

Requests for Proposals
for
Nutrition Services Food Truck



ORO GRANDE SCHOOL DISTRICT

19900 National Trails Hwy, PO Box 386, Oro Grande, Ca 92368

Oro Grande School District
RFP- Nutrition Services Food Truck

Request for Proposals

NOTICE IS HEREBY GIVEN that the Oro Grande School District of San Bernardino County, California, acting by and through its Board of Education, hereinafter referred to as the District, will receive up to, but no later than, **1:00 p.m., on April 12th, 2021**, sealed bids for the purchase of:

NUTRITION SERVICES FOOD TRUCK

Bid No. 20-21-06

Proposals must be submitted in a sealed envelope, marked with the bid number and title, and returned to the Oro Grande School District, Purchasing Department, 19900 National Trails Hwy, Oro Grande, Ca 92368. Proposals will also be accepted via email to morgan_daugherty@orogrande.org. It is the Vendor's responsibility to ensure the email was received.

Proposals received later than the designated time and date specified will be returned to the Vendor unopened. Facsimile or email submittals of the proposal will not be accepted. There will be no public opening of proposals.

The District reserves the right to accept or reject any or all proposals or any combination thereof and to waive any informality in the bidding process.

Copies of the bid documents may be obtained from the Oro Grande School District website: http://www.orogrande.net/departments/business_services or by contacting Morgan Daugherty in our Purchasing Department via email to morgan_daugherty@orogrande.org.

Morgan Daugherty
Director of Purchasing & Budgeting
Oro Grande School District

RFP-Nutrition Services Food Truck

1. Introduction: The Oro Grande School District ("District") requests proposals from qualified vendors to provide a Food Truck with built in Mobile Kitchen. This vehicle must be able to operate with local electric utilities and by generator; local fresh water supplies and independently with its own water supplies; along with collection and disposal of grey water.
 - a. Proposals must be submitted in a sealed envelope, marked with the bid number and title, and returned to the Oro Grande School District, Purchasing Department, 19900 National Trails Hwy, Oro Grande, Ca 92368. Proposals will also be accepted via email to morgan_daugherty@orogrande.org. It is the Vendor's responsibility to ensure the email was received. The Oro Grande School District reserves the right to reject any or all proposals submitted.
 - b. Submission of a proposal indicates acceptance by the Vendor of the conditions contained in this Request for Proposals, unless clearly and specifically noted in the proposal submitted and confirmed within the contract between the District and the firm selected.
2. Proposal Requirements:
 - a. **Completion of Bid Form & Questionnaire**
 - b. **Complete Non-Collusion Declaration**
3. Questions: To be submitted via email to Morgan Daugherty at morgan_daugherty@orogrande.org 5 days prior to the proposal due date.
4. Acceptance of Terms and Conditions: Proposers understand and agree that submission of a proposal constitutes acknowledgement and acceptance of, and a willingness to comply with, all of the terms and conditions in this RFP. The District reserves the right to further negotiate the terms and conditions of the Agreement. Proposers will be deemed to have read, understood and accepted those terms and conditions unless specific changes are requested in the proposal submitted and are accepted by the District.
5. Vendor shall provide evidence of insurance with the following minimum limit of liability:
 - a. General Liability
 - i. Commercial General Liability with a \$1,000,000 per occurrence and \$2,000,000 Aggregate for Bodily Injury, Personal and Advertising Injury and Property Damage including Blanket Contractual Liability, Products Liability.
 - ii. Vendor's insurance to be primary and noncontributory.
 - iii. 30-day notice intent to cancel, non-renew, or make material change in coverage.
 - iv. The District to be named as "Additional Insured."
 - b. Workers' Compensation/Employer's Liability
 - i. Certificate of Insurance indicating "statutory" limits.
 - ii. 30-day notice of intent to cancel, non-renew or make material changes in coverage.
 - iii. Employer's Liability, \$1,000,000.

Vendor shall not commence the performance of the Contract without such proof of insurance. Vendor shall provide proof of insurance coverage within 72 hours subsequent to the Notice of Award or shall be deemed non responsive.

6. Evaluation Process: All RFP Responses will be given thorough review. All evaluation material will be considered confidential and not released by the District. The District reserves the right to make the award that is most advantageous to the District.
7. Award of Contract: DISTRICT reserves the right to reject any or all proposals, or to waive any irregularities or informalities in any Bid or in the bidding.

Oro Grande School District
RFP- Nutrition Services Food Truck

8. Anti-Discrimination: It is the policy of DISTRICT that in connection with all work performed under contracts, 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, physical disability, mental disability, medical condition, or marital status. Vendor agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900, and Labor Code section 1735.
9. Hold Harmless: Vendor shall hold harmless, defend and indemnify District and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Vendor, anyone directly or indirectly employed or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the District.
10. Prohibited Interests: No DISTRICT official who is authorized in such capacity and on behalf of DISTRICT to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving the Contract, shall become directly or indirectly interested financially in the Contract or in any part thereof. Vendor shall receive no compensation and shall repay DISTRICT for any compensation received by Vendor hereunder, should Vendor aid, abet or knowingly participate in violation of this section.
11. District's Right to Terminate Contract:
 - a. Termination for Cause
 - i. If Vendor refuses or fails to deliver the services with such diligence as will insure its complete delivery within the time specified or any extension thereof, or if Vendor should be adjudged bankrupt, or if Vendor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or if it should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to perform work or deliver materials as to ensure complete delivery within the time specified, or if Vendor persistently disregards laws, ordinances or instructions of DISTRICT, or if Vendor should otherwise be guilty of a substantial violation of any provision of the Agreement, then Vendor shall be deemed to be in default of the Agreement and DISTRICT may, without prejudice to any other right or remedy, serve written notice upon Vendor of DISTRICT's intention to terminate the Agreement. The notice shall contain the reasons for such intention to terminate, and unless within ten (10) days after the service of such notice such condition shall cease or such violation shall cease and arrangements satisfactory to DISTRICT for the correction thereof be made, the Agreement shall upon the expiration of one hundred twenty (120) days, cease and terminate. In such a case, Vendor shall not be entitled to receive any further payment until performance is completed.
 - b. Termination for Convenience.
 - i. DISTRICT may, at any time, terminate the Contract for DISTRICT's convenience and without cause as of the end of the current school year, upon not less than sixty (60) days of prior written notice to the other party.
 - ii. In case of such termination for DISTRICT's convenience, Vendor shall be entitled to receive payment from DISTRICT for work executed and for proven loss with respect to materials, equipment, and machinery, including overhead and profit for that portion of the work completed, and reasonable proven damages.
 - c. The foregoing provisions are in addition to and not in limitation of any other rights or

Oro Grande School District
RFP- Nutrition Services Food Truck

remedies available to DISTRICT.

12. Arbitration: Any disagreement regarding the interpretation, meaning or effect of any provision of the Contract shall be settled by arbitration if so requested by both parties in writing. In case of such a joint written request, the parties agree that within sixty (60) days, binding arbitration will be entered into, with each party having selected an arbitrator ,and the two having selected a third. The decision of the majority of the arbitrators shall be binding up on each of the parties hereto. The cost of such arbitration shall be shared equally between the parties.

13. Evaluation Criteria: Proposals will be evaluated using the following criteria

Evaluation Criteria	Points Available
Thorough and complete response to the requirements of this RFP <ul style="list-style-type: none">• Clear, demonstrated understanding of the scope of work• Design	35
Technical Experience <ul style="list-style-type: none">• Past experience with school districts, charter and/or independent study charters	15
Cost Proposal	40
Delivery Location & Date	10

Scope of Work

The Oro Grande School District ("District") requests proposals from qualified vendors to provide a Food Truck with built in Mobile Kitchen. This vehicle must be able to operate with local electric utilities and by generator; local fresh water supplies and independently with its own water supplies; along with collection and disposal of grey water.

1. **Delivery:** The completed vehicle requested within this proposal must be delivered in satisfactory condition to the Oro Grande School District Nutrition Services Department at 19175 3rd St, Oro Grande, Ca 92368 at a date as determined by the District and with agreement of the awarded vendor, shall be prior to **06/30/21**. Cost of delivery shall be included within the proposal total.
2. **Specifications and Acceptable Brands:** The use of the name of a manufacturer or any special brand or make in the specifications is not intended to restrict bidders. The specification establishes the character or quality of the article desired, but the goods on which proposals are submitted must, in all cases, be equal in every particular way to the item specified, and must clearly state the brand and product number, such substitution shall be accepted only if determined by the District to be equal or superior in all respects to that specified. If the brand offered as "equal" is not acceptable by the District as "equal" to the brand and product specified, the vendor must furnish one of the specified brands at the same price quoted in the original proposal submitted. On all items where no brand names are indicated, bidders may offer products which will be subject to the District's evaluation. If the product offered is not acceptable by the District for the item specified, the bidder must furnish an acceptable product at the same price quoted in the original proposal submitted.
3. **Vehicle Preparation:** For all materials and equipment specified or indicated in the drawings, the bidder shall provide all labor, materials, equipment and services necessary for complete assemblies and complete working systems, functioning as intended. Incidental items not indicated in drawings nor mentioned in the specifications, that can legitimately and reasonably be inferred to belong to the work described or be necessary in good practice to provide a complete assembly or system, shall be furnished as though itemized here in every detail. In all instances, materials shall be installed in strict accordance with each manufacturer's most recent published recommendations and specifications.
4. **Pricing:** Prices must be firm, all-inclusive and shall be based on the Bidder's offering which must adhere to the requirements of this RFP.
5. **Motor Vehicle:** The vehicle shall be new (unused), current model year production or as specified on the bid form. The vehicle shall be supplied with all equipment and accessories indicated as standard equipment in the manufacturer's published literature. Unless otherwise specified, the vehicle must include the following whether standard or optional:
 - a. California Emissions System
 - b. Factory Air Conditioning and Heater
 - c. Power Outside Mirrors
 - d. AM/FM/CD Radio
 - e. Automatic Transmission
 - f. Vinyl Seats
 - g. Floor Mats
 - h. Power Windows
 - i. Backup Alarm with Rear View Camera
 - j. Daytime Running Lights
 - k. Trail Tow Package including a Trailer Brake Controller
 - l. Spare Tire, Wheel, Jack
 - m. Cruise Control

Oro Grande School District
RFP- Nutrition Services Food Truck

The vehicle shall include (4) sets of keys, which shall be provided at the time of delivery.

The manufacturer's regular new vehicle warranty shall apply to the vehicle purchased under this bid. An additional extra care warranty must be provided to cover no less than (5) three years/100,000 miles/\$100.00 deductible, bumper to bumper, no charge for parts and labor.

The selling dealer shall register the vehicle as directed by the District. The District is exempt from registration fees and shall provide a signed application for exempt registration. Motor vehicle shall be at bid rates, which do include California property taxes and license fees. Tax exempt "E" plates or registration numbers will be obtained.

6. Warranty: The Contractor shall obtain and preserve for the benefit of the District, manufacturer's warranties on materials, fixtures and equipment incorporated into the work.

In addition to guarantees required elsewhere, Contractor shall, and hereby does guarantee and warrant all work or equipment furnished on the job against all defects for a period of two (2) years after the later of the following dates, unless a longer period is provided in the contract documents.

At the District's sole option, Contractor shall repair or replace any and all work that may prove defective in workmanship and/or materials within a two (2) years period from the date of completion as defined above, unless a longer period is provided in the contract documents, without expense whatsoever to the District. In the event of failure of Contractor and/or Surety to commence and pursue with diligence said replacements or repairs within ten (15) days after being notified in writing, Contractor and Surety hereby acknowledge and agree that District is authorized to proceed to have defects repaired and made good at expense of Contractor and/or Surety who hereby agree to pay costs and charges therefore immediately on demand.

If, in the opinion of the District, defective work creates a dangerous condition or requires immediate correction or attention to prevent loss to the District or to prevent interruption of operations of District, the District will attempt to give the notice required above. If Contractor or Surety cannot be contacted or neither complies with District's request for correction within a reasonable time as determined by the District, the District may, notwithstanding the above provision, proceed to make any and all corrections and/or provide attentions the District believed are necessary. The costs of correction or attention shall be charged against Contractor and Surety of the guarantee provided in this article or elsewhere in the contract.

The above provisions do not in any way limit the guarantees on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish to District all appropriate guarantee or warranty certificates as indicated in the specifications or upon request by the District.

Bid Form & Questionnaire

Bid Form

TO: ORO GRANDE SCHOOL DISTRICT, acting by and through its Governing Board, herein called the "DISTRICT"

FROM: _____

Proper Name of Vendor

1. Pursuant to your Notice Inviting Bids and the other documents relating thereto, the undersigned Vendor, having become familiarized with the terms of the complete RFP Documents, hereby proposes and agrees to be bound by all the terms and conditions of the RFP Documents and agrees to perform, within the time stipulated, the services, 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, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the service and complete in a good workmanlike manner all of the work required in connection with **RFP No: 20-21-06 Nutrition Services Food Truck**, all in strict conformity with the RFP Documents.
2. **ADDENDA:** The undersigned has thoroughly examined any and all Addenda (if any) issued during the bid period and is thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: (Vendor to list all addenda).

ADDENDUM NO. _____

DATE RECEIVED _____

ADDENDUM NO. _____

DATE RECEIVED _____

Pricing Matrix

Technical Specification		Description	Meet Spec		Unit Price
			Yes	No	
Chassis	1.00	Chassis shall be 2019 or newer model Ford or Freightliner, or equivalent, with adequate GVWR. Vehicle must remain under 25,999 lbs with equipment installed. 24 feet or larger; automatic transmission; diesel powered.			
Body/Cargo	2.00	Morgan Olson or Utilmaster insulated aluminum body, or equivalent, with swing open doors on driver and passenger side and standard passenger side seat. Additional requirements listed within Scope of Work Bullet 5. Exterior shall be white			
Step Van	3.00	Walls in kitchen behind cook line shall be stainless steel, attached to framing with stainless steel blind rivets. All joints to be sealed with USDA approved food grade caulking, silver in color.			
	3.01	Floors shall be a non-slip design. Flooring material shall run 6 inches up the walls as a cove base with all sealed seams.			
	3.02	Exterior Removable Condiment Counter (NSF) under service window.			
	3.03	Rear Door Closer: Heavy-Duty Interior/Exterior with Hold Open.			
	3.04	Entry door with flush mount locking latch on the exterior and lever handle in the interior. Weather sealed at frame to prevent water and dust intrusion.			
	3.05	Door Stair(s): Stair treads to be non-slip.			
	3.06	Interior Lights: Covered with safety shield or equivalent. Appropriate amount of candles of light to meet all requirements as specified in the regulations. Locations to be determined.			

Oro Grande School District
RFP- Nutrition Services Food Truck

	3.07	3-Compartment Stainless Steel Sink, 14 gauge, with left and right hand drain boards, 14" front to back x 12" wide compartment, 12" deep, with 8" high splash, TWO (2) 12" drain boards, 304 stainless steel with closer. Design to implement measures to increase efficiency and reduce water consumption (NSF).			
	3.08	20 lbs Grease Trap			
	3.09	Fresh Water Tank with brackets (30 gallon) minimum capacity			
	3.10	Waste Water Tank with brackets (45 gallons) minimum capacity			
	3.11	Water Heater, ONE (1) EACH: 6 gallon minimum capacity.			
	3.12	Stainless Steel Hand Sink with Faucet, ONE (1) EACH: hand sink wall model 9" wide x 9" front-to back x 5" deep, 20 gauge stainless steel construction, deck mounted gooseneck faucet, with basket drain and 12" stainless steel splash guard on prep side. Design to implement measures to increase efficiency and reduce water consumption (NSF).			
	3.13	Accessories: Soap dispenser ONE (1) EACH, Towel dispenser, mounted ONE (1) EACH (Interior)			
	3.14	GFI Receptacles on Interior: Locations and quantity to be determined in design for convenience of counter top equipment such as oven, fryer, point of sale equipment, and blenders. To be provided based upon expected wattage of specified equipment. Capacity rated to support electrical load.			
	3.15	Plumbing Parts and Materials: All potable water plumbing will be sized based upon demand, blue for cold red for hot. Waste and vent plumbing to be PVC. All piping to be strapped and secured for mobile application.			
	3.16	Instructional Signage Package: Instruction labels identifying interior and exterior switches, breakers and components as well as fire extinguisher locations and other safety related warnings.			
	3.17	Systems Monitor, ONE (1) EACH: Monitors fresh and gray water levels as well as battery charge level.			
	3.18	Fire Extinguisher, ONE (1) EACH, CHEMICAL: Type 3A:40B:C, 5lb capacity, UL listed.			
	3.19	Fire Extinguisher, ONE (1) EACH, WATER: Type 2A: CK, 6 liter capacity, UL listed.			
	3.20	Operations Manual: Shall contain manufacturer's manuals for component parts, troubleshooting hints, operational procedures, safety information and sources of supply for replacement parts of components and schematics of electrical, plumbing, gas and HVAC systems.			
	3.21	Recessed water Inlet Valve System with Quick Disconnect Fittings, ONE (1) EACH: For filling potable water tank. Valves and plumbing should allow for the bypassing of the water tank and pump, so the unit is capable of being pressurized with and supplied by a municipal water source. Design to implement measures to increase efficiency and reduce water consumption (NSF).			
	3.22	3" RV Type Bayonet Dump Valve, ONE (1) EACH.			
	3.23	Heavy Duty Water Pump, ONE (1) EACH 110 volt.			
	3.24	64" x 40" Service window. Windows to be tinted safety glass.			
	3.25	Smoke Detector, 120V hardwire smoke detector with battery backup.			
	3.26	ONE (1) RV Type Power Canopy- mounted on the curbside of unit. Canopy to be powered awning and made with fire resistant material. Color to be determined.			
	3.27	Walk Ramp to rear door			
Kitchen Equipment	4.00	Kitchen area must have adequate vents for heater and A/C			
	4.01	Stainless Steel Counters - 304 stainless			

Oro Grande School District
RFP- Nutrition Services Food Truck

	4.02	Overhead Stainless Steel Shelves - 304 Stainless			
	4.03	(1) ea. American Range (or equal will be accepted), 4 burner stove, convection oven (NSF)			
	4.04	(1) ea. American Range (or equal will be accepted) 48" Griddle (NSF)			
	4.05	(1) ea. True (or equal will be accepted) Undercounter Chef Base 36" refrigerator w/ drawers			
	4.06	(1) ea. True (or equal will be accepted) Refrigerator, solid 2-door, reach-in 49 CU FT (NSF)			
	4.07	(1) ea. Hot holding box, insulated, split level door. Secured per regulations.			
	4.08	(1) ea. Muti Pan Rack, 3" shelf spacing. Secured per regulations.			
	4.09	Hood System W/ Exhaust Fan, Commercial, with fire suppression system (NSF)			
	4.10	(1) ea. Steam Table, 3 pan (NSF)			
	4.11	(1) ea. 32" LCD Monitor Menu Board - exterior mounted w/securable enclosure			
	4.12	(1) ea. Avantco (or equal will be accepted) Liquid Propane 40 lb. Floor Fryer			
Power Equipment	5.00	Generator, with Sound Attenuation and Lockable Compartment Doors, Diesel genset w/Remote Start/Stop, Heavy duty air cleaner. Battery rack and cables. Microprocessor logic, AC meters, and engine gauge features. Genset fuel line connected to chassis fuel tank. Capacity rated to support electrical load.			
	5.01	Power Converter, ONE (1) EACH			
	5.02	25 Foot Min. Shore Power Cord, ONE (1) EACH			
	5.03	Sound Attenuation Package: The generator compartment is to be lined with sound absorptive rigid insulation. Intake air and exhaust air is to be controlled with directional ducts and louvers to attenuate sound from the generator and air movement.			
	5.04	Power Switch: Switch for shore power/Generator transfer switch 100 amp, 600 volt A/C. SHORE POWER INLET to be sufficient to accommodate specifications listed.			
	5.05	Propane Tank, Minimum two (2) EACH: sufficient to power the appliances for 3 days of service. Propane tanks to be horizontally mounted type conforming to DOT and Title 49 regulations regarding fuel tanks on vehicles. Plumbing of propane to be in accordance with State and Federal regulations. System to have remote emergency shut off. All valves, hoses and gauges shall be shielded from damage by road debris. Tanks are to have liquid and vapor capabilities. Tank compartment to be ventilated per code requirements.			
	5.06	Audio System PA system to include but not limited to outside amplification for music connection, microphone, and speakers. Wireless/Bluetooth capability.			
	5.07	Data outlets to allow for convenience outlets for POS, pin pad and possible hardline data from nearby sources.			

Total Cost: \$ _____

- In submitting this Bid, the Vendor acknowledges that the Instructions to Vendors and Scope of Work are an integral part of the Contract Documents and that both have been read, understood and accepted by Vendor. Vendor understands and agrees not to disclaim knowledge of the meaning and effect of any term or provision of the Instructions to Vendors and Scope of Work and further agrees to strictly abide by their meaning and intent.
- It is understood that DISTRICT reserves the right to reject this Bid and that this Bid shall remain open and not be withdrawn for the period of 120 days.

Oro Grande School District
RFP- Nutrition Services Food Truck

5. It is understood and agreed that if written notice of the acceptance of this Bid is mailed or delivered to the undersigned after the opening of the Bid, and within the time this Bid is required to remain open, or at any time thereafter before this Bid is withdrawn, the undersigned will execute and deliver to DISTRICT a contract as provided by the DISTRICT with the Bid as accepted, and that the undersigned will also furnish and deliver to DISTRICT all other documents specified by the DISTRICT at time of award within five (5) calendar days after receipt.
6. Communications conveying acceptance of bids, requests for additional information or other correspondence should be addressed to the undersigned at the address stated below.

7. The name of all persons interested in the foregoing proposal as principals are as follows:

(IMPORTANT NOTICE: Vendor or other interested person is a corporation, state legal name of corporation and the names of the chairman of the board, president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm and the names of all individual co-partners composing firm; if Vendor or other interested person is an individual, state first and last name in full.)

8. If Vendor is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and is in good standing in the State of _____ and that _____ whose title is _____ and _____ whose title is _____ is/are authorized to act for and bind the corporation.

I the below-indicated Vendor, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

Proper Name of Company

Name of Vendor Representative

Street Address

City, State, and Zip

Phone Number

Fax Number

By: _____ Date: _____
Signature of Contractor Representative

All signatures must be made in permanent blue ink

1. Describe the background and ownership of the Vendor.

[illegible]

2. Number of years in business: _____
3. Number of years' experience providing mobile kitchens: _____
4. Describe specific mobile kitchen experience and/or types of vehicles built.

Oro Grande School District
RFP- Nutrition Services Food Truck

Additional Required Attachments: Please provide the requested information on your Company letterhead.

- References: Please verify that all reference information is correct. References must clearly correlate their performance with the requirements of this Request for BIDs.
 - All Vendor(s) must include present and past performance information in the form of a minimum of three (3) references, preferably California public or charter schools. Each reference provided shall include, at a minimum, date of order, type of vehicle ordered, current contact person, company, address, e-mail address and telephone number.

Non-Collusion Declaration

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:

_____, at _____, _____.

Signature of Authorized Company Representative