NEWPORT MESA UNIFIED SCHOOL DISTRICT

NOTICE TO BIDDERS

BID NO. 115-21

DISTRICT VEHICLES

In accordance with Public Contract Code 20111, notice is hereby given that the Newport Mesa Unified School District, will receive up to, but no later than 2:00 p.m., on JANUARY 21, 2021, at the District Education Center, 2985 Bear St., Bldg. A, Costa Mesa, CA 92626, sealed bids for the award of a contract for the annual purchase of DISTRICT VEHICLES

Bids shall be opened and publicly read aloud at the above stated date, time and place. Each bid must conform and be responsive to the bid documents, copies of which may be obtained on the Purchasing Department website at https://web.nmusd.us/bids2021

No bidder may withdraw his bid for a period of sixty (60) days after the date set for opening of bids.

All bids shall be made and presented on a form furnished by the District

The District reserves the right to waive any irregularities, accept or reject any or all bids and to accept or reject any items thereon.

NEWPORT MESA UNIFIED SCHOOL DISTRICT

_____

Jonathan Geiszler
Director, Purchasing & Warehouse

Published: Orange County Register
December 21, 2020
December 28, 2020

Newport-Mesa
Unified School District

NEWPORT MESA UNIFIED SCHOOL DISTRICT

BID NO. 115-21

DISTRICT VEHICLES

DATE ISSUED:	**December 21, 2020**
DATE DUE:	**January 21, 2021 BY 2:00 P.M.**
BUYER:	**Jonathan Geiszler**

NEWPORT MESA UNIFIED SCHOOL DISTRICT

NOTICE TO BIDDERS

BID NO. 115-21

DISTRICT VEHICLES

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NEWPORT MESA UNIFIED SCHOOL DISTRICT

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Jonathan Geiszler
Director, Purchasing & Warehouse

Published: Orange County Register
December 21, 2020
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NEWPORT MESA UNIFIED SCHOOL DISTRICT

INSTRUCTIONS FOR BIDDERS

BID NO. 115-21

DISTRICT VEHICLES

1. PREPARATION OF BID FORM: The Newport Mesa Unified School District, hereinafter referred to as District, invites bids on the forms enclosed to be submitted no later than **THURSDAY, JANUARY 21, 2021 AT 2:00 P.M.** All blanks on the bid form must be appropriately filled in. Each bid must be submitted in a separate sealed envelope bearing on the outside the bid number and closing date. It is the sole responsibility of the bidder to ensure that their bid is received at the location specified in paragraph 2 below, no later than the time and date specified. Any bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

2. BID SUBMISSION ADDRESS: Bids shall be submitted to the Purchasing Department of the District. If bids are hand delivered or delivered by a delivery service (i.e. UPS, Federal Express, U.S. Mail, or private courier) they shall be delivered to the **District Education Center**, located at **2985 Bear St., Bldg. A, Costa Mesa, CA, 92626**.

   TO BE CONSIDERED, ALL BIDS MUST BE RECEIVED IN THE PURCHASING DEPARTMENT BY THE TIME AND DATE OF CLOSING. (NOTE: BIDDERS WHO MAIL THEIR BIDS SHOULD ALLOW SUFFICIENT TIME FOR THE INTERNAL DISTRIBUTION OF MAIL WITHIN THE DISTRICT.)
   FAXED BIDS AND BIDS RECEIVED IN THE PURCHASING DEPARTMENT AFTER DATE AND TIME INDICATED HEREIN WILL NOT BE ACCEPTED.

3. BID OPENING READING: All bids shall be publicly opened and read aloud at the time and date indicated above, at the **District Education Center**, located at **2985 Bear St., Bldg. A, Costa Mesa, CA, 92626**.

4. SIGNATURE: All bids must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid. Unsigned bids will be considered non-responsive, thus resulting in rejection of the bid.

5. MODIFICATIONS: Changes in or additions to the bid form, alternate bids, or any other modifications of the bid form which are not specifically called for in the bid documents may result in District's rejection of the bid as not being responsive to this invitation to bid. Oral, telephone, telegraphic, or facsimile bids or modifications will not be considered.

6. ERASURES: The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is initialed in the margin immediately opposite the correction by the person or persons signing the bid.

7. WITHDRAWAL OF BID: Any bidder may withdraw his bid personally or by written request, to the Director, Purchasing & Warehouse, at any time prior to the scheduled closing time for receipt of bids. Any request for withdrawal received after the hour set for the opening of the bids will not be honored.

8. INTERPRETATION OF BID DOCUMENTS: Bidders who find discrepancies in or omissions from the bid documents, may submit to the Director, Purchasing & Warehouse, a written request for clarification or correction thereof. A copy of all requests for clarification and the response thereto will be posted on the District's web site with the bid documents. Corrections will be made by addenda issued to each bidder. The District will not be responsible for oral interpretations. All addenda issued during the time of bidding shall be incorporated into the bid automatically. Questions regarding the bid may be submitted to Jonathan Geiszler, Director, Purchasing & Warehouse no later than 5:00 P.M. PST on January 11, 2021 at jgeiszler@nmusd.us.

9. AWARD OF A CONTRACT: The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or the bidding, and to make its selection of items awarded based upon its best judgment as to which items substantially comply with the specifications, or which are most economical and/or best suited for the purpose for which they are intended.

   It is the District's intent to award the contract on an item-by-item basis. Please submit prices on each item. Cash discounts offered shall not be considered in determining low bid in accordance with Paragraph 36, DISCOUNTS of these Instructions for Bidders. In the event of equal bids, the award shall be made to the bidder located within the State of California, the County of Orange, and with whom the Purchasing Department of the District has had satisfactory business relationships, in the order named. All bids shall remain open and valid and subject to acceptance for sixty (60) days after the bid opening date.

10. PRICES: Bid each item separately. Prices must be stated in units specified or trade standard. The right is reserved to waive any informality in bids, to reject any or all bids, and to accept or reject any item or combination of items. In case of a discrepancy between the unit price and the extension, the unit price will be considered correct. Quote prices net including trade discounts, F.O.B. DESTINATION, FRT. PREPAID.

11. SCOPE: This specification establishes the minimum requirements for the Newport Mesa Unified School District Fleet Vehicles. These vehicles will be used on highways, city/county roads and shall be designed to operate under typical ambient temperatures (which can range from 10° to 120° F).

12. SPECIFICATIONS AND STANDARDS: Specifications and standards referenced in this document in effect on the opening of the Bid form a part of this specification where referenced. Each vehicle delivered shall be fully compliant with all Federal and State regulations for vehicles in effect as of the date of manufacture.

13. SAFETY: Each vehicle delivered shall conform to the Federal Motor Vehicle Safety Standards (FMVSS) and the California Vehicle Code (CVC) requirements in effect as of the date of manufacture.

14. EMISSION CONTROL: The engine shall be California Air Resource Board (CARB) certified to operate on- highway in the State of California at the time of manufacture. Any motor vehicle rated at 8,500 pounds GVWR or less which has a vehicle curb weight of 6,000 pounds or less shall meet or exceed California's Ultra-Low Emission Vehicle II (ULEV II) standards for exhaust emissions (13 CCR 1961).

15. REQUIREMENTS: Each vehicle shall be new (unused), current production as specified in the solicitation at the line item description. Vehicles bid must meet or exceed the requirements in the Bid line item description. Each vehicle shall be supplied with all equipment and accessories indicated as standard equipment in the manufacturer's published literature (or web site). Optional equipment necessary to meet the minimum requirements of this specification shall be included.

    Vehicle classifications in this specification or at the line item description are consistent with The U.S. Environmental Protection Agency (EPA) and U.S. Department of Energy (DOE) Fuel Economy Guide found at www.fueleconomy.gov. Vehicles shall be evaluated to ensure that they are listed in the proper class in the Fuel Economy Guide that matches the line item description with the following exceptions:

    - Sport utility vehicles and passenger vans with a GVWR of more than 10,000 lbs.
    - Other vehicles with a GVWR of 8,500 lbs. or more
    - Special Purpose Vehicles shall be included in the evaluations as Vans

    The following items (supplementing if necessary those items already cataloged as standard equipment) shall be furnished:

    - Air Conditioning
    - Automatic Transmission
    - AM/FM Radio
    - Cellular Hands Free Connection
    - Backup Camera
    - Power Windows and Door Locks
    - Keyless entry
    - Original Equipment Manufacturer (O.E.M.) floor mat sets installed in all seating rows where the vehicle comes with carpeted floors
    - If offered by the manufacturer, all vehicles with a GVWR under 10,000 lbs. shall include a mounted spare tire and wheel changing tools (if a full size spare is available, then it shall be included)
    - All trucks and vans shall come with the highest rated available tow hitch assembly for the vehicle weight and towing capacity, dealer installed.
    - All Trucks and vans shall be delivered with audible backup warning system

    Wheel weights shall contain no more than 0.1 percent lead by weight (Health and Safety Code Section 25215.6).

    Exterior shall be painted with a solar reflective white. Standard Interior color should be gray or black.

16. FUEL TYPES: Specific fuel requirements for each vehicle are found at the line item description in the bid and may include any of the following types:

    - Gasoline (87 octane)
    - Gasoline/Hybrid-Electric
    - Electric

17. WARRANTY: Warranty period shall be manufacturer's standard, but not less than 36 months or 36,000 miles. Warranty shall cover defects in materials and workmanship from date the unit is placed in service or within sixty (60) days from date of acceptance by the Board, whichever occurs first. Contractor will be notified in writing when unit is place in service. Minor repair parts and labor during the warranty period may be supplied by the District at vendor's expense upon mutual agreement prior to start of work. Any warranty adjustment referred to the vendor must be completed within 72 hours.

18. VEHICLE CODE: All vehicles shall confirm to the California Vehicle Code and all other governing requirements.

19. GVWR: All vehicles shall meet the Federal GVWR rating and all components shall have corresponding GVWR ratings. Any vehicles that require a larger wheel and tire size on the rear axle shall have an equal size wheel and tire on the front axle, unless otherwise specified.

20. MANUALS: Price to include a complete Technical Service Manual and Parts Book for models supplied and one (1) Owner's Manual.

21. KEYS: All vehicles purchased under this contract will be provided to the District with (3) three sets of keys and or key FOBs.

22. DEALER SERVICE: The equipment furnished under this contract shall be completely serviced locally by the vendor prior to delivery. It shall be ready for operation when delivered. Any further servicing by the vendor will not be required except in connection with repairs or adjustments covered by the manufacturer's or dealer's warranty.

23. VEHICLE REGISTRATION: Dealer shall be responsible for submission of all DMV paperwork; the District is exempt from the payment of California vehicle registration fees. All vehicles will receive California Exempt License Plates.

24. FEDERAL EXCISE TAX: The Newport Mesa Unified School District is exempt from payment of Federal Excise Taxes, and will furnish vendor with a Tax Exemption Certificate. DO NOT INCLUDE ANY FEDERAL EXCISE TAXES IN YOUR BID.

25. DELIVERY POINT: Prices quoted shall include all delivery and unloading charges to the Newport Mesa Unified School District, 2985 Bear St., Costa Mesa, California 92626.

26. BRANDS: Brand names are included for descriptive purposes to indicate the quality, design, and utility desired by the District, but the specifications are not intended to restrict competition. Brands of equal make or type to those specified will be considered unless otherwise so indicated in the bid. Each bidder shall indicate the manufacturer's name and model number of the brand(s) being bid (even if indicated in the specification) and may

require testing in accordance with the INSPECTION AND ACCEPTANCE provision of this bid.

27. EVIDENCE OF RESPONSIBILITY: Upon request of the District, a bidder whose bid is under consideration for award shall promptly submit satisfactory evidence showing their financial resources. The District may also request the names of at least three (3) references for whom similar supplies or equipment were provided during the previous year. The bidder must furnish this list within three (3) days after request. Failure to do so will be sufficient cause for default and the District may declare the successful bidder as nonresponsive to this solicitation and re-issue a notice of intent to award a contract to the next lowest responsive and responsible bidder, or may call for new bids.

28. DEVIATION FROM SPECIFICATIONS: These specifications are to describe the construction, design, size and quality of equipment (materials) desired, and are not intended to be restrictive to any particular brand. Bids will be considered for brands deviating from the specifications if such brands comply substantially with the specifications. Each deviation from the specification must be stated in a letter, attached to bidder's proposal. Submit complete illustrative and technical data on items bid on. Failure to do so may nullify bid.

29. DEFAULT: In the event the bidder to whom a contract is awarded fails to perform in accordance with the terms and conditions of the bid or the contract, the District may terminate their orders, in a whole or in part, in accordance with the TERMINATION FOR DEFAULT provision of this bid.

30. VENDOR NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT: While engaged in a carrying out the terms and conditions of the contract, the successful bidder is an independent contractor and not an office, employee, or agent of the District.

31. ANTI-DISCRIMINATION: It is the policy of the Newport Mesa Unified Board of Education 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 including, but not limited to, the California Fair Employment Practice Act beginning with Labor Code Sections 1410 and 1735. In addition, the bidder agrees to require like compliance by all subcontractors employed by him.

32. INSPECTION AND ACCEPTANCE: All items provided under the contract shall meet or exceed the bid specifications and shall comply with all Federal and California State laws governing their production, handling, processing and labeling. Inspection and acceptance of all items shall be at DESTINATION. Items found to be defective or not in accordance with the bid specifications shall be replaced by the successful bidder at no cost to the District. Failure to replace said items shall be considered sufficient cause for default action under the DEFAULT provision of this bid.

33. INSPECTION OF BIDDER'S FACILITY: The District reserves the right to inspect the facilities of the bidder prior to award of the contract, and, if representatives of the District determine after such inspection that the bidder is not capable of performing satisfactorily to

the District, his bid will be ruled nonresponsive. Additionally, the District reserves the right to inspect the successful bidder's facility during the contract period.

34. INDEMNIFICATION: Bidder agrees to defend, indemnify, save, and hold harmless the District and any of their governing bodies, the individuals, thereof, and all officers, agents, employees, representatives, and volunteers from all loss, cost, and expense (including, but not by way of limitation, attorneys' fees and other related legal costs) arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of the Bidder's performance or failure to perform services under this Bid, or resulting from or in any way directly or indirectly connected with the performance or nonperformance of the District, pertaining to this bid. Bidder further agrees to waive all rights of subrogation against the District and shall pay for any and all injury, damage, or loss to the District. The provisions of this indemnification clause shall not be limited to the availability or collectability of insurance coverage, nor do these provisions apply to any injury, damage or loss caused solely by the negligence of the District.

35. 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 protests received after the above-specified deadlines. All protests must be in writing and submitted to the Director, Purchasing and Warehouse.

36. DISCOUNTS: Cash discounts shall not be considered in determining low bid.

37. CAL-OSHA: Bidders certify, by submitting their signed bid, that all items being bid meet or exceed all applicable CAL-OSHA Codes.

38. PERMITS AND LICENSES: The Contractor and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law in connection with the furnishing of items herein listed. All operations and materials shall be in accordance with law. Failure to do so may result in termination of the contract under the default provision of the bid.

39. EMPLOYEE BACKGROUND CHECKS At the time of contract award and during the entire term of the contract, the successful bidder, including all subcontractors, shall fully comply with the provisions of Education Code Sections 45125.1 and 45125.2 when District determines that the successful bidder's employees and employees of subcontractors will have more than limited contact with pupils in the performance of the work. In addition, it shall be the District's responsibility to take appropriate steps to protect the safety of any pupils that may come in contact with the successful bidder.

40. DRUG AND ALCOHOL FREE WORKPLACE The successful bidder hereby certifies, under penalty of perjury, under the laws of the State of California that under the contract he will comply with the requirements of the Drug-Free Workplace Act of 1988 (Government Code Section 8350 et. seq.) and the Newport Mesa Unified Board of Education's Policy (BP 4020). Therefore, the work site shall be kept drug and alcohol free at all times

41. TOBACCO-FREE WORKPLACE The successful bidder hereby agrees, under the contract, he will comply with the Newport Mesa Unified Board of Education's Policy (BP 3515.3) which states: "The Governing Board recognizes the health hazards associated with smoking and the use of tobacco products, including the breathing of second-hand smoke, and desires to provide a healthy environment for students and staff." Therefore, the work site shall be kept tobacco free and smoke-free at all times.

42. BID DOCUMENTS: The complete bid includes the following documents:

- Notice Calling for Bids
- Instructions for Bidders
- Bid Form
- Exhibit A Contractors Body Specification
- Non-collusion Affidavit

Any of these shall be interpreted to include all the provisions of the other documents as though fully set out therein. The bidder should fully acquaint him/herself with the terms and conditions affecting the performance of the contract. Submission of a bid shall be taken as prima facie evidence of compliance with this provision.

Bid No. #115-21

Firm Name Fleet Vehicle Source, Inc.

BID FORM
DISTRICT VEHICLES

Contact Line Item #	DESCRIPTION	MAKE	MODEL	VEHICLE UNIT PRICE	Tire Fees	Documentation Fees	CA Sales Tax	Total Cost
1	Compact Car, 4-door, 4- Passenger, Compact, Gas	2021 Nissan	Versa S 10111	$16,442.	$8.75	$115.00	$1,280.84	$17,846.59
2	Compact Car, 4-door, 4- Passenger, Compact, Hybrid Gas/Electric	**NO BID**						
3	Compact Car, 4-door, 4- Passenger, Compact, Electric	**NO BID**						
4	Midsize Car, 4-door, 5 passenger, Gas	2021 Nissan	Sentra S 12011	$18,223.	$8.75	$115.00	$1,418.87	$19,765.62
5	Midsize Car, 4-door, 5 passenger, Hybrid Gas/Electric	**NO BID**						
6	Midsize Car, 4-door, 5 passenger,Electric	2021 Nissan	Leaf S 17011	$27,695.	$7.00	$115.00	$2,152.95	$29,969.95
7	Full Size Car, 4-door, 5 Passenger, Gas	**NO BID**						
8	Full Size Car, 4-door, 5 Passenger, Hybrid Gas/Electric	**NO BID**						
9	Mid Size Sport Utility Vehicle, 4x2, 7 Passenger, Gas	**NO BID**						
10	Full Size Sport Utility Vehicle, 4x2, 8 Passenger, Gas	**NO BID**						
11	Van, 8 Passenger, Gas	**NO BID**						
12	Cargo Minivan, Gas	**NO BID**						
13	Cargo Van 1/2 Ton, Extended Wheel Base, Gas	**NO BID**						
14	Cargo Van 3/4 Ton, Extended Wheel Base Gas	**NO BID**						
15	Mid Size Pickup, 4x2, Extended Cab, Long Box, Gas	**NO BID**						
16	Full Size Pickup, 4x2 1/2 Ton, Regular Cab,Long Box, Gas	**NO BID**						

Bid No. #115-21

Firm Name Fleet Vehicle Source, Inc.

BID FORM
DISTRICT VEHICLES

Contact Line Item #	DESCRIPTION	MAKE	MODEL	VEHICLE UNIT PRICE	Tire Fees	Documentation Fees	CA Sales Tax	Total Cost
17	Full Size Pickup, 4x2 1/2 Ton, Regular Cab,Contractors Body Per Attached Specifications, Gas	NO BID						
18	Full Size Pickup, 4x2 3/4 Ton, Regular Cab, Long Box, Gas	NO BID						
19	Full Size Pickup, 4x2 3/4 Ton, Regular Cab,Contractors Body Per Attached Specifications, Gas	NO BID						
20	Full Size Pickup, 4x2 1 Ton, Regular Cab, Long Box, Gas	NO BID						
21	Full Size Pickup, 4x2 1 Ton, Regular Cab, Contractors Body Per Attached Specifications, Gas	NO BID						
22	Full Size Pickup, 4x2 1/2 Ton, Extended Cab, Long Box, Gas	NO BID						
23	Full Size Pickup, 4x2 1/2 Ton, Extended Cab,Contractors Body Per Attached Specifications, Gas	NO BID						
24	Full Size Pickup, 4x2 3/4 Ton, Extended Cab, Long Box, Gas	NO BID						
25	Full Size Pickup, 4x2 3/4 Ton, Extended Cab, Contractors Body Per Attached Specifications, Gas	NO BID						
26	Full Size Pickup, 4x2 1 Ton, Extended Cab, Long Box, Gas	NO BID						
27	Full Size Pickup, 4x2 1 Ton, Extended Cab, Contractors Body Per Attached Specifications, Gas	NO BID						
28	Full Size Pickup, 4x2 1/2 Ton, Crew Cab, Long Box, Gas	NO BID						

Bid No. #115-21

Firm Name Fleet Vehicle Source, Inc.

BID FORM
DISTRICT VEHICLES

Contact Line Item #	DESCRIPTION	MAKE	MODEL	VEHICLE UNIT PRICE	Tire Fees	Documentation Fees	CA Sales Tax	Total Cost
29	Full Size Pickup, 4x2 1/2 Ton, Crew Cab, Contractors Body Per Attached Specifications, Gas	**NO BID**						
30	Full Size Pickup, 4x2 3/4 Ton, Crew Cab, Long Box, Gas	**NO BID**						
31	Full Size Pickup, 4x2 3/4 Ton, Crew Cab, Contractors Body Per Attached Specifications, Gas	**NO BID**						
32	Full Size Pickup, 4x2 1 Ton, Crew Cab, Long Box, Gas	**NO BID**						
33	Full Size Pickup, 4x2 1 Ton, Crew Cab, Contractors Body Per Attached Specifications, Gas	**NO BID**						
Special Note	All full size pickups and vans Items 13-33 should be priced including dealer installed tow package.	**NO BID**						

Exhibit A

Specifications for Truck Utility Body

The District has standardized on Scelzi Enterprises service bodies for all work trucks with the following specifications;

- Crown Series Models
  - SBCR-98-79-49-38-VO
  - SBCR-108-79-49-38-VO
- Forklift accessible material racks installed on all units
- Standard White Paint

NEWPORT MESA UNIFIED SCHOOL DISTRICT

BID FORM

BID NO. 115-21
DISTRICT VEHICLES

1. Pursuant to and in compliance with this bid, and all other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed and to provide and furnish any and all of the labor, materials, tools, equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with this contract.

   All in strict conformity with the specifications and other contract documents including any addendums for the amounts as set forth below.

2. It is understood that this bid, once approved by the Newport Mesa Unified School Dist. Board of Education, is an annual contract to provide goods and/or services the District per this bid for a period of one year from the Board approval date. Any extension beyond the initial year must be Board approved.

3. Bidder must adhere to the delivery schedule included in the bid documents, unless otherwise changed in writing by the District and provide all necessary insurance certificates as required in the bid documentation.

4. It is understood that the District reserves the right to reject this bid as specified in the Instructions for bidders and that the bid shall remain open and not be withdrawn for a period of sixty (60) days.

Date: 1/9/2021

Fleet Vehicle Source, Inc.
Proper Name of Bidder

Brian Clauss, President
By

Signature of Bidder

Note: If a bidder is corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents; if a bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if a bidder is an individual, his full signature shall be placed above.

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

(Public Contract Code section 7106)

The undersigned declares:

I am the President of Fleet Vehicle Source, Inc., 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 Janurary 9, 2021 [date], at Covina [city], California [state].