

# BID NO. 85-2025 MAINTENANCE VEHICLES

## TABLE OF CONTENTS

	<u>Page</u>
Notice to Bidders	2
Scope and Award Criteria	3
Information for Bidders	3-8
*Bid Specifications	9-11
*Bid Form	12- <mark>17</mark>
*Non Collusion Bidding Declaration	18
Agreement	17-21

Forms marked above with and asterisk (\*) must be completed and returned to the Saugus Union School District Maintenance Department prior to the bid deadline. **The Bid Deadline is 2:00 p.m., October 13, 2025**. All requests for interpretations must be submitted no later than October 6, 2025 by 4:00 p.m.

Saugus Union School District Bid No. 85-2025 Maintenance Vehicles

**SAUGUS UNION SCHOOL DISTRICT** 

**Maintenance Department** 

24930 Ave. Stanford

Santa Clarita, CA, 91355

Phone: 661.294.5300 x 5231

**NOTICE TO BIDDERS** 

NOTICE IS HEREBY GIVEN that the Saugus Union School District of Los Angeles County, California, acting by and through its Governing Board, hereinafter referred to as the district will receive up to, but not later than 2:00 p.m. on October 13, 2025, sealed bids for the

award of a contract for the following:

**Maintenance Vehicles** 

Bid No. 85-2025

Such bids shall be received in the Maintenance Office of the Saugus Union School District, 24930 Ave. Stanford, Santa Clarita, CA

91355, and shall be opened and publicly read aloud at the stated time and place.

Each bid must conform and be responsive to this invitation, the Information for Bidders, the Specifications, and all other documents comprising the pertinent bid documents. Copies of the Bid/Contract Documents are on the district website and may be obtained at

the following link <a href="https://www.saugususd.org/maintenance-and-operations">https://www.saugususd.org/maintenance-and-operations</a>.

The district reserves the right to reject any or all bids, to accept or to reject any one or more items of a bid, or to waive any irregularities

or informalities in the bids or in the bidding.

No bidder may withdraw his bid for a period of sixty (60) days after the date set for the opening of bids.

Saugus Union School District

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Page - 2

#### SCOPE AND AWARD CRITERIA

The Saugus Union School District is interested in receiving bids to provide new 2026 Maintenance vehicles. The district has a current need for four (2) units to replace district's fleet. Pricing is requested for both a 1 ½ Ton Chassis Cab with a 193" Wheel base XL stake bed and conventional lift gate and a ¾ ton truck with a 169" wheelbase with a 12' Mower landscape body "dovetail" only. Pending Board of Education approval, the district will award each by line item to the vendor providing the lowest price on each item, however, the decision as to which model will be purchased for the initial purchase of 2 units will be made after bids are received. All pricing for 2026-year model vehicles is to remain in place and be available for the district and/or other agencies to use through the contract term as needs arise. Pending the necessary approvals, it is anticipated that an order for the entire quantity would be placed immediately after award. Bid pricing provided for 2026 models is to remain in effect for the remainder of the model year to accommodate any other unanticipated need or the needs of other districts that may wish to purchase utilizing the same terms and conditions.

### **INFORMATION FOR BIDDERS**

I. SECURING DOCUMENTS: Specifications, and other contract document forms will be available without charge, and may be secured by prospective bidders at the office of:

Peter Gaytan, Director of Maintenance Operations Transportation & Facilities

Telephone: 661.312.5614 Saugus Union School District 24930 Ave. Stanford Santa Clarita, CA. 91355

- 2. BIDDING INSTRUCTIONS: Bids to receive consideration shall be made in accordance with the following instructions:
  - a) Bids shall be made upon the form therefore obtained at the office of the Director of Maintenance Operations Transportation and Facilities properly executed. Bids shall be written in ink before submission. Bids are to be verified before submission, as they cannot be corrected after bids are opened. The signature of all persons signing shall be in longhand. The completed form shall be without interlineations, alterations, or erasures unless each such correction is suitably authenticated by affixing in the margin, immediately opposite the correction, the initial(s) of the person signing the bid. Alternative proposals will not be considered unless requested in the specifications. No oral or telegraphic modifications will be considered.
  - b) Before submitting a bid, bidders shall carefully examine specifications, and the form of all bid documents. Bidders shall fully inform themselves as to all existing conditions and limitations.
  - c) The use of the name of a manufacturer, or any special brand or make, in describing any item in the bid documents does not restrict bidders to that manufacturer or specific. An equal of the named product will always be given due consideration upon bidder's proof of such equality.
  - d) All equipment on which bids are submitted must in all cases be equal or better in quality and utility to those manufacturers or brands specified by the district. Determination of equality as expressed herein shall be solely determined by the District and the Bidder shall abide by its decision.

- e) The make or brand and model of the article on which bid is submitted must be stated in the bid form. When the make or brand and grade of the article is not stated it will be understood to be the specific article named by the district.
- f) Bids shall be delivered to Saugus Union School District Transportation Department Representative, at the Maintenance office on or before the day and hour set for the opening of bids in the NOTICE TO BIDDERS published in the <u>Santa Clarita Signal</u>, which bids shall be enclosed in a sealed envelope bearing the description of the bid call, the name of the bidder, to see that the bid is received in proper time. Any bids received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.
- g) Bids shall not include California sales or use tax. The district will pay applicable sales or use tax.
- h) Bids shall not include Federal Excise tax, as the district is exempt from such tax.
- i) All articles awarded on contract shall be subject to inspection and rejection. All expenses incurred in connection with furnishing articles for inspection shall be borne by the vendor.
- 3. ADDENDA OR BULLETINS: Any addenda or bulletins issued by the district during the time of bidding or forming a part of the documents issued to the bidder for the preparation of the bid shall be covered in the bid and shall be made a part of the Contract. No addendum will be issued 72 hours prior to bid opening date and time.
- 4. WITHDRAWAL OF BIDS: Any bidder may withdraw their bid, either personally or by a written request, at any time prior to the scheduled time for opening of bids, but not after.
- 5. OPENING OF BIDS: Bids will be opened at the time and place scheduled in the NOTICE TO BIDDERS.
- 6. AWARD OR REJECTION OF BIDS: The Contract will be awarded to the lowest responsive and responsible bidder(s). The Governing Board of the District, however, reserves the right to reject any or all bids, to accept or reject any one or more items of a bid, and to waive any informality in the bids or in the bidding.
- 7. WITHDRAWAL OF BIDS AFTER OPENING: No bidder may withdraw their bid for a period of sixty (60) days after the date set for the opening thereof.
- 8. AGREEMENT: The form of agreement, which the successful bidder, as contractor, will be required to execute, is included in the contract documents and should be carefully examined by the bidder. The agreement will be executed in two (2) original counterparts. The complete contract consists of the following documents: The Notice to Bidders, the Information for Bidders, the Accepted Bid, the Specifications, and the Agreement, including all modifications thereof duly incorporated therein. All of the above documents are intended to cooperate and be complementary so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, materials, equipment, transportation and services necessary for the proper delivery and installation of all items called for in the Contract.
- 9. INTERPRETATION OF DOCUMENTS: If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the specifications, or other proposed contract documents, or finds discrepancies in, or omissions from the specifications, they may contact: Peter Gaytan, Director of MOTF,

Saugus Union School District to request an interpretation or correction thereof. The district requires that such request be in writing, in which case the person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents will be made only by Addendum duly issued by said Director of Maintenance Operations Transportation and Facilities and a copy of such Addendum will be posted on the district website. The Saugus Union School District will not be responsible for any other explanation or interpretation of the proposed documents. All requests for interpretations must be submitted no later than October 6, 2025 by 4:00 p.m. Any requests for information after that date will not be answered. Email contact of the Director of Maintenance Operations Transportation and Facilities is the prefer means of contact. The e-mail address is pgaytan@saugususd.org and Suki Huitink, Administrative Assistant, shuitink@saugususd.org

- 10. 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 bid for the same work, unless alternate bids are called for. A person, firm, or corporation submitting a sub-proposal to a bidder, or who has quoted prices on materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders.
- 11. DELIVERY: It is the expectation of the district that delivery will take place within one hundred twenty (120) calendar days after receipt of the order unless different arrangements are agreed.
- 12. ESTIMATED USAGE QUANTITIES: The District anticipates purchasing the quantity of vehicles listed in these documents during the contract terms. The district, however, does not guarantee orders in these amounts nor shall the district be required to limit its orders to only those figures. This is an indefinite-quantity bid. Bidders shall not specify minimum or maximum quantities or charges for specific order types. Unlimited orders within the term of the contract shall be allowed at the prices bid.
- 13. LATE FEES: In the event that the contractor fails to deliver the ordered goods by the time specified in the contract, the ordering district may impose a late fee charge. This charge shall be taken as a credit against the contractor's invoice to the ordering district. The late fee charge shall be imposed at a rate of 2.5% per calendar day against the total dollar value (before tax) of the late delivered goods. This late fee shall commence on the first day following the end of the specified delivery period.

Assessment of late fees shall not negate any of the other rights and remedies stipulated in the contract. Any agreement between ordering district and contractor changing the specified delivery date <u>must</u> be in writing. Late fees will be assessed if contractor fails to meet the revised delivery date.

14. BRAND NAMES AND MODEL NUMBERS: Brand names and model numbers where specified have been shown due to existing standards set by some of the participating districts. Specific makes and models are required in some circumstances in order to be compatible with existing district equipment.

Bidders may find discrepancies in the model numbers given in that the model number may be an old one and the item is now referred to by a new number. Consideration will be given in that situation. Please note that you are bidding on the same item as specified by designating "New Number" in the "Brand/Model" area, should that be the case. Inquiries regarding such discrepancies, however, are best made in accordance with <u>Interpretation of Documents in the INFORMATION FOR BIDDERS.</u>

**I5.** MANUFACTURER'S SPECIFICATIONS: An additional sheet with manufacturer's specifications and a picture of the specific items bid, marked with the appropriate bid item number, should be included with the bid.

- 16. DEVIATIONS FROM BID TERMS & CONDITIONS: Deviations from <u>any</u> bid term or condition may cause your bid to be rejected as non-responsive. All deviations must be clearly noted at time of bid submission. If not noted, the assumption is that bidder is bidding as specified.
- 17. NO SUBSTITUTE: Line items referencing NO SUBSTITUTE (NO SUBS) will only be acceptable as listed. Do not bid alternates, as they will not be considered.
- 18. ADDENDA OR BULLETINS: Any addenda issued by the district during the time of bidding, or forming a part of the documents provided to the bidder for the preparation of their bid, and shall be made a part of the bid.
- 19. WITHDRAWAL OF BIDS: Any bidder may withdraw their bid, either personally or by a written request, at any time prior to the scheduled time for opening of bids.
- 20. OPENING OF BIDS: Bids will be opened and publicly read aloud at the time and place scheduled in the **NOTICE TO BIDDERS.**
- 21. AWARD OR REJECTION OF BIDS: The bid will be awarded to the lowest responsive, responsible bidder. The district, however, reserves the right to reject any or all bids, to waive any informality or irregularity in the bids or in the bidding process.
- 22. WITHDRAWAL OF BIDS AFTER OPENING: No bidder may withdraw their bid for a period of **sixty (60)** days after the date set for the opening thereof.
- 23. ALTERNATIVE BIDS: No person, firm, or corporation shall be allowed to make, file, or be interested in more than one bid for the same work, unless so called for. The submittal of alternate bids or optional bids, unless called for, will render your bid nonresponsive.
- 24. HOLD HARMLESS CLAUSE: Bidder agrees to and shall hold harmless and indemnify the District, its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of liability for damages, for death, or bodily injury to person, injury to property, or any other loss, damage, or expense sustained by the bidder or any person, firm, or corporation employed by the bidder upon or in connection with the services called for in this bid.
- 25. WARRANTY: Vendor agrees that the vehicles or equipment to be furnished shall be covered by the **most favorable commercial warranties** the vendor gives to any customer for the same or substantially similar supplies, equipment, or services and that the rights and remedies so provided, are in addition to, and do not limit, any rights afforded to the district. The warranty period shall begin upon receipt and acceptance of the supplies, equipment, or services being furnished.
- 26. TERMS: Billing terms will be **net 30 days** unless the bidder wishes to offer a cash discount for prompt payment. However, no <u>advance</u>, <u>progress</u>, or <u>partial payments</u> will be made for supplies, equipment, or services until said supplies, equipment, or services are **received and accepted**.
- 27. EQUIPMENT: The equipment to be provided shall be **new** and **unused**, of current production, first quality, with the latest design features. It/they shall be delivered fully operational and ready for the district usage with all **necessary** equipment and accessories.

- 28. ASSIGNMENT/SUBCONTRACTING: The contractor shall not assign, transfer, or subcontract by operation of law or otherwise any or all of their rights, burdens, duties or obligations without the prior written consent of the district.
- 29. COMPLIANCE WITH LAW: The contractor shall be subject to and shall comply with all federal, state, and local laws and regulations applicable with respect to its performance under this contract including, but not limited to; licensing employment and purchasing practices and wages; hours and conditions of employment, including nondiscrimination.
- 30. GOVERNING LAW/VENUE Santa Clarita: In the event of litigation, the contract and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Los Angeles County.
- 31. WORKERS' COMPENSATION INSURANCE: The contractor shall provide Workers' Compensation Insurance or shall self-insure their services in compliance with provisions of Section 3700 of the Labor Code of the State of California. A Certificate of Insurance may be provided, providing for such, or contractor shall sign and file with the district the following certificate:

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability or Workers' Compensation or to undertake self-insurance in accordance with the provision of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

32. INSURANCE REQUIREMENTS: The contractor shall maintain and shall cause each subcontractor to maintain Public Liability and Property Damage insurance to protect contractor and the district from all claims for personal injury including accidental death, as well as from all claims for property damage arising from the operations under this contract.

The minimum amount of such insurance shall be as hereinafter set forth.

Amounts of Insurance:

General Liability

Comprehensive Form –

Products/Completed

Bodily Injury and \$1,000,000.

Property Damage Amount

Operations

Auto Liability

Comprehensive Form –

Owned, non owned hired

Property Damage

Combined

St,000,000.

Amount

The contractor shall file with the district certificates of insurance indicating a thirty (30) day cancellation notice and naming the Saugus Union School District as an additional insured.

<u>NOTE</u>: Certificates evidencing the insurance requirements as detailed in paragraph 31 and 32 are required from the successful bidder within five (5) working days of notice. Certificates must be in the name identical to bidder's name.

- 33. AWARD CRITERIA: The award of this contract will be on an all, some, or none basis, based upon the lowest price per each vehicle and will be based on the "total bid". Line Item 3 on bid form page 15.
- 34. ESTIMATED QUANTITIES: Quantities listed are to be construed as annual estimated needs, and may be purchased in quantity at once or spread over the duration of the contract. The district reserves the right to increase or decrease these quantities.
- 35. TOBACCO-FREE FACILITIES CLAUSE: The Saugus Union School District is a tobacco-free facility. Tobacco use (smoked or smokeless) is **prohibited at all times in all areas** of District property.
- 36. TERMINATION: It is mutually agreed and understood that the district may terminate this contract by giving a thirty (30) day written notice.
- 37. COOPERATIVE PURCHASING/OTHER AGENCIES CLAUSE: Other public-school districts, community college districts, and public agencies in Los Angeles County may purchase identical items at the same prices and upon the same terms and conditions pursuant to Sections 20118 and 20652 of the Public Contract Code. Saugus Union School District authorizes each district/agency to make payment directly to the successful bidder.
- 38. WARRANTY/GUARANTEE: Manufacturer's warranty as detailed in Bid Specifications pages.
- 39. ADDITIONAL CONTRACTS: The enclosed bid documents shall become the only contract, maintenance service, or software documents between our companies for the equipment specified. No other contract, license, or other document/agreement shall be acknowledged.
- 40. DEALER STATUS: A bidder must be an authorized dealer. Verification to be provided within two (2) days from request.
- 41. ANNUAL FIXED-PRICE CONTRACT: Pricing shall be firm/fixed for model year 2026 and will continue at least until factory will no longer accept orders for model year 2026.
- 42. BID DOCUMENT CHANGES: All bid documents must be submitted as provided, without any changes. Changes will cause your bid to be rejected as nonresponsive also see Paragraph 2 (a), page I.
- 43. BIDDER RESPONSES: Bidders shall respond to each specification entry by using the blank areas on the right-hand side of the specification sheets. Where the requirement described on the left-hand side is exactly as offered by the bidder, the bidder shall enter "EXACTLY AS SPECIFIED" or "E.A.S." Where there are differences, however slight, these differences must be fully described in the spaces provided on the right-hand side. All responses must meet or exceed the item(s) specified and be in nontechnical language. FAILURE TO MEET OR EXCEED SPECIFICATIONS SHALL RENDER YOUR COMPANY'S BID NONRESPONSIVE.

#### **BID SPECIFICATIONS**

## 1 ½ Ton Chassis Cab XL Stake bed & Conventional Liftgate

Equipment for which bid is being provided must meet the following minimum requirements and any variances of equal or better options must be acceptable to the district. Unacceptable variances may deem the bid non-responsive and subject to rejection. See Paragraph 16 and 43 in INFORMATION FOR BIDDERS section of these bid documents. Use additional paper if necessary and reference applicable specification item no.

## Bid Item No. 1

ITEM NO.	Required 1 ½ Ton Chassis Cab XL Stake bed & Lift Gate	SPECIFY "EAS" or Specify Variance Here
1.	14' Stake bed With Conventional Liftgate 2200lbs, & Hitch No Sub Indicate Type:	1.
2.	Model Year: 2026	2.
3.	Quantity: One (1)	3.
4.	Engine: 7.3L V8 Gas	4.
5.	Automatic Transmission: Ten (10)-Speed with Overdrive, electronically controlled.	5.
6.	Power Steering	6.
7.	Anti-Lock Brakes Front and Rear	7.
8.	Air Conditioning: Factory installed	8.
9.	Tinted Glass: Factory Installed	9.
10.	AM/FM Stereo Radio: Factory Installed	10.
11.	Power Mirrors: Driver and Passenger. Factory installed	11.
12.	Power Door Locks: Factory installed	12.
13.	Windows: Driver, Passenger.	_13.

14.	Power Windows: Driver and Passenger.	
15.	Drive: Rear Wheel Drive	15.
16.	Tires Size: P225/70R17 (Quantity of 5)	16.
17.	Wheels: 4-19.5" steel, includes steel spare (Quantity of 5)	17.
18.	Platform Running boards	18.
19.	Floor Covering: Full floor covering, black rubberized vinyl full length floor covering. Factory installed	19.
20.	Exterior Color: Factory White, entire vehicle	20.
21.	Interior Color: Cloth Medium Dark Slate or Black	21.
22.	Driver and Front Passenger may be bucket mini console. Factory Installed, indicate type.	22.
23.	Wheel Base: 193" inches	23.
24.	Air Bags: Driver and passenger	24.
25.	I20v/400w Outlet	25.
26.	Book & a spare key: (2) each, to be delivered with each Vehicle	26
27.	Trailer Break Controller	27
28.	Rearview Camera Prep Kit	28
29.	XL Chrome Package	29
30.	Backup Alert	30

31.	Dealership shall deliver vehicle to:	
	Saugus Union School District	
	24930 Avenue Stanford Santa Clarita, CA 91355	
	ATTN: Peter Gaytan, Director of MOTF	31.
32.	Dealership to provide exempt vehicle registration and licensing to	
	Saugus Union School District.	32.
33.	Vehicle Warranty: 100,000 miles/5-year Powertrain Limited Warranty,	
	36,000 miles/3-year limited warranty, 100,000 miles/5-year Rust Warrar	ity_33.
34.	Fixed Prices: Pricing should be firm/fixed for model year 2024 until the	
	factory will no longer accept orders for model year 2024 vehicles.	34.
35.	Provide Manufacturer's Product Information Brochure with Bid	

35.

# Item – Bid Item No. 2

See Page 5 paragraph 15.

ITEM NO.	REQUIRED  3/4 Ton Chassis 169" wheelbase W Landscape Body "Dovetail Only"	SPECIFY "EAS" or Specify Variance Here
1.	12 Foot Mower Landscape Body "Dovetail Only" Indicate Type:	1.
2.	Model Year: 2026	2.
3.	Quantity: One (1)	3.
4.	Engine: 7.3 L, V8	4.
5.	10 Speed Automatic Transmission with Overdrive	5.
6.	Power Steering	6.
7.	Power Brakes with A.B.S. front and rear	7.
8.	Air Conditioning: Factory installed, front and rear	8.
9.	Jack	9.
10.	AM/FM Stereo Radio: Factory installed	10.

11.	Mirrors: Driver and passenger. factory installed	11.
12.	4.88 Limited Slip Axle	12.
13.	410 Dual Alternator	13.
14.	Windows: Driver, Passenger only.	14.
15.	Heavy Duty Battery: Min. 600 CCA	15.
16.	Heavy Duty Alternator: Min. 100 AMPS	16.
17.	Fuel Tank: Min. 40 Gallon	17.
18.	Tires: Steel-belted radial tires to match GVW (Quantity of 5 per van)	18.
19.	Gauges: Voltage, Temperature and Oil See spec sheet page 3	19.
20.	Passenger Side Doors: Fold out type	20.
21.	Floor Covering: Full floor covering, rubberized vinyl full length floor covering. Factory installed. Black color.	21.
22.	Exterior Color: White, entire vehicle	22.
23.	Interior Color: Cloth Medium Dark Slate or Black	23.
24.	Platform Running boards	24.
25.	Seats: Driver and passenger seat to be bucket. Factory installed, and equipped seatbelts.	
26.	Lighting: Auxiliary	26.
27.	Windshield Wipers: Intermittent	27
28.	120v/400w Outlet	28
29.	Rearview Camera Prep Kit	29
30.	XL Chrome Package	30.

# Saugus Union School District Bid No. 85-2025 Maintenance Vehicles

31.	Windows and Door Locks: Power	31.
32.	Factory Service Manual: One (I) each, to be delivered with each Van	32.
33.	Front and Rear Bumpers: Chrome	33.
34.	Dealarship shall deliver vehicle to:	
34.	Dealership shall deliver vehicle to: Saugus Union School District 24930 Ave. Stanford, Santa Clarita, CA 91355 ATTN: Peter Gaytan, Director Of MOTF	34.
	71. The Cool Suprain, Director Stries	
35.	Dealership to provide exempt vehicle registration and licensing to	
	Saugus Union School District.	35.
36.	Vehicle Warranty: 100,000 miles/5-year Powertrain Limited Warranty,	
	36,000 miles/3-year limited warranty, 100,000 miles/6-year Rust Warranty	36.
37.	Fixed Prices: Pricing should be firm/fixed for model year 2024 until the	
	factory will no longer accept orders for model year 2024 vehicles.	37.
38.	Provide Manufacturer's Product Information Brochure with Bid	
	See Page 5 paragraph 15.	38

#### **BID FORM**

Mail or deliver to:
Saugus Union School District – Maintenance Department
24930 Avenue Stanford, Santa Clarita, California 91355

Bid No: 85-2025

Date Due: October 13,
2025 Time Due: 2:00 p.m.

- Please bid your lowest prices/discounts for the items or services in the space provided below. Before bidding, please read the NOTICE TO BIDDERS, INFORMATION FOR BIDDERS, SPECIFICATIONS, BID FORM, and AGREEMENT which are attached.
- Submit all bids in a sealed envelope showing the Bid Number, opening date, and opening time. Bid must reach the Maintenance Department at the address, date and time listed in the <u>NOTICE TO BIDDERS</u>.
- If further information is desired, please call the Maintenance Department at 661.259.5390 extension 5235.
- NOTE: BIDS SUBMITTED BY FAX ARE NOT ACCEPTABLE

To: Saugus Union School District, acting by and through its Governing Board, herein called the district:

- 2. It is understood that the district reserves the right to reject this bid in whole or in parts; to waive information in the bids or bidding, and that this bid shall remain open and not be withdrawn for a period of sixty (60) days from the date prescribed for the opening of this bid.
- 3. It is understood that the successful bidder will be required to deliver: Vehicles in accordance with terms, conditions and specifications detailed in these bid documents.
- 4. It is understood and agreed that if written notice of the acceptance of this bid if mailed, telegraphed, or delivered to the undersigned within sixty (60) days after the opening of the bid, or at any time thereafter before this bid is withdrawn, the undersigned agrees that they will execute and deliver to the District a contract in the form attached hereto in accordance with the bid as accepted, all within five (5) days after the receipt of notification of aware, and that performance of the contract shall be commenced immediately by the undersigned bidder upon due execution and delivery to the District Agreement of said Contract Documents.
- 5. Notice of acceptance or requests for additional information should be addressed to the undersigned at the address stated below.

6.	The names of all p	ersons interested in the f	oregoing proposal as pr	·
7. behalf (	The individual signion of which his or her sig	ng this Agreement warrant		full authority of the entity on
8. from s	•	o all specifications as cor e noted on the attached		except those deviations
I				of the bidder, hereby
		ury under the laws of the sind this bid and all of the rep		l of the information submitted by
				County, California
FIRM	NAME:			
SIGN	ED BY:			
	(Manual signature b	by authorized legal represe	ntative—unsigned bids w	vill be rejected)
	E OF AUTHORIZED CER OR AGENT (Pri	nted or typed):		
TITLE	<u></u>		_DATE:	
ADD	RESS:			
CITY,	, STATE, ZIP CODE _			
PHOI	NE NO:		FAX #:	
E-MA	IL ADDRESS			

## **BID FORM (Continued)**

Item 1 - Base Bid: 2026 1½ ton Chassis Cab XL Stake Bed with Conventional Lift Gate 2200 lbs.

/ehicle Ma	ke and Mode	l:Ava	ilability:(mus	st be less than 120 days a.r.o.)
Jnit Price (	written in wo	ords)		dollars
**If bidding	g on 2026 mod	del year units, vendor must guarantee that units w	vill be available at time of contrac	t award.
tem 2 - Bas	se Bid: 2026	% Chassis 169" Wheelbase with Landscpae b	ody "Dovetail Only"	
ehicle Ma	ke and Mode	l:Ava	ilability:(mu	st be less than 120 days a.r.o.)
Jnit Price (	written in wo	ords)		dollars
tem 3 – N/	'A			
Jnit Price (	written in wo	ords)		dollars
vailability:	<u> </u>	(mus	et be less than 120 days)	
	make up the	er is to <b>insert <u>bid pricing</u> provided above and s</b> needed quantity of 2 units. Bidder shall also <u>c</u>		=
Item No.	Quantity		Unit Price Bid	Extension
1.	1	2026 1 ½ Ton Chassis Cab XL Stake bed & Lift Gate		\$
2.	1	2026 ¾ Ton Chassis 169" wheelbase With Landscape Body "Dovetail Only"	n	\$
3.				\$
4.				
				\$
		Total Bid for 2 Vehicles	The total bid price shows here will be used for bid	t l

(Should any calculation errors exist, unit pricing will prevail over extensions and be used to correct calculations)

award purposes 2

## **NON-COLLUSIVE BIDDING DECLARATION**

(To be Executed By Bidder and Submitted With Bid)

l,	declare as	follows:
That I am the	of	
company, association, organic or indirectly induced or solic connived, or agreed with any not in any manner, directly of bidder or any other bidder, of any advantage against the pro- contained in this bid are true thereof, or the contents there	zation, or corporation; that the bid is cited any other bidder to put in a false bidder or anyone else to put in a shat or indirectly, sought by agreement, contro fix any overhead, profit, or cost elublic body awarding the contract of e, and, further, that the bidder has not reof, or divulged information or data re	the interest of, or on behalf of, any undisclosed person, partnership genuine and not collusive or sham; that the bidder has not directly or sham bid, and has not directly or indirectly colluded, conspired am bid, or that anyone shall refrain from bidding, that the bidder has mmunication, or conference with anyone to fix the bid price of the element of the bid price, or of that of any other bidder, or to secure anyone interested in the proposed contract; that all statement ot, directly or indirectly, submitted his bid price or any breakdown relative thereto, or paid, and will not pay, any fee to any corporation or to any member or agent thereof to effectuate a collusive or shan
I declare under penalty of pe	rjury under the laws of the State of C	California that the foregoing is true and correct.
Executed theday of_	, 2025, at	<u>,</u>
Signature of Bidder		_

#### **AGREEMENT**

THIS AG	REEMENT, mad	de and entered into this	day of	2025, by and between the Saugus Union Schoo
District,	Santa Clarita,	Los Angeles County, Calif	ornia, hereinaf	fter called the District, and
		Herei	nafter called the	e Contractor.
	WITNESSETH:	That the parties hereto l	have mutually co	covenanted and agreed, and by these presents do

covenant and agree with each other, as follows:

- I. THE CONTRACT DOCUMENTS: The complete contract consists of the following documents: The Letter to Bidders, the Notice to Bidders, the Information to Bidders, the Accepted Bid, the General Specifications and the Agreement, including all modifications thereof duly incorporated therein. Any and all obligations of the District and the Contractor are fully set forth and described therein or are reasonable inferable that any work called for in one and not mentioned in the other or vice versa, is to be executed the same as if mentioned in all of the documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents, or the Contract.
- 2. THE EQUIPMENT: The contractor agrees to furnish the item or items of the stated bid listed herein, and all transportation, service, labor, and material necessary to furnish and deliver same in good condition, in the manner designated in, and in strict conformity with the specifications and other contract documents, at the price or prices hereinafter set forth. The district shall not be responsible for the care or protection of any property, material, or parts ordered against said contract before date of delivery. It is understood by the Contractor that all items or service will be delivered in accordance with terms included in the contract documents.
- 3. PAYMENTS Within thirty (30) days after delivery of any or all of the items hereinabove set forth and their acceptance by the ordering district, the ordering district agrees to pay to the Contractor, and the contractor agrees to accept in full payment therefor, the sums set opposite each item.
- 4. TERMINATION FOR DEFAULT: If the said Contractor fails or neglects to supply or delivery any of said goods, articles, or service at the prices named and at the times and places above stated, the District may, without further notices or demand, cancel and rescind this contract or may purchase said goods, supplies, or services elsewhere, and hold said Contractor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect or said Contractor in performing any of the terms and conditions of this contract; if being specifically provided an agreed that time shall be the essence of this agreement

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the district.

5. DISTRICT'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF: The District may withhold a sufficient amount or amounts of any payment otherwise due to the Contractor, as in its judgment may be necessary to cover defective items not remedied, the district may apply such withhold amount or amounts to the payment of such claims, in its discretion.

6. EXTRA AND/OR ADDITONAL SPECIFICATIONS AND CHANGES: Should the District at any time during the performance of the contract, request any alternations, deviations, additions, or omissions from the specifications or other Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or make void the contract, but the cost will be added to or deducted from the amount of said Contract price, as the case may be, by a fair and reasonable valuation.

The estimate cost of a proposed change shall be established in one or more of the following methods:

- a) By an acceptable lump sum proposal from the Contractor.
- b) By unit prices agreed upon by the District and the Contractor.

No change shall be made in any specification of any item under the Contract unless a written statement setting forth the object of the change, its character, amount, and the expense thereof its first submitted to the district and written consent thereto obtained.

- 7. TIME OF COMPLETION: The Contractor is obligated to completely and satisfactorily perform the Contract within the period or periods specified in the Contract documents.
- 8. DEFENSE AND IDEMNITY: (A) The District shall not be liable for, and Contractor shall defend and indemnify the district and its officers, agents, employees and volunteers (collectively "District Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgements, awards, fines, mechanics' liens or other liens, labor disputes. Losses, damaged, expenses charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees, or servants, including without limitation, claims caused by the concurrent negligent act, error or omission, whether active or passive of District Parties. Contractor shall have no obligation, however, to defend or indemnity District Parties from a claim if it is determined by a court of competent jurisdiction that such claim was caused by the sole negligence or willful misconduct of District Parties.
- (b) Contractor shall defend and indemnify the District Parties and their officers, agents and employees from every claim or demand made and every liability, loss, damage or expense, or any nature whatsoever, which may be incurred by reason of any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.
- 9. THE ORDERING DISTRICT'S INSPECTOR: All items shall be subject to the inspection of the ordering district. Inspection of the items shall not relieve the Contractor from any obligation to fulfill this Contract. Defective items shall be made good by the Contractor, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the district and accepted. If any items shall be found defective at any time before final acceptance of the complete delivery, the Contractor shall forthwith remedy such defect in a manner satisfactory to the ordering district.

- 10. REMOVAL OR REJECTED ITEMS: All items rejected by the ordering district at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Contractor who shall assume and pay the cost thereof without expense to the ordering district, and shall be replaced by satisfactory items.
- II. DELAY DUE TO UNFORESEEN OBSTACLES: The parties to this Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivery, or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is also established that the non-performance is not due in part to the fault or neglect of the party not performing.
- 12. ASSIGNMENT OF CONTRACT: The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof, or any right title, or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of the district.
- 13. CONTRACTOR IS NOT AN OFFICER, EMPLOYEE, OR AGENT OF THE DISTRICT: While engaged in carrying out and complying with the terms and conditions of this Contract the Contractor is an independent contractor, and is not an officer, employee or agent of the district.
- INSURANCE PERMITS AND LICENSES REQUIRED OF THE CONTRACTOR: Contractor agrees to carry a commercial general and automobile liability insurance policy with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to the parties to protect Contractor and District against liability or claims of liability which may arise out of this Agreement. In addition, Contractor agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by the district shall be excess and noncontributory." No later than ten (10) working days after the execution of this Agreement, Contractor shall District with copies of the policy or policies of insurance evidencing all coverages and endorsements required hereunder including a provision for a thirty (30) day written notice of cancellation or reduction in coverage. Contractor agrees to name the district and its officers, agents and employees as additional insured under said policy. Bidders who have questions about insurance coverages are requested to present questions prior to bid opening in accordance with the provisions of Section 9 of the Information for Bidders.

The contractor and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles, or services covered under this Contract. All operations and materials shall be in accordance with the law.

- **I5**. CONDITIONAL BID: The District reserves the right to reject a bid which imposes conditions, or terms, on purchases, which were not specified in the original bid documents.
- I6. HAZARD CONDITIONAL BID: Contractor shall comply with all Environmental Laws and all other laws, rules regulations, and requirements regarding Hazard Materials, health and safety, notices and training. Contractor agrees that it will not store any hazardous Materials at a District Facility without prior approval of District or in violation of the applicable site storage limitations imposed by Environmental law. Contractor agrees to take at its expense, all

action necessary to protect third parties, including, without limitations, employees, student and agents of the district from any exposure to Hazardous materials generated or utilized in its performance under this Agreement. Contractor agrees to report to the appropriate governmental agencies all discharges, releases and spills of Hazardous Materials that are required to be reported by an Environmental Law and to immediately notify the district of it. As used in this section, the tern "Environmental Law" means any and all federal, state or local laws or ordinances, rules, decrees, orders, regulations or court decisions (including the so-called "common law"), including, but not limited to the Resource Conservations and Recovery Act, relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, environmental conditions or other similar substances or conditions. As used in this section the term "Hazardous Materials" means any chemical, compound, materials, substance or other matter that (a) is a flammable, explosive, asbestos, radioactive nuclear medicine, vaccine, bacterial, virus, hazardous waste, toxic, overtly injurious or potentially injurious materials, whether injurious or potentially injurious by itself or in combination with other materials;

- (b) is controlled referred to, designated in or governed by any Environmental Laws; (c) gives rise to any reporting, notice or publication requirements under any Environmental Laws, or (d) is any other materials or substance giving rise to any liability, responsibility or duty upon the district with respect to third person under any Environmental Laws.
- under this Agreement to come in contact with pupils or communicate with pupils. In the event Contractor fails to prevent its employees from having contact with pupils or communicating with pupils and injury results from failure to prohibit pupil contact or communication, Contractor shall defend, indemnify, protect, and hold the District, its agents, officers and employees harmless from and against any and all claims, demands, liability, judgments, awards, losses, injury damages, expenses, charges or costs of any kind or character whether to the District or to any person or property which arise from or are connected with or are caused or claim to be caused by Contractor's failure to prohibit its employees, subcontractors or agents from having pupil contact or communication. Any subcontractors hired by Contractor shall be subject to and shall comply with this section and it shall be the Contractor's responsibility to require compliance with this section. Contractor and subcontractor shall be jointly and severally liable for any injury that results from subcontractor's failure to comply with this provision. Based on the determination that neither Contractor nor any subcontractor of Contractor will have contact with pupils, no fingerprinting of Contractor or its agents, subcontractors or employees is required by this Agreement.
- 18. COMPLIANCE WITH APPLICABLE LAWS: Contractor agrees to comply with all federal, state and locals' laws, rules regulations and ordinances that are now or may in the future become applicable to Contractor, contractor's business, equipment and personnel engaged in operations covered by this Agreement, or occurring out of the performance of such operations.
- 19. SEVERABILITY: If any term, condition or provision of 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 and effect and shall not be affected, impaired or invalidated in any way.
- 20. SUCCESSORS: All terms of this contract shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors and assigns.
- 21. PROVSIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be

Saugus Union School District Bid No. 85-2025 Maintenance Vehicles

read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith by physically amended to make such insertion or correction.

- 22. AUDIT AND INSPECTION OF RECORDS: At any time during normal business hours and as often as District may deem necessary, Contractor shall make available to District for examination at District's primary administration offices, all data, records, investigation reports and all other materials respecting matters covered by this Agreement and Contractor will permit District to audit, and to make audits of all invoices and other data related to all matters covered by this Agreement.
- 23. WARRANT OF AUTHORITY: Each of the parties signing this Agreement warrants to the other that he or she has the full authority of the entity on behalf of which his or her signature is made.

IN WITNESS WHEREOF, the District, by order of its Governing Board, has caused this instrument to be duly subscribed by the Secretary of said Board, and the contractor has caused this instrument to be duly subscribed and executed, all on the date first hereinbefore set forth.

SAUGUS UNION SCHOOL DISTRICT Los Angeles County, California

By:
Signature
Name Typed/Printed:
Title:
Contractor's Company Name
By:
Signature of Contractor's Authorized Agent Name
Typed/Printed:
Title:
Address:
City, State, Zip Code:
Approved by the Governing Board on: