



FONTANA UNIFIED SCHOOL DISTRICT
9860 Citrus Avenue
Fontana, CA 92335

NOTICE INVITING BID – BID # 25/26-0024

PURCHASE OF NEW VEHICLES FOR THE DISTRICT

ISSUE DATE:	01/29/2026 & 02/05/2026	
REQUEST FOR INFORMATION DUE:	02/11/2026	12:00 P.M.
BID OPENING:	02/19/2026	2:00 P.M.

NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the Fontana Unified School District (“District”), hereinafter referred to as the District, will receive up to, but no later than **2:00 pm on the Thursday, February 19, 2026** through the Procurement Portal at <https://procurement.opengov.com/portal/fusd>, bids for the award of a contract for:

Bid No. 25/26-0024

Purchase of New Vehicles

All bids shall be made and presented through the Procurement Portal. The Bid documents are available through the Procurement Portal beginning Thursday, January 29, 2026. Proposals must be accompanied by forms referred to in the contract documents to avoid disqualification. NO FAXED OR MAILED PROPOSALS WILL BE ACCEPTED.

Request for Information (RFI)/ Question & Answer deadline is: 12:00 pm on Wednesday, February 11, 2026. Requests for Information must be submitted through the e-procurement portal. No other questions or requests for information will be accepted after this date and time.

All notifications, updates and addenda will be posted on <https://procurement.opengov.com/portal/fusd>. Bidders shall be responsible for monitoring 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.

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.

Fontana Unified School District

Board of Education

Publication Dates: 01/29/2026 and 02/05/2026

FONTANA UNIFIED SCHOOL DISTRICT

BID NO. 25/26-0024 PURCHASE OF # NEW VEHICLES

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

GENERAL BID INSTRUCTIONS AND CONDITIONS

- 1. SUBMITTING BIDS:** All bids shall be made and presented through the Procurement Portal. The Bid documents are available through the Procurement Portal beginning Thursday, January 29, 2026. Proposals must be accompanied by forms referred to in the contract documents to avoid disqualification. NO FAXED OR MAILED PROPOSALS WILL 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 Education 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 Sr. Director of Purchasing, Shamica R. Nance at Shamica.nance@fusd.net

12. **SUBSTITUTIONS:** Use of patent or proprietary names or the names of manufacturers 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 Fontana Unified 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. **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.
20. **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.
21. **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.
22. **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.
23. **LEGAL REQUIREMENTS:** All bidders are required to comply with and be bound by all applicable provisions of law whether or not referred to herein.
24. **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.
25. **COMMUNICATION OF AWARD:** Bid awards made by the Board of Education shall not become binding upon the District until communication in writing to the successful bidder.
26. **FUNDING:** Purchase is contingent upon availability of funds.

27. **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.
28. **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.
29. **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.
30. **W-9 FORM:** The attached W-9 Form must be completed and submitted to the District prior to award of bid.
31. **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:

FONTANA 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 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.

32. **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.

33. **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.

34. **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.

35. **AWARD OF BID:** Bid will be awarded to the lowest responsive and responsible bidders.

36. **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.

37. **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.

38. **AGREEMENT:** The form of agreement, which the Successful Bidder, as contractor, will be required to execute, is included in the bid/contract documents and should be carefully examined by the bidder unless it is stated in the Supplementary Conditions, including in the bid documents, the District issued purchase order will serve as the legally binding contract. The agreement will be executed in two (2) original counterparts. The complete contract consists of the bid documents in its entirety, including addenda issued under this bid solicitation.
39. **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.
40. **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.
41. **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.
42. **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.
43. **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.
44. **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.

45. **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.
46. **AFFIRMATIVE ACTION:** The bidders shall certify that he/she is an Equal Opportunity Employer and has made a good faith effort to improve minority employment and agrees to meet federal and state guidelines. No discriminating shall be made in the employment of persons upon public works in this project because of the sex, race, color, national origin or ancestry, religion, or handicap of such personnel. Complete the enclosed certification document and return it with your bid.
47. **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.
48. **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.
49. **HOLD HARMLESS/INDEMINIFICATION:** The Successful Bidder shall indemnify and hold Fontana Unified 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.
50. **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 \$3,000,000, 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.

51. **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.

52. **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.

53. **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.

54. **ANTI-DISCRIMINATION:** It is the policy of the soliciting groups that in connection with all services performed for the District, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status, and therefore, the bidder agrees to comply with applicable Federal and California State laws. In addition, the Vendor agrees to require like compliance by all subcontractors it employs or uses.

SPECIAL CONDITIONS

OVERVIEW

The District is currently seeking sealed bids through the Procurement Portal at <https://procurement.opengov.com/portal/fusd> from authorized sellers for the acquisition of new vehicles for the District.

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

REQUEST FOR INFORMATION

Request for Information deadline is no later than 12:00 pm on Wednesday, February 11, 2026. Requests for Clarification must be submitted through the e-procurement portal.

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 OpenGov procurement portal at <https://procurement.opengov.com/portal/fusd>, 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	January 29, 2026 & February 05, 2026
Last Day to Submit RFIs/Questions	February 11, 2026 – 12:00 P.M.
Bids Due	February 19, 2026 – 2:00 P.M.

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' delegates 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. 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.

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 Fontana Unified School District Transportation Department, 9851 Catawba Avenue, Fontana, CA 92335. 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

Fontana Unified School District shall hold the successful bidder liable and responsible for all damages which may be sustained because 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 Education, Superintendent, Associate Superintendent or employee of the District, other than Matthew Rudoll, Buyer, regarding this bid could result in the rejection of their bid.

CALIFORNIA EDUCATION CODE REGARDING VANS

Education Code Section 39800.5

- (a) Any school district and any owner or operator of a private school that provides transportation for pupils that owns, leases, or otherwise has possession or control of a 15-passenger van, may not, on or after January 1, 2005, authorize the operation of that van for the purpose of transporting passengers unless the person driving or otherwise operating that van has both of the following:
 - (1) A valid Class B driver's license, as provided in Division 6 (commencing with Section 12500) of the Vehicle Code, issued by the Department of Motor Vehicles.
 - (2) An endorsement for operating a passenger transportation vehicle, as provided in Article 6 (commencing with Section 15275) of Chapter 7 of Division 6 of the Vehicle Code, issued by the Department of Motor Vehicles.
- (b) (1) Except as provided in paragraph (2), for purposes of this section, a "15-passenger van" means any van manufactured to accommodate 15 passengers, including the driver, regardless of whether the van has been altered to accommodate fewer than 15 passengers.
 - (2) For purposes of this section, a "15 passenger van" does not mean a 15-passenger van with dual rear wheels that has a gross weight rating equal to, or greater than, 11,500 pounds.

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.

Bidders are not required to bid on ALL vehicles. Bids will be considered for individual vehicles.

It is the District's Intent to Award the bid at the **March 04, 2026**, Board of Education meeting. No vehicles can be ordered prior to this date and the bidder's receipt of a signed Purchase Order.

TECHNICAL SPECIFICATIONS

Bid Item No. 1

2026 RAM PROMASTER 3500 PROMASTER CARGO 159"WB EXT. HIGH ROOF (OR EQUAL)

QUANTITY: 1

- COLOR: WHITE
- COMPRESSION RATIO: 11.30 TO 1
- CURB WEIGHT: 2,283KG (5,033LBS)
- ENGINE BORE X STROKE: 96.0MM X 83.0MM (3.78" X 3.27")
- ENGINE DISPLACEMENT: 3.6 L
- ENGINE TORQUE: 250 LB.-FT. @ 4,400RPM
- EXTERIOR BODY WIDTH: 2,040MM (80.3")
- EXTERIOR HEIGHT: 2,604MM (102.5")
- EXTERIOR LENGTH: 6,365MM (250.6")
- FRONT HEADROOM: 1,092MM (43.0")
- FRONT HIPROOM: 1,674MM (65.9")
- FRONT LEGROOM: 986MM (38.8")
- FRONT SHOULDER ROOM: 1,900MM (74.8")
- GVWR: 4,241KG (9,350LBS)
- INTERIOR REAR CARGO VOLUME: 13,111 L (463 CU.FT.)
- PAYLOAD: 1,960KG (4,320LBS)
- TOWING CAPACITY: 2,908KG (6,410LBS)
- TURNING RADIUS: 7.1M (23.4")
- WHEELBASE: 4,039MM (159.0")
- SAFETY AND SECURITY: REAR VIEW CAMERA
- SAFETY AND SECURITY: BACKUP ALARM
- TWO ADDITIONAL KEYS AND/OR REMOTES
- LICENSING FEES

Bid Item No. 2

FORD TRANSIT 350 PASSENGER VAN, MEDIUM ROOF, 4X2 (OR EQUAL)

QUANTITY: 3

- BASE ENGINE: 3.5 LITER V6
- ENGINE TYPE: FLEX FUEL (FFV)
- TRANSMISSION: 10-SPEED SHIFTABLE AUTOMATIC
- DRIVE TYPE: REAR WHEEL DRIVE
- SUSPENSION: HEAVY DUTY
- WHEELBASE: 148 ", REGULAR
- HEIGHT: 99.1"
- EXTERIOR COLOR: OXFORD WHITE
- INTERIOR COLOR: BLACK OR CHARCOAL
- SEATS: CLOTH BUCKET
- SEATING: 10 PASSENGER VAN
- IN CAR ENTERTAINMENT: AM/FM STEREO W/BLUETOOTH
- SPEAKERS: 4
- TIRES: 195/75R16 OR EQUAL
- WHEELS: 16"
- MANUAL SLIDING DOOR
- GLASS: SIDE DOORS ONLY
- GLASS: PRIVACY
- FLOOR COVERING: STANDARD, VINYL OR CARPET
- SAFETY: BACK UP ALARM
- SAFETY: REAR VIEW CAMERA
- TWO ADDITIONAL KEYS AND/OR REMOTES
- **MUST BE NO MORE THAN 10-PASSENGER*

Bid Item No. 3

**FORD TRANSIT 350 PASSENGER VAN, MEDIUM ROOF, 4X2, SWB REAR LIFT 7
PASSENGER PLUS TWO WHEELCHAIR (OR EQUAL)**

QUANTITY: 2

- COLOR: WHITE
- T150/130WB MID ROOF/T350 148WB MID-HIGH ROOF/
- T350 148WB DRW EL HIGH ROOF
- UNIBODY CONSTRUCTION
- 3.5 LITER V-6 PFDI ENGINE
- 10 SPEED AUTOMATIC TRANSMISSION
- GVWR 8,550 TO 10,400
- OEM INTERIOR AND HVAC SYSTEM
- 100% ADA AND NHTSA COMPLIANT - FORD QVM UPFITTER
- 3/4" PLYWOOD SUB FLOOR WITH STEEL SUB FLOOR REINFORCEMENT
- AMF AND Q-STRRAINT WHEELCHAIR/ PASSENGER RESTRAINT SYSTEMS
- 3 POINT FREEDMAN GO ES SEATING- FIXED AND ADA
- BRAUN 34" X 51" 800 LBS. NL919-02 CENTURY WHEELCHAIR LIFTS - REAR OR SIDE MOUNTED WITH ADA TRANSMISSION INTERLOCK
- ONE PASSENGER ENTRY GRAB BAR
- GERFLOR GRAPHITE SIRUS VINYL FLOORING
- SEALED FLOORS TO WALLS
- SAFETY KIT (FIRST AID KIT, 5 LB. FIRE EXTINGUISHER, TRIANGLES)
- SAFETY AND SECURITY: REAR VIEW CAMERA
- SAFETY AND SECURITY: BACKUP ALARM
- TWO ADDITIONAL KEYS AND/OR REMOTES
- LICENSING FEES
- **MUST BE NO MORE THAN 10-PASSENGER*

Bid Item No. 4

FORD EXPLORER 6 2025, 3.0 ECOBOOST (OR EQUAL)

QUANTITY: 2

- V6 ENGINE
- ENGINE CODE: FORD ECOBOOST NANO
- FUEL TYPE: PETROL
- FUEL SYSTEM: DIRECT INJECTION
- ENGINE COOLING – CAPACITY: 17.33 QTS
- ENGINE ALIGNMENT: LONGITUDINAL
- ENGINE POSITION: FRONT
- ENGINE DISPLACEMENT: 180.4 CU-IN
- BORE X STROKE: 3.36 X 3.39
- NUMBER OF VALVES: 24 VALVES
- ASPIRATION: BI-TURBO
- COMPRESSION RATIO: 10.5
- HORSEPOWER: 400 HP/550 RPM
- MAXIMUM TORQUE: 415LB-FT/3500 RPM
- DRIVE WHEELS - TRACTION – DRIVETRAIN: RWD
- TRANSMISSION GEARBOX - NUMBER OF SPEEDS: 10 SPEED AUTOMATIC
- NUMBER OF SEATS: 6 SEATS
- SAFETY AND SECURITY: REAR VIEW CAMERA
- SAFETY AND SECURITY: BACKUP ALARM
- TWO ADDITIONAL KEYS AND/OR REMOTES
- LICENSING FEES

Bid Item No. 5

FORD EXPLORER 6 2025, 3.0 ECOBOOST, PIU OUTFITTED K9 UNIT (OR EQUAL)

QUANTITY: 1

- V6 ENGINE
- ENGINE CODE: FORD ECOBOOST NANO
- FUEL TYPE: PETROL
- FUEL SYSTEM: DIRECT INJECTION
- ENGINE COOLING – CAPACITY: 17.33 QTS
- ENGINE ALIGNMENT: LONGITUDINAL
- ENGINE POSITION: FRONT
- ENGINE DISPLACEMENT: 180.4 CU-IN
- BORE X STROKE: 3.36 X 3.39
- NUMBER OF VALVES: 24 VALVES
- ASPIRATION: BI-TURBO
- COMPRESSION RATIO: 10.5
- HORSEPOWER: 400 HP/550 RPM
- MAXIMUM TORQUE: 415LB-FT/3500 RPM
- DRIVE WHEELS - TRACTION – DRIVETRAIN: RWD
- TRANSMISSION GEARBOX - NUMBER OF SPEEDS: 10 SPEED AUTOMATIC
- NUMBER OF SEATS: 6 SEATS
- SAFETY AND SECURITY: REAR VIEW CAMERA
- SAFETY AND SECURITY: BACKUP ALARM
- TWO ADDITIONAL KEYS AND/OR REMOTES
- LICENSING FEES

FRONT OF VEHICLE

- SMC PB450LR4 LIGHT-READY (PB450LR4 LIGHT-READY WITH SOUNDOFF SIGNAL MPOWER)
- SOI, MPWR FASCIA C-N-G, 4", STM, BLK HSG, RED/BLU/WH (MOUNT IN PUSH BUMPER)
- SOI UNIV UNDERCOVER LED INSERT, 5 WIRE RED/WHITE (MOUNTED IN DRIVER SIDE HEADLIGHT)
- SOI UNIV UNDERCOVER LED INSERT, 5 WIRE BLUE/WHITE (MOUNTED IN PASSENGER SIDE HEADLIGHT)
- SOI 100J SERIES COMPOSITE SPEAKER (100J SERIES COMPOSITE SPEAKER W/ UNIVERSAL BAIL BRKT-100 WATT)
- SOI, MPWR LBAR, 55", RW/RBW/BW, RA/RBA/BA/RBA, HK4 (55"/140CM 10-32 VOLT MPOWER 6 INCH LED LIGHTBAR W/ 15' LIN DSC)

SIDE OF VEHICLE

- SOI, MPWR FASCIA C-N-G, 4", STM, BLK HSG, RED/BLU/WH (4" 3-WIRE LIGHT W/ STUD MOUNT, FOR USE WITH MPOWER ARROW KIT AND CONNECT-N-GO, SAE CLASS 1 & CA TITLE 13, 9-32 VDC, BLACK HOUSING, 18 LED, TRICOLOR - RED/BLUE/WHITE)
- SOI UNDER MIRROR MOUNT BRACKET KIT, DRIVER, 2025 (UNDER MIRROR MOUNT BRACKET KIT (EACH) FOR INSTALLATION ON

- FORD PI UTILITY 2025 FOR USE WITH MPOWER® 3" AND 4" STUD AND INTERSECTOR SURFACE MOUNT, DRIVER SIDE)
- SOI UNDER MIRROR MOUNT BRACKET KIT, PASS., 2025 PI (UNDER MIRROR MOUNT BRACKET KIT (EACH) FOR INSTALLATION ON FORD PI UTILITY 2025 FOR USE WITH MPOWER® 3" AND 4" STUD AND INTERSECTOR SURFACE MOUNT, PASSENGER SIDE)

REAR OF VEHICLE

- SOI 4" MPOWER 90 DEGREE MOUNTING BRACKET, BLACK (FORD EXPLORER/PI UTILITY (2020-23) 6 MOD SPLIT REAR W/ 4" MODULES)
- SOI, MPWR ARRW, REAR, 6MOD, 2020-23 PIU, RA/BA (4" 3-WIRE LIGHT W/ STUD MOUNT, FOR USE WITH MPOWER ARROW KIT AND CONNECT-N-GO, SAE CLASS 1 & CA TITLE 13, 9-32 VDC, BLACK HOUSING, 18 LED, TRICOLOR - RED/BLUE/WHITE, MOUNTED NEAR LICENSE PLATE)
- SOI, MPWR FASCIA C-N-G, 4", STM, BLK HSG, RED/BLU/WH (4" 3-WIRE LIGHT W/ STUD MOUNT, FOR USE WITH MPOWER ARROW KIT AND CONNECT-N-GO, SAE CLASS 1 & CA TITLE 13, 9-32 VDC, BLACK HOUSING, 18 LED, TRICOLOR - RED/BLUE/AMBER, MOUNTED UNDER HATCH, FACES REARWARD WHEN OPEN)
- SOI UNIV UNDERCOVER LED INSERT, 5 WIRE BLUE (MOUNTED IN REAR TAILLIGHTS, ALTERNATES WITH OEM TAILLIGHTS)

SIREN ELECTRONICS

- SOI, 500 SERIES PUSHBTN 200W CNTRL, +VOICE PLBK
- SOI SOUND OFF / BLUEPRINT SYNC MODULE
- SOI BLUEPRINT LINK MICRO KIT
- SOI EXTERNAL BREAKOUT BOX FOR LIN COMM CONSOLE
- GJ2020+ FORD PUI SHORT CONSOLE BOX W/CUP HOLDER, MONGO
- GJ SOI 500 SERIES FACEPLATE
- GJ 1.5" ROCKER SWITCH & AUX 12V POWER OUTLET FILLER PL
- WAYTEK CARLING ON-OFF SWITCH BODY
- NEW WIRE MARINE CUSTOM CONTURA V BLACK
- WAYTEK DC POWER PORT
- WAYTEK DC POWER PORT CAP
- WAYTEK INTELLIGENT DUAL USB CHARGING PORT (INTELLIGENT DUAL USB CHARGING PORT, TYPE 2.0 @ 2.4A, TYPE-C @ 3A)
- MAGNETIC MIC SINGLE UNIT CONVERSION KIT
- SOI UNIVERSAL DOME LIGHT ALL LED, RED/CLEAR (MOUNTED ABOVE CONSOLE)
- SMC S T-RAIL MOUNT UNIVERSAL (SINGLE T-RAIL MOUNT, UNIVERSAL XL, WITH #2 KEY OVERRIDE)

FABRICATION

- CUSTOM METAL FABRICATION (GUNLOCK MOUNTING, ATTACHED TO KENNEL MOUNTED OVERHEAD IN DRIVER COMPARTMENT)

KENNEL

- HAVIS 2020 FORD UTILITY K9 TRANSPORT SYSTEM - STANDARD
- HAVIS HEADLINER INSERTS
- HAV WINDOW GUARD & K9 TRANSPORT OPT.
- ACEK9 ACE WATCHDOG PRO FOR USE WITH PRO ALARM
- ACE K9 NO K9 LEFT BEHIND OPTION KIT
- HAV WINDOW BARRIERS FOR 2020 PIUT

CARGO AREA

- INNOVATIVE ELETRONIC STORAGE, FALSE FLOOR, ELECTRONICS (ELETRONIC STORAGE, FALSE FLOOR, ELECTRONICS TRAY, PIU 2020)
- INNOVATIVE ACCESSORY, ORGANIZER, DUAL FLARE BOX (ACCESSORY, ELECTRONIC STORAGE, ORGANIZER, DUAL FLARE BOX)
- SOI, OBSERVE, SMALL FORM DOME LIGHT, 3", R/W (OBSERVE+ DOME LIGHT - 3" ROUND, DUAL COLOR - RED/WHITE, MOUNTED IN CARGO AREA, CONTROLED BY 3-WAY SWITCH, WHITE-OFF-RED, DIACTIVATED WHEN HATCH IS CLOSED)

CIRCUIT PROTECTION

- EGIS RT FUSE BLOCK 6 POS W/GROUND & LED IND., BULK
- EGIS THERMAL CIRCUIT BREAKER 150 A, SURFACE MOUNT
- EGIS WATERPROOF LABEL SET FOR FUSE BLOCKS (40 LBL, LABEL SET, EMERGENCY VEHICLE, 40 LABELS, FOR RT/ST AND 8+2 FUSE BLOCKS)
- COPE RT FUSE BLOCK 12-POS, W/ GROUND & LED INDICAT (MOUNTED ON EQUIPMENT TRAY)
- EGIS (7616-2001B) DUAL TIME DELAY RELAY, 160A

FIRE PROCTECTION

- AME 5 LB ABC HOSE AND HORN FIRE EXTINGUISHER
- AME HEAVY DUTY BRACKET FOR FIRE EXTIN.

Bid Item No. 6

2026 BMW RT-P MOTORCYCLE (OR EQUAL)

QUANTITY: 1

- COLOR: NIGHT BLACK & ALPINE WHITE III
- ADDITIONAL LED HEADLIGHTS (DRIVING LIGHTS)
- DYNAMIC PACKAGE
- FMS STANDARD EMERGENCY LIGHTING PACKAGE
- FAIRING MOUNTED USB SOCKET
- NOTE PAD HOLDER
- FLASHLIGHT OR PR24 HOLDER
- LICENSE PLATE ID KIT
- LOCENSE PLATE MOUNTING KIT
- RADIO POWER PLUG CONNECTOR (2x)
- RADIO "Y" POWER HARNESS
- RADIO SPEAKER PLUG
- RADIO QUICK MOUNT PLATE
- ACCESSORY CONNECTION PLUGS
- AR RACK BRACKET
- LOCKING AR MOUNT
- SIDE STAND FOOTPLATE EXTENSION
- LIDAR HOLSTER
- STROBING TRAFFIC PREEMPTION
- PVP BLUESTOOTH MODULE/MOTOROLA

REQUIRED CERTIFICATIONS TO BE SUBMITTED WITH BID

A. Non-Collusion Declaration

This document is required to confirm that the Proposers bid is genuine, truthful, and submitted independently, without collusion, price-fixing, or coordination with other bidders. It helps protect the District by ensuring a fair and competitive bidding process.

B. Debarment, Suspension, and Other Responsibility Matters

Proposer shall submit the U.S. Department of Agriculture Certification Regarding Debarment with proposal and each subsequent additional year the contract is renewed. Contract renewals that do not include this certification will not be accepted for consideration.

C. Certificate of Independent Price Determination

Proposer must submit certification with proposal. Proposals received without this certification will not be considered.

D. Alcoholic Beverage and Tobacco-Free Certification

Proposer shall agree to enforce an alcoholic beverage and tobacco-free work site and submit a signed certification with proposal.

E. Contractor's Drug-Free Workplace Certification

Proposer will be required to take positive measures outlined in the certification in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-free Workplace Act could result in penalties including the termination of the contract or suspension of payment thereunder. Proposals received without this certification will not be considered.

F. Contractor's Certificate Regarding Workers' Compensation

Proposer must submit certification with proposal. Proposals received without this certification will not be considered.

G. Certification Regarding Lobbying; Disclosure of Lobbying Activities

The Certification Regarding Lobbying and a Disclosure of Lobbying Activities form must be submitted with proposal and each subsequent additional year the contract is renewed. Contract renewals that do not include this certification will not be accepted for consideration.

H. Clean Air and Water Act

Proposer must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (41 U.S.C. 1857c-8(c)(1)) and the federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Proposals without this certification will not be considered.

I. Iran Contracting Act

Pursuant to public Contract Code 2204 (a) A public entity shall require a person that submits a proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or service of one million dollars (\$1,000,000) or more to certify, at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran describe in subdivision (a) of Section 2202.5, or a person described in subdivision (b) of Section 2202.5, as applicable. Failure to do so will deem your proposal as non-responsive.

J. Edgar Vendor/ Bidder Certification

This certification is required to confirm the vendor's compliance with EDGAR federal regulations, including restrictions on conflicts of interest, lobbying, debarment, and other legal requirements tied to federal funding. It ensures the District remains eligible to use federal funds for the contract.

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****

SUSPENSION AND DEBARMENT CERTIFICATION

U.S. DEPARTMENT OF AGRICULTURE

INSTRUCTIONS: SFA to obtain from any potential Contractor or existing Contractor for all contracts in excess of \$100,000. This form is required each time a bid for goods/services over \$100,000 is solicited or when renewing/extending an existing contract exceeding \$100,000 per year (Includes Food Service Management and Food Service Consulting Contracts).

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722 – 4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of District Official

Agreement Number

Potential Contractor or Existing Contractor (Lower Tier Participant):

Printed Name

Title

Signature

Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at \$100,000) is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the No procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment

Certificate of Independent Price Determination

Both the Fontana Unified School District and Proposer (offeror) shall execute this Certificate of Independent Price Determination.

Fontana Unified School District

Name of Proposer

Name of District

A. By submission of this offer, the offeror (proposer) certifies and, in the case of a joint offer, each party thereto certifies as to its own organization that in connection with this procurement:

1. The prices in this offer have been arrived at independently—without consultation, communication, or agreement for the purpose of restricting competition—as to any matter relating to such prices with any other offeror or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to bid proposal opening in the case of an advertised procurement, directly or indirectly to any other offeror or to any competitor; and
3. No attempt has been made or will be made by the offeror to induce any person or firm to submit, or not to submit, an offer for the purpose of restricting competition.

B. Each person signing this offer on behalf of the offeror certifies that:

1. He or she is the person in the offeror's organization responsible for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
2. He or she is not the person in the offeror's organization responsible for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

To the best of my knowledge, this vendor and its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows (provide detail):

Signature of Proposer's
Authorized Representative

Title

Date

In accepting this offer, the Fontana Unified School District certifies that no representative of the Proposer has taken any action that may have jeopardized the independence of the offer referred to above.

Signature of Fontana Unified School District's
Authorized Representative

Title

Date

Note: Accepting a Proposer's offer does not constitute award of the contract.

CONTRACTOR'S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND TOBACCO-FREE CAMPUS POLICY

The Contractor agrees that it will abide by and implement the District's Alcoholic Beverage and Tobacco-Free Campus Policy prohibits the use of alcoholic beverages and tobacco products, of any kind and at any time, on District-owned or leased buildings, on District property and in District vehicles. The Contractor shall procure signs stating "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

CONTRACTOR: _____

SIGNATURE: _____

DATE: _____

CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the Contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

1. Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition.
2. Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The person's or organization's policy of maintaining a drug-free workplace;
 - c. The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations;
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contact be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

I also understand that if the Fontana Unified School District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Sections 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

CONTRACTOR: _____

SIGNATURE: _____

DATE: _____

**CONTRACTOR'S CERTIFICATE REGARDING WORKERS
COMPENSATION**
(TO BE SUBMITTED WITH BID)

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees.
3. For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

I am aware of the provisions of Labor Code section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provision before commencing the performance of the work of this Contract.

SIGNATURE: _____

PRINT: _____

DATE: _____

In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and submitted with the awarding body prior to performing any work under this contract.

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ORGANIZATION: _____

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

CERTIFIED BY: _____
(TYPE OR PRINT)

TITLE: _____

SIGNATURE: _____

DATE: _____

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if Known: Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:		7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____
8. Federal Action Number, <i>if known</i>:		9. Award Amount, <i>if known</i>: \$ _____
10. a. Name and Address of Lobbying Registrant (<i>if individual, last name, first name, MI</i>):		b. Individuals Performing Services (<i>including address if different from No. 10a</i>) (<i>last name, first name, MI</i>):
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget,

Paperwork Reduction Project (0348-0046), Washington, DC 20503

CLEAN AIR AND WATER CERTIFICATION

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (41 U.S.C. 1857c-8(c)(1) or the Federal Water Pollution Control Act 33 U.S.C. 1319(d) and is listed by EPA or the contract is not otherwise exempt.

Name of Bidder Company

THE PROPOSER AGREES AS FOLLOWS:

- A. To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports and information as well as other requirements specified in Section 114 and Section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued there under before the award of this contract.
- B. That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.
- C. To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.
- D. To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

- A. The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).
- B. The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).
- C. The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1957c-5(d)), an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or approved implementation procedure under Section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
- D. The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).
- E. The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an Air or Water Pollution Control Agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.

The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or sites of operations, owned, leased or supervised by the Food Service Management Company.

AUTHORIZED REPRESENTATIVE

TITLE

DATE

IRAN CONTRACTING ACT

CERTIFICATION OF ELIGIBILITY TO BID FOR CONTRACTS OF \$1 MILLION OR MORE (Public Contract Code sections 2202-2208)

Pursuant to Public Contract Code 2204. (a) A public entity shall require a person that submits a bid or bid to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5, as applicable. A state agency shall submit the certification information to the Department of General Services.

To comply with this requirement, please insert your bidder or financial institution name and Federal ID

Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the bidder/financial institution identified below, and the bidder/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/bidder, for 45 days or more, if that other person/bidder will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Bidder Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in</i>

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a bidder/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a bid for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Bidder Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

EDGAR VENDOR/ BIDDER CERTIFICATION

(2 CFR Part 200 and Appendix II) (TO BE SUBMITTED WITH BID)

All bidders must complete this EDGAR Certification Form regarding bidder's willingness and ability to comply with certain requirements which *may* be applicable to specific District purchases using federal grant funds.

Bidders/Contractors must initial each box below and sign the form at the bottom. A response of "NO" may deem the bid nonresponsive.

1. Bidder Violation or Breach of Contract Terms

Contracts for more than the simplified acquisition threshold currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Provisions regarding bidder default are included in the Bid Documents and will form a part of the contract issued to the successful bidder.

The remedies under the Contract are in addition to any other rights and remedies that may be available under law. By submitting a bid, you agree to these bidder violation and breach of contract terms.

YES NO

2. Termination for Cause or Convenience

Bidder/Contractor agrees to the terms of termination as set forth in the General Conditions contained in the Bid Documents.

YES NO

3. Records Retention Requirements

When federal funds are expended by a member district for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

YES NO

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Company Name

Signature of Authorized Company Official

Printed Name

BID FORM

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. Bid must include supporting documentation, including vehicle specifications and warranty information.

Line Item	Description	Qty	Unit of Measure	Delivery Time	Unit Cost	Total
1	RAM PROMASTER 3500, 2026, PROMASTER CARGO 159"WB EXT. HIGH ROOF (OR EQUAL)	1	EA			
2	FORD TRANSIT 350 PASSENGER VAN, MEDIUM ROOF, 4X2 (OR EQUAL)	3	EA			
3	FORD TRANSIT 350 PASSENGER VAN, MEDIUM ROOF, 4X2, SWB REAR LIFT 7 PASSENGER PLUS TWO WHEELCHAIR (OR EQUAL)	2	EA			
4	FORD EXPLORER 6 2025, 3.0 ECOBOOST (OR EQUAL)	2	EA			
5	FORD EXPLORER 6 2025, 3.0 ECOBOOST, PIU OUT FITTED FOR K9 UNITS (OR EQUAL)	1	EA			
6	BMW RT-P 2026 MOTORCYCLE (OR EQUAL)	1	EA			
TOTAL						

Signature

Name

Title

Company

Date