INVITATION TO BID

Glazing/Windows Routine Repair and Maintenance Services

Project No. 16137

1. Notice is hereby given that the governing board ("Board") of the Oakland Unified School District ("District" or "Owner") will receive sealed bids for the following project:

**Glazing/Window Routine Repair and Maintenance Services**

To be performed at the following District site(s) ("Project"):  
- All District Facilities.

2. **LOCAL SMALL LOCAL AND SMALL LOCAL RESIDENT BUSINESS ENTERPRISE PROGRAM**

On January 29, 2014, OUSD adopted a resolution amending the 2008 Local, Small Local and Small Local Resident Business Enterprise Program (L/SL/SLRBE) and increasing the mandatory local participation requirement from twenty (20%) to fifty (50%) percent for all capital program/construction related contracts and professional services agreements. As with all OUSD projects, companies must be certified by the City of Oakland in order to earn credit toward meeting the participation requirement.

The basic Local Business Utilization Policy requires that there is a mandatory fifty percent (50%) LBU participation with a 25% or less Local Business (LBE) participation and a 25% or more Small Local or Small Local Resident Business (SLBE/SLRBE) participation.

The full version of OUSD’s latest Local, Small Local and Small Local Resident Business Enterprise Program can be found by going to the OUSD home page:  
ousd.org > District Services > Facilities Planning & Management Department > Bids and Requests

3. Sealed Bids will be received until **3:00 PM on Monday, October 31, 2016, at the District Office, located at 900 High Street, Oakland, CA 94601 at the Receptionist’s desk**, at or after which time the bids will be opened and publicly read aloud. Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code. Any bid that is submitted after this time shall be non-responsive and returned to the bidder.

4. The Project consists of:  

Routine glazing/window repair and maintenance services at District-wide facilities, on a regular and as-needed basis including emergency work and repairs, for a period of three (3) years.

5. **Project Estimate:** A not-to-exceed amount of **Three Hundred Thirty-Nine Thousand Dollars ($339,000)** for the duration of the entire Project (One Hundred Thirteen Thousand Dollars ($113,000) per year).

6. The Project Manager for this Project is **Mark Cavalli, he can be reached at 510-535-2741.**

7. All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.
8. To bid on this Project, the Bidder is required to possess one or more of the following State of California Contractor Licenses:

- **C-17 - Glazing Contractor**

  The Bidder's license(s) must be active and in good standing at the time of the bid opening and must remain so throughout the term of the Contract.

9. The successful Bidder shall be required to furnish a 100% Performance Bond and a 100% Payment Bond if it is awarded the contract for the Work.

10. The successful Bidder may substitute securities for any monies withheld by the District to ensure performance under the Contract, in accordance with the provisions of section 22300 of the Public Contract Code.

11. **Prevailing Wages.** Pursuant to sections 1770 et seq. of the California Labor Code, Bidder and all Subcontractors under the Bidder shall pay all workers on all work performed pursuant to the Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the State of California Department of Industrial Relations (DIR) for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by the DIR are available from the District or on the internet (http://www.dir.ca.gov).

12. **Contractor Registration.** Bidder shall ensure that Bidder and its Subcontractors comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner, and are registered pursuant to Labor Code section 1725.5. Labor Code section 1771.1(a) states the following:

   "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

**A full copy of the bid form must be submitted at time of Bid Opening, Monday, October 31, 2016 @ 3:00 p.m. A copy must be downloaded from www.ousd.org, under the Department of Facilities Planning and Management subheading Bids and Request for Proposals.**

END OF DOCUMENT
INSTRUCTIONS TO BIDDERS
BUILDINGS & GROUNDS
ROUTINE REPAIRS, RENOVATIONS AND MAINTENANCE SERVICES

GLAZING/WINDOW ROUTINE REPAIR AND MAINTENANCE SERVICES

Project No. 16137

Bidders ("Bidder(s)" or "Contractor") shall follow the instructions in this document, and shall submit all documents, forms, and information required for consideration of a Bid.

Oakland Unified School District ("District" or "Owner") will evaluate information submitted by the apparent low Bidder and, if incomplete or unsatisfactory to District, Bidder's bid may be rejected at the sole discretion of District. The District, at its discretion, may award this work to one or more bidders to provide the services described herein.

1. Project. Bids are requested for work described in general, for the following project ("Project" or "Contract"):

Routine glazing/window repair and maintenance services at District-wide facilities, on a regular and an as-needed basis including emergency work and repairs, for a period of three (3) years.

General Description of Services:

- Contractor shall provide normal and on-call glazing/window maintenance services, including emergency work and repairs, at the Sites for the District’s Building and Grounds ("B&G") Department.
- Contractor shall possess the requisite experience, knowledge, and skill to install, attach, maintain, repair, fabricate, alter, extend, and/or design the following, without limitation:
  - Commercial applications without any height restrictions;
  - All types of windows, glass and mirrors, whether fixed or movable;
  - Swinging or sliding glass doors attached to existing walls, floors, columns or other structural members of the building;
  - Glass holding or supporting mullions or horizontal bars;
  - Structurally anchored, impact-resistant opening protection attached to existing building walls, floors, columns, or other structural members of the building;
  - Prefabricated glass, metal, or plastic curtain walls;
  - Storefront frames or panels;
  - Metal fascias and caulking incidental to such work and assembly.
- The equipment to be maintained is of various types of manufacturers.

Services shall include, without limitation, routine work, repair, and/or maintenance of:

- \( \frac{3}{8} \)” solar grey glass, Typical 4” tube aluminum frame;
- 1” Solar Bronze Insulated Glass, typical 4” tube aluminum frame;
- 1/8” Clear Plate Glass typical 4” tube aluminum frame;
- 1” Solar Grey Insulated Glass;
- 1” Clear Insulated Glass;
• ¼” Clear Plate Glass;
• ¼” Solar Bronze Glass;
• ¼” Bronze Tempered Glass;
• ¼” Clear Tempered Glass;
• ¼” Polished Wire Glass;
• Fabrication of glazing units;
• Glazing tapes AAMA 806.3 tape, AAMA 807.3 tape;
• Expanded Cellular glazing tapes type 1, type 2.

2. **Sealed Bids.** District will receive sealed Bids from Bidders as stipulated in the Invitation to Bid and each bidder shall ensure that its Bid:

   a. Is sealed and marked with name and address of the Bidder, the Project Name, the Bid Number, Bid Package (if applicable), and the date and time for opening bids;

   b. Contains all documents as required herein; and

3. Is submitted by date and time indicated in the Invitation to Bid.

4. **Project Manager.** The Project Manager for this project is Mark Cavalli, who can be reached at 510-277-6705 or mark.cavalli@ousd.org.

5. **Bid Opening.** Bids will be opened at or after the time indicated for receipt of bids as indicated in the Invitation to Bid.

6. **Complete Bids.** Bidders must supply all information required by each Bid Document. Bids must be full and complete. District reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid. Bidders must complete and submit all of the following documents (“Bid Documents”):

   - “Bid Form,” attached hereto as **Exhibit “A”**; and
   - “Non-Collusion Affidavit,” attached hereto as **Exhibit “B”**

   a. **Bid Form.** Bidders must submit Bids on the Bid Form, attached hereto as **Exhibit “A”,** and all other required District certificates and forms attached hereto as exhibits and described below. Bids not submitted on the District’s required forms shall be deemed non-responsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible. Bidders shall not modify the Bid Form or qualify their Bids. Bidders shall not submit scanned, re-typed, word-processed, or otherwise recreated versions of the Bid Form or other District-provided documents.

   b. **Non-Collusion Affidavit.** Bidders shall submit the Non-Collusion Affidavit, attached hereto as **Exhibit “B”,** with their Bids. Bids submitted without the Non-Collusion Affidavit shall be deemed non-responsive and will not be considered.

7. **Erasures.** Bids shall be clearly written without erasure or deletions. District reserves the right to reject any Bid containing erasures or deletions.

8. **Words / Numerals.** Discrepancies between written words and figures, or words and
9. **Subcontractors.** No portion of Project shall be subcontracted to a third party vendor, and no change in key personnel shall be made, without prior written consent from District. Failure to comply with this term may result in cancellation of the Contract and/or elimination of any obligation of District. It is the District’s desire to have an ongoing support relationship with the successful Bidder. Consistency of service is a critical need and familiarity with District’s locations and unique requirements is also important.

10. **Prevailing Wages.** Pursuant to sections 1770 et seq. of the California Labor Code, Bidder and all Subcontractors under the Bidder shall pay all workers on all work performed pursuant to the Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the State of California Department of Industrial Relations (DIR) for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, as applicable. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by the DIR are available from the District or on the internet (http://www.dir.ca.gov).

11. **Questions.** All questions about the meaning or intent of the Bid Documents are to be directed in writing to the District. Interpretations or clarifications considered necessary by the District in response to such questions will be issued in writing by Addenda faxed, mailed, or delivered to all parties recorded by the District as having received the Bid Documents. Questions received less than SEVEN (7) calendar days prior to the date for opening Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

12. **Addenda.** Addenda may also be issued to modify other parts of the Bid Documents as deemed advisable by the District. Each Bidder must acknowledge each Addendum in its Bid Form by number or its Bid may be considered non-responsive. Each Addenda shall be part of the Bid Documents. A complete listing of Addenda may be secured from the District.

13. **Notice of Award.** The Bidder(s) awarded the Contract shall execute and submit the following documents by 5:00 p.m. of the SEVENTH (7th) calendar day following the date of the Notice of Award.

a. “Contract for Routine Work, Maintenance, and Repairs”: To be executed by successful Bidder(s). Submit four (4) copies, each bearing an original signature.

b. Insurance Certificates and Endorsements as required.

c. Workers' Compensation Certification.

d. Prevailing Wage Certification.

e. Drug-Free Workplace Certification.

f. Tobacco-Free Environment Certification.

g. Criminal Background Investigation/Fingerprinting Certification.

h. Roofing Contract Financial Interest Certification.

i. Asbestos & Other Hazardous Materials Certification.
j. Lead-Product(s) Certification.

k. Imported Materials Certification.

l. Local Business Participation Form.

14. **Notice to Proceed.** District may issue multiple notices to proceed ("Notice(s) to Proceed" or "NTP(s)") throughout the duration of the Contract. Once Contractor has received an NTP, Contractor shall complete the Work specified in that NTP within the period of time indicated in that NTP.

   a. It is expressly understood by Contractor that Contractor shall not be entitled to any claim of compensation as a result of District’s postponement or failure to issue a NTP pursuant to the Contract.

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

   a. The protest must contain a complete statement of any and all bases for the protest. The protest must refer to the specific portions of all documents that form the bases for the protest.

   b. The protest must include the name, address and telephone number of the person representing the protesting party.

   c. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

   d. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

16. **Rejection of Bids.** District reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any bidder if District believes that it would not be in the best interest of the District to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. District also reserves the right to waive inconsequential deviations not involving price, time, or changes in the Work. For purposes of this paragraph, an “unbalanced bid” is one having nominal prices for work item(s) that represent substantive work and/or overly-enhanced prices for nominal work item(s).

17. **Bidder Responsibility.** Prior to the award of Contract, District reserves the right to consider the responsibility of the Bidder. District may conduct investigations as District deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction within the prescribed time.
18. **Compliance with District’s LOCAL, SMALL LOCAL AND SMALL LOCAL RESIDENT BUSINESS ENTERPRISE PROGRAM.** All bidders must meet the minimum 50% use of Local Businesses that is required as part of the District’s Local, Small Local and Small Local Resident Business Enterprise Program. See the District’s website for further information.

19. The District reserves the right to reject any and all bids and/or waive any irregularity in any bid received. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

20. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible Bidder(s) based on the rates only as shown in the completed Bid Form attached hereto.

21. All work must be completed within the Term of the Contract.

END OF DOCUMENT
EXHIBIT “A”

BID FORM

To: Governing Board of Oakland Unified School District ("District" or "Owner")

From: (Proper Name of Bidder)

The undersigned declares that the Bid Documents including, without limitation, the Invitation to Bid and the Instructions to Bidders have been read, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Bid Documents of Bid No. 16137:

Project: GLAZING/WINDOW ROUTINE REPAIR AND MAINTENANCE SERVICES

("Project" or "Contract"), and will accept payment in full for that Work during the entire term of the Contract at the following rates, hours, and price/unit, as applicable, all taxes included:

<table>
<thead>
<tr>
<th></th>
<th>Rate</th>
</tr>
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<tbody>
<tr>
<td>Certified Technician - Normal Hours</td>
<td>$___________/ hr</td>
</tr>
<tr>
<td>Certified Technician - Overtime Hours</td>
<td>$___________/ hr</td>
</tr>
<tr>
<td>Certified Technician - Emergency Call Out</td>
<td>$___________/ hr</td>
</tr>
<tr>
<td>Certified Technician - Holiday Hours</td>
<td>$___________/ hr</td>
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<tr>
<td>Helper Technician - Normal Hours (if necessary)</td>
<td>$___________/ hr</td>
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<tr>
<td>Helper - Overtime Hours (if necessary)</td>
<td>$___________/ hr</td>
</tr>
<tr>
<td>Helper - Emergency Call Out (if necessary)</td>
<td>$___________/ hr</td>
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<tr>
<td>Helper - Holiday Hours (if necessary)</td>
<td>$___________/ hr</td>
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<tr>
<td>Other (define): ________________________________________</td>
<td>$___________/ hr</td>
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<tr>
<td>Guaranteed Turnaround Time</td>
<td>_______ □ Days □ Hours</td>
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<tr>
<td>Bidder’s Mark-Up for Services</td>
<td>________%</td>
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<tr>
<td>Item</td>
<td>Description</td>
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<td>------</td>
<td>-----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>1</td>
<td>Supply and install: Insulated glass unit, 3’ X 4’ or less, commercial safety glass 1/8 squared ply with .060 PVB inner-layer per sq. ft.</td>
</tr>
<tr>
<td>2</td>
<td>Supply and install: Insulated glass unit, 3’ X 4’ or greater, commercial safety glass 1/8 squared ply with .060 PVB inner-layer per sq. ft.</td>
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<tr>
<td>3</td>
<td>Contractor add for low emissivity-type glass, 4’ X 4’</td>
</tr>
<tr>
<td>4</td>
<td>Remove existing glass in steel sash framing and replace with 1/4&quot; laminated glass; 3’ X 3’ window size</td>
</tr>
<tr>
<td>5</td>
<td>Remove and replace existing windows, aluminum operable, 4’ X 5’ laminated glass</td>
</tr>
<tr>
<td>6</td>
<td>Remove and replace curtainwall storefront glass units, 6’ X 7’ laminated</td>
</tr>
<tr>
<td>7</td>
<td>Remove and replace curtainwall storefront glass units, oversize 6’ X 8’</td>
</tr>
<tr>
<td>8</td>
<td>Same-day emergency insulated glass manufacturing, 5’ X 5’</td>
</tr>
<tr>
<td>9</td>
<td>Same-day emergency installation of insulated glass units, 5’ X 6’</td>
</tr>
<tr>
<td>10</td>
<td>Insulate customers material / glass, 4’ X 5’</td>
</tr>
<tr>
<td>11</td>
<td>Manufacture vinyl windows with laminated glass, 4’ X 5’</td>
</tr>
<tr>
<td>12</td>
<td>Manufacture custom vinyl windows, continuous mullled frame, 12’ X 5’</td>
</tr>
<tr>
<td>13</td>
<td>Hackout remove and replace custom color laminated glass, 4’ X 5’</td>
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<tr>
<td>14</td>
<td>Supply windows, 4’ X 4’</td>
</tr>
<tr>
<td>15</td>
<td>Supply set-up staging to perform work, 12’ X 36’</td>
</tr>
<tr>
<td>16</td>
<td>Supply miscellaneous insulated glass units, 3’ X 4’</td>
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<td></td>
<td>Description</td>
</tr>
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<td>----</td>
<td>-----------------------------------------------------------------------------</td>
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<tr>
<td>17</td>
<td>Miscellaneous aluminum channel stock lengths, 12’</td>
</tr>
<tr>
<td>18</td>
<td>Miscellaneous vinyl-reduction per ft.</td>
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<tr>
<td>19</td>
<td>Low-emissivity glass, 10-25 sq. ft.</td>
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<td>Material supply window balances, assorted sizes, 12x30 24x30 36x40</td>
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<tr>
<td>21</td>
<td>Manufacture custom-color insulated units, 3’ x 4’</td>
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<tr>
<td>22</td>
<td>Supply and replace window hardware</td>
</tr>
<tr>
<td>23</td>
<td>Manufacture custom-size windows with laminated glass, 6’ x 7’</td>
</tr>
<tr>
<td>24</td>
<td>Custom insulated units, fabricate same day, 4’ x 4’</td>
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</tbody>
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**TOTAL OF ALL ITEM COSTS:** $________

*Note:* The items/quantities listed in the above-table may not be exclusive of the District’s needs and other items/quantities may be requested by District as needed and agreed upon.

- **The normal District business hours are 8:00 a.m. to 5:00 p.m. “After Hours” would be outside of that schedule. Please explain any exceptions to this you may have:**

- **Define or attach your holiday schedule:**

- **Please define your guaranteed response time(s):**

The undersigned declares that the Mark-Up for Services indicated includes all costs for general conditions, overhead and profit, bonds, insurance, labor, materials, equipment, mobilization, coordination, management, administration, submittals, site work, demolition, installation, finishes, testing, punch list and acceptance, taxes, all direct and indirect costs related to the Contract and to perform all Work for the Project. The undersigned declares that it shall accept payment for Services rendered, invoiced monthly.
1. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this bid, understands the construction and project management function(s) described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its bid, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.

2. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.

3. Receipt and acceptance of the following addenda are hereby acknowledged:

<table>
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<tr>
<th>No.</th>
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</tbody>
</table>

☐ Or check here if **no** addenda were issued

4. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.

5. The liquidated damages clause of the Contract Documents, if any, is hereby acknowledged.

6. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.

7. **License.**

   - Bidder acknowledges that the license required for performance of the Work is as stated in the Invitation to Bid.
   - Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.
8. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.

9. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all the applicable provisions of the labor compliance program administered by the District, the District’s designee and/or the California Department of Industrial Relations.

10. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.

11. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this __________ day of ___________________________ 20__

Name of Bidder ________________________________________

Type of Organization ____________________________________

Signed by _____________________________________________

Title of Signer __________________________________________

Address of Bidder _______________________________________

DIR Registration No. of Bidder ______________________________

Taxpayer's Identification No. of Bidder ________________________

Telephone Number _______________________________________

Fax Number _____________________________________________

E-mail ___________________________________________ Web page __________________
Contractor's License No(s):  No.: _______ Class: _______ Expiration Date: _______

No.: _______ Class: _______ Expiration Date: _______

No.: _______ Class: _______ Expiration Date: _______

If Bidder is a corporation, provide the following:

Name of Corporation: __________________________________________________________

President: ________________________________________________________________

Secretary: ________________________________________________________________

Treasurer: ________________________________________________________________

Manager: ________________________________________________________________

END OF DOCUMENT
EXHIBIT “B”

NON-COLLCUSION AFFIDAVIT
Public Contract Code § 7106

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:
I am the ________________________________ [PRINT YOUR TITLE]
of ________________________________ [PRINT FIRM NAME],
the party making the foregoing Contract.

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 the following date:

Date: _______________________________________________________________________

Proper Name of Bidder: _______________________________________________________________________

Signature: _______________________________________________________________________

Print Name: _______________________________________________________________________

Title: _______________________________________________________________________

(ATTACH NOTARIAL ACKNOWLEDGMENT FOR THE ABOVE SIGNATURE)

END OF DOCUMENT