

**REQUEST FOR BIDS**

**General Contracting Services for Construction of**

**CLINIC REHABILITATION - DENTAL**

**Date of Issuance: March 6, 2017**

**Job Walk: March 15, 2017 10:00 A.M.**

**Bids Due: 5:00 P.M. March 23, 2017 to:**

**Wilmington Community Clinic  
1009 N. Avalon Blvd.  
Wilmington, CA 90744  
Attention: Andy Eck  
andy.eck@gfahealthconsulting.com)**

**WORK COMMENCEMENT DATE 3/27/17**

**WORK COMPLETION DATE 5/31/17**

### **NOTICE INVITING BIDS**

Wilmington Community Clinic (“Owner”) is requesting bids for construction and installation of dental area within the family community clinic located at 1009 N. Avalon Blvd., Wilmington CA 90744 (the “Project”), all in accordance with the Contract Documents as more fully described and identified in the accompanying Bid Documents. All Work under the Contract to be awarded must be completed by May 31, 2017. To be eligible for award Bidders must possess a current and active California contractor’s license for Class B – General Building Contractor.

#### **Bid packages are available starting March 6, 2017 at:**

Sealed Bids, inclusive of Bids, must be delivered to and received by the Owner at the offices of Wilmington Community Clinic (“WCC”), Facilities Management Department, 1009 N. Avalon Blvd., Wilmington, California 90744, no later than 5:00 P.M. (local) on March 23, 2017, at which time they will be publicly opened and read. Any Bids received after this time will be returned unopened.

A mandatory pre-bid meeting and tour is scheduled for 10:00 A.M. March 15, 2017, at 1009 N. Avalon Blvd., Wilmington CA 90744. All questions shall be submitted via email by end of day March 22, 2017 to Andy Eck at [andy.eck@gfahealthconsulting.com](mailto:andy.eck@gfahealthconsulting.com).

A bid security bond, in an amount not less than ten percent (10%) of the Total Bid Price (“Sum”), shall be submitted with each Bid. As a condition to Contract award the successful Bidder shall be required to furnish a payment bond and a faithful performance bond on the forms provided in the Instructions to Bidders.

All questions relative to this Project prior to the opening of Bids shall be directed to the Owner’s Project Manager. No interpretations of or changes to the Bid Instructions, Specifications or other Contract Documents will be made by telephone. Bidders shall not be entitled to rely upon any information provided by the Owner or the Owner’s Project Manager unless such information is communicated in writing. The Owner will not consider any “or equal” products, materials or services for approval during the period preceding the opening of Bids. Bidders must submit their bid packages in compliance with these bid instructions and the Specifications. The Owner’s Project Manager for the Project is:

Andy Eck  
Wilmington Community Clinic  
1009 N. Avalon Blvd.  
Wilmington, CA 90744  
[andy.eck@gfahealthconsulting.com](mailto:andy.eck@gfahealthconsulting.com).

The Owner, through its duly authorized body or agent, will award the Contract to the most qualified, responsive, and responsible Bidder complying with these instructions, or will reject all Bids as soon as practicable after the date of opening of Bids. The Bidder’s Bid Price will be determined by reference to the Total Bid Price shown on the Bid Form.

The Owner reserves the right to reject any or all Bids, to waive any informality or irregularity in a Bid, and to make awards in the interest of the Owner.

## INSTRUCTIONS FOR BIDDERS

### **SECTION B: INSTRUCTIONS FOR BIDDERS**

#### **IFB-1.        Bids**

Bids must be in full compliance with the terms and conditions of this Request for Bids. All questions should be submitted to Owner and resolved prior to Contractor's submittal of pricing.

#### **IFB-2.        Examination of Documents, Site, and Conditions**

Before submitting a Bid, Bidders shall carefully examine all Contract Documents and visit the site of the Work in order to fully inform themselves as to all existing conditions and limitations. If, upon such examination, the Bidder believes that the plans or specifications are incomplete, the Bidder shall so notify the Owner and Design Engineer in writing. Submission of a Bid shall be considered prima facie evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the Work and as to the requirements as set forth hereinafter.

#### **IFB-3.        Irregular Bids**

Bids may be considered irregular and may be rejected by the Owner if they show any alterations of form, unauthorized additions, unauthorized conditional or alternate bids, incomplete bids, recapitulations, obviously unbalanced prices, erasures, or other irregularities of any kind. No Bid will be considered unless accompanied by the Bid Bond in the type and amount specified. No oral, facsimile, telephonic, electronic (e.g. transmitted via e-mail) or modified Bids will be considered.

#### **IFB-4.        Signing the Bid Form**

The Bid shall include the legal name of the Bidder; identify the Bidder as a sole proprietor, a partnership, a corporation, or any other legal entity; include the Bidder's contractor's license number; be signed by the person or persons legally authorized to bind the Bidder to a contract for the execution of the Work (a Bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Bidder); and be signed in longhand.

#### **IFB-5.        Bid Security**

Each Bid shall be accompanied by a certified check, cashier's check, cash or bid bond, executed by an admitted surety approved to conduct business in the state of California pursuant to California Code of Civil Procedure Section 995.120, acceptable to the Owner in an amount equal to at least ten percent (10%) of the Bid, payable without condition to the Owner as a guarantee that the Bidder, if awarded the Contract, will promptly execute such Contract in accordance with the Bid and in manner and form required by these Contract Documents and will furnish the specified bonds. The bid security of the Bidder awarded the Contract will be retained until the Contract is signed and satisfactory payment and performance bonds are furnished, or other disposition made thereof.

**IFB-6. Experience and Business Standing**

Each Bidder shall submit with the Bid a statement setting forth its experience and qualifications. Along with this statement each Bidder shall include a list of projects most similar to this one that the Bidder has completed and the following information for each such similar project: the name, telephone number and address of the owner; the contract price before change orders, the contract price as modified by change orders, and the date the project was completed. Each Bidder shall also provide a summary of the qualifications of the Bidder's proposed Project Manager for this Project that highlights this individual's experience and skills relevant to the needs of this Project. The successful Bidder shall not assign to the Project an individual to whom the Owner expresses a reasonable objection and shall remove from the Project any individual the Owner rejects with or without specific cause.

**IFB-7. Withdrawal of Bid Prior to Bid Opening**

Any Bidder may withdraw his Bid, either personally or by facsimile or written request, at any time prior to the scheduled closing time for receipt of Bids.

**IFB-8. Withdrawal of Bid after Bid Opening**

A Bidder may request to withdraw his Bid after the opening of Bids if a mistake was made in preparing the Bid. A Bidder desiring to withdraw shall give written notice to the Owner within three (3) days after the opening of Bids, specifying in detail how the mistake occurred and how the mistake made the Bid materially different than it was intended to be. Withdrawal will be permitted for mistakes made in filling out the Bid provided the Bidder establishes, to the Owner's satisfaction, that such a mistake was made. Withdrawal will not be permitted for mistakes resulting from errors in judgment or carelessness in inspecting the site of the Work or in reading the Plans and Specifications. The decision to accept or reject a request for withdrawal shall be solely the Owner's.

**IFB-9. Required Bonds**

The successful Bidder, simultaneously with the execution of the Contract, will be required to furnish a payment bond in an amount equal to one hundred percent (100%) of the Contract Price and a faithful performance bond in an amount equal to one hundred percent (100%) of the Contract Price. Such bonds shall be executed by an admitted surety approved to conduct business in the state of California, pursuant to California Code of Civil Procedure Section 995.120. All Bidders are notified that all bonds required to be submitted relating to this Project must comply with California Code of Civil Procedure Section 995.630 and must be executed by a person authorized by virtue of a valid Power of Attorney which is in effect and on file with the County Clerk of the County of Los Angeles.

**IFB-10. Warranty Period and Performance Bond**

The performance bond shall extend through the warranty period as specified in the General Conditions.

**IFB-11. Surety Company**

All required bonds shall be secured from a California admitted surety company satisfactory to the Owner. Owner shall be supplied either with: (1) proof of a minimum rating of "A" according to the

current edition of Best's Key Rating Guide for the coverage being offered and evidence

that the surety is a California admitted surety; or (2) the documents described in § 995.660 (a)(1) through (4) of the California Code of Civil Procedure.

**IFB-12.**            Examination of Forms

The Bidder shall carefully examine any form contracts or bonds presented herein.

**IFB-13.**            Number of Copies

The Contract and the bonds will be executed in three original counterparts.

**IFB-14.**            Questions About Documents

If any person contemplating submitting a Bid in response to this Request For Bids ("RFB") is in doubt as to the true meaning of any part of this RFB, or finds discrepancies or omissions in any element thereof, s/he shall submit to the Owner a written request via e-mail no later than March 22, 2017 for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery.

**IFB-15.**            Interpretations or Corrections

Interpretation or correction of this RFB will be made only by Addendum duly issued and a copy of such Addendum will be mailed or delivered to each person or firm receiving a copy of this RFB. The Owner will not be responsible for any other explanations or interpretations of the proposed Contract Documents.

**IFB-16.**            Documents to Rely Upon

Only this RFB, including the Notice Inviting Bids, the Instructions to Bidders and the Owner-issued Addenda, if any, shall be relied upon for preparation of Bids, and unless specifically corroborated by the RFB, any and all statements or representations made by the Design Engineer, the Owner, the Owner's Representative, or other third parties regarding the Project prior, during, or after submission of Bids will not be binding.

**IFB-17.**            Addenda

Addenda shall become a part of this RFB. Any Addenda issued shall be covered and acknowledged in the Bid.

**IFB-18.**            Award of Contract

The Owner, through its duly authorized body or agent, will award the Contract to the lowest, responsive and responsible Bidder complying with these instructions, or will reject all Bids as soon as practicable after the date of opening of Bids. The Award, if made, will be made within ten (10) calendar days after the opening of Bids, and a Notice of Award will be sent to the successful Bidder by certified mail. The Bid amount will be determined by the Total Bid Price identified on the Bids.

**IFB-19.**      Rejection of Bid

The Owner reserves the right to accept or reject any or all Bids and to waive any informality, irregularity, and nonconformity in the Bids received when deemed advisable in its sole discretion for the public good or the Owner's best interests.

**IFB-20.**      Bidders Interest in More Than One Bid Prohibited

No person, firm, or corporation, under the same or different name, shall make, file, or be interested in more than one Bid for the same Work unless alternate Bids are called for. A person, firm, or corporation who has submitted a sub-bid to a Bidder, or who has quoted prices on materials to a Bidder, is not thereby disqualified from submitting a sub-bid or quoting prices to other Bidders.

**IFB-21.**      Bid Rejection in Case of Collusion or Prohibited Gratuities

Reasonable grounds for believing that any Bidder is interested in more than one Bid will cause the rejection of all Bids in which such a Bidder is interested. Any or all Bids can be rejected by the Owner if the Owner has reason for believing that collusion exists among any of the Bidders.

No gratuities of any kind will be accepted from any Bidders, including meals, gifts or trips, and violation of this condition may result in immediate disqualification and rejection of all Bids in which such a Bidder is interested.

**IFB-22.**      Bid Protest

N/A

**IFB-23.**      Site/Building Conditions

Bidders are required to inform themselves fully of the conditions relating to construction and labor under which the Work for the Project will be or is now being performed, and the Contractor shall employ, as far as possible, such methods and means in carrying out his Work as will not cause any interruption or interference to others working at the site.

**IFB-24.**      Materials and Equipment Identified by Brand or Trade Names

Some materials and equipment specified in the Contract Documents may be identified by brand or trade names. Except where specified otherwise, it is the intent of the Contract Documents to allow Bidders to select such materials and equipment from two or more brands or trade names listed in the Specifications and in the Plans or from other brands or trade names of materials and equipment of equal quality and utility to those specified and in accordance with provisions contained in the Specifications.

**IFB-25.**      Sets of Plans and Specification Free to Successful Bidder

The Bidder to whom award is made may obtain two (2) sets of Plans and Specifications for the Work at no extra cost from the Owner or the Owner's Agent.

**IFB-26.**      Additional Sets of Plans

Additional sets may be purchased at the Design Engineer's cost of reproduction.

**IFB-27.**        Liquidated Damages

Pursuant to Section GC3-6 of the General Conditions of the Construction Agreement, the liquidated damages applicable to this Contract in the sum of Five Hundred Dollars (\$500.00) per day.

**IFB-28.**        Procurement of Permits and Licenses

Unless otherwise stated, the Contractor shall procure all permits and licenses, pay all charges, fees, and taxes and give all notices necessary and incidental to the due and lawful prosecution of the Work.

**IFB-29.**        California Contractor's License

Bidders shall have a valid California contractor's license issued by the Contractors State License Board under license classification "B" – General Building Contractor. The license shall be active and in good standing as of the date of submittal of the Bid and shall remain active and in good standing continuously until final acceptance of the Work.

**IFB-30.**        Wage Rates

The successful Bidder and its subcontractors of any tier shall pay all workers employed on the Project not less than minimum wage per hour as determined by the Director of the California Department of Industrial Relations. The successful Bidder may be subject to penalties if workers are paid less than the required wages. This is not a prevailing wage project, and there is no requirement to adhere to prevailing wage tables.

**IFB-31.**        N/A

**IFB-32.**        N/A

**IFB-33.**        Insurance

The Contractor shall provide insurance for this Project in accordance with the provisions stated in Part 2 of General Conditions. Nothing contained in the insurance requirements is to be construed as limiting the liability of the Contractor or the Contractor's sureties.

**IFB-34.**        N/A

**IFB -35.**        Execution of Bids and Bid Forms

Bids shall be properly executed upon the Bid Forms attached to and made part of these Contract Documents. No Bid will be considered unless it is made upon such Bid Forms and is submitted with the book of Contract Documents also provided herewith. All Bids shall be prepared in accordance with these instructions and shall comply with applicable California statutes, with applicable ordinances, codes and regulations (including, without limitation, building codes), and with the Contract Documents. Numbers shall be stated both in writing and in figures where so required. In case of a difference between written words and figures, the amount



stated in written words shall govern. The completed forms shall be without interlineations, alterations, or erasures and no forms, Specifications or Contract Documents shall be disassembled.

**IFB-36.**      Listing of Subcontractors

The Bidder shall provide, on the form included in this Request for Bids the name, California Contractor's license number, and location of place of business of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the work or improvements in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price, together with the dollar value and portion of the Work which will be done by each subcontractor. Only one subcontractor shall be listed for each portion of the Work.

**IFB-37.**      Wrap-Up Insurance

Owner may elect after award, to procure an Owner-controlled insurance program ("OCIP" or "Wrap-Up insurance") to cover the Bidder's firm and all of its subcontractors on the Project to meet the insurance requirements of the Contract for comprehensive general liability, property damage and workers compensation insurance. If Owner makes such election, the successful Bidder will cooperate with the Owner as required to calculate the credit due to the Owner against the Contract Price to reflect the cost of the insurance that the successful Bidder no longer needs to provide due to the Wrap-Up insurance.

**IFB-38.**      Submission of Bids

A.      Sealed bids shall be delivered as instructed herein and in the Notice Inviting Bids, on or before the day and hour set for the opening of Bids in the Notice Inviting Bids. It is the sole responsibility of the Bidder to see that his, her or its Bid is received in proper time. Bids received after the scheduled closing time for receipt of Bids will be returned to the Bidder unopened. Bids shall be submitted in a sealed envelope. The outside, upper left-hand corner of the envelope shall be marked as follows:

**OFFICIAL BID - DO NOT OPEN**  
Wilmington Community Clinic  
Facilities Management Department  
1009 N. Avalon Blvd.  
Wilmington, CA 90744  
[andy.eck@gfahealthconsulting.com](mailto:andy.eck@gfahealthconsulting.com).

Bid Open Date: March 23, 2017

B.      No Bid will be considered unless it is made upon the Bid Proposal forms (Bidding Documents) contained in and submitted with the Contract Documents. Bid Proposals may be considered irregular and may be rejected by the Owner if they show any alterations of form, unauthorized additions, unauthorized conditional or alternate Bids, incomplete Bids, obviously unbalanced prices, erasures, or other irregularities of any kind. No Bid will be considered unless accompanied by the Bid Security in the type and amount set forth in Instructions for Bidders.



## REQUIRED FORMS

This form is required.

Failure to submit a Bid upon this form shall constitute grounds for rejection of the Bid.

TO: Wilmington Community Clinic

FOR: Rehabilitation/Construction - Dental

UNDERSIGNED, AS BIDDER, HEREBY AGREES AND DECLARES THAT:

A. BID IRREVOCABLE FOR SIXTY DAYS

This Bid, as presented herein, is irrevocable, and may not be withdrawn for a period of sixty (60) calendar days after the date set for the opening of Bids, except in accordance with the withdrawal of Bid provisions of the Instructions for Bidders.

This information shall be submitted in accordance with all provisions of the Instructions for Bidders.

B. SCHEDULE OF PRICES

All prices quoted are F.O.B. JOB SITE installed, tested and operational with all applicable state and/or federal sales taxes and any other special taxes, patent rights or royalties. FREIGHT AND FULL INSURANCE SHALL BE PAID BY THE BIDDER to the job site. Award will be based on the Total Bid Price listed in the "Bid Schedule."

## BID SCHEDULE

for

### Rehabilitation/Construction - Dental

*Bid Schedule must be completed in its entirety.*

Item	Description	Estimated Quantity	Unit Price	Extended Amount
1.	Furnish contract bonds, project insurance, and project permits (not to exceed two percent (2%) of the Total Bid Price) and Mobilization/Demobilization including project closeout (not to exceed 3% of the Total Bid Price.)	Lump Sum	\$	\$
2.	All Work, labor, materials, equipment, taxes and incidentals to provide a complete Project in accordance with Contract Documents which are not already included in Item 1	Lump Sum	\$	\$
3.		Lump Sum	\$	\$

Bidder shall total the extended amounts provided in the above Bid Schedule to determine Total Bid Price, and shall enter the Total Bid Price on the following two lines:

Total Bid Price in Numerals: \$ \_\_\_\_\_

Total Bid Price in Words: \_\_\_\_\_ Dollars

The Contract Award will be based on the Total Bid Price listed above.

#### C. COSTS INCLUDED IN TOTAL BID PRICE

The undersigned declares that the Total Bid Price includes the cost for all labor, materials, equipment, taxes, insurance, bonds and incidentals necessary for the completion of the Work of the Contract Documents.

#### D. LIST OF SUBCONTRACTORS

The Bidder shall provide on the form below the name, California Contractor's license number, and location of place of business of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the work or improvements in an amount in excess of one-half of 1 percent of the Bidder's Total Bid Price, together with the dollar value and portion of the Work which will be done by each subcontractor. Only one subcontractor shall be listed for each

Subcontractor's Name, Location of  
Business andPortion (Type of Work)[illegible]

E. APPROACH TO WORK

Submit a brief description on how the Bidder intends to approach the Work with respect to staging, fabrication (on or off-site), safety measures for accident prevention, handling of hazardous material or wastes, or any other item that is important to the Work. Bidder shall submit all detailed safety and accident prevention plans and associated safety policies and practices required by law along with the Bid. Bidder's Bid will be rejected as incomplete and non-responsive if not accompanied by this safety documentation. Owner may reject Bidder's Bid if Owner is not satisfied with Bidder's safety documentation. Attach additional sheets if necessary.

F. COMPANY DATA

Legal name of Bidder: \_\_\_\_\_

The full names and place of business of all persons and parties interested in the foregoing Bid Proposal as principals are as follows:

(NOTICE: Give first and last names in full; in case of corporation, give names of President, Secretary, Treasurer, and Manager, and in case of partnerships and joint ventures, give names and Post Office addresses of all the individual partners and joint venture members.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Business address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone \_\_\_\_\_

Facsimile \_\_\_\_\_

Contact \_\_\_\_\_

Email \_\_\_\_\_

California Contractor's Type: \_\_\_\_\_

License: No.: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Bidder shall submit proof of all contractor and subcontractor registrations with the DIR with the Bid.

G. CLOSING STATEMENT

In signing below, Bidder certifies that its Total Bid Price requests sufficient funds to allow Contractor to comply with all applicable laws or regulations governing the labor or services to be provided under the Contract. Furthermore, Bidder hereby agrees to defend and indemnify Owner and its directors, officers, employees and agents for liabilities and penalties for violations of Labor Code Section 2810.

In conformance with current requirements of Section 1861 of the Labor Code of the State of California, the undersigned confirms the following as his certification:

I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

The undersigned has the legal authority to bind the Bidder to a contract for the execution of the Work that is the subject of this Bid Proposal.

Addenda: The undersigned acknowledges receipt of the following Addenda numbers:

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Respectfully  
submitted by:

\_\_\_\_\_  
(signature)  
I declare under penalty of perjury under the laws of the State of California that  
the foregoing is true and correct and that this statement was executed on \_\_\_\_\_,  
\_\_\_\_\_, 20\_\_ at \_\_\_\_\_, California.

Clearly printed  
name:

---

Position:

---

Seal:

Co-signed or  
attested:

\_\_\_\_\_  
(signature)  
I declare under penalty of perjury under the laws of the State of California that  
the foregoing is true and correct and that this statement was executed on \_\_\_\_\_,  
20\_\_ at \_\_\_\_\_, California.

Clearly printed name:

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This form is required.

Failure to submit a Bidder's Bond in this form shall  
constitute grounds for rejection of the Bid.

**BIDDER'S BOND**

(10 Percent of the Total Bid Price)

KNOW ALL MEN BY THESE PRESENTS,

That we \_\_\_\_\_,  
(Full legal name of Bidder)

as Principal, and \_\_\_\_\_,  
(Full legal name of Surety)

as Surety, are held and firmly bound unto the Wilmington Community Clinic, Wilmington, California  
(the "Owner") in the sum of

\_\_\_\_\_  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

such amount representing ten percent (10%) of the amount of the Total Bid Price to obtain the award of a contract for the General Contracting Services for construction of the TCMC Primary Care Physician Clinic, Vista, California project as specified and directed for a complete and operating installation (the "Contract") and to be paid to the Owner, its successors and assigns, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the certain proposal of the above bound Principal is accepted by the said Owner and if the above bound Principal shall duly enter into and execute a Contract for such construction, and shall execute and deliver the Payment Bond, Performance Bond, and other Contract Documents described, within ten (10) calendar days from the date of the award and notice to the above bound Principal by and from the said Owner that said contract is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.





A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF [COUNTY] )

On \_\_\_\_\_, before me, [Notary Name] , Notary Public, personally appeared [Name of person] , who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

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Notary Public

This form is required.

Failure to submit a Non-collusion Declaration in this form shall constitute grounds for rejection of the Bid.

This Declaration to be fully executed.

## **NONCOLLUSION DECLARATION**

### **TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on [date], at \_\_\_\_\_[city], \_\_\_\_\_[state].

\_\_\_\_\_  
Signature of: President, Secretary, Manager, Owner, or Representative