HESPERIA UNIFIED SCHOOL DISTRICT

PURCHASING DEPARTMENT

15576 Main Street, Hesperia, CA 92345

Phone: (760) 244-4411 ❖ Fax: (760) 244-0075

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MEMO

To:
ALL POTENTIAL BIDDERS

From:
DEBBIE SHELL

Date:
November 1, 2026

Subject:
ENCLOSED BID PACKAGE

Dear Vendor,

Please take the time to carefully read the Instructions and General Conditions in the attached BID package. It is imperative that you structure your response to the enclosed BID in accordance with these conditions. Alternative Terms and Conditions will not be accepted and will result in your proposal being declared non-responsive.

Thank you for taking the time to submit your proposal. If you have any questions, please feel free to contact me at (760) 244-4411, extension 7301.

Thank you,

Assistant Buyer, Purchasing

HESPERIA UNIFIED SCHOOL DISTRICT



NOTICE INVITING BIDS

BID # 26/27-004

FLEET VEHICLES

PROPOSAL DEADLINE DATE

MONDAY, NOVEMBER 30, 2026 at 2:00 P.M.

SUBMIT BIDS TO

DEBBIE SHELL, Assistant Buyer
Purchasing Department

Hesperia Unified School District
15576 Main St.
Hesperia, CA 92345

Phone: (760) 244-4411
Fax: (760) 244-0075

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FLEET VEHICLES

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NOTICE INVITING BIDS

BID # 26/27-004

FLEET VEHICLES

NOTICE IS HEREBY GIVEN that the Hesperia Unified School District of San Bernardino County, California, acting by and through its Governing Board, hereinafter referred to as the "DISTRICT" is soliciting sealed Bids from responsive and responsible Bidders to supply and deliver FLEET VEHICLES. The District is seeking the best price for fleet vehicles that meet the bid specifications. Complete descriptions and technical specifications are included.

Any cost associated with the preparation of the Bid shall be borne by the Bidder. The District reserves the right to accept or reject any or all Bids received as a result of this request, to negotiate with any qualified source, to cancel in part or in its entirety this Bid or to waive any irregularities or informalities in any Bids. The District reserves the right to make an award without negotiation.

Contract award is contingent upon availability of funds. Unless extended by an addendum to the Bid, the due date and time for the receipt of Bids is on or before **MONDAY, NOVEMBER 30, 2026 at 2:00 p.m.** in the Purchasing Department of the Hesperia Unified School District, located at 15576 Main Street, Hesperia, CA 92345-3643. Bids shall be publicly read aloud at that date and time.

Responses received by mail or in person must contain one (1) original bid response and one (1) copy of the bid on a flash drive and be sealed and clearly marked **"BID #26/27-004 - FLEET VEHICLES."**

ONLY BIDS SUBMITTED ON DISTRICT BID FORMS SHALL BE ACCEPTED.

All interested parties may obtain a copy of the bid package from the Hesperia Unified School District website at https://www.hesperiausd.org/page/current-bids or by requesting, by e-mail, a digital copy from debbie.shell@hesperiausd.org.

All Bids are due no later than 2:00 pm on MONDAY, NOVEMBER 30, 2026 .

Late Bids will be returned unopened. It is the sole responsibility of the Bidder to ensure that their Bid response is received on time.

All inquiries, comments, or exceptions to the Bid materials must be submitted in writing to the attention of Debbie Shell via email at debbie.shell@hesperiausd.org no later than Tuesday, November 10, 2026 at 12:00 P.M.

– END OF SECTION –

CALENDAR OF EVENTS

BID # 26/27-004
FLEET VEHICLES

Event	Details	Date	Time (PST)
Bid Advertised	**Victor Valley Daily Press**	November 1, 2026 & November 8, 2026	N/A
Last day to submit RFI/ Questions for Clarification or Explanations	E-mail to debbie.shell@hesperiausd.org	November 10, 2026	12:00 p.m.
Response to RFI/Questions for Clarification or Explanations sent to vendors	E-mailed to Bidders	November 16, 2026	5:00 p.m.
Proposals Due	**Hesperia Unified School District Purchasing Department 15576 Main Street Hesperia, California 92345**	November 30, 2026	**NO LATER THAN 2:00 p.m.**
Recommendation for Award will be presented to Board	Hesperia Unified School District Board Room, AESC Annex Bldg. C 15576 Main Street Hesperia, California 92345	December 14, 2026	6:00 p.m.
Notice of Award	E-mailed to bidders	December 15, 2026	4:30 p.m.

– END OF SECTION –

REQUIRED DOCUMENTS CHECKLIST

BID # 26/27-004
FLEET VEHICLES

- ☐ **TITLE PAGE**
- ☐ **REQUIRED DOCUMENTS CHECKLIST**
- ☐ **BID FORM AND PROPOSAL**
- ☐ **BID FORM PRICE SHEET**
- ☐ **DEVIATION FORM**
- ☐ **NON-COLLUSION DECLARATION**
- ☐ **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION**
- ☐ **ISSUED ADDENDUM(S) (IF APPLICABLE)**

*** SUBMIT THIS PAGE WITH YOUR PROPOSAL TO ENSURE ALL REQUIRED DOCUMENTS ARE SUBMITTED ***

– END OF SECTION –

INSTRUCTIONS TO BIDDERS

BID # 26/27-004
FLEET VEHICLES

READ THIS DOCUMENT CAREFULLY.
DO NOT ASSUME THAT THIS DOCUMENT IS THE SAME AS OTHER SIMILAR DOCUMENTS YOU MAY HAVE SEEN, EVEN IF THE DOCUMENTS WERE FROM THE HESPERIA UNIFIED SCHOOL DISTRICT.

1. **DEFINITIONS:**
   a. As used herein, "Bid" means this Invitation for Bids, Bid # 26/27-004.
   b. As used herein, "District" means the Hesperia Unified School District.
   c. As used herein, "Bidder" "Firm" Proposer" "Provider" and "Vendor" means the Firm/Service Provider submitting a Bid.
   d. As used herein, "Offer" means the Bid.
   e. As used herein, "Contract" means an associated agreement with the District.

2. **INSTRUCTIONS TO BIDDERS:**
   a. CONTENTS OF BID
      i. **One (1) original and one (1) copy on a flash drive** of the Bid shall be sealed in one package. The package must be clearly labeled **"Hesperia USD BID # 26/27-004 - FLEET VEHICLES"** and include the legal name, address, Bidder's contact person, and a telephone number on the outside of the package. All Bids must be submitted by no later than 2:00 PM on Monday, NOVEMBER 30, 2024. Bids shall be delivered to the attention of Debbie Shell, Assistant Buyer, Purchasing, Hesperia Unified School District, 15576 Main Street, Hesperia, CA 92345. It is the sole responsibility of the Bidder submitting the Bid to ensure that it is received by the District prior to the deadline time and due date and at the proper location. Unless this Bid is extended by a written addendum, Bids received after 2:00 p.m. on the due date, will not be considered and will be returned unopened. Only bids submitted on District bid forms shall be accepted.
      ii. Bid Form Price Sheet shall be in a separate sealed envelope and clearly marked "Price Proposal"
      iii. Bid security is not required for Bid # 26/27-004 - Fleet Vehicles.
      iv. The Bid must be signed in the name of the Bidder and must bear the signature in longhand and in blue or black ink of the person or persons duly authorized to sign the Bid. If the Bidder is a corporation, the signature shall include the printed name and title of the signatory, who has the authority to sign the Bid on behalf of the corporation, below the signature.
      v. Bids shall be completed in full as required by the instructions herein. **A Bid may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind.** A Bid will be rejected if, in the opinion of the District, the information contained therein was intended to mislead the District in the evaluation of the Bid. Bids shall only be prepared using the copy of the Bid Form included in the bid documents. The use of substitute bid forms other than clear and correct photocopies of those provided by the District will not be permitted.
      vi. The Bid submitted must not contain erasure, interlineations, or other corrections unless each correction is clearly and conspicuously authenticated by signature in the margin immediately opposite the correction by the authorized person signing the Bid. A Bidder will be bound by the terms and conditions of the Bid, notwithstanding the fact that errors may be or are contained therein. However, if potential material errors are discovered in a Bid, the District will make a reasonable effort to notify the Bidder that the Bid, as submitted, appears to contain errors and provide the Bidder with the opportunity to correct or clarify such potential errors. In the event the District determines that any Bid is unintelligible, inconsistent or ambiguous, the District may reject such Bid as not being responsive.
      vii. The District may request meeting with the Bidders representative to request answers and clarifications or it may request that the Bidder answer specific questions in writing, or to make a presentation to the District or to its Governing Board prior to any Agreement award.
      viii. The District may reject any or all Bids, and may waive informalities and minor irregularities in Bids received.
      ix. All Bids and materials submitted in response to this Bid shall become the property of the District and shall be considered a part of the Public Record and may be disclosed in accordance with applicable law, including the

California Public Records Act. Bidder shall have the obligation of marking any information as confidential or proprietary.

x. Response to inquiries regarding the status of a Bid must not be made prior to the posting of award recommendation. After bid opening and during the evaluation period, the District will not release any information on the received bids.

xi. Tie Bids: In the event that there are two or more identical lowest or highest bids, as the case may be, submitted to the District, a decision will be made in accordance with Public Contract Code 20117.

3. **PREPARATION AND SUBMISSION:**

a. Before submitting a Bid, each Bidder is expected to thoroughly examine all documents included in this Bid, including subsequent addendums to the Bid. Bidder should become familiar with any local conditions that may, in any manner, affect the services required. In order to maintain comparability and enhance the review process, it is requested that Bids be organized in the manner specified below. Include all information in your Bid. It is required that one (1) original copy of the Bid be submitted.

i. **Cover Sheet/Checklist:** Review, check the boxes and submit with the Bid, to ensure all required documents are submitted.

ii. **Title Page:** Indicate the Bid number and title for which the response is being provided; the name of the firm; local address; the name of your firm's contact person for the purposes of this Bid; the telephone number and fax number of the contact person; and the date. Failure to supply these documents may be considered grounds for disqualification.

iii. **Bid Form:** Review, complete and submit form as part of bid documents.

iv. **Bid Form Price Sheets:** Include proposed cost for each fleet vehicle listed. The District will evaluate Bids based on the total cost per vehicle including delivery to the District.

v. **Technical Specifications:** The Technical Specifications section(s) must be included with your Bid.

vi. **Non-Collusion Declaration:** The respondents shall execute and include in their Bid a non-collusion declaration.

vii. **Certification Regarding Debarment:** The respondents shall execute and include in their Bid a certification regarding debarment.

viii. **Addendums:** If it becomes necessary to revise any part of this bid, it is the sole responsibility of the bidder to include the written addendum or addendums in the bid. The addendums must be signed and included in your bid packet for your proposal to be deemed as complete.

4. **BID TERM:**

a. The terms of this contract shall be effective beginning on a date to be determined upon award by the Board through June 30, 2027 and may, by mutual agreement between the DISTRICT and awardee, be renewable for two (2) additional one (1) year periods. The DISTRICT, through the Purchasing Department, will, if considering renewing, request a letter of intent to renew from the awardee prior to the end of the current contract period. If needed, the contract will be extended 90 days beyond the contract expiration date. The awardee(s) will be notified when the recommendation has been acted upon and approved by the Board of Trustees of Hesperia Unified School District.

5. **EXPLANATION TO BIDDERS:**

a. If a Bidder desires an explanation or clarification of any kind regarding this Bid, the Bidder must make a written request for such explanation. **Requests must be submitted to Debbie Shell, Assistant Buyer, Purchasing Department at debbie.shell@hesperiausd.org no later than 2:00 p.m. on Tuesday, November 10, 2026**. Questions received in writing by the date and time specified will be answered in writing. Debbie Shell, Assistant Buyer, Purchasing Department, is authorized only to direct the attention of prospective Bidders to various portions of the Bid so that they may read and interpret such for themselves. Neither Debbie Shell nor any employee of the District is authorized to interpret any portion of this Bid or give information as to the requirements of the Bid in addition to that contained in the written documents. The District will advise all Bidders known to have received a copy of the Bid of the explanation or clarification, either by letter or formal Bid Addenda via postal service, electronic mail, or facsimile as the District may in its sole discretion deems appropriate.

b. If a Bidder discovers any error such as an ambiguity, conflict, discrepancy, omission, or other error in the Bid, then the Bidder shall immediately notify the District in writing. Submittal of a Bid without request for clarification shall be incontrovertible evidence that the vendor has determined that the specifications are sufficient for responding to the

Bid and completing the job and that vendor is capable of following and completing the job in accordance with the project specifications.

c. If necessary, an addendum may be created and processed.

6. **ADDENDUMS:**

a. Bidders are advised that the District reserves the right to revise this Bid at any time. Addendums will be done formally by providing written addendum to all potential Bidders known by the Purchasing department to have received a copy of the Bid. All addenda issued by the District shall be included in the bid and made part of the Contract Documents. Any addendum(s) to this bid will be posted on the District website at: https://www.hesperiausd.org/page/current-bids, it is the sole responsibility of the bidder to check the District website for addendum postings.

i. Bidders must acknowledge receipt of any and all Bid addendums. This shall be done by the following means:

1. By signing and returning a copy of the issued addendum with the bid documents

And,

2. By initialing, the appropriate "**Acknowledgement of Addendums**" block in the "**BID FORM**" section of this Bid.

ii. The acknowledgement of receipt of an addendum must be RECEIVED by the Purchasing department prior to the hour, and date specified for receipt of Bids. Failure to acknowledge receipt of addendums may result in rejection of a Bid.

iii. Copies of any addendums will be made available for inspection at the District's Purchasing Department where, bid documents will be kept on file.

iv. Pursuant to Public Contract Code section 4104.5, if the District issues an addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of bids, the District will extend the deadline for submission of bids. The District may determine, in its sole discretion, whether an addendum warrants postponement of the bid submission date.

v. No verbal or written information, which is obtained other than by information in this document or by an addendum to this Bid, will be binding on the District.

7. **SUBMITTING BIDS:**

Telegraphic, Electronic (including emailed) or facsimile bids and modifications will **NOT** be considered. No vendor may submit more than one Bid. By submitting a Bid, the prospective vendor represents that it has thoroughly examined and become familiar with the work required under this Bid and that it is capable of providing the equipment and services necessary to achieve the District's goals and objectives for the project.

8. **MODIFICATION OR WITHDRAWL OF BID:**

Any Bid may be withdrawn, solely by written request, at any time prior to the scheduled closing time for receipt of Bids. All requests for the withdrawal of a Bid must be accompanied by proof acceptable to the District, which authorizes the individual requesting the Bid withdrawal to so act on behalf of the vendor. If a change to a Bid that has been submitted is desired, the submitted Bid must be withdrawn and the replacement Bid submitted to the District prior to the scheduled deadline for submittal of Bids.

Changes or additions to the Bid request, alternative Bids or any other modifications of the information requested by this Bid, which is not specifically called for in the Bid, may result in the District's rejection of the Bid.

9. **LATE BIDS:**

No Bid or Bid modification received after the due date and time deadline will be considered.

10. **BID AWARD:**

a. Award will be made to the lowest, responsive, responsible Bidder which best meets the needs of the District

b. 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. Further, the District reserves the right to be the sole judge of the merit and qualifications or products and/or services offered and may accept whatever Bid, or combination of Bids, deemed to be in the best interest of the District. The District reserves the right to award to one, or to multiple vendors. If there is a discrepancy between the unit price bid and the extended price, unit prices shall prevail.

c. The District reserves the right, before awarding the contract, to require Bidder(s) to submit or provide evidence of qualifications or any other information the District may deem necessary

d. The District reserves the right, prior to award, to cancel the Bid or portions thereof, without penalty.

e. The District reserves the right to: (1) accept the Bid of any or all items it deems, at its sole discretion, to be in the best interest of the District; and (2) the District reserves the right to reject any and/or all items proposed.

f. Written notice of award to a vendor in the form of a purchase order or other document, mailed or delivered to the address shown on the Bid will be considered sufficient notice of acceptance of Bid.

11. **PAYMENT TERMS AND INVOICING:**

a. Unless otherwise agreed, the District will pay properly submitted vendor invoices within thirty (30) days of receipt of goods or services, or combination of both. Payment will not be made until goods or services are delivered, installed (if required), and accepted as specified. Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order.

b. The District makes no representations that an agreement will be awarded to any prospective vendor responding to this Bid.

12. **CANCELLATION OF AWARD/TERMINATION:**

a. In the event any of the provisions of this Bid are violated by the Bidder, the District will give written notice to the Bidder stating the deficiencies and unless these deficiencies are corrected within ten (10) days, recommendation will be made by the District for immediate cancellation. Upon cancellation hereunder, the District may pursue any and all legal remedies as provided herein and by the law.

b. The District reserves the right to terminate any contract resulting from this Bid, at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the District will be relieved of all obligations under said contract. This paragraph does not relieve the District of its responsibility to pay for services or goods provided or furnished to the District prior to the effective date of the termination.

13. **DEFAULT:**

a. Cancellation of contract of awardee may result in the removal from the Districts Bidders list for a period of three (3) years.

14. **LOBBYING:**

a. OFFERORS ARE HEREBY ADVISED THAT LOBBYING IS NOT PERMITTED WITH ANY DISTRICT PERSONNEL OR BOARD MEMBERS RELATED TO OR INVOLVED WITH THIS Bid UNTIL THE ADMINISTRATION'S RECOMMENDATION FOR AWARD HAS BEEN POSTED AT THE DISTRICT OFFICE. ALL ORAL OR WRITTEN INQUIRIES MUST BE DIRECTED THROUGH THE PURCHASING DEPARTMENT.

i. Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the decision of a board member or district personnel after release of the Bid and prior to the Board's vote on the award of this contract.

ii. Any Bidder who is adversely affected by the recommendation award may file a protest within the time prescribed per the District's protest policy. Failure to adhere strictly to the rules pertaining to protests will result in summary dismissal by the Purchasing Department. Additionally, any Bidder who is adversely affected by the recommendation award may address the school board at a regularly scheduled board meeting.

iii. Any Bidder or any individuals that lobby on behalf of Bidder prior to the Board's vote on the award of this contract will result in the rejection and/or disqualification of said Bid.

15. **WARRANTY:**

a. The length, time, and conditions of warranty must be attached to or stated in the Bid document. The seller and/or manufacturer warrants that the goods sold hereunder will be merchantable quality, will conform to applicable specifications, and will be free from defects in material and workmanship and will be fit for the particular purpose intended.

Warranty does not commence until after the complete unit has been accepted and placed into service by the user agency.

Bidder shall indicate the name and the geographical location of the nearest authorized dealer to perform subsequent warranty service. This information shall be stated in the pricing section of Bid or otherwise specified.

16. **BRAND NAME SPECIFICATIONS:**

a. Brand name specifications are included for descriptive purposes, to indicate the quality, design and utility desired and are not intended to preclude any vendor from bidding who can substantially meet those specifications. Brand names and model numbers where specified have been shown due to existing standards. Bidders may propose a product whose brand is **of equal** make, model or type to those specified herein, but each deviation from the specifications must be set forth in detail.

b. For optional equipment, any other brands offered as "equal" shall be accepted only after being reviewed by the District and proven that their capabilities meet District needs.

c. If Bidder does not indicate that they are proposing an item other than that specified, it is understood and agreed that they will be furnishing the item(s) as specified.

17. **DEVIATIONS FROM BID TERMS AND CONDITIONS:**

a. Should the bidder wish to request any substitutions and/ or deviations, the bidder shall submit with the bid, at a minimum, descriptive technical literature (manufacturer's specifications and a picture of the specific items), marked with the appropriate bid item number, should be provided fully describing the claimed "or equal" product. Suitability and valuation of "equals" rest in the sole discretion of the District. If the material, process, service, or equipment offered by the bidder is not, in the sole opinion of the District, substantially equal or better in every respect to that specified, and is rejected by the District, then the bidder expressly understands and agrees that bidder shall furnish the material, process, service, or equipment specified by the District.

b. Bids will only be considered if the proposed products meet the minimum requirements and conform to the specifications set forth in these bid documents. Whenever brand names are used, they are used as specifications only. The intent is to indicate quality standards and is presumed to be followed by the words "OR EQUAL." Any variances from the specified items must be clearly noted on the bid, otherwise the product will be assumed to be "as specified" – the exact product listed in the bid document. Substitutions and or deviations that meet or exceed the specifications are acceptable. Products not meeting the criteria as determined solely by the District will be cause for the rejection of the Bid Response, or product.

c. It is the bidder's responsibility to demonstrate equivalency of proposed products. The District has the discretion to request, and test, product samples prior to the award of the bidder. The District reserves the right to reject all bids that do not conform to the specifications.

18. **NON –APPROPRIATED FUNDS:**

a. The Bidder hereby agrees and acknowledges that monies utilized by the District to fulfill bid requirements is public money appropriated by the State of California is or acquired by the District from similar public sources and is subject to variation. The District fully reserves the right to cancel this bid at any time due to non-availability or non-appropriation of sufficient funds.

19. **BID QUANTITIES:**

a. **The quantities listed herein are estimates. The District reserves the right to order more, less or none of the quantity indicated or to withdraw a line item or the entire bid.**

20. **PRICING:**

a. Unit prices shown on the Bid shall be the price per unit of sale as stated on the price sheet or contract. For any given item, the quantity multiplied by the unit price shall establish the extended or total price; the unit price shall govern in the Bid evaluation and contract administration.

21. **PRICE ESCALATION:**

a. After the initial one (1) year term, prices may increase in accordance with the terms of this price escalation clause.

A maximum price increase of no more than (5%) per year, or in accordance with the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index- All Urban Consumers Los Angeles, All Items, for Los Angeles/Riverside/Orange County, twelve (12) month percentage change, whichever is less, may be negotiated subject to the existing market conditions and approval by the District.

The successful bidder must substantiate such price increases by providing documentation that is acceptable and to the complete satisfaction of the District in order to justify the increase.

22. **PRICE DECREASES:**

a. Bidders are required to pass price reductions immediately through to the Hesperia Unified School District as market prices drop for these products throughout the duration of the bid award and any extensions. In addition, the District reserves the right to extend this bid for additional years under any price decreases provided by the successful bidder if it is in the best interest of the District.

23. **MINIMUM/MAXIMUM QUANTITIES:**

a. The District does not guarantee that a minimum or maximum amount will be purchased; the District will not consider a bid to be responsive to this solicitation if a minimum or maximum quantity purchase is required by the bidder. The District, however, does not guarantee orders in these amounts nor shall the District be required to limit its orders to only those figures.

24. **VALIDITY OF FIRM BID:**

a. Each Bid must be a firm irrevocable offer, and remain open and valid for District acceptance for 90 days from submittal date.

25. **SALES TAX:**

a. Do not include California State Sales Tax in Bid. Said Tax will be added to invoice and paid by the District. Do not include Federal Excise Tax or Use Tax in the Bid. The District is not subject to same.

26. **DELIVERY:**

a. Price must include shipping. If there is a freight or transportation increase prior to delivery of the unit, the additional increase must be at the dealer/manufacturer's expense. Proposed price FOB destination to Hesperia Unified School District, Maintenance & Operations, 11107 Santa Fe Ave., E, Hesperia, CA 92345. All products and services are subject to final inspection and acceptance by the District. Upon placement/ receipt of a purchase order, the successful bidder shall deliver materials within a thirty (30) calendar days maximum period unless other delivery times or arrangements have been agreed upon by the District and vendor.

27. **PIGGYBACKABLE BID:**

a. In accordance with Public Contract Code Section §20118, other school districts in the State of California may purchase under the same terms and conditions of this bid if it is determined to be in their best interest. If so, the Hesperia Unified School District waives its right and prefers that each school district work directly with the successful bidder. Sales to the other district will be made at the discretion of the successful bidder.

Acceptance or rejection of this provision will not affect the awarding of this bid.

– END OF SECTION –

GENERAL TERMS AND CONDITIONS

BID # 26/27-004
FLEET VEHICLES

1. **LEGAL REQUIREMENTS:**

   a. It shall be the responsibility of the Bidder to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the Bidder(s) will in no way be a cause for relief from responsibility.

   b. Bidder(s) doing business with the District are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

2. **GOVERNMENT STANDARDS:**

   a. All materials, equipment, and supplies provided to the District must fully comply with all safety requirements and all applicable OSHA Standards. Bidders shall comply with all local, state and federal regulations, directives and laws.

13. **INDEMNIFICATION/HOLD HARMLESS AGREEMENT:**

   a. Awarded Bidder shall, in addition to any other obligations to indemnify the District and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the District, their agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged.

      i. Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting from or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Bidder, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them any of them may be liable in the performance of work; or

      ii. Violation of law, statute, ordinance, governmental administration order, rule regulation, or infringement of patent rights by contractor in the performance of work; or

      iii. Liens, claims, or actions made by the Bidder of any subcontractor or other parties performing the work.

   b. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the Bidder of any subcontractor under worker's compensation acts; disability benefit act, other employee benefit acts or any statutory bar.

   c. Any costs or expenses, including attorney's fees, incurred by the District to enforce this agreement shall be borne by the Bidder.

14. **PUBLIC RECORDS LAW:**

   a. All Bid documents or other materials submitted by the Bidder in response to this Bid will be open for inspection by any person and in accordance with California Statutes.

15. **COST INCURRED IN RESPONDING:**

   a. All costs incurred or indirectly related to Bid preparation, representation or clarification shall be the sole responsibility of and borne by the Bidder. Bidder shall not include any such costs as part of the price as proposed in response to this Bid.

6. **INDULGENCE:**

   a. Indulgence by the District on any non-compliance by the Bidder does not constitute a waiver of any rights under this Bid.

7. **ASSIGNMENT OF CONTRACT AND/OR PAYMENT:**

   a. This contract or agreement is personal to the parties herein and may not be assigned, in whole or in part, by the Bidder without the written consent of the District.

      The Bidder herein shall not assign payments under this contract or agreement without prior written consent of the District.

8. **NON-COLLUSION DECLARATION:**

   a. The respondents shall execute and include in their Bid a non-collusion declaration.

9. **CERTIFICATION REGARDING DEBARMENT:**

   a. The successful bidder shall certify, that neither it nor its principals is presently debarred, suspended, proposed for debarment; declared ineligible, or voluntarily excluded from participation in the transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contract and subcontracts. Were the bidder or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this proposal.

10. **GOVERNING LAW:**

   a. The final contract between Bidder and District shall be governed by California law.

– END OF SECTION –

BID FORM AND PROPOSAL

BID # 26/27-004
FLEET VEHICLES

Failure to complete the Bid Form and Bid Form Price Sheet in its entirety will render a bidder nonresponsive

Name of Bidder: _____

To: Hesperia Unified School District, acting by and through the Governing Board, herein called the "DISTRICT."

1. The undersigned bidder, having become familiarized with all the following documents including but not limited to the Introduction/ Background, Calendar of Events, Instructions and Conditions, Bid Form, Bid Form Price Sheet, Non-collusion Declaration, all insurance requirements, General Terms and Conditions, Technical Specifications, Certification regarding debarment, and all modifications, addenda and Addendums, if any (hereinafter Bid Documents), the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Bid Documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, supplies, tools, equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

Bid No. 26/27-004, Fleet Vehicles

all in strict conformity with the Bid Documents, including Addenda Nos. and/or Addendum Nos., on file at the office of the **Hesperia Unified School District** for the sums as set forth in this Bid Form.

2. It is understood that 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 process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the **Hesperia Unified School District** the Agreement and will also furnish and deliver to the **Hesperia Unified School District** certificates and endorsements of insurance, the Workers' Compensation Certificate, and any other required documentation, within five (5) working days of the notice of award of the contract.

4. Communications conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to the bidder stated below in Section 5.

5. The name(s) of all persons interested in the bid as principals are as follows:

Name	Address	Phone/ Email
_____	_____	_____
_____	_____	_____
_____	_____	_____

6. The bidder hereby warrants that the bidder has all appropriate licenses and permits to perform the work as specified in the bid documents and that such licenses and permits will be in force and effect throughout the Agreement.

7. The bidder, whether manufacturer, supplier, distributor or retailer, hereby certifies that the products offered under this bid have been placed in regular commercial use for a period of at least three (3) years and that adequate spare parts exist in the marketplace for the items sold.

8. In submitting this bid, 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. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700, et seq.) arising from purchases 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 under the contract. (Public Contract Code Section 7103.5; Government Code Section 4450, 4451 and 4552).

9. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

10. It is understood and agreed that if requested by the DISTRICT, the bidder shall furnish a notarized financial statement, references, and other information required by the DISTRICT that is sufficiently comprehensive to permit an appraisal of bidder's ability to perform the work.

11. Time is of the essence. Bidder must ensure that orders are delivered/received by the District in an acceptable amount of time.

12. The required non-collusion declaration is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed declaration will render the bidder automatically nonresponsive.

13. The required Certification regarding debarment is attached and as required by Public Contract Code Section 6109. Bidder understands and agrees that failure to submit a completed and signed declaration will render the bidder automatically non-responsive.

14. Bid prices are to include delivery, F.O.B. Hesperia Unified School District, assembly, and any required.

15. Acknowledgement of Addendums:

The Bidder acknowledges receipt of addendums to Bid #26/27-004.

Addenda Number						*Initial Here*
Date						

16. Per Instructions to Bidders, Paragraph 26, regarding Piggybacking option:

Acceptance or rejection of this provision will not affect the awarding of this bid.

OPTION GRANTED: _____ Initial

OPTION NOT GRANTED: _____ Initial

17. Certification by Bidder:

I hereby certify that I am able to commit the firm to the Bid submitted.

Date

Telephone Number

Company Name

Fax Number

Authorized Signature

Print Name

Title

Street Address

City State Zip Code

If you are submitting a proposal as a corporation, please provide your corporate seal here:

– END OF SECTION –

BID FORM PRICE SHEET

BID # 26/27-04
FLEET VEHICLES

The Bidder hereby agrees that its attached Bid Form Price Sheet, of which this is part, is a firm and irrevocable offer and valid for acceptance by the District for the period through and including 90 days from submittal date.

The District does not guarantee that a minimum or maximum amount will be purchased; the District will not consider a bid to be responsive to this solicitation if a minimum or maximum quantity purchase is required by the bidder. The District, however, does not guarantee orders in these amounts nor shall the District be required to limit its orders to only those figures.

VEHICLE #1 2026 ¾ TON SINGLE CAB TRUCK 4X2, UTILITY BED, SINGLE REAR AXLE, TRAILER HITCH INSTALLED (or equal) or Most Recent Mode			
Estimated Order Quantity:	Two (2)	Nearest authorized dealer to perform warranty service:	
Unit Base Cost Per Vehicle: $ (each)			Total Cost Per Vehicle ***INCLUDING DELIVERY***: $ (each)
VEHICLE #2 2026 CARGO VAN (or equal) WITH HIGH ROOF, AND LONG OR EXTENDED WHEELBASE WITH A REAR LIFTGATE (or equal) or Most Recent Model			
Estimated Order Quantity:	One (1)	Nearest authorized dealer to perform warranty service:	
Unit Base Cost Per Vehicle: $ (each)			Total Cost Per Vehicle ***INCLUDING DELIVERY***: $ (each)
VEHICLE #3 2026 FORD EXPEDITION MAX XLT WITH SAFETY PACKAGE/ BACKUP CAMERA/ BLIND SPOT ASSIST, AND TOW PACKAGE (or equal) or Most Recent Model			
Estimated Order Quantity:	One (1)	Nearest authorized dealer to perform warranty service:	
Unit Base Cost Per Vehicle: $ (each)			Total Cost Per Vehicle ***INCLUDING DELIVERY***: $ (each)
VEHICLE #4 2026 COMMERCIAL CUTAWAY WORK VAN WITH SAFETY PACKAGE/ BACKUP CAMERA/ BLIND SPOT ASSIST, AND TOW PACKAGE (or equal) or Most Recent Model			
Estimated Order Quantity:	Four (4)	Nearest authorized dealer to perform warranty service:	
Unit Base Cost Per Vehicle: $ (each)			Total Cost Per Vehicle ***INCLUDING DELIVERY***: $ (each)
VEHICLE #4 2026 F550 4x2 205” WHEELBASE WITH A 16’ PAINTED AND MOUNTED STAKEBED, 1000 TOMMYGATE, 42” HIGH WOOD GATES, WITH SAFETY PACKAGE/ BACKUP CAMERA/ BLIND SPOT ASSIST, 60”UNDERBED BOXES, AND TOW PACKAGE (or equal) or Most Recent Model			
Estimated Order Quantity:	One (1)	Nearest authorized dealer to perform warranty service:	
Unit Base Cost Per Vehicle: $ (each)			Total Cost Per Vehicle ***INCLUDING DELIVERY***: $ (each)

– END OF SECTION –

TECHNICAL SPECIFICATIONS

BID # 26/27-004
FLEET VEHICLES

All pages of this section must be completed and submitted with Bid.

1. **SPECIFICATIONS:**

   a. The District as represented by the Purchasing Department will accept Bids for the purchase of specified item(s) as described further in this document.

   The intended user agency is Hesperia Unified School District

   Any deviation from the minimum specifications stated herein must be identified in detail on the form provided and must include a description of how the proposed item/s differ from the Bid requirements, along with detailed justification for such deviation. Bidder shall include photos and schematics as necessary, for complete clarification.

   The specifications below describe an acceptable unit(s)/item(s). Minor variations in specification may be accepted if, in the opinion of District staff, they do not adversely affect the quality, maintenance or performance of the items). The District reserves the right to accept or reject any and all Bids, to waive informalities and to choose the Bid that best meets the minimum specifications and needs of the District.

   Additional variation sheet may be added as need for each listed vehicle. If no variations are listed, it will be assumed that all specifications are met.

   b. All vehicles shall have factory standard features & specifications except as noted below:

   EXTERIOR COLOR: Oxford White

   INTERIOR COLOR: Medium Earth Gray

   TRANSMISSION: Automatic

   KEYS: Required to provide four (4) ignition keys per vehicle

   INTERIOR FEATURES: AM/FM stereo; Air conditioning; Heavy-duty cloth seating; Black vinyl flooring

   HITCH TYPE AND PLUG: 7 prong electric trailer plug; Class V receiver hitch (FOR TRUCKS ONLY)

   50 State emissions

   DEPARTMENT OF MOTOR VEHICLES, DMV REGISTRATION AND "E" LICENSE PLATES TO BE HANDLED BY THE DEALER.

– END OF SECTION –

DEVIATION FORM

BID # 26/27-004
FLEET VEHICLES
(FORM MUST BE SUBMITTED WITH THE PROPOSAL)

Any deviation from the minimum specifications stated herein must be identified in detail on the form provided and must include a description of how the proposed item/s differ from the Bid requirements, along with detailed justification for such deviation. Bidder shall include photos and schematics as necessary, for complete clarification.

☐ Check box at left if Bidder has taken NO deviations from the specifications

ITEM #	PROPOSED ITEM/S DETAILS

NON-COLLUSION DECLARATION

(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

I, _____, declare as follows:

That I am the _____of _____, the party making the attached Bid; that the attached 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 induced or solicited any other Bidder to put in a false or 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 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 Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this _____day of _____, 20___, at _____, California

By:_____

Name:_____

Title:_____

Authority: Public Contract Code 7106

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

(FORM MUST BE SUBMITTED WITH THE PROPOSAL)

I am aware of and hereby certify that neither _____nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/ contractor or any lower participant is unable to certify this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named bidder on the _____day of_____, 20__for the purposes of submission of this bid.

(Corporate Seal)

_____
Name of Contractor (Print or Type)

By: _____
Signature

_____
Print Name

_____
Title

As the awardee under this Bid, I hereby certify that the above certification remains valid as of the date of contract award, specifically, as of the ___day of _____, 20__, for the purposes of award of this contract.

(Corporate Seal)

_____
Name of Contractor (Print or Type)

By: _____
Signature

_____
Print Name

_____
Title