



BID # 180601
Milk/Dairy Products

Michael Jochner
Morgan Hill Unified School District
Director of Student Nutrition
15600 Concord Circle
Morgan Hill, CA 95037
408-201-6126 Direct

Bidder Information Sheet

If you downloaded this bid from our website, scan back this sheet to be added to our bidders list.

Attention: Michael Jochner, Director of Student Nutrition

Email: jochnerm@mhusd.org and daltond@mhusd.org

Re: RFB # 180601 – Milk/Dairy Products

Morgan Hill Unified School District Bids/Proposals are available online. If you download a Bid/Proposal, you are required to scan the following information to jochnerm@mhusd.org and daltond@mhusd.org so that you may be added to the bidders list to receive Addenda to this bid.

Name: _____

Title: _____

Organization: _____

Street Address: _____

City: _____

State/Zip Code: _____

Work Phone: _____

Fax: _____

Email: _____

If you have any question, please email Michael Jochner - jochnerm@mhusd.org

NOTICE TO BIDDERS
Request for Bid # 180601
Milk / Dairy Products

NOTICE IS HEREBY GIVEN that the Morgan Hill Unified School District of Santa Clara County, California, acting by and through its Governing Board, hereinafter referred to as the DISTRICT will receive up to, but not later than **3:01 p.m. on July 2, 2018**, sealed bids for the award of a contract for Milk and Dairy Products.

Bids must be submitted in a sealed envelope, marked with the bid number and title, and returned to the Morgan Hill Unified School District, Attn: Purchasing /Milk Bid, 15600 Concord Circle Morgan Hill, CA 95037 via U.S. mail or delivered FedEx, UPS, or other courier to the above address. Bids received later than the designated time and specified date will be returned to the bidder unopened.

Bids will not be read at the time of opening; however, a bid abstract will be made available within 48 hours of the bid opening.

The contract will be awarded to the lowest responsive, responsible bidder based on the criteria noted in the bid. The Morgan Hill Unified School District 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 or in the bidding.

Copies of the bid documents may be obtained from Morgan Hill Unified School District Purchasing Department located at the above address or on the Morgan Hill Unified School District website at www.mhusd.org.

Refer any questions to: **Michael Jochner**, email: jochnerm@mhusd.org or **408.201.6126**

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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.

Required items

Bidder's Checklist (this form)	Page 5
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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 prior to **3:01 p.m.** on **07/02/2018**. Envelopes containing a Bid must be sealed, prominently marked with the Bid number, Bid title, name of bidder, and submitted to:

**Morgan Hill Unified School District
Purchasing / Milk Bid
15600 Concord Circle
Morgan Hill, California 95037**

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

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.

EMAIL OR FAX BIDS – Email or Facsimile copies of bids will not be accepted for formal advertised bids.

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.

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.

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.

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

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.

PRICES – Prices should be typed or written and shown as instructed on the bid form for each item, in the amount of quantity specified in the bid form. Taxes shall not be included. 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 Clara County for products listed herein.

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.

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 Director of Student Nutrition to be equal in all respects to that specified. If samples are requested by the Director of Student Nutrition, for this determination, they shall be submitted in accordance with Paragraph 12, except that they may be submitted after the bid opening.

SAMPLES – Samples shall be furnished free of cost to the District after the bid opening. If requested, they are to be sent within seven (7) days to Student Nutrition Services, Live Oak High School 1505 E. Main Avenue, Morgan Hill, California, 95037, unless otherwise specified. The District reserves the right to reject the bid of any bidder failing to submit samples as requested. Samples must be plainly marked with name of bidder, bid number and date of the bid opening. Samples of the successful bidder(s) may be retained for comparison with deliveries. Bidder(s) may pick up samples (if not destroyed by test) on notice from the Director of Student Nutrition. If not picked up within fifteen (15) calendar days after date of such notice, samples may be disposed of by the District. Bidder(s) (or their agent) hereby assume all risks of loss or damage to samples whatever the cause.

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 Director of Student Nutrition, 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.

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.

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.

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.

AWARDS – The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the Board of Education reserves the right to accept or reject any or all bids and to waive any informality in the bidding.

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.

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 shipments shall be accompanied by a packing slip and the District purchase order number shall appear on all cases and packages.

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.

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 Morgan Hill Unified 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).

INVOICES AND PAYMENTS – Unless otherwise specified, the successful bidder(s) shall render invoices for materials delivered or services performed under the contract, to: Student Nutrition Services, Live Oak High School, 1505 E. Main Ave Morgan Hill California, 95037. Invoices shall be submitted under the same company 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.

BUY AMERICAN - As required by the Buy American provision, all products must be of domestic origin as required by 7 CFR Part 210.21 (d). The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A "domestic commodity or product" is defined as one that is either produced in the United States or is processed in the United States substantially using agricultural commodities that are produced in the United States as provided in 7 CFR Part 210.21 (d).

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 Morgan Hill Unified 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, its officers, agents, and employees may sustain or injure or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the bidder or bidders agents, employees or subcontractors 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 Santa Clara 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. Contract Documents – The complete contract includes the following documents: 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.

L. 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.

M. Anti-discrimination – It is the policy of the Morgan Hill Unified School District Board of Education, 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 Act. In addition, the successful bidder(s) agrees to require like compliance by all subcontractors employed on the work by him.

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

O. 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.

Special Conditions and Instructions

Introduction

Morgan Hill Unified School District is requesting bids for **site to site** milk/dairy product deliveries to our schools. MHUSD is comprised of 13 schools and sites with an average daily attendance of 8,100 students. MHUSD Nutrition Services Department serves over 3,000 meals per day in a variety of programs including School Breakfast Program, National School Lunch Program, At Risk Supper Program, Child and Adult Care Preschool Program, and Summer Food Service Program.

MHUSD prides itself in sourcing local and California produced products and ingredients wherever possible which in turn promotes the local, regional, and state economy. MHUSD seeks to increase children's participation in the school meal program, promote making healthier choices in the cafeteria, thereby improving childhood nutrition, reducing hunger, and preventing obesity and obesity related diseases. To help meet these goals Nutrition Services is seeking to enhance the quality of school meals by decreasing the distance food travels between suppliers and students. Nutrition Services is seeking a vendor who can provide a variety of local quality products for the school meal program at the best possible price from bidders that are both responsive and responsible.

This is a one (1) year bid with the possibility of two (2), one (1) year extensions. Term of bid will be from July 1 thru June 30. This will be an ALL OR NONE award. The District reserves the right to add or remove milk or dairy products throughout the term of contract. The District may add or remove sites as necessary.

All questions regarding this proposal must be submitted by email by **3:00 p.m. on 06/28/2018 to jochnerm@mhUSD.org**. Reference Bid number in subject field.

Method of Award

The district will award based on the following criteria:

Cost: 0-75 points maximum
Service: 0-25 points maximum

Definition of Criteria

Cost: Cost will be determined by comparing same items and case pack on the itemized list provided. Lowest cost will be determined by total cost of all line items on bid multiplied by total anticipated usage for each item.

Service: Service will be determined by ability to meet the needs of the district as outlined in the bid document. Service will also be determined if all the requested information was provided.

References: Bidders capable of performing successfully under the terms and conditions of the contract will be considered for the award. This would include competent personnel with technical expertise, reliable transport, fulfilling orders accurately, timely and with consistent quality. Bidders are expected to have demonstrated accurate invoicing and pricing with easy and prompt communication on a regular basis.

Previous Performance

1. Bidders are advised that the District reserves the right to reject a bid from a bidder that cannot demonstrate the ability to provide the necessary products and services required under this agreement.
2. Service is a factor in the award of this quote. A vendor's recent delivery and performance under any previous or existing contract will be examined in addition to the supplied 3 references. Poor performance or references may be cause for disqualifying a bidder for any section or item in this quote.

Product Quality

1. All milk products shall be "Grade A", California produced and processed, conform with California Agriculture Code, rBST free, no antibiotic residue and meet USDA federal meal program nutrient standards.
2. Milk shall be delivered with a minimum of 12 business days prior to the date indicated on the carton. Bad tasting or sour smelling milk shall be replaced upon notification.
3. Milk will be delivered in **CLEAN** plastic carrying crates, unwrapped with no plastic.
4. **Milk and dairy products shall be delivered in sanitary, refrigerated trucks maintaining product temperature 35-40 degrees.**
5. Submitted bid should specify biodegradable milk cartons, which must be acceptable to Student Nutrition Services. Seal of carton shall not be difficult to open by small children nor produce noticeable leakage. Should leakage occur, Contractor will replace entire crate upon notification.

Ordering

1. The majority of sites will place and receive two (2) orders per week with the possibility of some higher volume sites receiving three (3). Nutrition Services shall place initial order, then Contractor's drivers will take site's next order at the time of delivery using order slips provided by Contractor.
2. Contractor must have customer service specialist that will be able to work directly with Nutrition Services staff on a weekly basis to assist with products, ordering and delivery status.

Substitutions

Advanced approval by Nutrition Services Department must be obtained prior to any substitutions being made to qualify for payment. Contractor shall offer price equivalent substitute product at no additional cost to the District.

Site Delivery

1. **Deliveries will be accepted during operational hours as listed below:**
 - a. Ann Sobrato High School = 6:00am-2:00pm
 - b. Live Oak High School = 6:00am-2:00pm
 - c. Barrett Elementary = 8:30am-2:00pm
 - d. Britton Middle School = 9:00am-2:00pm
 - e. Central Continuation High School = 8:30am-2:00pm
 - f. El Toro Health Science Academy = 7:00am-2:00pm
 - g. Jackson Academy Of Math and Music = 8:30am-2:00pm
 - h. Nordstrom Elementary = 8:30am-2:00pm
 - i. Paradise Valley Engineering Academy = 7:00am-2:00pm
 - j. P.A. Walsh STEAM Academy = 7:00am-2:00pm
 - k. San Martin/Gwinn Environmental Science Academy = 7:00am-2:00pm
 - l. Los Paseos Elementary = 9:00am-2:00pm
 - m. Martin Murphy Middle School = 9:00am-2:00pm
2. Timely delivery of all orders is expected to school sites and if unable to meet delivery schedule(s) as agreed upon, a grace period will be given to allow Contractor to make necessary adjustments. If problem persists, the District reserves the right to assess a penalty payment to cover staff overtime up to \$100 per late delivery and deduct the penalty payment from order invoice. The District also reserves the right to refuse a late delivery and will assume no financial obligation.
3. No weekend, holiday or dark drops
4. All deliveries are to be to the designated storage/cooler at each site location
5. Empty milk crates are to be picked up at the time of the next delivery

Invoices/Billing

1. Invoices shall accompany orders at the time of delivery. Product shortages, short dated or poor quality product refusals will be adjusted on invoice by Contractor's drivers at the time of delivery. The District will pay adjusted invoice cost.
2. Exception – No credit to site for damaged or out of code product due to fault of customer, (i.e. refrigeration failure)
3. Separate billing for all special school orders (i.e. classroom party, ice cream)
4. The District shall pay invoices from monthly statements provided by awarded Contractor
The Contractor shall agree to a Net 30 terms.

All statements are to be mailed to :

Student Nutrition Services
Live Oak High School
1505 E. Main Ave
Morgan Hill, Ca 95037

MILK PRICE SHEET

**Attachment A
Submit with Bid**

Bidder Name: _____

Item	Unit	Description	Estimated Annual Usage	Delivered Cost	Extended Cost
1	EA	Milk, 8 oz carton Homogenized, pasteurized, Vitamin A&D, 1% Low Fat White	215,000		
2	EA	Milk, 8 oz carton Homogenized, pasteurized, Vitamin A&D, Non Fat Chocolate	215,000		
3	EA	Sour Cream, 5 lb	200		

The District reserves the rights to add or remove items, increase or decrease quantities as operational necessary.

**Attachment B
School Site Delivery Locations**

Bidder Name: _____

Elementary Schools	Address	Zip
Barrett Elementary	895 Barrett Ave, Morgan Hill	95037
El Toro Health Science Academy	455 East Main Ave, Morgan Hill	95037
Jackson Academy Of Math and Music	2700 Fountain Oaks Drive, Morgan Hill	95037
Nordstrom Elementary	1425 East Dunne Avenue, Morgan Hill	95037
Paradise Valley Engineering Academy	1400 La Crosse Drive, Morgan Hill	95037
P.A Walsh STEAM Academy	353 West Main Ave, Morgan Hill	95037
San Martin/Gwinn Environmental Science Academy	13745 Llagas Ave, San Martin	95046
Los Paseos Elementary	121 Avenida Grande, San Jose	95139
Middle Schools	Address	Zip
Britton Middle School	80 West Central Ave, Morgan Hill	95037
Martin Murphy Middle School	141 Avenida Espana, San Jose	95139
High Schools	Address	Zip
Central Continuation High School	85 Tilton Ave, Morgan Hill	95037
Live Oak High School	1505 East Main Ave, Morgan Hill	95037
Ann Sobrato High School	401 Burnett Ave, Morgan Hill	95037

NON-COLLUSION DECLARATION
TO BE EXECUTED BY AND SUBMITTED WITH BID
(Public Contract Code Section 7106)

I am the _____ of _____, the party making
[Title] [Name of Company]

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 _____,
[Date] [City & State]

Name of Vendor

Printed Name and Title of Authorized Company Representative

Signature of Authorized Company Representative

Date

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

Telephone Number	Fax Number	Email Address
------------------	------------	---------------

Federal Tax Id Number