



**BID # 190019**

**Purchase of Vehicles  
Technology Department**

**Orcutt Union School District  
Purchasing Department  
500 Dyer Street  
Orcutt, California 93455  
(805) 938-8900**

Orcutt Union School District  
Purchase of Vehicles – Technology Department  
BID # 190019

**NOTICE TO BIDDERS**

**REQUEST FOR BID # 190019**

The **Orcutt Union School District** is requesting bids from providers for the purchase of two new vehicles for the Technology Department.

Bids must be received by **10:00 a.m., on June 21, 2019**. Bids must be submitted in a sealed envelope, marked with the Bid number and title, and returned to the Orcutt Union School District, Purchasing Department, 500 Dyer Street, Orcutt, CA 93455.

Bids received later than the designated time and specified date will be returned to the bidder unopened. Facsimile (FAX) copies of the proposal will not be accepted.

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 **Orcutt Union School District website: [www.orcuttschools.net](http://www.orcuttschools.net)**, or by contacting the **Technology Department, 500 Dyer Street, Orcutt, CA 93455**. Refer any questions to: Kirby Fell, e-mail: [kfell@orcutt-schools.net](mailto:kfell@orcutt-schools.net) or Telephone: **(805) 938-8944**.

Published: June 7, 2019

Orcutt Union School District  
Purchase of Vehicles – Technology Department  
BID # 190019

**TABLE OF CONTENTS**

	Page #
Notice to Bidders	2
Table of Contents	3
Bidders Checklist	4
General Terms and Conditions	5
Special Conditions and Instructions	12
Bid Form (Price Sheet)	14
Bid Form # 2 Exceptions to Specifications	16
Bid Form # 3 Vendor Application	17
Non-Collusion Declaration	18
Authorized Vendor Signature	19

Orcutt Union School District  
Purchase of Vehicles – Technology Department  
BID # 190019

**Bidder’s Checklist**

**Bidder Name** \_\_\_\_\_

Submit this Bidders Checklist with your bid document. Failure to submit this Checklist at bid opening may deem your bid as non-responsive.

<b>Required items</b>	<b>Page</b>
Bidder’s Checklist (this form)	4 _____
Special Conditions and Instructions	12 _____
Bid Form (Price Sheet)	14 _____
Bid Form # 2 Exceptions to Specifications	16 _____
Bid Form # 3 Vendor Application	17 _____
Non-Collusion Declaration	18 _____
Authorized Signature	19 _____

Orcutt Union School District  
Purchase of Vehicles – Technology Department  
BID # 190019

**GENERAL TERMS AND CONDITIONS**

**General** - This information to bidders is in addition to any instructions or conditions stated elsewhere in the Contract Document.

**Bids** - To receive consideration, bids shall be made in accordance with the following instructions:

**Deadline for Receipt of Bids** – bids will be received by **10:00 a.m. on June 21, 2019** after which time bids will be opened and publicly read aloud. Envelopes containing a bid must be sealed, prominently marked with the bid number, bid title, bid opening time/date and name of bidder, and submitted to:

**Orcutt Union School District  
Purchasing Department  
500 Dyer Street  
Orcutt, California 93455  
Attn: Sandy Knight**

**Bids/Proposals:** To receive consideration, bids/proposals shall be made in accordance with the following terms:

1. **THE BID** – All items on the form should be stated in figures, and signatures of all individuals must be in long hand. The completed form should be without interlineations, alterations, or erasures. Unsigned bids will not be accepted. **Return one (1) unbound signed original in a sealed envelope with the bid or submit via email.**
2. **“FAX” BIDS** – Facsimile copies of bids will not be accepted for formal advertised bids.
3. **DEFINITIONS** – Responsible; a bidding party possessing the skill, judgment, integrity and financial ability necessary to timely perform and complete the contract being bid. Responsive; a bid which meets all of the specifications set forth in the request for bids.
4. **NAME AND NATURE OF BIDDER’S LEGAL ENTITY** – The bidder(s) shall specify in the bid and in the bond, if furnished as a guarantee, the name and nature of its legal entity and any fictitious name under which it does any business covered by the bond. The bid shall be signed under the correct firm name by an authorized officer.
5. **WITHDRAWAL OF BID** – Bid proposals may be withdrawn by the bidders prior to the time fixed for the opening of bids, but may not be withdrawn for a period of ninety (90) days after the opening of bids. A successful bidder shall not be relieved of the bid submitted without the District’s consent or bidder’s recourse to Public Contract Code Sections 5100 et. seq.
6. **ASSIGNMENT OF CONTRACT OR PURCHASE ORDER** – The bidder(s) shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or

Orcutt Union School District  
Purchase of Vehicles – Technology Department  
BID # 190019

obligations without the prior written consent of the surety on the bond, if any, and the District.

7. **BID NEGOTIATIONS** – A bid response to any specific item of this bid with terms such as “negotiable”, “will negotiate” or of similar intent, will be considered as non-responsive to the specific item.
8. **PRICES** – Prices should be typed and shown as instructed on the bid form for each item, in the amount of quantity specified in the bid form. Errors may be crossed off and corrections made prior to bid opening only, and must be initialed in ink by the person signing the bid or bidder’s authorized representative. If during the contract period there should be a decrease in prices of the items bid, a corresponding decrease in prices on the balance of the deliveries shall be made to the District for as long as the lower prices are in effect, but at no time shall the prices charged the District exceed the prices bid. The District shall be given the benefit of any lower prices which may, for comparable quality and delivery be given by the contractor to any other school district or any other state, county, municipal or local governmental agency in Santa Barbara County for products listed herein.
9. **TAXES** – Taxes shall not be included in unit prices. The District will pay only the State Sales and Use Tax; however, California Use Tax will be paid to out-of-state vendors only when their permit number is shown on both their bid and invoices. The successful bidder(s) shall list separately any taxes payable by the District and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. Federal Excise Tax is not applicable, as school districts are exempt therefrom. The District, upon request, shall furnish the contractor such Federal Tax Exemption Certificates as may be required.
10. **PERFORMANCE GUARANTEE** – The successful bidder(s) may be required to provide a performance guarantee. Such requirement shall be at the discretion of the District’s Manager of Purchasing Services. A continuous performance bond in the amount of 100% of the total amount of the award executed by an admitted surety in the State of California and satisfactory to the District and filed with the Manager of Purchasing Services is the preferred form of performance guarantee. Said bond, if required, shall be furnished within ten (10) calendar days from the date of Notice of Award. Failure to promptly submit a performance guarantee when requested may result in the rejection of an otherwise acceptable low bid.
11. **BRAND NAME AND NUMBER** – The bidder(s) shall state the brand name and number in the column provided. If none is indicated, it shall be understood that the bidder is quoting on the exact brand name and number specified in the bid form. Should any item for which bids are requested by patented, or otherwise protected or designated by the particular name of the maker and the bidder desires to bid on an item of equal character and quality, he may offer such substitute item by clearly indicating that such substitution is intended and specify the brand. Such substitution shall be accepted only if deemed by the Manager of Purchasing Services to be equal in all respects to that specified. If samples are requested by the Manager of Purchasing Services for this determination, they shall be

Orcutt Union School District  
Purchase of Vehicles – Technology Department  
BID # 190019

submitted in accordance with Paragraph 12, except that they may be submitted after the bid opening.

12. **QUANTITY AND QUALITY OF MATERIALS OR SERVICES** – The successful bidder(s) shall furnish and deliver the quantities designated in the bid or purchase order. All materials, supplies or services furnished under the contract shall be in accordance with the bid specifications and the District's sample or the sample furnished by the bidder(s) and accepted by the District. Materials or supplies which, in the opinion of the Manager of Purchasing Services, are not in accordance and conformity with said specifications and samples shall be rejected and removed from the District premises at the bidder's expense. When a sample is taken from a shipment and sent to a laboratory for testing and the test shows that the sample does not comply with the bid specifications, the cost of such test shall be paid by the bidder(s). In bidding, the bidder(s) certifies that all materials conform to all applicable requirements of CAL OSHA and all other requirements of law. All items of equipment and individual components, where applicable standards have been established, shall be listed by the Underwriter Laboratories, Inc., and bear the UL label.
13. **DISTRICT REQUIREMENTS** – The quantity shown is the estimate of consumption for the contract period. The needs of the District may be substantially more or less than such referenced quantities. The articles, supplies or services listed in the bid and required during the contract period shall be ordered and purchased from the successful bidder(s) during such period. The District shall have the right to issue purchase orders up to and including the last day of the contract period even though the time provided for delivery may extend beyond such period. The District reserves the right to acquire from other sources during the life of the contract such items as may be required for testing, evaluation or experimental purposes, or for special programs of an emergency nature, and purchases made by individual schools.
14. **ACCEPTANCE OR REJECTION OF BIDS** – The District may purchase an individual item or combination of items, whichever is in the best interest of the District, provided also that bidder(s) may specify that the District's acceptance of one item shall be contingent upon the District's acceptance of one or more additional items submitted in the same bid. Bids shall remain open and valid and subject to acceptance for ninety (90) calendar days after the bid opening.
15. **BID EXCEPTIONS** – All exceptions which are taken in response to this bid must be stated clearly. The taking of bid exceptions or providing false, incomplete or unresponsive statements may result in the disqualification of the bid. Allowance of exceptions will be determined by the governing board whose decisions shall be final. Any bid exceptions or additional conditions requested after bid closure, which are not detailed within the bid response, may result in disqualification of the bid. No oral or telegraphic modification of any bid submitted will be considered.
16. **AWARDS** – The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the Board of Trustees reserves the right to accept or reject any or all bids and to waive any informality in the bidding.

Orcutt Union School District  
Purchase of Vehicles – Technology Department  
BID # 190019

17. **EXECUTION OF CONTRACT** – Issuance of a Purchase Order shall be evidence the contractual agreement between the bidder(s) and the District and the bidder's acceptance of these Bid Instructions and Conditions.
18. **DELIVERY** – Time and manner of delivery are essential factors in proper performance under the contract. Unless otherwise specified, the successful bidder(s) shall be responsible for delivery and shall pay all costs, including drayage, freight and packing for delivery to locations in the District as may be specified in the bid form. Each item shall be securely and properly packed and clearly marked as to contents. All items purchased for delivery by truck or freight line shall be palletized. The preferred pallet size should be 48" long by 40" wide. All shipments shall be accompanied by a packing slip and the District purchase order number shall appear on all cases and packages.
19. **MATERIAL SAFETY DATA SHEETS** – For all products requiring a Material Safety Data Sheet – The District requires that a Material Safety Data Sheet accompany all orders at the time of delivery.
20. **DEFAULT BY CONTRACTOR** – The District shall hold the bidder(s) responsible for any damage which may be sustained because of failure or neglect to comply with any terms or conditions listed herein. It is specifically provided and agreed that time shall be of the essence in meeting the contract delivery requirements. If the successful bidder(s) fails or neglects to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the bid, the District may, upon written notice to the bidder, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is cancelled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the bidder. The prices paid by the District at the time such purchases are made shall be considered the prevailing market price. Any extra cost incurred by such default may be collected by the District from the bidder, or deducted from any funds due the bidder.
21. **INSURANCE** – The successful bidder(s) shall maintain insurance adequate to protect him from claims under Workers' Compensation Laws and from claims for damages for personal injury, including death and damage to property, which may arise from bidder's operations under the contract. Also, the bidder may be required to file proof of such insurance, naming Orcutt Union School District as an additional insured by separate endorsement as follows: The bidder is required to provide proof of insurance to the Governing Board of a comprehensive general liability insurance policy providing occurrence based coverage to be in effect during the term of the contract. Bodily Injury shall be \$1,000,000, combined single limit or \$1,000,000 per person, \$1,000,000 per accident. Property Damage shall be \$500,000 per loss. Failure to furnish such evidence and insurance, if required, may be considered default by the bidder(s).
22. **INVOICES AND PAYMENTS** – Unless otherwise specified, the successful bidder(s) shall render invoices in duplicate for materials delivered or services performed under the contract, to the: Orcutt Union School District, Accounting Services Department, 500 Dyer



Orcutt Union School District  
Purchase of Vehicles – Technology Department  
BID # 190019

Street, Orcutt, California, 93455. Invoices shall be submitted under the same firm name as shown on the bid. The successful bidder(s) shall list separately any taxes PAYABLE BY THE District and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. The District shall make payment for materials, supplies, or services furnished under the contract within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized District Representative.

23. **MISCELLANEOUS PROVISIONS:**

**A. Assignment of Contracts** – The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the performance bond (if one is required) and of the District.

**B. Binding Effect** – This Agreement shall inure to the benefit of and shall be binding upon the Contractor and District and their respective successors and assigns.

**C. Severability** – If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

**D. Amendments** – The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

**E. Entire Agreement** – This Bid and all attachments thereto constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in the Agreement. Bidder, by the execution of his/her signature on the Bid Form acknowledges that he/she has and read this Agreement, understands it, and agrees to be bound by its terms and conditions.

**F. Force Majeure Clause** – The parties to the contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.

**G. Hold Harmless Clause** – The successful bidder agrees to indemnify, defend and save harmless Orcutt Union School District, its governing board, related divisions and entities, officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the District, it's officers, agents, and employees may sustain or inure or which may be imposed upon them for injury to or

Orcutt Union School District  
Purchase of Vehicles – Technology Department  
BID # 190019

death of persons, or damage to property as a result of, arising out of, or in any manner connected with the bidder or bidder's agents, employees or subcontractor's performance under the terms of this contract, expecting only liability arising out of the sole negligence of the District.

**H. Prevailing Law** – In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state and federal law.

**I. Governing Law and Venue** – In the event of litigation, the bid documents, specifications and related matters shall be governed by and construed only in accordance with the laws of the State of California. Venue shall only be with the appropriate state or federal court located in Sacramento County.

**J. Permits and Licenses** – The successful bidder(s) 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 materials, articles or services herein listed. All operations and materials shall be in accordance with law.

**K. Toll Charges** – If it is necessary that the District place toll or long distance telephone calls in connection with this contract (for complaints, adjustments, shortages, failure to deliver, etc.), the successful bidder shall accept charges for such calls on a reverse charge basis.

**L. Contract Documents** – The complete contract includes the following documents: The advertisement for bids, the bid instructions and conditions, specifications and drawings, if any, the bid and its acceptance by the District, the purchase order, and all amendments thereto. All of these documents shall be interpreted to include all provisions of the other documents as though fully set out therein.

**M. Independent Contractor** – While engaged in carrying out and complying with terms and conditions of the contract, the bidder agrees by his/her signature on the Bid Form that he/she is an independent contractor and not an officer, employee or agent of the District.

**N. Anti-discrimination** – It is the policy of the Orcutt Union School District Board of Trustees, that in connection with all work performed under Purchasing Contracts there shall be no discrimination against any prospective or active employee engaged in the work because of sexual orientation, physical and mental disability, medical conditions, marital status, age, pregnancy, veteran status, gender, race, color, ancestry, national origin, sex, or religious creed. Therefore, the bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing

Orcutt Union School District  
Purchase of Vehicles – Technology Department  
BID # 190019

Act. In addition, the successful bidder(s) agrees to require like compliance by all subcontractors employed on the work by him.

**O. Termination Without Cause** – This Agreement may be terminated by the District upon giving thirty days advance written notice of an intention to terminate.

**P. Product Shortages** – If the successful bidder is unable to supply any product listed herein, the District may purchase such product at a fair market value from another source. The difference in cost and all delivery charges shall be the responsibility of the supplier listed on the original contract agreement.

Orcutt Union School District  
Purchase of Vehicles – Technology Department  
BID # 190019

**Bidder Name:** \_\_\_\_\_

## Special Conditions and Instructions

Orcutt Union School District (District) is seeking bidders who can supply and furnish new vehicles. This is a 90-day bid. **Pricing must be guaranteed for 90 days from date of award.** Award will be based on price, discounts / incentives for early payment.

Delivery for all vehicles is FOB: Orcutt Union School District, 500 Dyer Street, Orcutt, CA 93455

The amounts listed are estimates, the District may purchase more or less as determined by department needs.

NOTE: In the event that anything in these Special Conditions is in conflict with a requirement of the General Conditions, the Special Conditions shall supersede.

1. **BIDDER QUALIFICATIONS** – The bidder shall be an authorized dealer/distributor or manufacturer of the equipment. Bidder shall be regularly engaged in the sale of equipment, parts, and services of the type and kind proposed to be furnished, and shall demonstrate service capability with factory trained personnel. Bidder shall submit evidence satisfactory to the District of bidder’s service capability. Bidder shall have an authorized service facility in the Northern California area, and shall provide a toll free phone number for service, technical advice, and parts ordering.
2. **EXCEPTIONS OR DEVIATIONS** – Bidders shall bid to the District’s specifications. No exceptions to or deviations from these specifications will be considered unless such exceptions are listed on the sheet attached (Bid Form #2) to the bid specification marked “EXCEPTIONS TO SPECIFICATIONS”. Any exception shall be clearly documented and explained. Bidder may be required to demonstrate that the exception complies with the intent of the specifications. The awarded vendor shall be required to deliver as per the specifications, subject only to those exceptions which the Districts accepts as alternates to the specified items.
3. **WARRANTY / SERVICE** – Warranty and after sale services shall be provided by the vendor or by a factory authorized services center. Said vendor or service shall be responsible for all equipment and systems furnished as part of the vehicle obtained under this bid, regardless of origin.

Orcutt Union School District  
Purchase of Vehicles – Technology Department  
BID # 190019

4. **LITERATURE** – Bidder shall submit Manufacturer’s literature and technical specifications for the equipment they are bidding. Bids which do not include this information will be rejected.
5. **BID CONDITIONS FOR MOTOR VEHICLES** – The following conditions apply to all purchases of motor vehicles. All vehicles shall be new (unused), current model year production or as specified on the bid form. Vehicles shall be supplied with all equipment and accessories indicated as standard equipment in the manufacturer’s published literature. Unless otherwise specified, all vehicles must include the following whether standard or optional:

California emissions system	Automatic transmission
Factory air conditioning and heater	Cloth seats
Power Outside Mirrors	Floor mats
AM/FM/CD radio	Power windows and locks

Each vehicle shall include two (2) sets of keys to vehicle, which shall be provided at the time of delivery.

The manufacturer’s regular new vehicle warranty shall apply to all vehicles purchased under this bid. The warranty shall be factory authorized and shall cover not less than 3 years/36,000 miles, 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 vehicles shall be bid at rates, which do not include California property taxes and license fees. Tax exempt “E” plates or registration numbers will be obtained.

Bidders are to submit with bid a completed signed IRS W-9 form along with Orcutt Union School District Vendor Application Form (Bid Form # 3).

Orcutt Union School District  
Purchase of Vehicles – Technology Department  
BID # 190019

**BID FORM – Price Sheet**

	<b>Yr./Make/Model</b>	<b>Unit Price</b>	<b>Extended Price</b>
A. 1 Ea.	2019 or Current Model year	\$ _____	\$ _____
	<b>Ford Transit Connect Cargo Van</b> or similar		
	<ul style="list-style-type: none"> <li>• White exterior preferred</li> <li>• Cargo tie-down hooks</li> <li>• Floor covering – carpeted front, vinyl rear</li> <li>• Powerpoints – 12V (2)</li> <li>• USB charging ports (2)</li> <li>• Sliding side door(s)</li> <li>• Rear liftgate preferred</li> <li>• Lighted rear cargo area</li> <li>• Sync 3 (or similar) infotainment system with Bluetooth connectivity</li> <li>• Rear view camera</li> <li>• Blind spot Information System (BLIS) or similar preferred</li> <li>• Minimum 3yr/36,000 bumper/bumper warranty</li> </ul>		

B. 1 Lot	Manufacturer or Dealer Rebates / Discounts, if applicable	\$ _____	\$ _____
----------	---	----------	----------

**ADDITIONAL FEES (Please list):**

	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
	<b>SALES TAX (8.75%)</b>	\$ _____

**TOTAL PRICE (inclusive of all fees):** \$ \_\_\_\_\_

**WARRANTIES (please provide warranty information; attach separate pages(s) as needed):**

**DELIVERY TIME:** \_\_\_\_\_

Orcutt Union School District  
Purchase of Vehicles – Technology Department  
BID # 190019

**BID FORM – Price Sheet**

	<b>Yr./Make/Model</b>	<b>Unit Price</b>	<b>Extended Price</b>
A. 1 Ea.	2019 or Current Model year <b>Ford Transit Cargo Van</b> or similar	\$ _____	\$ _____

- White exterior preferred
- Cargo tie-down hooks
- Floor covering – carpeted front, vinyl rear
- Powerpoints – 12V (2)
- USB charging ports (2)
- Sliding side door(s)
- Rear liftgate preferred
- Lighted rear cargo area
- Sync 3 (or similar) infotainment system with Bluetooth connectivity
- Rear view camera
- Blind spot Information System (BLIS) or similar preferred
- Minimum 3yr/36,000 bumper/bumper warranty

B. 1 Lot	Manufacturer or Dealer Rebates / Discounts, if applicable	\$ _____	\$ _____
----------	---	----------	----------

**ADDITIONAL FEES (Please list):**

_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
	<b>SALES TAX (8.75%)</b>	\$ _____

**TOTAL PRICE (inclusive of all fees):** \$ \_\_\_\_\_

**WARRANTIES (please provide warranty information; attach separate pages(s) as needed):**

**DELIVERY TIME:** \_\_\_\_\_





Orcutt Union School District  
Purchase of Vehicles – Technology Department  
BID # 190019

**Bid Form # 3**

**VENDOR APPLICATION**

**Return application to:**                      **Orcutt Union School District**  
**Purchasing Department**  
**500 Dyer Street**  
**Orcutt, CA 93455**  
**Fax (805) 938-8900**

Legal Business Name: \_\_\_\_\_

DBA Name: \_\_\_\_\_

Mail Address: \_\_\_\_\_

Remit Address: \_\_\_\_\_

Order Department Phone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Customer Service Department Phone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Credit Department Phone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Federal ID or SS Number: \_\_\_\_\_

Payment Term: \_\_\_\_\_

Commodity/Service Type(s) /Construction License Class: \_\_\_\_\_

OUSD is governed by district policies and California state and federal regulations.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Orcutt Union School District  
Purchase of Vehicles – Technology Department  
BID # 190019

**NONCOLLUSION DECLARATION TO BE EXECUTED BY AND SUBMITTED WITH BID**

I, \_\_\_\_\_, declare that I am the party making the foregoing proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proponent has not directly or indirectly induced or solicited any other proponent to put in a false or sham proposal and has not directly or indirectly colluded, conspired, connived, or agreed with any proponent or anyone else to put in a sham proposal, or that anyone shall refrain from responding; that the proponent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix any overhead, profit, or cost element of the proposal price, or of that of any other proponent, or to secure any advantage against the public body awarding the Contract of anyone interested in proposed Contract; that all statements contained in the proposal are true, and, further, that the proponent has not, directly or indirectly, submitted his or her proposal price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Vendor

\_\_\_\_\_  
Printed name of Authorized Company Representative

\_\_\_\_\_  
Signature of Authorized Company Representative

Orcutt Union School District  
Purchase of Vehicles – Technology Department  
BID # 190019

**Authorized Vendor Signature**

**Proposal Submitted by:**

The undersigned declares under penalty of perjury under the laws of the State of California that the presentations made in this bid are true and correct.

---

Date	Signature/Title	Type or Print Name
------	-----------------	--------------------

---

Name of Company	Address	City and State
-----------------	---------	----------------

---

Area Code	Telephone Number	Fax Number
-----------	------------------	------------

---

Federal Tax Id Number