



**COLTON JOINT UNIFIED
SCHOOL DISTRICT**
1212 Valencia Drive
Colton, CA 92324

Bid No. 25-018JB
Purchase of (1) New
Warehouse Delivery Truck

ISSUE DATE:	April 25, 2025	
Publication Dates	April 25, 2025 May 2, 2025	
REQUEST FOR INFORMATION DUE:	May 7, 2025	12:00 P.M.
ADDENDUMS ISSUED BY:	May12, 2025	4:00 P. M.
BID OPENING:	May 16, 2025	9:30 A.M.

NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that sealed bids will be received in the Colton Joint Unified School District office, to the attention of the Director of Purchasing, 1212 Valencia Drive, Colton, California 92324, no later than **9:30 A.M. on May 16, 2025**.

The Bid Opening will be conducted in the purchasing office of the Colton School District office at **9:30 A.M on May 16, 2025**. All bidders interested in attending the bid opening must sign in at the purchasing office by **9:30 A.M. on May 16, 2025**.

Specifications for the material and/or services required, and the bid form on which the proposal must be submitted, are available on the Colton Joint Unified School District's website at <https://www.cjusd.net/departments-services/home/purchasing>. All notifications, updates and addenda will be posted on the District's website. Bidders shall be responsible for monitoring the website to obtain information regarding any revisions for this solicitation. Failure to respond to required updates may result in a determination of a nonresponsive bid. No bidder may withdraw any bid for a period of sixty (60) calendar days after the date set for the opening of bids.

All requests for information/clarifications must be submitted, in writing, to joann_baeza@cjusd.net and received no later than **12:00 P.M. on May 7, 2025**. Please direct all correspondence with the subject line, "Bid No. 25-018JB Purchase of (1) New Warehouse Delivery Truck". No other questions or requests for information will be accepted after this date and time.

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

The District reserves the right to reject any or all proposals and waive any irregularities or informalities in any bid or in the bidding; and to accept or reject any items thereon.

Colton Joint Unified School District

Publication Dates: 4/25/2025 & 5/2/2025

COLTON JOINT UNIFIED SCHOOL DISTRICT
BID NO. 25-018JB
PURCHASE OF (1) NEW WAREHOUSE
DELIVERY TRUCK

BID/CONTRACT DOCUMENTS

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***THESE DOCUMENTS MUST BE SUBMITTED WITH BID**

GENERAL BID INSTRUCTIONS AND CONDITIONS

1. **SUBMITTING BIDS:** Each bid must be received in the Colton Joint Unified School District Purchasing office, to the attention of the Director of Purchasing, 1212 Valencia Drive, Colton, California, by the time prescribed in the bid. Each bid shall be in a sealed envelope, bearing the name of the bidder, bid number, date, and hour specified for public opening. Any bid received at the designated location after the scheduled closing time for receipt of bids shall be returned to the bidder unopened. Bids received via email or fax will not be accepted.

Before submitting a bid, bidders shall carefully examine specifications, and the forms of other documents. They shall fully inform themselves as to all existing conditions and limitations and shall insure that unit cost and total cost is reflected in the bid. No allowance will be made because of lack of such examination or knowledge.

2. **RESPONSIBILITY:** All bids shall be signed with the firm name and by a responsible officer or employee.
3. **ERASURES, INCONSISTENT, OR ILLEGIBLE BIDS:** All prices and notations shall be typewritten or in ink. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the persons signing the bid. In the event of inconsistency between words and figures in the bid price, words shall control figures. In the event that District determines that any bid is unintelligible, inconsistent, or ambiguous, District may reject such bid as not being responsive to the invitation to bid. Bidders shall verify their bids before submission, as bids cannot be withdrawn or corrected after the bid opening.
4. **MODIFICATIONS:** Changes in or additions to the bid form, recapitulations of the work bid upon, alternative bids, or any other modification of the bid form or other bid documents, including the Sample Contract, Addenda, General and Supplementary Conditions, etc., which is not specifically called for in these bid documents may result in District's rejection of bid as not being responsive to this invitation to bid. No oral, telephonic, telegraphic, or facsimile bids or modifications will be considered.
5. **SIGNATURE:** The bid form, all bonds, the Contractor's Certificates, the Agreement, and all documents included in bid documents to be submitted with bid must be signed in permanent ink in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid. Any bid submitted without a signature will be deemed non-responsive and will be rejected.

6. **ACCEPTANCE:** Bid on each item separately. Prices shall be stated in units specified. The Board of Trustees will not be responsible for errors in extensions. The right is reserved to reject any or all bids; to waive any irregularities or informalities in any bid or in the bidding; and to accept or reject any items in the bid. Bidders are to bid only one piece of equipment/item per bid line item on bid form; multiple equipment/items and pricing structure or offers per bid line item will not be accepted and will deem the bidder as nonresponsive. No bidder may withdraw their bid for a period of sixty (60) days after the date set for opening thereof.
7. **BIDDERS INTERESTED IN MORE THAN ONE BID AND BIDDERS NOT QUALIFIED TO BID:** No person, firm or corporation shall be allowed to make, or file, or be interested in more than one (1) bid for the same work unless alternate bids are specifically called for by the District. A person, firm, or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders or submitting a bid. No person, firm, or corporation shall be allowed to bid who has participated in the preparation of contract specifications; a bid by such a person, firm or corporation shall be determined to be non-responsive.
8. **TIE BIDS:** If two identical low bids are received from responsive and responsible bidders, the District will determine which bid will be accepted pursuant to California Public Contract Code Section 20117.
9. **FAILURE TO PROVIDE REQUESTED INFORMATION:** Failure of a bidder to provide any required documentation or information requested in this package may result in the rejection of their bid.
10. **BID EVALUATION CLARIFICATION:** The District reserves the right to obtain clarification of any point in a bidder's submittal or to obtain additional information. The District reserves the right to conduct on District site, telephone or email, conversations with the bidders to clarify bid proposals and other documents, ask questions or obtain additional information. The bidder's inability to respond to this request may be cause for disqualification of their bid.
11. **PROTESTS AFTER AWARD:** Any protest against the award of a contract pursuant to this bid must be received within five (5) calendar days after receipt of a written notice of the District's intent to award to another bidder. The District shall not be obligated to consider protest received after the above-specified deadlines. All protests must be in writing and submitted to the Director of Purchasing, JoAnn Baeza at joann_baeza@cjusd.net

12. **SUBSTITUTIONS:** Use of patent or proprietary names or the names of manufactures in these specifications shall be deemed to be used for the purpose of facilitating a description and shall be deemed to be followed by the words “or equal” unless the bid specifically requires no substitutions. The bidder may offer any material or products which shall be substantially equal to that so indicated or specifically provided; however, the bidder shall furnish samples and/or full descriptive information covering the product bid on, properly marked, and showing item number and page number on each sample or description.
13. **QUALITY:** All workmanship, materials, and articles incorporated in the items covered by this specification shall be of the best available grade of their respective kinds for the purpose for which the items are to be used. All equipment shall be new unless otherwise specified.
14. **DEFECTS AND COMPLIANCE:** Bidders shall guarantee all items purchased under this bid to be in compliance with the bid specifications and shall be free of defects. Should any problems arise due to defective material(s) or faulty workmanship, or if the product is not in compliance with bid specifications and requirements, the bidder shall replace the product at no charge.
15. **WARRANTY:** Items delivered under this contract will have standard warranty, including full parts, labor to repair (if needed). Unless otherwise specified, warranty “period of time” should commence after receipt of item/material by the District. The successful bidder will be solely responsible for handling all warranty claims.
16. **SAMPLES AND TESTING:** Samples of items, when required, shall be furnished free of expense to the District, and may be retained by the District for the purpose of comparing against material delivered by the apparent low bidder, and if not destroyed by tests will, upon request, be returned at bidder’s expense. The final decision as to whether the material or product is the equal to that specified shall be made by the District. In all cases when a sample is taken from a shipment and sent to a public testing laboratory and the test shows that the sample does not comply with the specifications, the bidder shall pay the cost of the tests. In all cases the District reserves the right to make test it deems necessary.
17. **PATENT INFRINGEMENTS:** The successful bidder shall hold the Central School District, its officers, agents, servants and employees, harmless from liability of any nature or kind on account of use of any copyrighted or un-copyrighted composition, secret process, patented invention, article, or appliance, furnished or used, under this bid.
18. **DELIVERY:** It is understood that the bidder agrees to deliver prepaid all items on which bids are accepted to the address indicated in the bid. All cost for delivery, drayage, or freight, or the packing of said articles are to be borne by the bidder.

19. **DISCOUNT:** Cash discount when stated on bid shall be allowed on all payments that are processed by the District with reasonable promptness after acceptance of material and receipt of vendor's invoice in triplicate. Cash discounts for a period of less than thirty (30) days will not be considered in determining low bidder.
20. **BID NEGOTIATIONS:** A bid response to any specific item of this bid with terms such as "negotiable", "will negotiate", or similar, will be considered non-responsive to that specific term. Alternate bids will be rejected.
21. **INTERPRETATIONS OF BID DOCUMENTS:** All interpretations of the bid conditions and/or specifications shall be made only by written addendum. The District shall not be responsible for any other explanation or interpretation of the bid document. Any addenda issued by the District during the time of bidding shall be made a part of the contract. It is the sole responsibility of the bidder to ensure all addenda are accounted for in the bid prior to submission.
22. **LEGAL REQUIREMENTS:** All bidders are required to comply with and be bound by all applicable provisions of law whether or not referred to herein.
23. **LAWS:** All codes, laws, ordinances, rules, regulations, orders and other legal requirements of the city, county, state, federal and other public authorities which bear on items provided in this bid shall be adhered to, as applicable. Latest editions shall be applicable unless specified otherwise. This bid is governed by and construed in accordance with the laws of the State of California.
- Each and every provision of law and clause required by law to be inserted in this bid shall be deemed to be inserted herein and the bid shall be 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 bid shall forthwith be physically amended to make such insertion or correction.
24. **COMMUNICATION OF AWARD:** Bid awards made by the Board of Trustees shall not become binding upon the District until communication in writing to the successful bidder.
25. **FUNDING:** Purchase is contingent upon availability of funds.

26. **DEBARMENT, SUSPENSION & EXCLUSION:** 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 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. See attached Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.
27. **FORFEITURE FOR FAILURE TO EXECUTED CONTRACT:** In the event the bidder to whom an award is made fails or refuses to execute the contract within five (5) calendar days from the date receiving notification of award, the District may award the work and/or materials to the next lowest bidder or may call for new bids.
28. **PRODUCT AVAILABILITY:** By submitting a bid, the vendor indicates that it has the ability to provide the requested product to the District by the time indicated in the bid response.
29. **W-9 FORM:** A W-9 Form must be completed and submitted to the District prior to award of bid.
30. **INVOICING & PAYMENTS:** Within thirty (30) days of receipt of a proper invoice and after delivery of any or all of the items listed on the bid form and their acceptance by the District. All invoices are to be submitted in duplicate and mailed in accordance with instructions as shown on the purchase order (unless otherwise noted).

All invoices shall be forwarded to the address noted on the purchase order and marked:

Colton Joint Unified School District
ATTN: ACCOUNTS PAYABLE

Invoices will be returned for correction unless they contain the following information: Item numbers, Description of Item, Quantity, Unit Price Extensions and Total. Each invoice shall reference the District Purchase Order. Payment in full will only be made upon final acceptance of items as shown on the Purchase Order.

Delivery shall be FOB Destination Freight Prepaid to the location listed on the Purchase Order.

The District's standard terms for payment are Net 30 days from receipt of delivery of order. All discounts, including prompt payment, shall be included in bid price.

31. **LATE FEES:** In the event that the Successful Bidder fails to deliver the ordered goods by the time specified in the contract, the District may impose a late fee charge. This charge shall be taken as a credit against the Successful Bidder's invoice to the 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 District and Successful Bidder changing the specified delivery date must be in writing. Late fees will be assessed if Successful Bidder fails to meet the revised delivery date.

32. **LIQUIDATED DAMAGES:** The District shall hold the Successful Bidder liable and responsible for all damages which may be sustained because of its failure to comply with any conditions herein. If the Successful Bidder fails to furnish or deliver any material, supplies, equipment, or services at the prices quoted, or at the times and places stated, or otherwise fails to comply with the terms of the documents in their entirety, the District may purchase the items herein specified elsewhere, without notice to the Successful Bidder. Costs accrued by the District for a purchase resulting from a failure to perform, shall be invoiced to the Successful Bidder or payment may be deducted from future invoices. Prices paid by the District shall be considered the prevailing market prices at the time such purchase is made. In addition, a charge of \$50.00 will be assessed to cover administrative costs for processing of third-party orders resulting from non-performance.
33. **EVALUATION CRITERIA:** This bid will be evaluated on the following factors to determine responsiveness and responsibility of bidder: price, competency, credibility, and compliance with all aspects of the specifications, exceptions that may be noted, and any other factors that may arise during the review process after bid opening. Bids that are deemed to be nonresponsive or bidders that are found to be non-responsible will be rejected in accordance with Public Contract Code and due process procedures.
34. **AWARD OF BID:** Bid will be awarded to the lowest responsive and responsible bidders.
35. **MULTIPLE AWARDS:** On line-item bids, the District reserves the right to award this contract to multiple bidders, or to group like items and award in lots.
36. **BRAND NAMES AND MODEL NUMBERS:** 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.

37. **AGREEMENT:** The complete contract will include the Notice Inviting Bids, General Bid Instructions and Conditions, Special Conditions, Specifications, the bid of the bidder, its acceptance by the District, and the Purchase Order issued by the District, any of which shall be interpreted to include all provisions of the other documents as though fully set forth therein.
38. **SAFETY REGULATIONS:** All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Occupational Safety and Health of the State of California and Safety and Health Codes of the State of California.
39. **MATERIAL SAFETY DATA SHEETS:** Material Safety Data Sheets (MSDS) marked with the appropriate bid item number, must be included with the bid on items where indicated in the specifications. Bidders may be considered non-responsive, and bids may be rejected due to failure to include MSDS with bid documents when called for in the bid documents.
40. **DEVIATIONS FROM BID TERMS & CONDITIONS:** Deviations from any bid term or condition may cause your bid to be rejected as nonresponsive. All deviations must be clearly noted at time of bid submission. If not noted, the assumption is that bidder is bidding as specified.
41. **DISTRICT INSPECTION:** All items shall be subject to the inspection of the District. Inspection of the items shall not relieve the bidder from any obligation to fulfill this contract. Defective items shall be made good by the bidders, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the District and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the bidder shall immediately remedy such defect in a manner satisfactory to the District.
42. **DISCONTINUED AWARDED LINE ITEM(S):** Awarded Bidder/s is/are required to immediately notify the bid administrator of manufacturers discontinued awarded line item(s). Official notification must be in written format via USPS, fax, or email referencing the bid number and line-item number with written proof from the manufacturer of the discontinuance.

43. **REPLACEMENT OF DISCONTINUED AWARDED LINE ITEM(S):** A replacement will be considered if, and only if, the proposed replacement is the newest line model and is equal to or exceeds the discontinued line item(s) specifications and is offered for an equal or lesser price. A replacement cannot be a model from a different line. Awarded Bidder/s shall provide substantiating information when requesting consideration of a substitution as an equal. Office notification must be in written format via USPS, fax, e-mail referencing the bid number and the line-item number.
44. **FAILURE TO FULFILL CONTRACT:** When any Awarded Bidder shall fail to deliver any article or service or shall deliver an article or service which does not conform to the specifications, the District may, at its sole discretion, annul and set aside the contract entered into with said Awarded Bidder, whether in whole or in part, and make and enter into a new contract for the same items in such manner as seems to be to the best advantage for the District. Any failure to furnish such articles or services by the Awarded, as stated above, shall be a liability against such bidder and its sureties. The District reserves the right to cancel and articles or services which the Awarded Bidder may be unable to furnish because of economic conditions, governmental regulations or other similar causes beyond the control of the Awarded Bidder provided satisfactory proof is furnished to the District, if requested.
45. **ANTI-DISCRIMINATION:** In connection with all work performed under this bid, there shall be no lawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful bidder agrees to comply with applicable Federal and State laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735.
46. **NON-COLLUSION DECLARATION:** A signed Non-collusion Declaration must be returned with the Bid Form. Bids received without a signed Non-collusion Declaration cannot be accepted.
47. **HOLD HARMLESS/INDEMINIFICATION:** The Successful Bidder shall indemnify and hold Central School District, its officers, agents, and employees harmless from and against any and all loss, liability and expense (including Attorney's fees) of any nature of kind whatsoever, on account of use by the publisher or author, manufacturer or

agent of any copyrighted or non-copyrighted composition, secret process, trademark, patented or unpatented invention, article or appliance furnished or used under this bid.

48. **INSURANCE AND WORKERS' COMPENSATION:** The successful bidder (IF APPLICABLE) shall be required to furnish certificates and endorsements evidencing that the required insurance is in effect as set forth in the Agreement. District may request that such certificates and endorsements are completed on District provided forms. In accordance with the provisions of Section 3700 of the Labor Code, the successful bidder shall secure the payment of compensation to all employees. The successful bidder who has been awarded the contract shall sign and file with District prior to performing the work, the Workers' Compensation Certificate included as a part of the proposal documents. Labor Code section 1861.

Successful bidder shall, at bidder's sole cost and expense, maintain in full force and effect the following insurance coverages from a California licensed insurer with an A, VIII, or better rating from A.M. Best or an approved self-insurance program, sufficient to cover any claims, damages, liabilities, costs and expenses (including attorney fees) arising out of or in connection with bidder's fulfillment of the obligations under this bid:

- A) Comprehensive General Liability Insurance, including bodily injury, property damage and contractual liability with minimum limits set by the District. The policy may not contain an exclusion for sexual molestation or abuse coverage, may be waived by the District.
- | | |
|-------------------------------------|-------------|
| a. General Aggregate | \$2,000,000 |
| b. Each Occurrence | \$1,000,000 |
| c. Products/Completed Operations | \$1,000,000 |
| d. Personal and Adverting Injury | \$1,000,000 |
| e. Damage to Rented Premises | \$50,000 |
| f. Medical Expense (any one person) | \$5,000 |
- B) Umbrella (excess) liability insurance coverage with a limit of \$3,000,00, unless waived by the District. The policy may not contain an exclusion for sexual molestation or abuse coverage, if applicable.
- C) Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit not less than \$1,000,000 per occurrence.
- D) Professional Liability Insurance with a limit of \$1,000,000 per occurrence, if applicable.
- E) Workers' Compensation and Employers Liability Insurance in a form and amount covering bidder's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws. The policy shall be endorsed with the insurer's waiver of rights of subrogation against the District.

- F) The following special hazards shall be covered by rider or riders to the above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance as follows:

It should be expressly understood, however, that the coverage and limits referred to above shall not in any way limit the liability of the bidder.

- a) The successful bidder shall not commence work or allow any subcontractor to commence work under this contract until all required insurance and certificates have been delivered in and approved by District.
- b) The successful bidder shall provide prior written notice to the District thirty (30) days in advance of any non-renewal, cancellation, or modification of the required insurance. The certificates of insurance providing the coverages referred to in clauses i. and ii. Above shall name District, its Governing Board, officers, and employees, as additional insureds with appropriate endorsements. In addition, the certificates of insurance shall include a provision stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by District shall be excess and noncontributory." Failure to maintain the above-mentioned insurance coverages shall be cause for termination of the Agreement.

49. **GOVERNING LAW AND VENUE:** In the event of litigation, the bid documents, specifications, 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 San Bernardino County.
50. **ATTORNEYS' FEES:** If suit is brought by either party to this Contract to enforce any of its terms (including all component parts of the contract documents), and the District prevails in such suit, the Contractor shall pay all litigation expenses incurred by the district, including attorneys' fees, court costs, expert witness fees and investigation expenses.
51. **CALIFORNIA PUBLIC RECORDS ACT:** All documents received by District, as a public agency, in connection with this bid are subject to the requirements of the California Public Records Act. Bidder shall identify any information contained in the bid that the bidder deems to be, and establishes as, confidential, or proprietary and wishes to be withheld from disclosure to others. Note: A blanket statement that all contents of the bid response are confidential or proprietary cannot be honored by District.

SPECIAL CONDITIONS

OVERVIEW

The District is currently seeking sealed bids from authorized dealers for the acquisition of (1) new warehouse delivery truck. The vehicles can be NEW 2024 or NEW 2025 vehicles. Please indicate year on bid form.

Bidder shall be responsible for DMV registration and exempt license plates.

REQUEST FOR INFORMATION

All requests for information must be submitted in writing to **joann_baeza@cjusd.net** and received no later than 12:00 noon on **May 7, 2025**. Please direct all correspondence with the subject line “Bid No. 25-018JB Purchase of (1) New Warehouse Delivery Truck.” No other questions or clarification will be accepted after this time and date.

ADDENDA

The District reserves the right to issue addenda to the bid solicitation at any time prior to the date and time of the public bid opening. Addenda, if issued, will be posted on the District’s website at <https://www.cjusd.net/departments-services/home/purchasing> and will be the responsibility of the bidder to ensure receipt and acknowledgement of any addenda issued. All addenda shall become part of the contract documents.

SCHEDULE OF EVENTS

The following are key dates. The District is committed to adhering to this schedule, but reserves the right to make modifications.

EVENT	TIMELINE
Bid Advertised	April 25, 2025 & May 2, 2025
Last Day to Submit RFIs/Questions	May 7, 2025 – 12:00 P.M.
Addendums Posted	May 12, 2025
Bids Due	May 16, 2025 – 9:30 A.M.
Board Meeting to Award Contract	June 5, 2025

BID SECURITY

Bid bond/security is *not* required.

SPECIFICATIONS

Certain specifications are set forth herein for the purpose of establishing standards and are not intended to preclude any vendor from bidding who can substantially meet these specifications. **Bidders may propose products deemed equal to those specified in detail and the District shall be the sole judge(s) as to whether such deviations are, in fact, equal to those set forth herein.** The District specifically reserves the right to evaluate, in its absolute discretion, the specifications and costs of

products bid in order to select those which will best serve the needs of the District, thus ensuring that the best interest of the District and the taxpaying public will be served.

If alternative products are offered, other than the suggested equipment list provided, the District will entertain proposed solutions from other manufacturers, however, it is the bidder's responsibility and obligation to provide documentation and other evidence that the products specified in the alternative equipment list are functionally equivalent or better. Without such documentation, the District cannot accept the argument that the alternate proposed solution is functionally equivalent or better based upon cost alone.

PRICING

The District is seeking pricing for the vehicles indicated on the attached Bid Form. Bidder **MUST** indicate which brand they are bidding, even if bidding item as specified. Prices provided on Bid Form must reflect the unit of measure. **Bid price must include all delivery charges and any other charges associated with the purchase of these vehicles.** The District shall not be liable for any delivery, storage, demurrage, or freight charges involved in the transportation of items bid. Prices quoted shall be net, including shipping/delivery costs and all trade discounts. All costs for delivery, drayage, insurance, freight, fuel, or the packing of said items are to be borne by the bidder.

The Department of Motor Vehicles (DMV) registration and "E" license plates shall be handled by the successful Dealer. **If there is a documentation fee, bidder must include that fee in the unit price.**

QUANTITY

The quantities specified herein are good faith projection of requirements and are given for the purpose of bid evaluation. The quantities listed on the Bid Form do not indicate the precise quantity that will be ordered and may decrease or increase depending on budgetary allocation.

FUEL SURCHARGES

Absolutely no fuel charges will be accepted under this contract and the addition of such charges shall not be permitted during the period of the term of this contract.

ERRORS AND OMISSIONS

It shall be the responsibility of the bidder to acquaint him/herself with the contract documents before submitting a bid, and the bidder shall assume full liability for any errors or omissions in their proposal.

BID CALCULATION ERRORS

In the event there is a discrepancy between the extended amounts and the unit prices bid, the unit price shall prevail, and the corrected sum will be considered the bid price.

DELIVERY TIME

Prompt delivery is of the essence. **Successful bidder shall deliver the requested vehicles listed on the bid form to the District within the proposed delivery timeframe stated on their bid form.** Prices quoted shall be F.O.B. destination to Colton Joint Unified School District 451 N. 3rd Street, Colton, CA 92324. Bid price must include all delivery charges and any other charges associated with the purchase of these vehicles. The District shall not be liable for any delivery, storage, demurrage, or freight charges involved in the transportation of items bid.

Shipments are to be accompanied with the Sales Order Agreement referencing the purchase order number. **The District shall have full power and authority to reject any and all items furnished which, in their opinion, are not in strict compliance and conformity with the requirements of the specifications.**

NON-COLLUSION DECLARATION (MUST BE SUBMITTED WITH BID)

Non-Collusion Declaration must be returned with the Bid Form. Bids received without a signed declaration will not be considered.

AWARD OF CONTRACT

The District reserves the right to award by individual line item, group of items or all items, to make an award either in whole or in part, and to award to multiple bidders, whichever is deemed in the best interest of the District. Each item must be considered separately, and not in combination with other items (unless otherwise specified on the Bid Form). The successful bidder must deliver vehicles in accordance with all terms of the bid in order to be declared responsive.

The District further reserves the right to reject any or all bids, to waive any irregularities or informalities in any bid or in the bidding and to increase or decrease quantities as necessary without prior notification.

CONTRACT DOCUMENTS

The complete contract will include the Notice Inviting Bids, General Bid Instructions and Conditions, Special Conditions, Specifications, the bid of the bidder, its acceptance by the District, and the Purchase Order issued by the District, any of which shall be interpreted to include all provisions of the other documents as though fully set forth therein.

EXECUTION OF CONTRACT

Issuance of a Purchase Order shall be evidence of the contractual agreement between the successful bidder and the District and the bidder's acceptance of the terms and conditions set forth within this solicitation. Failure or refusal of the successful bidder to execute a contract upon award by the District may result in a claim for damages by the District and shall be grounds for immediate removal from the District's bidders list and bidding on future bid solicitations.

PAYMENT TERMS

Payment will be made within thirty (30) business days after actual delivery of goods to the required destination.

DISCONTINUANCE OF SERVICE

Central School District shall hold the successful bidder liable and responsible for all damages which may be sustained because of failure to comply with any condition herein. If the successful bidder fails to furnish or deliver any materials, supplies, equipment, or other services at the price quoted, or at a time and place stated, or otherwise fails to comply with the terms of this bid in

its entirety, the order will be canceled, and the District may purchase the items herein specified elsewhere, without further notice to the successful bidder. Additional cost accrued by the District through this purchase will be deducted from any unpaid invoices.

The District may discontinue service upon 24-hour notice for reason of unsatisfactory product or service. FAILURE TO FURNISH ALL ITEMS INCLUDED IN THE CONTRACT SHALL CONSTITUTE UNSATISFACTORY SERVICE.

PRODUCT QUALITY CONTROL

All materials furnished must be in conformity with the specifications and will be subject to inspection and acceptance or rejection by District personnel. The right is reserved to reject and return, at the risk and expense of the successful bidders, such portion of any shipment which may be defective or fails to comply with specifications. The District reserves the right to discontinue service of all or any portion of any contract resulting from this bid for any reason determined by the District to be detrimental to the health and welfare of the students and school personnel, or failure to meet contract specifications and to hold the contractor in default.

COMPLIANCE WITH APPLICABLE LAWS

All items furnished must comply with all Federal, State and Local laws, rules, regulations, and ordinances. Vehicles must be completely serviced, state inspected (including emissions) and ready for operation.

HOLD HARMLESS

The successful bidder shall save, defend, hold harmless and indemnify the District against any and all liability, claim, and costs of whatsoever kind and nature for injury to or death of any person and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation, or performance under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of contractor, and subcontractor, or any employee, agent, or representative or vendor and/or subcontractor.

CANCELLATION FOR INSUFFICIENT OR NON-APPROPRIATED FUNDS

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 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 and/or limit quantities of items due to non-availability or non-appropriation of sufficient funds. Items listed on the bid form are subject to change without notice depending on budgetary allocation.

DISTRICT CONTACT

Bidders are hereby notified that any contact with a member of the Board of Trustees, Superintendent, Associate Superintendent or employee of the District, other than JoAnn Baeza, Director of Purchasing, regarding this bid could result in the rejection of their bid.

ADDITIONAL INSTRUCTION/INFORMATION

Vehicles listed in the bid document do not need to be readily available, they can be ordered. Estimated delivery times must be indicated in the space provided on the Bid Form.

No vehicles can be ordered prior to this date and the bidder's receipt of a signed Purchase Order.

VEHICLE SPECIFICATIONS

1. Overview

The purpose of this Scope of Work (SOW) is to define the requirements and specifications for the purchase and delivery of one (1) new 2024 or 2025 International MV607SBA box truck or equivalent, to be used for dry freight transportation. The vehicle must be new, fully assembled, and ready for operation upon delivery.

2. Quantity

- One (1) unit

3. Vehicle Specifications

Chassis & Cab

- Model: New 2024 or 2025 International MV607SBA or equal
- Axle Configuration: 4 x 2
- Application: Dry Van
- Gross Vehicle Weight Rating (GVWR): 25,999 lbs
- Cab Type: Conventional Day Cab
- Paint: Cab Schematic 100WP; Location Code 9219; Color: Winter White

Engine

- Manufacturer: Cummins B6.7-250
- Horsepower: 250 HP @ 2400 RPM
- Torque: 660 lb-ft @ 1600 RPM
- Maximum RPM: 2600 RPM

Transmission

- Type: Allison 2500 RDS, 6-speed automatic
- Features: 6th Generation Controls, Wide Ratio, Double Overdrive
- PTO Provision: Included
- Max GVW/GCW: 33,000 lbs
- Retarder: Not included

Axles

- Front Axle: I-Beam Type, 12,000-lb capacity
- Rear Axle: Single Reduction, 21,000-lb capacity with 190 wheel ends
- Rear Axle Ratio: 5.29

Tires

- Front Tires: (2) 11R22.5 Load Range G, AH37, All-Position, 501 Rev/Mile, 75 MPH
- Rear Tires: (4) 11R22.5 Load Range G, AH37, All-Position, 501 Rev/Mile, 75 MPH

Suspension

- Rear Suspension: Single air suspension, 21,000-lb capacity
- Ride Height: 9.25 inches
- Shock Absorbers: Mounted outside the rails

Brakes

- Standard Air Brakes with ABS

4. Interior Features

- Driver Seat: Air suspension, high-back vinyl seat with headrest, isolator, lumbar support, front cushion adjust, and angle back adjust
- Passenger Seat: Two-man vinyl bench seat with under-seat storage
- Power Features: Power windows and door locks (driver and passenger sides) with down feature

5. Truck Body

- Manufacturer: Morgan GVSD109 Dry Freight Box
- Overall Width: 102 inches
- Interior Width: 98- $\frac{3}{8}$ inches (with $\frac{1}{4}$ " plywood walls)
- Exterior Height: 115- $\frac{3}{8}$ inches
- Interior Height: 109- $\frac{1}{8}$ inches
- Rear Door Opening Width: 94 inches
- Rear Door Opening Height: [Dimension missing, please confirm]
- Exterior Length: 20' 5- $\frac{5}{8}$ "
- Interior Length (Liner to Rear Panel): 19' 11 $\frac{1}{2}$ "

6. Lift Gate

- Type: Rail-Lift Gate (new)
- Model: RGL 40 (or equivalent)
- Mounting: Vertical rails at rear of truck
- Weight Capacity: 4,000 lbs
- Platform Dimensions: 72" (L) x 90" (W)
- Ramp Type: Folding
- Power Source: Electric-over-hydraulic

7. Additional Equipment

- E-Track System: Two (2) sets of E-Track rails (4 rails total), running full length on both interior side walls of the box.

8. Delivery Requirements

- Truck must be fully assembled, operational, and delivered to the designated site.
- All warranties, manuals, and documentation (including build sheet and service information) must be provided upon delivery.

NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____ [Title] of _____ [Name of Company], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

_____ [Date], at _____ [City], _____ [State].

Signed: _____

Typed Name: _____

****THIS DOCUMENT MUST BE INCLUDED WITH BID****

BID FORM

CONTRACTOR
NAME:

ADDRESS:

TELEPHONE:

FAX:

EMAIL

COLTON JOINT UNIFIED SCHOOL
BID NO. 25-018JB NEW WAREHOUSE DELIVERY TRUCK
BID FORM

Item No.	Description	Qty	Year	Make	Model	Unit Price <i>(no tire fee or sales tax)</i>	Extended Price <i>(qty x unit price)</i>	Estimated Delivery Time
1	International MV607 SBA (OR EQUAL)	1				\$ _____	\$ _____	
						Sales Tax (8.75%)	\$ _____	
						California Tire Fee	\$ _____	
						DMV Registration: Exempt	\$ _____	
						Total Bid Amount	\$ _____	

Total Bid Amount written in words: _____

Lead time for delivery of truck: _____

Please indicate if your bid includes any deviation from bid and vehicle specifications. It will be the obligation of the bidder to state specifically any bid requirement that is not met by its proposal. Any deviation from the specifications must be indicated and submitted with their bid: **YES** _____ **NO** _____

ADDENDA

The undersigned has received and included in this bid the provisions and requirements of addenda to the specifications.

NO. DATE NO. DATE NO. DATE

The undersigned has read the specifications, instructions and conditions, and all supplementary conditions or instructions included herein, is familiar with and understands the provisions and proposes and agrees to furnish and deliver the goods and/or services in strict accordance with these specifications, instructions, conditions and provisions, at the prices described herein.

Company Name (print)

Name and Title

Signature

Address

Phone No.

Email