OCEAN VIEW SCHOOL DISTRICT

BID NO. 24/25-1001 Date Posted: **May 5, 2025**

THIS BID MUST BE DELIVERED BEFORE: 2:01 p.m. – May 27, 2025

The Board of Education of the Ocean View School District will receive sealed bids for **PURCHASE OF NEW VEHICLES,** under **Bid No. 24/25-1001,** in accordance with the attached specifications, in the Purchasing Department, 17200 Pinehurst Lane, **Building B**, Huntington Beach, California 92647. The District will only accept bids submitted before **2:01 p.m.** on **May 27, 2025.**

The District will conduct the Bid Opening will be conducted in the Ocean View School District Board Room, 17200 Pinehurst Lane, Building A, Huntington Beach, California 92647. The District will open the bids publicly and read them aloud promptly at 2:01 p.m. on May 27, 2025.

Attached is Bid No. 24/25-1001. Please return the Bid Form, along with all required documents identified in the bid documents, in a sealed envelope bearing the name of the bidder, bid number, date and hour specified for public opening.

Questions regarding this bid must be sent, in writing, to jjohancsik@ovsd.org

Thank you for your interest in this bid.

Sincerely,

Jody Johancsik
Director, Purchasing
(714/847-2551 Ext. 1418)

NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the Ocean View School District (District) will receive sealed bids in the Office of the Director of Purchasing of the Ocean View School District, located at 17200 Pinehurst Lane, Building B, Huntington Beach, California 92647. The District will only accept bids submitted, before **2:01 P.M.**, on the **27th** day of **May 2025** for: **BID NO. 24/25-1001 PURCHASE OF NEW VEHICLES.**

The District will conduct the Bid Opening in person in the Ocean View School District Board Room located at 17200 Pinehurst Lane, Building A, Huntington Beach, California 92647. The District will open the bids publicly and read them aloud promptly at 2:01 p.m. on May 27, 2025.

Specifications for the material and/or services required, and the bid form on which the proposal must be submitted, are available on the Ocean View School District's website at https://www.ovsd.org/departments/purchasing, Bid & RFP Opportunities. The District will post all notifications, updates and addenda 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.

Bidders must submit all requests for information/clarifications, in writing, to jjohancsik@ovsd.org with District receipt no later than 12:00 noon on May 21, 2025. Please direct all correspondence with the subject line, "Bid No. 24/25-1001 Vehicles". The District will not accept any questions or requests for information after 12:00 noon on May 21, 2025.

It is each bidder's sole responsibility to ensure its bid is delivered timely and received at the location designated as specified above. The District will return unopened any bid received at the designated location after the scheduled closing time for receipt of bids.

The Board of Education 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.

OCEAN VIEW SCHOOL DISTRICT
Board of Education

Publication Dates: 5/5/25 & 5/12/25

OCEAN VIEW SCHOOL DISTRICT

BID NO. 24/25-1001
PURCHASE OF NEW VEHICLES

BID/CONTRACT DOCUMENTS

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

OCEAN VIEW SCHOOL DISTRICT

GENERAL BID INSTRUCTIONS AND CONDITIONS

1. **SUBMITTING BIDS:** Bidders must deliver their bids to the District's Purchasing Department, Ocean View School District, 17200 Pinehurst Lane, Building B, Huntington Beach, California 92647, by the time prescribed in the bid. Bidders must place their bid in a sealed envelope, bearing the name of the bidder, bid number, date, and hour specified for public opening. The District will return unopened any bid received at the designated location after the scheduled closing time for receipt of bids. The District will not accept bids received via email or fax.

   Before submitting a bid, bidders shall carefully examine specifications, and the forms of other documents. They shall fully inform themselves as to all exiting conditions and limitations and shall ensure that unit cost and total cost is reflected in the bid. The District will make no allowance because of lack of such examination or knowledge.

2. **RESPONSIBILITY:** Bidders must sign and execute bids with the firm name and signature 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. If the 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, bidders cannot withdraw or correct bids 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. The District will not consider oral, telephonic, telegraphic, or facsimile bids or modifications.

5. **SIGNATURE**: Bidders must sign the bid form, all bonds, the Contractor's Certificates, the Agreement, and all documents included in bid documents to be submitted with bid, in permanent ink in the name of the bidder with the signature in longhand of the person or persons duly authorized to sign the bid. The District will reject and deem non-responsive any bid submitted without a signature as required hereunder.

6. **ACCEPTANCE:** Bid on each item separately. Prices shall be stated in specified units. The Board of Education will not be responsible for errors in extensions. The District reserves 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; the District will not accept and will deem non-responsive any bid containing multiple equipment/items and pricing structure or offers per bid line item. 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 the District specifically call for alternate bids. 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 the District receives two identical low bids from responsive and responsible bidders, the District will determine which bid it will accept 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 its 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 bidders to clarify bid proposals and other documents, ask questions or obtain additional information. A bidder's inability to respond to such request may be cause for disqualification of its bid.

11. **PROTESTS AFTER AWARD:** The District must receive any protest against the award of a contract pursuant to this bid 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 any protest received after the above-specified deadlines. All protests must be in writing and submitted to the Director of Purchasing, Ocean View School District.

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 that bidder asserts are substantially equal to those indicated or specified provided; however, the bidder must 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 free of defects. Should District determine in its reasonable discretion that any problems arise due to defective material(s) or faulty workmanship, or that the product is not in compliance with bid specifications and requirements, the bidder shall replace the product promptly at no charge.

15. **WARRANTY:** Items delivered under this contract must have standard warranty, including full parts and labor to repair (if needed). Unless otherwise specified, warranty "period of time" shall commence after receipt of item/material by the District. The Successful Bidder will be solely responsible for handling all warranty claims to the District's reasonable satisfaction.

16. **PATENT INFRINGEMENTS:** The Successful Bidder shall indemnify, hold harmless, and defend the Ocean View 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.

17. **DELIVERY:** The successful bidder shall deliver prepaid all items on which bids are accepted to the address indicated in the bid. The Successful Bidder shall pay all costs for delivery, drayage, or freight, or the packing of said items.

18. **SALES TAX:** (A) Do not include California State Sales Tax in bid; said tax will be added to invoice and paid by the District. (B) Do not include Federal Excise Tax or Use Tax in bid: the District is not subject to same.

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. The District will not consider cash discounts for a period of less than thirty (30) days 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. The District will reject any alternate bids.

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 its 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 Education shall not become binding upon the District until communicated 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. If 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 of receiving notification of award, the District may award the contract to the next lowest bidder or may reject all bids and issue a new 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. **W9 FORM:** The Successful Bidder must complete and submit the attached W-9 Form to the District prior to award of bid.

30. **INVOICING & PAYMENTS:** District will make payment 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. Successful bidder must submit all invoices in duplicate and mail them in accordance with instructions on the purchase order (unless otherwise noted).

    Bidder shall send all invoices to the address noted on the purchase order and addressed to:

    OCEAN VIEW SCHOOL DISTRICT
    ATTN: ACCOUNTS PAYABLE

    The District will return invoices for correction unless they contain the following information:

    - District Purchase Order Number,
    - Item numbers,
    - Description of Item,
    - Quantity,
    - Unit Price Extensions, and
    - Total.

    The District will make payment in full only upon the District's final acceptance of items as shown on the Purchase Order.

    The Successful Bidder shall provide delivery 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 or Trade Term Discounts, 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 charge. The District may take a credit for the late charge 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. The District will assess fees if Successful Bidder fails to

meet the revised delivery date.

32. **DAMAGES FOR NON-PERFORMANCE:** The District shall hold the Successful Bidder liable and responsible for all damages sustained because of Successful Bidder's 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. The District shall invoice the Successful Bidder for costs accrued by the District for a purchase resulting from Successful Bidder's failure to perform, or the District may apply a credit against future invoices. Prices paid by the District shall be considered the prevailing market prices at the time such purchase is made. In addition, the District will charge Successful Bidder $50.00 to cover administrative costs for processing any third-party orders resulting from Successful Bidder's non-performance.

33. **EVALUATION CRITERIA:** The District will evaluate this bid 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. The District will reject bids that the District deems to be nonresponsive or bidders that the District finds to be non-responsible in accordance with Public Contract Code.

34. **AWARD OF BID:** The District will award the contract to the responsible bidder that submits the lowest response bid.

35. **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.

36. **AGREEMENT:** The form of agreement, which the Successful Bidder, as contractor, must execute, is included in the bid/contract documents and should be carefully examined by the bidder. Alternatively, the Supplementary Conditions, included in the bid documents, may state that a District issued purchase order will serve as the legally binding contract. The parties will execute the agreement in two (2) original counterparts. The complete contract consists of the bid documents in their entirety, including any addenda issued under this bid solicitation.

37. **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.

38. **DEVIATIONS FROM BID TERMS & CONDITIONS:** The District may reject a bid with deviations from any bid term or condition as nonresponsive. The District reserves the right to waive minor irregularities in a bid but shall not be obligated to do so.

39. **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 the District may reject unsuitable items, notwithstanding that such defective work and materials have been previously overlooked by the District and accepted. If the District finds any item 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.

40. **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 and transmitted via USPS, fax, or email referencing the bid number and line-item number with written proof from the manufacturer of the discontinuance.

41. **REPLACEMENT OF DISCONTINUED AWARDED LINE ITEM(S):** The District will consider a replacement of a discontinued item 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. Official notification must be transmitted in written format via USPS, fax, or e-mail referencing the bid number and the line-item number.

42. **FAILURE TO FULFILL CONTRACT:** When any Awarded Bidder shall fail to deliver any article or service or shall deliver an article or service that 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 the District deems to be to the best advantage for the District. Any failure to furnish such articles or services by the Awarded Bidder, as stated above, shall be a liability against such Awarded Bidder. The District reserves the right to cancel any items or services that 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 the Awarded Bidder furnishes provided satisfactory proof to the District, if requested.

43. **EQUAL OPPORTUNITY:** The bidders shall be an Equal Opportunity Employer and agrees to meet federal and state guidelines. The Successful Bidder shall not discriminate in the employment of persons providing services under this contract because of the sex, race, color, national origin or ancestry, religion, or handicap of such personnel.

44. **ANTI-DISCRIMINATION**: In connection with all work performed under this bid, Bidder shall not unlawfully discriminate 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.

45. **NON-COLLUSION DECLARATION:** Bidders must submit a signed Non-collusion Declaration with their bid. The District will reject bids received without a signed Non-collusion Declaration.

46. **HOLD HARMLESS/INDEMINIFICATION**: The Successful Bidder shall indemnify, hold harmless, and defend Ocean View School District, its officers, agents, and employees from and against any and all loss, liability and expense (including Attorney's fees) of any nature of kind whatsoever, arising from any act or omission by Successful Bidder under this contract, including, but not limited to, use by Successful Bidder of any copyrighted or non-copyrighted intellectual property, secret process, trademark, patented or unpatented invention, article or appliance furnished or used under this bid.

47. **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 located in Orange County.

48. **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.

49. **CALIFORNIA PUBLIC RECORDS ACT**: All documents received by District, as a public agency, in connection with this procurement 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: The District will not honor a blanket statement that all contents of the bid response are confidential or proprietary.

OCEAN VIEW SCHOOL DISTRICT

BID NO. 24/25-1001
PURCHASE OF NEW VEHICLES

SPECIAL CONDITIONS

OVERVIEW
The District is currently seeking sealed bids from authorized dealers for the acquisition of two (2) new vehicles.

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

REQUEST FOR INFORMATION
All requests for information must be submitted in writing to jjohancsik@ovsd.org and received no later than 12:01pm on May 21, 2025. Please direct all correspondence with the subject line "Bid No. 24/25-1001 Vehicles." The District will not accept questions or clarification requests 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. The District will post any Addenda on the District's website at https://www.ovsd.org/departments/purchasing Each bidder shall be responsible for checking the website 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	5/5/25 and 5/12/25
Last Day to Submit RFIs/Questions	5/21/2025 – before 12:01 p.m.
Bids Due	5/27/25 – before 2:01 p.m.
Board Meeting to Award Contract	6/10/25

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 Board of Education or its' designees 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 a bidder offers alternative products, 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. Do not include sales tax and tire fee to the unit price on the Bid Form, those are required fees that the District must pay and these fees will be added to individual Purchase Orders. 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.

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 Ocean View School District Transportation Department, 8291 Warner Ave, Huntington Beach, CA 92647. 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.

Successful Bidder shall ensure that shipments are 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)***
Bidders must return the Non-Collusion Declaration with the Bid Form. The District will not consider bids received without a signed declaration.

~~**EQUAL OPPORTUNITY CERTIFICATION** ***(MUST be submitted with bid)***~~
~~Bidders must return the Equal Opportunity Certification with the Bid Form. The District will not consider Bids received without a signed declaration.~~

DELIVERY
The Successful Bidder must deliver vehicles in accordance with all terms of the bid to be deemed 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
The District will issue payment within thirty (30) business days after actual delivery of goods to the required destination.

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. District reserves the right to reject and return, at the risk and expense of the Successful Bidders, any shipment that 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 any act or omission by Successful Bidder in performance of its obligations 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. The duty to defend is immediate and applies to Successful Bidder's alleged negligent conduct or alleged willful misconduct.

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 Education, Superintendent, Assistant Superintendent or employee of the District, other than Jody Johancsik, Director of Purchasing, regarding this bid could result in the rejection of their bid.

OCEAN VIEW SCHOOL DISTRICT

Bid No. 24/25-1001
PURCHASE OF NEW VEHICLES

TECHNICAL SPECIFICATIONS

Bid Item No. 1
DODGE RAM PROMASTER 1500 TRADESMAN CARGO VAN LOW ROOF (NEW-2024 or 2025) (VF1L12)(22B) (OR EQUAL)

QUANTITY: 2

- BASE ENGINE: 3.6L V6 24V VVT ENGINE
- HORSEPOWER: 276HP
- TRANSMISSION: 9-SPEED 948TE AUTOMATIC TRANSMISSION
- DRIVE TYPE: FRONT WHEEL DRIVE (4X2)
- EMISIONS: 50 STATE EMISSIONS
- FUEL CAPACITY: 24 GALLONS
- TIRES: LT225/75R 16E ALL SEASON TIRES
- SUSPENSION: MEDIUM DUTY
- WHEELBASE: 136"
- HEIGHT: LOW ROOF, 93"
- EXTERIOR COLOR: BRIGHT WHITE CLEAR COAT
- INTERIOR COLOR: BLACK OR CHARCOAL
- SEATS: CLOTH BUCKET 2 SEATS
- FLOORING: VINYL
- IN CAR INFOTAINMENT: 4 SPEAKERS, BLUETOOTH, USB PORTS, VOICE-ACTIVATED AUDIO, NAVIGATION
- GLASS: LIGHT TINTED GLASS
- SAFETY AND SECURITY: REAR VIEW BACKUP CAMERA, 4-WHEEL DISC BRAKES WITH ABS, BRAKE ASSIST, HILL HOLD CONTROL, ELECTRIC PARKING BRAKE, FORWARD COLLISION WARNING
- TWO ADDITIONAL KEYS AND REMOTES, POWER DOOR LOCKS, REMOTE KEYLESS ENTRIES, PUSHBUTTON START
- FULL SIZE SPARE TIRE

*Addendum #1 – dated 5/12/2025 corrected Model to VF1L12

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 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

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

OCEAN VIEW SCHOOL DISTRICT

2 Business name/disregarded entity name, if different from above

OCEAN VIEW SCHOOL DISTRICT OF ORANGE COUNTY

Print or type. See Specific Instructions on page 3.

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) ▶ PUBLIC AGENCY - LOCAL EDUCATIONAL AGENCY

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

17200 Pinehurst Lane

Requester's name and address (optional)

6 City, state, and ZIP code

Huntington Beach, CA 92647

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number: ___ - ___ - ____

or

Employer identification number: 95-6002237

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ _____ Date ▶ 8-20-2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

THIS DOCUMENT MUST BE INCLUDED WITH BID

BID FORM

Name of Bidder: _____

To: **Ocean View School District** acting by and through its Governing Board, herein called the "District."

1. The undersigned Bidder, having become familiarized with all the following documents including but not limited to the Notice Inviting Bids, General Instructions and Conditions, Special Conditions, Vehicle Specifications, Bid Form including Price Sheet, Information Required of Bidder, Non-Collusion Declaration, Workers' Compensation Certificate, all insurance requirements, and all modifications, addenda and amendments, if any (hereinafter Bid Documents), hereby propose and agree to be bound by all the terms and conditions of the Bid Documents and agree to provide equipment, within the time stipulated and according to the Bid Terms and Conditions and complete in a good workmanlike manner all requirements in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the services, in connection with the following:

District Vehicles, Bid No. 24/25-1001

Bid Form Price Sheet

Vehicle	Yr/Make/Model	Unit Price	Extended Price
2 each as described in Bid Item No. 1		$	$
Rebate/Discount, if applicable			$
Additional fees (Please list):	1.	$	$
	2.	$	$
	3.	$	$
Sales Tax (7.75%):		$	
Total Price (inclusive of all fees)			$

WARRANTIES (please provide warranty information. Attach separate page(s) as needed:

_____

_____

_____

_____

DELIVERY TIME: _____

EXCEPTIONS TO SPECIFICATIONS:

_____

_____

_____

_____

_____

Authorized Signature: _____

Printed Name of Authorized Signature: _____

Date: _____

Company Name: _____

THIS DOCUMENT MUST BE INCLUDED WITH BID