Public

My Commission Expires: _____

BID GUARANTEE FORM

Accompanying this proposal is cash, a cashier's check or a certified check payable to the order of the Lincoln Unified School District in an amount equal to ten percent (10%) of the base bid and alternates (\$_____).

This cash or the proceeds of this check shall become the property of said Lincoln Unified School District, if, this proposal shall be accepted by the Lincoln Unified School District through the Lincoln Unified School District's Governing Board, and the undersigned fails to execute a contract with and furnish the sureties required by the Lincoln Unified School District within the required time; otherwise, said cash or check is to be returned to the undersigned.

Bidder: _____

Bidder: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, _____ (hereafter called "Principal"), and _____ (hereafter called "Surety"), are hereby held and firmly bound unto the Lincoln Unified School District (hereafter called "Owner") in the sum of _____ (\$_____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this _____ day of _____, 20____.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for the _____.

NOW, THEREFORE,

- a. If said Bid is rejected, or
- b. If said Bid is accepted and the Principal executes and delivers a contract or the attached Agreement form within five (5) days after acceptance (properly completed in accordance with said Bid), and furnishes bonds for his faithful performance of said Contract and for payment of all persons performing labor or furnishing materials in connection therewith,

Then this obligation shall be void; otherwise, the same shall remain in force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract, or the call for bids, or the work to be performed thereunder, or the specifications accompanying the same, shall in anyway affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of said contract, or the call for bids, or the work, or to the specifications.

In the event suit is brought upon this bond by the DISTRICT and judgment is recovered, the Surety shall pay all costs incurred by the DISTRICT in such suit, including without limitation, attorneys' fees to be fixed by the court.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

PRINCIPAL: _____

ATTEST: (if individual, two witnesses are required)

By: _____

Title: _____

By: _____

Title: _____

ATTEST: (if corporation)

By: _____

Title: _____

(Corporate Seal)

SURETY: _____

ATTEST: (if individual, two witnesses are required)

By: _____

Title: _____

(Corporate Seal)

By: _____

Title: _____

IMPORTANT:

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant, or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended).

THIS IS A REQUIRED FORM.

Any claims under this bond may be addressed to:

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for service of process in California if different from above)

(Telephone Number of Surety and agent or representative for service of process in California).

BID FORM

TO: Lincoln Unified School District, acting by and through its Governing Board,
herein called "DISTRICT."

RE: Bid for Three (3) New Box Trucks Procurement

1. Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Procurement and all facts and circumstances affecting the performance of the contract, hereby proposes and agrees to perform within the time stipulated, the contract, including all of its component parts, and everything required to be performed, including its acceptance by the DISTRICT, and to provide and furnish any and all goods and transportation services necessary to perform the contract and furnish the goods required in connection with the Three New Box Trucks by the DISTRICT described above for amounts set forth herein.

2. ADDENDA: The undersigned has thoroughly examined 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).

ADDENDUM NO. _____ DATE RECEIVED _____
ADDENDUM NO. _____ DATE RECEIVED _____
ADDENDUM NO. _____ DATE RECEIVED _____
ADDENDUM NO. _____ DATE RECEIVED _____

3. BASE BID

TOTAL CASH PRICE
IN WORDS

_____ DOLLARS

IN NUMERALS (\$ _____)

4. TIME FOR DELIVERY: Once the CONTRACTOR has received the Notice of Award, the CONTRACTOR shall deliver the goods with the time and under the conditions specified in the Requirements.

5. It is understood that the DISTRICT reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The CONTRACTOR understands that it may not withdraw this bid for a period of thirty (30) days after the date set for the opening of bids.

6. Attached is bid security in the amount of not less than ten percent (10%) of the bid:
\$ _____. Bid bond, certified check, cashier's check, or cash. (circle one)
7. The required notarized Non-collusion Affidavits for CONTRACTOR and subcontractors are attached hereto.
8. The Substitution Request Form, if applicable, is attached hereto.
9. It is understood and agreed that if written Notice of Award of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will be contractually bound and obligated and shall execute and deliver to the DISTRICT a contract in the form attached hereto in accordance with the bid as accepted.
10. Notice of Award or other correspondence should be addressed to the undersigned at the address stated below.
11. The names of all persons interested in the foregoing proposal as principals are as follows:

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

12. Time is of the essence regarding this contract, therefore, in the event the bidder to whom the Notice of Award is given fails or refuses to return executed copies of the Agreement form within five (5) calendar days from the date of receiving the Notice of Award, the DISTRICT may declare the bidder's bid deposit or bond forfeited as damages.
13. Pursuant to Government Code Section 4552, in submitting a bid to the DISTRICT, the bidder offers and agrees that if the bid is accepted, it will assign to the DISTRICT all rights, title, and interest in, and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Business and Professions Code Sections 16700, et. seq.), arising from the purchase of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment to the bidder.
14. The bidder is familiar with Government Code Sections 12650, et. seq., and Penal Code Section 72 and understands that false claims can lead to imprisonment.

I, the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

Proper Name of Bidder

Address

By: _____
Signature Of Bidder

Date: _____

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 agents and the document shall bear the corporate seal; 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.

All signatures must be made in permanent blue ink.

COOPERATIVE PURCHASING/OTHER AGENCY CLAUSE

For the term of the Contract and any **mutually agreed** extensions, **at the option of the Contractor**, the Lincoln Unified School District specifies that all public entities so entitled by applicable law, may purchase, lease-purchase, or rent the identical item(s) at the same price and upon the same terms and conditions (hereinafter referred to as “Piggyback”) pursuant to sections 20118 and 20652 of the Public Contract Code. (Labor for installation is specifically excluded from being subject to its piggyback bid. The bid for contracting directly with the Lincoln Unified School District, however, is submitted in accordance with Public Contract Code section 20116, allowing for informal bidding and unit pricing).

The Lincoln Unified School District waives its right to require such other entities to draw their warrants in favor of the Lincoln Unified School District and authorizes each district/agency to make payment to the successful bidder.

Acceptance or rejection of this clause will not affect the outcome of this bid.

Piggyback Option Granted _____

Piggyback Option Not Granted _____

AGREEMENT & BILL OF SALE

This BILL OF SALE is made effective as of _____, 2023 from _____, a California _____ (“SELLER”), to Lincoln Unified School District (“DISTRICT”). SELLER makes this Agreement and Bill of Sale to transfer certain goods incorporating herein all terms, conditions, and requirements of that certain solicitation for goods entitled Three (3) New Box Trucks by DISTRICT dated _____.

AGREEMENT

In consideration of the agreements contained herein and in the Contribution Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SELLER and DISTRICT hereby agree as follows:

CONVEYANCE OF ASSETS.

SELLER hereby sells, conveys, transfers, and assigns to DISTRICT all right, title, and interest in and to that certain tangible personal property of SELLER as required by the Three (3) New Box Trucks and described in Schedule “A” attached hereto and incorporated fully herein.

FURTHER ASSURANCES.

From time to time, at the reasonable request of DISTRICT, SELLER shall execute and deliver, or cause to be executed and delivered, such documents and instruments and shall take, or cause to be taken, such further or other actions as may be reasonably necessary to carry out the purposes set forth herein, without any material financial obligation to SELLER.

GOVERNING LAW.

This Bill of Sale shall be governed by and construed in accordance with the laws of the State of California.

COUNTERPARTS.

This Bill of Sale may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. Any counterpart may be delivered by facsimile or electronic transmission.

DEFINITIONS.

Capitalized terms not expressly defined in this Bill of Sale shall have the meanings assigned to them in the Contribution Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Bill of Sale as of the date first written above.

SELLER

DISTRICT

By: _____

By: _____

It's: _____

It's: _____

Dated: _____

Dated: _____