



Bid 665
for
MECHATRONICS EQUIPMENT & INSTALLATION (CTE OHS) Re-Bid

BID DUE DATE
4/6/22 @ 10:00 a.m.

SUBMIT ELECTRONIC BIDS TO:

E-Mail: Deanna.Rantz@oxnardunion.org

NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the Oxnard Union High School District of Ventura County, California, acting by and through its Governing Board, hereinafter referred to as the DISTRICT will receive up to, but not later than **4/6/22 at 10:00 a.m.**, electronic Bids for the award of a contract/PO for the following:

Bid 665 Mechatronics Equipment & Installation (OHS CTE) Re-Bid

Each Bid shall be submitted on a form obtained from the Purchasing Department of said District. Bids must be sent via email to the Director of Purchasing at Deanna.Rantz@oxnardunion.org . Specifications and other contract document forms will be available without charge and may be secured by prospective bidders online at <https://www.oxnardunion.org/departments/business-services/purchasing-warehousing/request-for-bids-proposals> . Bids must be submitted by the specified Bid due date and time. Late submittals will not be accepted and will not be viewed.

Bid security has been waived.

The Oxnard Union High School District shall be the sole judge of the quality of items offered and reserves the right to reject any or all Bids, to accept or reject any one or more items of a Bid or to waive any irregularities or informalities in the Bids submitted or in the solicitation process.

No bidder may withdraw their Bid for a period of ninety (90) days after the Bid due date.

On behalf of the Oxnard Union High School District Governing Board of Trustees

Publish: 3/20/22 & 3/27/22

GENERAL INSTRUCTIONS AND CONDITIONS

1) SUBMITTAL DOCUMENTS

Bidders *must submit the following* or the submittal may be deemed unresponsive:

- Bid Form
- Bid Cost Sheet (Appendix A)
- Non-Collusion Declaration

2) DEFINITIONS

As used herein, “District” or “OUHSD” means the Oxnard Union High School District.

As used herein, “Offeror” means the firm or vendor or service provider submitting a Bid.

As used herein, “Offer” means the Bid.

As used herein, “Contract” means an associated agreement / purchase order with the District.

As used herein, “Proposer” or “Bidder” or “Contractor” or “Provider” or “Supplier” means the firm or vendor or service provider submitting a Bid.

3) BID FORMAT and CONTENTS

- a. **Bid** shall be provided together and submitted electronically to deanna.rantz@oxnardunion.org no later than **4/6/22 at 10:00 a.m.**
- b. The Offeror is responsible to ensure that its Bid is received electronically via email to Deanna.Rantz@oxnardunion.org by the date and time specified in the bid documents. No late submissions will be accepted. The District is not responsible for technical difficulties in electronic submission of the Bid package.
- c. The District reserves the right to accept a Bid and enter into an agreement or Purchase Order as a result of the initial Bids received. The Oxnard Union High School District shall be the sole judge as to the quality of items offered and reserves the right to reject any or all Bids, to accept or reject any one or more items in a Bid or to waive any irregularities or informalities in the Bids or in the Bid process.
- d. No erasures are permitted. Verify your Bid documents before submission. No changes to the Bid may occur after the Bid due date and time.
- e. All items proposed must conform to the specifications set forth in these Bid documents. The District reserves the right to reject all responses that do not conform to the specifications. When proposing on brands other than those specified, if applicable, the Proposer must state on the Bid the brand, quality, model number, or other trade designation on each item proposed other than “as specified”. At a minimum, descriptive technical literature fully describing the claimed “or equal” product must be attached to the Bid. The Bidder must identify each product in its solution that varies from the referenced model and/or specifications and provide an itemization of each and every attribute of the product as it relates to the comparative technical specification literature of the referenced product, certifying that it is equal to or better than the reference product.
Suitability and valuation of “equals” rests in the sole discretion of the District.
- f. Offeror shall include all appropriate California State Sales or Use Tax in final calculations.
- g. The District may request to meet with the Offeror’s authorized representative to request answers and clarifications or it may request that the Offeror answer specific questions in writing, or to make a presentation to the District staff or to its Board of Trustees.

- h. For convenience in designation on the plans or in the specifications, certain articles or materials to be incorporated in the work may be designated under a trade name or in the name of a manufacturer. Whenever in specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating the description of material, process or the article desired and shall be deemed to be followed by the words "or equal," and provider may, unless otherwise stated, offer any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified. If material, process or article offered by service provider is not, in the opinion of the District, substantially equal to or better in every respect to that specified, then service provider shall furnish material, process or article specified. Burden of proof as to equality of any material, process or article shall rest with provider. Provider shall submit request together with substantiating data for substitution of any "or equal" item within the sealed Bid as part of its Bid response. Provision authorizing submission of "or equal" justification data shall not in any way authorize an extension of time for performance of this contract.
- i. Proposers must include in their Bid all of the indicated items unless specifically marked "optional" by this District. Marking "No Bid" for items you choose not to propose on may render the submittal package non-responsive.
- j. All Bid responses must show the firm name and must be signed by a responsible officer or employee fully authorized to bind the organization to the terms and conditions herein. Obligations assumed by such signature must be fulfilled.
- m. The Bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the initials of the person(s) signing the Bid. Discrepancies between words and figures or words and numerals, will be resolved in favor of figures or numerals. In the event the District determines that any Bid is unintelligible, inconsistent or ambiguous, the District may reject such Bid as not being responsive.
- n. Bidders shall thoroughly examine and be familiar with the requirements and specifications. The failure or omission of any bidder to receive or examine any contract document, form, instrument, addenda, or any other document pertaining to this Bid, and acquaint itself with existing conditions shall in no way relieve any bidder from any obligation with respect to the Bid.

By submitting a Bid, the prospective Bidder represents that it has thoroughly examined and become familiar with the work required under this Bid and that it is capable of providing the equipment and services to achieve the District's objective.

4) **REQUEST FOR INFORMATION (RFI)**

- a. If an Offeror desires an explanation or clarification of any kind regarding this Bid, the Offeror must make a written request by the Request for Information (RFI) deadline. Direct any written inquiries regarding this Bid electronically via email only to Deanna.Rantz@oxnardunion.org . Offeror should not make contact with any other individuals during the Bid process. The District may advise all Offerors **known** to have received a copy of the Bid of the explanation or clarification, either by email, formal addendum or on the District website, however, it is the responsibility of potential proposers to check the District website and not rely on email correspondence. Updates will be posted on the OUHSD website at:
<https://www.oxnardunion.org/departments/business-services/purchasing-warehousing/request-for-bids-proposals>

5) **AMENDMENTS**

Offerors are advised that the District reserves the right to amend this Bid at any time. Amendments will be done formally by providing a written addendum. If, in the sole and absolute discretion of the District, the change is of such nature that additional time is required for Offerors to prepare Bids, the District will change the due date deadline and post this notice as an addendum on the indicated website.

- a. Offerors must acknowledge, any and all Bid addendum on the Bid Form. Failure to mark all addenda issued under this Bid will render the Bid package unresponsive.

6) **TIMELINE**

The District's anticipated BID schedule is as follows, but is subject to change at the District's discretion:

Advertisements	3/20/22 & 3/27/22
BID Due	4/6/22 @ 10:00 a.m.
Board Award	4/20/22

7) **VALIDITY OF BID/OFFER**

Each Bid/offer must be a firm irrevocable offer and remain open and valid for District acceptance through July 1, 2022.

8) **WITHDRAWAL OF BID**

- a. A proposer may withdraw its Bid at any time prior to the Bid due date and time by submitting a written request to the District Purchasing Director. No oral or faxed request will be accepted. A withdraw request must be signed by an authorized representative of the company.
- b. A withdraw request received by the District after the Bid due date and time shall in no event be deemed or construed to constitute a withdrawal of the Bid and the District still may accept the Bid if it is responsive and the respondent is a responsible contractor. Should an Offeror wish to withdraw its Bid, it must submit the official request in writing and the request must be signed by an authorized representative of the company. The District will accept or reject this request at its sole discretion.

9) **PROTEST**

Any bid protest by any Bidder regarding any other bid must be submitted in writing to the District, before 5:00 p.m. of the **THIRD (3rd)** business day following bid opening.

- a. Only a Bidder who has actually submitted a bid, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a bid protest. Subcontractors are not eligible to submit bid protests. A Bidder may not rely on the bid protest submitted by another Bidder.
- b. A bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered.
- c. The protest must refer to the specific portions of all documents that form the basis for the protest.
 - i. Without limitation to any other basis for protest, an inadvertent error in listing the California contractor's license number on the Designated Subcontractors List shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the correct contractor's license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that

subcontractor.

- d. The protest must include the name, address and telephone number of the person representing the protesting party.
- e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- f. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

10) AWARD CRITERIA

Award of this Bid shall be made to the responsive and responsible proposer having equipment that is equal to the specifications and has the lowest bid price. The District reserves the right to make multiple awards, award by line item, or make no award at all. The District reserves the right to reject all Bids, to waive any irregularities or discrepancies, and to act as the sole judge as to the merit and qualifications of the Bids received.

11) PURCHASE ORDER

The District will issue a Purchase Order, or multiple Purchase Orders to the awarded company/companies that will bind it to specific terms and conditions (Terms & Conditions can be found at <https://www.oxnardunion.org/administrative-services/purchasing-warehousing/po-terms-conditions/>).

12) PROMPT DELIVERY

Upon award of this contract and issuance of Purchase Order, the proposer shall keep sufficient stock of product and service material to insure prompt delivery, installation and service schedules. Upon receipt of the Purchase Order and executed contract, if a contract is required, the proposer must submit a delivery schedule to the District and receive acceptance of that delivery and installation schedule.

13) STANDARD COMMERCIAL USE – PRODUCTS

The proposer, whether manufacturer, supplier, distributor or retailer, hereby certifies that the products offered under this Bid shall be new, current production models, have been placed in regular commercial use for a period of at least one (1) year, must remain in inventory at least one (1) year after award of contract and that adequate spare parts exist in the marketplace for the items sold.

14) HOLD HARMLESS

The Vendor shall protect and defend, indemnify and hold harmless, at its own expense, the District, its officers, employees, and agents from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other causes based or asserted upon any act, omission, or breach connected with services called for in this Bid.

- a) Liability for damages for (1) death or bodily injury to persons; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Vendor or any person, firm or corporation employed by the Vendor upon or in connection with the services called for in the Contract Documents, except for liability resulting from the sole negligence, or willful misconduct of the District, its officers, employees, agents or independent contractors who are directly employed by the District, and except for liability resulting from the active negligence of the District.

- b) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Vendor, or any person, firm, or corporation employed by the Vendor, either directly or independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the District, arising out of, or in any way connected with the services covered by the Agreement, whether said injury or damage occurs either on or off school district property, if the liability arose from the negligence or willful misconduct of anyone employed by the Vendor, either directly or by independent contract, and not by the active negligence of the District.
- c) The Vendor, at Vendor's own expense, cost and risk shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, or any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

15) INSURANCE

The Contractor is required to hold all required insurance for the duration of the project or until goods and/or services are rendered and approved as having been completed. Failure on the part of the Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of the contract or Purchase Order under which the District may immediately cancel receipt of goods and/or services. The limits required and showing Oxnard Union High School District as additional insured on the Certificate of Insurance are:

- a. Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement, Automobile Liability Insurance, including non-owned and hired automobiles, as applicable with the following coverage limits:

Personal vehicles:	\$ 500,000.00 combined single limit or \$100,000.00 per person / \$300,000.00 per accident
Commercial vehicles:	\$1,000,000.00 combined single limit

- b. Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000.

In the case of any such work which is subcontracted, Provider shall require all subcontractors to provide Workers' Compensation Insurance and Employers' Liability insurance for all of the subcontractor's employees to be engaged in such work unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

Absent proof of Workers' Compensation Insurance, Provider will submit a statement requesting a waiver from this requirement and indicating the reason Workers' Compensation Insurance is not required.

16) FAILURE TO FULFILL CONTRACT or PURCHASE ORDER/TERMINATION

When any awarded proposer, under contract or Purchase Order, fails to deliver any article or service or shall deliver any 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 company, either in whole or in part, and may enter into a new contract for the same items in such manner as seems to the Board of Trustees to be to the best advantage to the District. Any failure for furnishing such articles or services by reason of the failure of the awarded company, as above stated, shall be a liability against such company. The Board of Trustees reserves the right to cancel any articles or services which the successful supplier may be unable to furnish because of economic conditions, governmental regulations or other similar causes

beyond the control of the supplier provided satisfactory proof is furnished to the District, if requested.

17) CANCELLATION FOR INSUFFICIENT OR NON-APPROPRIATION OF FUNDS

The Proposer hereby agrees and acknowledges that monies utilized by the District to purchase the items proposed are public monies appropriated by the State of California, the Federal Government or Career Technical Education funding agencies programs or acquired by the District from similar public sources and are subject to variation. The District fully reserves the right to cancel this Bid at any time and/or to limit quantities of items due to non-availability or non-appropriation of sufficient funds.

18) WARRANTY/QUALITY

The supplier, manufacturer, or his assigned agent shall guarantee the product against all defects or failures of materials and workmanship for a period of one (1) year from the date of accepted commissioning.

Where applicable, all merchandise must be warranted to be in compliance with California energy, conservation, environmental, educational, and product liability standards.

The proposer represents and warrants fault free performance in processing of date and date-related data (including, but not limited to, calculating, comparing, and sequencing) by all hardware, software, and equipment delivered under any contract awarded under this Bid, individually and in combination, upon installation.

19) APPLICABLE LAW

The laws of the State of California shall govern any agreements or binding documents resulting from this Bid.

20) INVOICING AND PAYMENTS

Oxnard Union High School District requires that the successful proposer submit their payment invoices to accounts payable@oxnardunion.org. The District requires Net30 terms to allow sufficient time to accept products, confirm product conformity to specifications, confirm products are in working order and are not damaged and to process invoices for payment.

21) CONTRACTOR REQUIREMENTS

The District requires all contractors, subcontractors employed by the awarded company, representatives, employees, suppliers, field engineers, or any other entity related to the work herein, to follow all District policies and procedures included, but not limited to:

- a. Contractor shall restrict his employees to the immediate work areas on the job site, and deliver materials, tools and equipment to the site as directed by the District.
- b. Contractor shall observe all safety rules and regulations of Title 24,CAL/OSHA, and the General Contractor as applicable to the safety of the Contractor, his personnel, and the student/faculty during work operations. Where necessary for the safety of the public, Contractor shall provide and maintain adequate protection and barricades to separate work areas from other public areas, as directed by the District or other authorities having jurisdiction. In an emergency affecting life and safety of life or of work or of adjoining property, Contractor is permitted to act at his discretion to prevent such threatened loss or injury without the District's authorization.
- c. Contractor at all times shall keep premises free from debris such as waste, rubbish and excess materials and equipment caused by the work. At completion of the project, Contractor shall restore the work area in conformance with existing codes and standards.

- d. Contractor is responsible for notifying appropriate authorities where work impacts existing utilities and shall repair any damage to same at no cost to the District.
- e. All employees of the Contractor will be screened by the Contractor for proper identification and good behavior. In accordance with general District policy, Contractor's personnel are not permitted to smoke in any area of the school grounds or District Offices, and they are requested to observe appropriate dress and language. No social contact, verbal or physical, is allowed between Contractor's personnel and students. Any reports of misbehavior by Contractor's personnel will result in having such persons removed from campus grounds.
- f. Contractor and its employees must follow all State of California, Ventura County Public Health Department, Centers for Disease Control and Prevention and Oxnard Union High School District guidelines regarding COVID-19 protocols and procedures.
- g. To perform the work required within this Bid, the Contractor must possess a license to sell products and services throughout the duration of the project. If, at time after award of the contract or Purchasing Order, bidder is not licensed to perform the project in accordance with California business and labor codes, such Bid will not be considered and the Vendor will forfeit its bid security to the District.

22) FINGERPRINTING

Contractor shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements described in Education Code Section 45125.1. Contractor's responsibility shall extend to all of its staff and subcontractors, regardless of whether such individuals are paid or unpaid, concurrently employed by the District, and/or acting as independent contractors of the Contractor. Verification of compliance with this Section shall be provided in writing to the District Representative prior to Contractor permitting such individuals to come in contact with District employees or students.

DISTRICT BACKGROUND AND OBJECTIVES

The Oxnard Union High School District (“OUHSD”) was established in 1901 and consists of eight high school campuses, a district office, a middle college high school and one adult school. An additional school (Del Sol High School) is under construction. The District serves the communities of Oxnard and Camarillo. The estimated student population is approximately 17,200 students. The District operates special programs and classes for students, including Career Technical Education programs which involve in depth instruction on specialized equipment and instruction on job trade skills.

Note: The District previously bid equipment for this project and received a response for a minimal amount of items. The District is re-bidding this project for the remaining item needed and waiving the bid security. Cost Sheet Appendix A shows the items still needed.

1. BID and PROJECT OBJECTIVE

The purpose of this Request for Bid (Bid) is to provide, install, configure, and warranty new mechatronics CTE equipment for use in an educational facility.

This Bid’s scope encompasses the selected company or companies providing the required equipment, and ongoing manufacturer maintenance of mechatronics equipment that appropriately integrates with the existing District classroom. The District requires the awarded company or companies to order the product specified in the District Purchase Order and deliver it to Oxnard High School, 3400 West Gonzales Road, Oxnard, CA 93036, install said equipment and ensure equipment is properly calibrated and in working order.

PROJECT REQUIREMENTS

1. PROJECT MANAGEMENT

The vendor is expected to provide a project manager for this installation that will interface and become the main contact with the District for the duration of the project. This project manager will be assigned to OUHSD throughout the life of the project. OUHSD reserves the right to request a change in project management based on performance.

2. INSTALLATION

The vendor will be responsible for the physical installation, configuration, testing, and turn up of all equipment included in this procurement.

The vendor will follow electrical standards, dress and label cables, cords and equipment appropriately, if needed, and provide an organized installation.

The contractor shall provide all offloading and moving equipment required to offload onsite and take equipment to the specified classroom for installation.

3. INVENTORY

An inventory of all delivered equipment must be reported to the Director of Purchasing and shall include Equipment Type, Make, Model, Quantity and Serial Number.

Upon completion of the installation, the vendor is to provide the District with accurate and thorough documentation of installed equipment and the warranty information for each item. Vendor may be required to obtain District asset tags to adhere to the equipment prior to installation.

4. PRICING SCHEDULE

The vendor will provide pricing details in Appendix A attached to this BID. OUHSD reserves the right to purchase all or some of the proposed solutions. Bids shall include all costs deemed necessary to cover all contingencies essential to the supply and installation of the specified equipment. These costs include, but are not limited to, hardware, labor costs, installation, electrical set up, required permits, licenses, or any other fees or charges that may be imposed in order to complete the project.

Any cost encountered which is not specifically itemized in the Bid shall not be incurred without the express written consent of the District. Any cost increases to the project, of any sort, must be submitted via a request from the contractor and approved by the District's Board of Trustees or designee.

BID FORM

Name of Company: _____

To: Oxnard Union High School District acting by and through its Governing Board herein called the “District”.

- The undersigned bidder, having become familiarized with all the following documents including but not limited to the Notice Inviting Bids, General Instructions and Conditions, Specifications, Bid Form, Non-Collusion Affidavit, all modifications, addenda and amendments, if any (hereinafter Bid Documents), hereby proposes and agrees to be bound by all the terms and conditions of the Bid Documents and agrees, if awarded, to provide and furnish the goods in accordance with laws, codes, regulations, ordinances and any other legal requirements, in connection with the following:

BID 665
REQUEST FOR BIDS
FOR
Mechatronics Equipment& Installation (OHS CTE) Re-Bid

all in strict conformity with the BID Documents, including Addenda Nos.

No._____, Dated _____	No._____, Dated _____
No._____, Dated _____	No._____, Dated _____
No._____, Dated _____	No._____, Dated _____

on file at the office of the Oxnard Union High School District for the sums as set forth in this Bid Form resulting from the pricing on each individual Bid Cost Sheet per School Site (Appendix A), and will accept in full payment for that Work the following total lump sum amount, all taxes included:

_____ dollars \$ _____

BID AMOUNT

Proposer acknowledges and agrees this Bid Amount accounts for any and all Costs and includes the sum of all Costs included in Appendix A, including all delivery fees, shipping and handling charges and appropriate tax for Oxnard, CA.

2. It is understood that the District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.
3. Communications conveying notice of award of the contract or issuance of a PO, requests for additional information or other correspondence should be addressed to the bidder at the address stated below.
4. The name(s) of all persons interested in the bid as principals are as follows:

5. The bidder hereby warrants that the bidder has all appropriate licenses and permits to perform the work as specified in the bid documents and that such licenses and permits will be in force and effect throughout the contract.
6. It is understood and agreed that if requested by the District, the bidder shall furnish a notarized financial statement, references, and other information required by the District sufficiently comprehensive to permit an appraisal of bidder's ability to perform the work.
7. The required Non-Collusion Declaration is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed declaration will render the bidder automatically nonresponsive.
8. Failure to complete the Bid Form in its entirety will render a bidder nonresponsive.
9. Quantity estimates are approximate and the District does not guarantee a minimum or maximum amount.
10. Items shall be priced F.O.B. Destination – Freight Prepaid and Allowed (Offeror/Service Provider/Vendor pays all freight, bears all freight, owns goods in transit, and files any claims.)
11. The bidder hereby confirms it is submitting these required forms to complete is Bid package:
 - Bid Form
 - Bid Cost Sheets (Appendix A)
 - Non-Collusion Declaration

Price to include any shipping, handling, drayage, assembly, or any other related cost. Delivery charges, fuel surcharges or any additional costs associated with delivery will not be accepted or paid.

The undersigned hereby declares that all of the representation of this BID are made under penalty of perjury under the laws of the State of California.

Signature: _____

Print Name: _____

Title: _____

Date: _____

Business Address: _____

Telephone: _____

E-Mail: _____

NONCOLLUSION DECLARATION TO BE EXECUTED

The undersigned declares:

I am the _____ of _____ 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 this:

City of _____ State of _____

Signature

Print Name

Title