



# Resource Management Agency

2301 TECHNOLOGY PARKWAY  
HOLLISTER, CA 95023

Invitation for Bid, IFB No. **PWB-1607**

FOR

## **COUNTY WORK TRUCKS**

BIDS DUE:

**Tuesday, September 20, 2016**  
**9:00 a.m. PST**

CONTACT:

**JAKE HUBBELL**  
**jhubbell@cosb.us**

**(831) 636-4170**

APPROVED AS TO LEGAL FORM: <b>SAN BENITO COUNTY COUNSEL</b>	APPROVED FOR USE IN INVITATION TO BID: <b>SAN BENITO COUNTY BOARD OF SUPERVISORS</b>
By: <u>Shirley L. Murphy</u> Shirley L. Murphy, Deputy County Counsel	By: _____ Robert Rivas, Chair
Date: <u>Sept. 6, 2016</u>	Date: _____

For use in connection with San Benito County standards

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A copy of the Prevailing Wage Scale is available at the following web site:  
[http://www.dir.ca.gov/DLSR/statistics\\_research.html#PWD](http://www.dir.ca.gov/DLSR/statistics_research.html#PWD)

## SECTION 1. INVITATION FOR BIDS

The County of San Benito invites sealed bids from fully licensed and insured contractors and suppliers for the following:

**COUNTY WORK TRUCKS**  
**IFB No. PWB-1607**

The County of San Benito is located in the Central Coast Region, 95 miles south of San Francisco. Contiguous counties include Santa Clara, Santa Cruz, Monterey, Fresno and Merced. Land area is 1,396 square miles. Terrain varies from flat valley floor, to hilly rangeland in the east, to 5,450 foot peaks far south. The City of Hollister where the county seat is located is at an elevation of 229 feet. The north and northwest segments of the county are comprised of urban areas, leaving the southern portion of the county primarily rural.

Major transportation routes in the county include Highways 101, 129, 156 and 25.

The current total population of San Benito County is approximately 56,000. The County has two incorporated cities – Hollister, population 35,000, and San Juan Bautista, population 1,700.

At all times during the performance of this contract, the Contractor shall possess a current and **valid Class license** issued by the State of California and shall comply with all terms and conditions of such license.  
(N/A for IFB No. PWB-1607)

## SECTION 2. INSTRUCTIONS FOR SUBMITTING BIDS

### 2.1. **Bid Submittal.**

- a. Bids must be submitted on the form(s) provided by and made available at the Resource Management Agency, 2301 Technology Pkwy., Hollister, CA 95023. All items shall be filled in and the signatures of all persons signing shall be written and printed in longhand. All bids submitted must have Signature Sheet (**Attachment A**) completed, dated, with firm's name and signed by a duly authorized officer of the firm.

The Bid Cost Sheet (**Attachment B**) shall be completed, signed and returned with the bid submittal.

Bids not submitted on the form(s) provided may not be considered by the Department of Public Works.

- b. Bidders shall submit the following:  
Three (3) sets: an original and two (2) copies of the completed Bid and the following Attachments:
- Attachment A – Signature Sheet
  - Attachment B – Bid Cost Sheet
  - Attachment C – Reference List
  - Attachment D – Subcontractor List

- Attachment E – Non-Collusion Declaration

Bids shall be delivered in a **sealed envelope clearly marked** as **IFB No. PWB-1607** assigned by the County, addressed to:

County of San Benito  
Resource Management Agency  
Attn: JAKE HUBBELL  
2301 Technology Parkway  
Hollister, CA 95023

- c. All bids shall remain firm for at least ninety (90) calendar days after Bid Submittal Deadline or unless otherwise specified. Within ninety (90) calendar days after the Bid Submittal Deadline opening, a purchase order and/or a contract may be awarded by the County to the lowest responsive, responsible bidder, as it may deem proper in its absolute discretion. The time for awarding a purchase order and/or a contract may be extended at the sole discretion of the County, if required to evaluate bids or for such other purposes as the County may determine, unless the bidder objects to such extension in writing with their bid.
- d. All prices shall be bid F.O.B. DESTINATION only.
- e. Delivery dates of all items/services shall be specified on the bid.
- f. Mistakes must be corrected and the correction inserted; correction must be initialed in blue ink by the person signing the bid.
- g. Bidder shall be able to withdraw their bid at any time prior to the Bid Submittal Deadline. After which time the bidder shall not be relieved of its bid without the consent of the County, nor shall any change in the bid be made because of a mistake. The County may allow a bidder to withdraw a bid because of a mistake only when the bidder has notified the County in writing within five (5) work days following the bid opening, specifying in detail how the mistake occurred, and has established to the satisfaction of the County that: (1) a mistake was made; (2) the mistake made the bid materially different from what the bidder intended; and (3) the mistake was made in filling out the bid and was not due to an error in judgment nor to carelessness in inspecting the site nor in reading the plans or specifications.
- h. The submission of a bid shall be considered an agreement to all the terms, conditions, and specifications provided herein and in the various bid documents, unless specifically noted otherwise in the bid.

## **2.2 Bidder's Bond.**

The bid must be accompanied by a bidder's bond, certified check, or cashier's check in an amount not less than ten percent (10%) of the amount bid. The bidder's bond must be signed in favor of the County, and the certified check or cashier's check must be made payable to the County of San Benito. The Contractor shall pay to the County such sums from said bond, certified check, or cashier's check as necessary to reimburse the County for costs incurred for failure of the successful bidder to complete, sign and return in strict compliance with these Contract Documents, if requested to do so, Contractor Qualifications Questionnaire, or enter into a contract. The amount of said bond, certified check, or cashier's check shall not be deemed to constitute a penalty or liquidated damages. The County shall not be precluded by such bond,

certified check, or cashier's check from recovering from the defaulting bidder damages in excess of the amount of said bond, certified check, or cashier's check incurred as a result of the failure of the successful bidder to complete, sign and return in strict compliance with these Contract Documents, if requested to do so, Contractor Qualifications Questionnaire, or enter into a contract.

### **2.3 Interpretation, Corrections and Addenda.**

The Bidder must carefully examine the specifications, terms and conditions provided in the Invitation For Bid and become fully informed as to the requirements set forth therein. If anyone planning to submit a bid discovers any ambiguity, conflict, discrepancy, omission or error in the bid, or has any questions in relationship to the "Scope of Work", or any other related matters, he/she shall immediately notify the contact person as shown on the "Cover Sheet" of such concern in writing and request clarification or modification of the document(s) no later than the deadline as set forth under sub-Section "Bid Submittal Deadline." No further requests for clarification or objections to the bid will be accepted or considered after this date. Any change in this IFB will be made only by written addendum, issued by the Resource Management Agency to each firm in receipt of the IFB, and shall be incorporated into the bid.

The Bidder shall sign and date the addendum and submit same with the bid. **Any oral communication by the County's designated contact person or any other County staff member concerning this IFB is not binding on the County and shall in no way modify the IFB or the obligations of the County or any Bidders.**

The Bidder may E-mail or mail questions to the contact person as shown on the "Cover Sheet".

All inquiries shall be directed to the designated County staff person as shown. Contact with any other County personnel, or any undue "badgering" of such County personnel by the Bidder is prohibited. Failure to comply with this request may be considered cause for disqualification of your bid.

### **2.4 Bid Submittal Deadline.**

The bid must be received in the San Benito County Resource Management Agency by 9:00 A.M. PDT time Tuesday, September 20, 2016.

All bids must be delivered in person or received by mail no later than specified above. Bidder shall be responsible for the timely delivery of the bid. Bids received after the deadline will be unopened and discarded.

Bids will be a publicly opened and read on Tuesday, September 20, 2016 at **9:00 A.M. PST**, at the Resource Management Agency, 2301 Technology Parkway, Hollister, CA 95023. Bidders or their agents are invited to attend. Bids received will be available to the public for review.

Without law or policy to the contrary, if the bidder took reasonable steps to submit the bid in due time, and failure of the bid to be on hand at the time of closing was not the result of negligence or other fault of the bidder, but was the result of negligence by the County, the County reserves the right to accept such bid.

### **2.5 References.**

Provide a list of at least three (3) customer references (**Attachment C**) to which you have sold or are currently selling similar items/services. Include the company's name; the name, title, and

telephone number of a contact person; the dollar amount of the contract; and the dates that these items/services were completed.

**2.6 Performance Bond.** (N/A for IFB No. PWB-1607)

Within ten (10) days of the award of the contract, the successful bidder will be required to furnish the County, at the bidder's expense, a Faithful Performance Bond in an amount equal to one hundred percent (100%) of the total bid cost. The bond shall be approved as to form by the County, executed by the bidder as principal and by a corporation licensed to issue such bonds in the State of California.

**2.7 Payment Bond.** (N/A for IFB No. PWB-1607)

Within ten (10) days of the award of the contract, the successful bidder will be required to furnish the County, at the bidder's expense, a Payment Bond in an amount equal to one hundred percent (100%) of the total bid cost to guarantee the payment of wages, and bills contracted for materials, supplies, or equipment used in the performance of the Contract. The bond shall be in accordance with the provisions of Sections 3225, 3226, and 3247 to 3252, inclusive, of the Civil Code of the State of California, and Section 13020 of the Unemployment Insurance Code of the State of California. Said bond shall also contain a provision that the surety thereon waives the provisions of Sections 2819 and 2845 of the Civil Code of the State of California.

**2.8 Specific Compliance.**

All bidders will be required to abide by all applicable Federal and State laws and regulations.

**2.9 Acceptance Test.**

Upon receipt of written notification of the completion of the delivery of the items/services called for under this bid, County, at its option, may conduct a fifteen (15) work day on-site acceptance test. The acceptance test of the items/services will be conducted for the purpose of demonstrating that, in County's sole opinion, such items/services perform in accordance with the manufacturer's specifications.

In the event the items/services do not successfully pass the acceptance test, County shall notify the successful bidder, in writing, specifying in reasonable detail in what respects the items/services failed to perform. Seller shall immediately correct any deficiencies disclosed by the acceptance test. County may repeat the fifteen (15) work days test again until the items/services have successfully passed the acceptance test.

In the event that the items/services fail to pass the acceptance test within sixty (60) calendar days of the date that the notification of the completion of the delivery of the items/services are received, County shall have the option of immediately terminating any purchase order issued as a result of this bid without financial liability or penalty of any kind or, with mutual agreement, the parties may continue the acceptance testing. The option to terminate any purchase order issued as a result of this bid, as aforesaid, shall remain available to County during any mutually agreed to continuation of the acceptance test after the aforesaid sixty (60) calendar day period.

If County elects to terminate any purchase order issued as a result of the bid, the successful bidder shall refund all monies received from County up to the period of termination, within thirty (30) calendar days from receipt of written termination by County.

## **SECTION 3. GENERAL TERMS AND CONDITIONS**

### **3.1 Bid Rejection/Waiver of Informalities**

**THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS OR ANY PART THEREOF; TO WAIVE ANY INFORMALITIES, MINOR IRREGULARITIES, TECHNICAL DEFECTS OR CLERICAL ERRORS IN ANY BID; AND ALSO TO WITHHOLD AWARD FOR A PERIOD OF NINETY (90) CALENDAR DAYS FROM DATE OF BID OPENING.**

The County's decision shall be final. The County's waiver of an immaterial defect shall in no way modify the bid documents or excuse the bidder from full compliance with its specifications if the bidder is awarded the contract.

### **3.2 Bonding Requirements**

If required, before execution of the contract with the successful bidder by the County, the successful bidder shall file with the County the necessary bonds satisfactory to the County in the amounts and for the purposes noted. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in California and secured through an authorized agent with an office in California. The successful bidder shall pay all bond premiums, costs and incidentals.

### **3.3 Condition of Equipment Bid.**

If equipment is proposed, it is to be the newest and latest model in current production. Used, re-manufactured, shopworn, demonstrator, prototype or discontinued models are not acceptable unless otherwise stipulated under this bid.

### **3.4 Brand Names.**

Manufacturers' brand names and model numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided the bid clearly describes the item. Offers for equal items must state the manufacturer's brand and model number, or level of quality. The determination of the County as to what items are equal is final and conclusive. When manufacturer's brands, model numbers or level of quality is not stated by bidder, the offer will be considered exactly as specified in the IFB specifications.

### **3.5 Invoicing.**

The County Auditor will only pay by original invoice. No invoices for partial shipments shall be authorized for payment without prior approval by the Auditor. Invoices in triplicate must be made to County of San Benito and forwarded promptly to the requesting department. Invoices must show purchase order number, name of requesting department, description of items purchased, unit prices, and all applicable taxes and shipping charges.

### **3.6 Securities In Lieu of Retention. (N/A for IFB No. PWB-1607)**

In lieu of the County retaining a portion of progress payments due the Contractor, the Contractor may elect to deposit qualifying securities equivalent to the amount to be withheld. Upon such deposit under an escrow agreement substantially in the form specified in section 22300(e) of the Public Contracts Code, the funds shall be released.

**3.7 Examination and Audit.**

The Contractor shall be subject to the examination and audit of the State auditor, at the request of the County or as part of any audit of the County, for a period of three (3) years after final payment under the contract.

**3.8 Delivery Hours.**

Delivery will be accepted from 8:00 a.m. to 3:30 p.m., Monday through Friday.

**3.9 Damage of Items.**

All damages pursuant to items received by County due to the Contractor's negligence shall be the responsibility of the Contractor to replace. Damage to existing construction, equipment, planting, etc., by the Contractor, in the performance of his work, shall be replaced or repaired and restored to original condition by the Contractor.

**3.10 Alternate Bids.**

Alternate bids may be considered at the discretion of the County if alternate bids are called for in this IFB. County will be the final authority to accept or reject an alternate bid.

**3.11 Cash Discount.**

In connection with any cash discount specified in a bid, time will be computed from the date of the complete delivery of the items/equipment as specified, or from date correct invoices are received in the County department requesting such items/equipment, whichever is later. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the County warrant or check.

**3.12 Pricing.**

Unless otherwise provided, the items/services stated herein will not be subject to any price increase from the date of acceptance of bid to the date of termination/extension as stated herein. If the successful bidder's established prices for any items/services listed herein is decreased during the term of this bid, then such discounts/reductions in price shall be immediately applicable so that County may have benefit of such lower prices.

**3.13 Risk of Loss.**

The successful bidder shall bear risk of loss until goods have reached the final F.O.B. Destination point. Thereafter, County shall bear risk of loss.

**3.14 Prior to Shipment.**

While the successful bidder has risk of loss, the successful bidder agrees, at its own expense, to procure and carry suitable fire, and extended coverage insurance on material, work-in-process and any furnished items which comprise or will eventually comprise the Piece of Equipment. The amount to be insured shall be the actual replacement value of said material, work-in-process and furnished items. Such insurance shall provide a loss payable clause in favor of the successful bidder as its interest may appear.



**3.15 F.O.B. Point of Delivery.**

F.O.B. Destination to include delivery to inside the fenced yard at: 3220 Southside Road, Hollister, CA.

**3.16 Examination of Bid Documents.**

All bidders shall carefully examine the specifications herein and must fully inform themselves of the conditions and requirement of the items/services to be furnished. Failure to do so will be at bidder's own risk and cannot secure relief on the plea of error, or dispute, or question such specifications and the directions explaining or interpreting them.

Should a bidder find discrepancies in, or omissions from, the specifications, or should he/she be in doubt to their meaning, he/she shall at once notify the County's Resource Management Agency. Notification is to be in written form and must be submitted at least seven (7) work days prior to the Bid Submittal Deadline. Any interpretations by the County will be made in written form. Any change in requirements will be done in the form of a written addendum. The receipt of any resulting amendment must be acknowledged in accordance with the directions on the amendment. **Oral explanations or instructions given before the award of the contract will not be binding upon the County.**

All other questions should be directed to the County's contact person shown on the "Cover Sheet" of this Invitation For Bids (IFB).

**3.17 Examination of Site.** (N/A for IFB No. PWB-1607)

Each bidder shall have examined the site of work before bidding and shall be responsible for having acquired full knowledge of the job and of all problems affecting it. No variations or allowances from the contract sum will be made because of lack of such examination.

**3.18 Request for Changes.**

The County reserves the right to order in writing changes in the bid or alterations, additions, or omissions at any time prior to acceptance of the items/services without voiding the bid, and the successful bidder shall comply with such order. The successful bidder may also request changes in the bid, but no work will be performed on such changes until the request is approved in writing by the County. Such changes shall be performed in accordance with the original bid requirements except as modified by an amendment. Except as herein provided, the successful bidder shall have no claim for any other compensation due to changes in the work.

Any changes or deviation from the contract made without authority in writing from the County will be at the bidder's own risk. No such changes shall be made nor adjustment in compensation granted unless the successful bidder receives an executed amendment prior to making the changes.

**3.19. Qualification of Bidder.**

The County may make such investigation as it deems necessary to determine the ability of the bidder to provide the services requested herein, and the bidder shall furnish to the County all information and data for this purpose as the County may request. The County reserves the right to reject any bid should the evidence submitted by, or investigation of, the bidder fail to satisfy the County that such bidder is properly qualified to carry out the obligations of the bid and to complete the requirements contemplated therein.

### 3.20 Subcontracting.

Any bidder using a subcontractor(s) must clearly explain the use of the subcontractor(s) and list the name(s) and address(es) of the subcontractor(s) providing work under the bid. **(Attachment D)** The Contractor shall not award work to subcontractor(s) in excess of fifty percent (50%) of the contract price, without prior written approval of the County. The successful bidder will be fully responsible for all work performed under this bid and will be considered as the Prime Contractor. Any subcontracting, or other legal arrangements made by the bidder are the sole responsibility of the bidder. The Contractor will be fully responsible to the County for the acts and omissions of its subcontractors, and of the persons either directly or indirectly employed by them, as the Contractor is responsible for the acts and omissions of persons directly employed by the Contractor. Nothing in this IFB or in any resulting contract shall create any contractual relationship between the County and any subcontractor. Any contract that is entered into between the successful bidder and the subcontractor(s) shall contain provisions for compliance with federal and state law, and for access to the books, documents, records, and inspection of work by employees, County and State representatives, as designated herein.

### 3.21 Taxes, Permits and Fees.

**The Contractor shall pay for and include all Federal, State, and local taxes, direct or indirect, upon all materials, and shall pay all applicable royalties and license fees, and all charges for permits and licenses unless otherwise specified.** Sales Tax should be shown separately on the bid form, when and where indicated. The County is exempt from Federal Excise Tax and should not be included in the bid. If your company is outside California and collects sales tax, please state the amount as a separate item if the County is to remit the tax.

### 3.22 Samples.

Samples of items, when required, must be furnished free of cost. Samples may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request at your expense.

### 3.23 Patents, Copyrights and Other Work Product.

Bidders shall indemnify, defend and hold the County, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in preparing and submitting a bid under this IFB, and agrees to defend, at its own expense, any and all actions brought against the County or bidder because of the unauthorized use of such items. The Contractor shall indemnify, defend and hold the County, its officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in providing materials or equipment, or in performing the work, and agrees to defend, at its own expense, any and all actions brought against the County or the Contractor because of the unauthorized use of such items. **The County shall be responsible for any such loss when a particular process, design, or product of a particular manufacturer or manufacturers is specified. However, if the bidder or Contractor has reason to believe that the design, process or product specified involves the use of any copyrighted, or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances, the Contractor shall be responsible for such loss unless the Contractor promptly gives such information to the County.**

### 3.24 **Indemnification.**

Bidder shall indemnify, defend and hold harmless County, its officers, employees, agents and assigns from and against any and all claims, demands liability, judgments, awards, interest, attorney's fees, costs and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of the bid or any Contract that may be awarded from this IFB. Bidder's liability for indemnity under the bid or any resulting Contract shall apply, regardless of fault, to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of the Bidder, unless the claim, demand liability, judgment, award, interest, attorney fee, cost or expense is caused solely by the negligent or willful misconduct of the County, its officers, employees, agents or assigns. Bidder will on request and at its expense defend any action suit or proceeding arising hereunder and shall reimburse and pay the County for any loss, cost, damage or expense (including the cost of its attorneys) suffered by it hereunder.

### 3.25 **Insurance.**

Prior to commencement of any work associated with this IFB, without limiting any indemnity requirements, the successful bidder shall purchase and maintain the following types of insurance for the minimum limits indicated during the term of the contract and provide a Certificate of Endorsement from the successful bidder's Insurance Carrier guaranteeing such coverage to the County. The successful bidder shall include all subcontractors as insured under its policies or shall furnish separate certificates or endorsements for each subcontractor. All subcontractors shall be subject to all the requirements stated herein.

#### a. Requirements and Limits:

1. Commercial General Liability: \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate covering bodily injury, personal injury and property damage. The County and its officers, employees and agents shall be endorsed to above policies as additional insured as to any liability arising from the performance of any contract resulting from this bid. **The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11 85 or CG 20 10 07 04 in tandem with CG 20 37 07 04.**
2. Automotive Liability: \$1,000,000.00 per accident for bodily injury and property damage, or split limits of \$500,000.00 per person/\$1,000,000.00 per accident for bodily injury and \$250,000.00 per accident for property damage.
3. Workers' Compensation Statutory coverage, if and as required according to the California Labor Code, including Employers' Liability limits of \$1,000,000.00 per accident, the policy shall be endorsed to waive the insurer's subrogation rights against the County.
4. If the successful bidder elects to deliver products to the County using a common carrier that is not related to the bidder's business entity, the bidder may request waiver of the automobile and workers' compensation insurance requirements for delivery by the common carrier.

#### b. Insurance Conditions.

1. Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by the County.

2. Each of the required policies, noted above, shall be endorsed to provide the County with thirty (30) calendar days prior written notice of cancellation. Additionally, the policies shall also be endorsed by the insurance company (not the agent) to modify the policies to include San Benito County, its officers, agents, and employees as additional insured. The County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of the successful bidder to furnish insurance during the term of the contract.
3. These requirements assume that standard insurance policy forms, terms, and conditions will apply to cover the expected risk exposures for the intended "Scope of Work". Additional qualifying policy conditions or special endorsements may be specified in the contract depending on the final "Scope of Work" agreed on by County and the successful bidder.
4. The successful bidder's insurance shall apply separately to each insured or additional insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. The successful bidder shall include all subcontractors as insured under its policies or shall furnish Certificates of Insurance for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

### **3.26 Coordination of Work.**

All work schedules, actual work and payment request shall be coordinated through, inspected by and approved by the Resource Management Agency, Public Works Division prior to scheduling of the project so that any interruption to the normal business operation be kept to a minimum.

### **3.27 Materials.**

- a. All materials shall be new and of merchantable grade, free from defect. Materials, supplies, and equipment shall be in accordance with samples submitted by the Contractor and approved by the County. No substitutions shall be permitted from the original specifications, except as provided under this IFB and specifications, and unless the bidder obtains prior approval. If the item proposed differs from these specifications, the bidder shall present a specific explanation of functioning and structural characteristics for those details that differ from the specifications listed herein.
- b. Except as otherwise specifically stated in the IFB or resulting contract, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the materials, equipment or work within the specified time.
- c. Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer. Material and equipment shall be stored so as to ensure the preservation of their quality and fitness for the work. Stored materials and equipment to be incorporated in the work shall be located so as to facilitate prompt inspection.

- d. Materials, supplies, and equipment to be incorporated into the work shall not be purchased by the Contractor or a subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

**3.28 Existing Utilities.** (N/A for IFB No. PWB-1607)

It is recognized by the Contractor that the location of existing utility facilities as shown on Contract drawings and specifications are approximate; their exact location is unknown.

Recognition is given to the fact that there may be additional utilities existing on the property unknown to either party to the Contract. Location of utilities as shown on drawings and specifications represent the best information obtainable from utility maps and other information furnished by the various agencies involved. The County warrants neither the accuracy nor the extent of actual installations as shown on the drawings and specifications.

Because of this uncertainty, it may become necessary for the Owner's Representative to make adjustments in the line or grade of sewers or storm drains. Installation of such adjusted lines shall be made at the regular unit price bid for the work, and no additional compensation will be paid therefor, unless the scope and character of the work has been changed.

The Contractor agrees and is required to coordinate and fully cooperate with the County and utility owners for the location, relocation, and protection of services and utilities. The Contractor's attention is directed to the existence of services and utilities, underground and overhead, necessary for normal house and commercial service for all buildings along the line of work. The Contractor shall make arrangements with utility owners and Underground Service Alert (USA) for the location of all service or utility lines in advance of the actual construction and for the relocation of such facilities, if necessary, by the utility owner or the Contractor.

In accordance with Section 4215 of the Government Code of the State of California, the County shall make provisions to compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such main and trunk line utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. In the event the Contractor discovers utilities not identified in the Contract Documents, the Contractor shall immediately notify the Owner's Representative and the utility owner by the most expeditious means available and later confirm in writing.

It is understood and agreed that the failure of the Contractor or its subcontractor to comply fully with these provisions constitutes failure of the Contractor to exercise reasonable care and precludes Contractor's recovery from County for any related costs or damages.

**3.29 Inspection and Testing.** (N/A for IFB No. PWB-1607)

All material and equipment used and work performed in the construction of the project shall be subject to inspection, examination and testing by the County at any time and all times during which manufacture and/or construction are carried out, in accordance with generally accepted standards and as defined in this IFB, the plans and specifications, and in the resulting contract. The County shall have the right to reject defective material, equipment and workmanship or require its correction.

- a. The County shall provide all inspection and testing services unless specified to be provided by the Contractor. The Contractor shall provide, at the Contractor's expense, the testing and inspection services required by this IFB and resulting contract. If any

work is specifically required to be inspected, tested, or approved by someone other than the Contractor pursuant to laws, rules, regulations or orders of any public authority having jurisdiction over the work, the Contractor will give the County timely notice of readiness. The Contractor will then furnish the County with the required certificates of inspection, testing and/or approval. Inspections, tests, or approvals by the County or others shall not relieve the Contractor from the obligations to perform the work in accordance with the requirements of this IFB, the plans, specifications and other drawings, and/or the resulting contract.

- b. The County will at all times have access to the work performed. In addition, authorized representatives and agents of any participating federal or state agency shall be permitted to inspect all work, materials, equipment, payrolls, personnel records, invoices for materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the work, and also for any inspection or testing thereof.
- c. If any work is covered contrary to written instructions from the County it must, if required by the County, be uncovered for the County Engineer's and/or Inspector's observation and replaced at the Contractor's expense. If the County considers it necessary or advisable that covered work be inspected or tested by others, the Contractor, at the County's request, will uncover, expose or otherwise make available for observation, inspection or testing as the County may require, that portion of the work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such work is not found to be defective, the Contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate change order shall be issued.
- d. A pre-final inspection of the material, equipment and work will be made by the County. This inspection shall be made as soon as practical after the Contractor has notified the County in writing that the work is ready for inspection. The pre-final inspection shall be made prior to acceptance of any portion of the work as being substantially complete and prior to filing of the Notice of Completion.
- e. A final inspection of the material, equipment and work will be made by the County prior to acceptance of the work.

### **3.30 Correction of Work.**

The Contractor shall promptly remove from the premises all materials, equipment or work rejected by the County for failure to comply with the contract documents, whether incorporated in the vehicle and equipment, and the Contractor shall promptly replace and re-execute the work in accordance with the contract documents and without expense to the County and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement. All removal and replacement shall be done at Contractor's expense. If the Contractor does not take action to remove such rejected work within ten (10) days after receipt of written notice, the County may remove from service and store the vehicle and equipment at the expense of the Contractor.

### **3.31 Supervision.**

- a. The Contractor shall supervise and direct the work, using the skill, diligence and standard of care typical for the industry or, if a higher level of expertise is represented in the bid, then the higher standard of skill, diligence and standard of care shall apply. He shall carefully inspect the site and study and compare all drawings, specifications, and other instructions. Ignorance of any phase of construction or any of the features or conditions affecting the contract will not excuse the Contractor from carrying out this provision to its full intent.
- b. The Contractor will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor will employ and maintain on the worksite a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.
- c. The Contractor and its officers and employees, in the performance of the contract, are independent contractors in relation to the County and not officers or employees of the County. Nothing in this IFB or the resulting contract shall create any of the rights, powers, privileges or immunities of any officer or employee of the County. The Contractor shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of the contract.

### **3.32 Protection of Work, Property and Persons; Safeguards.**

- a. The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the worksite and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto.
- b. The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The Contractor will erect and maintain, as required by the conditions and progress of the work, such temporary walls, fences, guardrails, barricades, lights, danger signs, enclosures, etc. as may be required during site preparation and all phases of construction, and shall maintain such safeguards until all work is completed. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or part, by the Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them will be liable, except damage or loss attributable to the fault of the contract documents or to the acts or omissions of the County and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.
- c. In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the Contractor, without special instructions or authorization from the County, shall act to prevent threatened damage, injury or loss. The Contractor will give the County prompt written notice of any significant changes in the work or deviations

from the contract documents caused thereby, and a change order shall thereupon be issued covering the changes and deviations involved.

**3.33 Clean-up.** (N/A for IFB No. PWB-1607)

The Contractor shall, at all times, keep the premises clean from accumulation of waste materials or rubbish caused by his employees or work and shall remove all resulting work debris from the job site.

**3.34 Assignment of Anti-Trust Claims Regarding Purchase of Goods, Services or Materials.**

The Contractor offers and agrees to assign to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this IFB. This assignment shall be made and become effective at the time the County tenders final payment to the Contractor, without further acknowledgment by the parties.

**3.35 Guarantee.**

The Contractor shall issue his written guarantee to maintain such work for a period of one (1) year from date of acceptance and shall be responsible for the correction of any failure that is the result of defect in materials or workmanship.

**3.36 Warranty, Manufacturer.**

The manufacturer shall fully warrant all materials and equipment furnished under the terms of the contract awarded pursuant to this IFB against poor and inferior quality. While under warranty, manufacturer shall repair or replace inoperable materials or equipment in a timely manner to minimize the disruption of County operations. A copy or description of the manufacturer's warranty shall accompany each bid for the material and equipment proposed, detailing the scope and length of the warranty. Where the successful bidder is also the manufacturer of the materials or equipment provided under this bid, the Manufacturer's Warranty requirement will supersede the successful bidder warranty requirement of this bid.

**3.37 Warranty, Successful Bidder.**

The Contractor shall fully warrant all materials and equipment furnished and work performed under the terms of the contract awarded pursuant to this IFB against poor and inferior quality or workmanship, for a period of not less than *one (1) year* from date of the final acceptance by the County. While under warranty, successful bidder shall promptly repair or replace inoperable materials or equipment and shall promptly correct inferior or defective work as may be deemed necessary by the Engineer, in a timely manner to minimize the disruption of County operations. The County shall give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments or other work that may be necessary to correct defective or inoperable materials, equipment or work, the County may do so and charge the Contractor the cost thereby incurred. The Performance Bond shall remain in full force and effect through the warranty period.

**3.38 Completion.**

Time of completion shall not exceed Sixty-Five (65) calendar days from the Notice to Proceed.



### **3.39 Liquidated Damages.**

Time is of the essence in this contract. It is agreed by the parties to the contract that in case all the work called for under the contract in all parts and requirements is not finished or completed within the number of calendar days as set forth in section 3.38 Completion, damage will be sustained by the County, and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the County will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the County the sum set forth below per day for each and every calendar day's delay in finishing the work in excess of the number of calendar days prescribed; and the Contractor agrees to pay said liquidated damages herein provided for, and further agrees that the County may deduct the amount thereof from any moneys due or that may become due the Contractor under the contract.

If adverse weather conditions are the basis for a Claim for additional time, such claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated and that weather conditions had an adverse effect on the critical path schedule.

Claims due to adverse weather, when approved, shall be excusable but not compensable.

It is further agreed that in the event the Contractor fails to complete work and all requirements under this agreement within the number of calendar days specified, the County shall have the right (but not the obligation) to increase the number of calendar days, as the County may in its sole discretion deem best to serve its interests.

The Contractor will be granted an extension of time and will not be assessed with liquidated damages for any portion of the delay in completion of the work beyond the time named in section 3.38 Completion for the completion of the work caused by acts of God or of the public enemy, fire, storms, floods, tidal waves, earthquakes, shortage of materials and freight embargoes, provided that the Contractor shall notify the Contract Manager in writing of the causes of delay within fifteen (15) days from the beginning of any such delay. The Contract Manager shall ascertain the facts and the extent of the delay, and his findings thereon shall be final and conclusive.

The Contractor shall pay to the County of San Benito a sum of \$500 per day for each and every calendar day's delay in finishing the work in excess of the number of calendar days prescribed in the Time of Completion. Completion of the project includes correction of any punch list items identified by the Project Design Team.

### **3.40 Default.**

In the event the successful bidder who is awarded a purchase order and/or contract resulting from this bid shall be in breach or default, the County may procure the items/services from other sources and may deduct from any monies due, or that may thereafter become due to the successful bidder, the difference between the price named in the purchase order and/or contract and actual cost thereof to the County. Prices paid by the County must be considered the prevailing market price at the time such purchase is made. These rights and remedies shall not be exclusive but in addition to any other rights and remedies provided by contract law. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the County.

### **3.41 Cancellation of Purchase Order and/or Contract.**

The County may terminate any purchase order and/or contract derived from this IFB as follows:

- a. WITHOUT CAUSE at any time by giving thirty (30) calendar days written notice to the successful bidder.
- b. WITH CAUSE (Default) at any time by giving ten (10) calendar days written notice to the successful bidder. Cancellation for cause shall be at the discretion of the County and shall be, but is not limited to, failure to supply the items, materials, equipment or services specified within the time allowed or within the terms, conditions or provisions of this IFB. The successful bidder may not cancel any purchase order and/or contract derived from this IFB, without prior written consent of the County.
- c. The County, at its sole discretion, may terminate any purchase order and/or contract derived awarded as a result of this IFB upon thirty (30) calendar days written notice to the vendor and/or successful bidder, in the event that funds have not been appropriated.

Such terminations shall be without penalty to the County.

### **3.42 Nondiscrimination.**

- a. During the bidding process and thereafter, during the performance of the contract, bidders and sub-bidders, as well as the Contractor and any subcontractors, shall not unlawfully discriminate against any employee or applicant for employment because of race, color, ancestry, religion, sex, national origin, marital status, age, medical condition (cancer related), physical disability (including AIDS), or sexual orientation. Equal employment extends, but is not limited to recruitment, compensation, benefits, layoff, termination, and all other conditions of employment. Bidders and sub-bidders, and the Contractor and subcontractors, shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Bidders and sub-bidders, and the Contractor and subcontractors, shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Division 4, Section 7285.0 et seq.) In particular, Labor Code Section 1735 and the regulations of the Fair Employment and Housing Commission implementing the Fair Employment and Housing Act regarding contractor nondiscrimination and compliance requirements, as set forth in Title 2, Division 4, Chapter 5, Section 8101 et seq. of the California Code of Regulations are incorporated herein by reference and made a part hereof as if set forth in full.
- b. Bidders and any sub-bidders shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- c. The Contractor shall include the nondiscrimination and compliance provisions of the clause in all subcontracts to perform work under the contract.
- d. The Contractor shall provide access to representatives of the Department of Fair Employment and Housing and the County upon reasonable notice at any time during normal business hours, but in no case less than twenty-four (24) hours notice, to such of its books, records, accounts, other sources of information and its facilities as said Department or County shall require to ascertain compliance with this clause.

### 3.43 California Labor Code.

Unless federal law applies, the Contractor and all Subcontractors shall comply with all state labor requirements applicable to public works projects, including but not limited to Labor Code sections 1720 et seq., 1770 et seq. and 1810 et seq.. Without limitation, the Contractor's and Subcontractors' obligations include the following:

a. Hours of Work:

- (1) Eight hours of labor shall constitute a legal day's work upon all work done hereunder, and the Contractor or any subcontractor under him, in the performance of the contract, shall not require more than eight hours of labor in any calendar day, or more than forty hours of labor in any calendar week, from any person employed by the Contractor in the performance of the work under this Contract, except as permitted under the provisions of Section 1815 of the Labor Code of the State of California. The Contractor shall forfeit, as penalty to the County, twenty-five dollars (\$25.00) for each worker employed by the Contractor or any subcontractor under the Contractor in the performance of the contract for each calendar day during which any worker is required or permitted to labor more than eight hours and for each calendar week during which any worker is required or permitted to labor more than forty hours, in violation of the provisions of such Labor Code.

b. Apprentice Employment:

- (1) Pursuant to the provisions of Labor Code section 1777.5, the Contractor or any subcontractor employing tradesmen in any apprenticeable occupation shall apply to the joint apprenticeship committee nearest the site of the project and which administers the apprenticeship program in that trade for a Certificate of Approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. All requirements and exceptions to those requirements set forth herein for Apprenticeship Employment are contained in Labor Code section 1777.5 and are available from the applicable Joint Apprenticeship Committee.
- (2) The Contractor and subcontractors shall make contributions to funds established for the administration of the apprenticeship programs if the Contractor or subcontractors employ registered apprentices or journeymen in any apprenticeable trade on such contracts and if other contractors on the project site are making such contributions.
- (3) The Contractor and subcontractors shall comply with the requirements of Labor Code sections 1777.5 and 1777.6 in the employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

c. Wage Rates:

- (1) Pursuant to the provisions section 1770 et seq. of the Labor Code, the Contractor and any subcontractors shall pay each laborer or mechanic engaged in work on

the project not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. The statement of prevailing wages appearing in the General Prevailing Wage Rates, as established by the California Department of Industrial Relations, is hereby specifically referred to and by this reference is made a part of this IFB. Copies of the Prevailing Wage Scale are available at the following website: [http://www.dir.ca.gov/DLSR/statistics\\_research.html#PWD](http://www.dir.ca.gov/DLSR/statistics_research.html#PWD). Those copies shall be made available to any interested party upon request. Failure to pay such prevailing wages shall subject the employer to the penalties set forth in Labor Code section 1775.

- (2) Any laborer or mechanic employed to perform work on the project which work is not covered by any of the foregoing classifications, shall be paid not less than the prevailing rate of per diem wages specified herein for the classification which most nearly corresponds to the work to be performed by such laborer or mechanic.
- (3) The foregoing specified prevailing wage rates are minimum rates only, and the Contractor or any subcontractor may pay any wage rate in excess of the applicable rate.
- (4) An error on the part of the County does not relieve the Contractor or any subcontractor from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code sections 1770 through 1775.

d. Certified Payroll: as required under the provisions of Labor Code section 1776, the Contractor and each subcontractor must keep accurate payroll records of employees on public contracts and certify these records upon request, pursuant to Section 1776 of the California Labor Code and implementing regulations set forth in Title 8, Division 1, Chapter 8, Subchapter 3, sections 16000 and 16400 through 16404 of the California Code of Regulations. Payroll records must be made available for inspection by employees, the County, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards. Accurate payroll records shall be maintained on forms provided by the Division of Labor Standards Enforcement, or alternatively, the Contractor and all subcontractors shall keep accurate payroll records containing the same information:

- (1) The payroll records shall show the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee by the Contractor or subcontractor in connection with the project.
- (2) Certified copies of all payroll records enumerated above shall be available for inspection at all reasonable hours at the principal office of the Contractor as follows:
  - (a) certified copies shall be made available or furnished to the Contractor's or subcontractor's employee or the employee's authorized representative upon request.

- (b) certified copies shall be made available for inspection or furnished upon request to a representative of the County, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations. Upon written notice from the County, the Division of Labor Standards Enforcement, or the Division of Apprenticeship Standards of the Department of Industrial Relations, the Contractor shall, within ten (10) days of such request, file with the County a certified copy of the payroll records.
  - (c) certified copies shall be made available upon request by the public for inspection or copies thereof made, provided, however, that a request by the public shall be made through either the County, the Division of Labor Standards Enforcement, or the Division of Apprenticeship Standards of the Department of Industrial Relations. The requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor and the entity through which the request was made. The public shall not be given access to the records at the principal office of the Contractor.
- (3) The Contractor shall be responsible for compliance by the Contractor's subcontractors.
- e. Subcontractors: The Contractor shall cause clauses identical to those provided in the Contract pertaining to Labor Code requirements to be included in every subcontract for work performed on the project.

#### **3.44 Governing Law, Jurisdiction and Venue.**

This IFB, or any contract awarded pursuant to this IFB, shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Jurisdiction and venue for any action brought to enforce the terms or provisions of the bid or any resulting contract, shall be in the state or federal courts situated in and for the County of San Benito, State of California.

### **SECTION 4. AWARD OF CONTRACT**

An evaluation team shall validate and evaluate all bids received. All requirements identified in this bid must be satisfied in order to ensure that a bid will qualify for consideration. The low bid will be determined by the base bid. The County reserves the right to include in the Contract, if a Contract is awarded, the base bid only, or the base bid plus any alternate bid or combinations of alternates bid.

#### **4.1 Lowest Responsible Bidder.**

In addition to considering price in determining the lowest responsive bid, consideration shall be given to additional factors, in order to determine the responsiveness of the bids and the responsibility of the bidders including, but not limited to:

- a. The quality and performance of the supplies/equipment to be provided by the bidder;
- b. The ability, capacity and skill of the bidder to perform the contract or accomplish the transaction within the time specified, without delay;

- c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- d. The quality of the bidder's performance on previous purchases by, or contracts with, the County, as demonstrated by the bidder's previous compliance with deadlines, budgets and quality of work, materials and supplies provided;
- e. The quality of the bidder's performance on previous purchases by, or contracts with other customers listed in **Attachment C** to the bid (list of customer references) or as otherwise ascertained by the County, as demonstrated by the bidder's previous compliance with deadlines, budgets and quality of work, materials and supplies provided; and
- f. The ability of the bidder to provide future maintenance, repair parts and services for the supplies/equipment provided.

#### **4.2 Award.**

The County reserves the right to:

- a. award bids received on the basis of individual items/services, or groups of items/services, or on the entire list of items/services;
- b. reject any or all bids, or any part thereof;
- c. waive any informality in the bids; and
- d. determine which bid is the lowest responsive bid, by a responsible bidder. The County's decision shall be final.

An evaluation of the bidder's ability, quality, and performance as set forth under Section "Lowest Responsible Bidder" of this bid, will be used in addition to total cost as a basis of award for any ensuing contract.

**4.3     Standard Contract.**     (N/A for IFB No. PWB-1607)

The successful bidder will enter into a contract with the County on the following standard form:

**COUNTY OF SAN BENITO**



**STATE OF CALIFORNIA**

THIS CONTRACT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, between the County of San Benito, a political subdivision of the State of California, hereinafter referred to as County, and \_\_\_\_\_, hereinafter referred to as Contractor.

WHEREAS, the County of San Benito heretofore caused plans and specifications for the work hereinafter mentioned to be prepared, and thereafter did approve and adopt said plans and specifications; and

WHEREAS, the County of San Benito did cause to be noticed for the time and in the manner required by law a Notice inviting sealed bids for the performance of said work; and

WHEREAS, the Contractor, in response to such Notice, submitted to the Board of Supervisors of said County of San Benito within the time specified in said Notice, and in the manner provided for therein, a sealed bid for the performance of the work specified in said plans and specifications, which said bid and proposal, and the other bids and proposals submitted in response to said Notice, the Governing Board of County of San Benito publicly opened and canvassed in the manner provided by law; and

WHEREAS, the Contractor was the lowest responsive, responsible bidder for the performance of said work, and the County of San Benito, as a result of the canvass of said bids, did determine and declare the Contractor to be the lowest responsive, responsible bidder for the work and awarded to it a contract therefore.

NOW, THEREFORE, in consideration of the above, it is mutually agreed between the parties hereto as follows:

1. The CONTRACTOR will commence and complete the construction of the following public work project:

**COUNTY WORK TRUCKS – PWB-1607**

2. The CONTRACTOR shall do all of the work and furnish all of the materials, supplies, tools, equipment, labor, and other services necessary to construct and complete in a good, workmanlike and substantial manner and to the COUNTY'S satisfaction, the project as described in the Invitation for Bids package, including all of the CONTRACT DOCUMENTS.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within \_\_\_\_\_ calendar days after the date of the Notice To Proceed and will complete the same within \_\_\_\_\_ calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \_\_\_\_\_ (\$\_\_\_\_\_).
5. The term "CONTRACT DOCUMENTS" means and includes the following, all of which documents are incorporated herein by reference:
  - a. INVITATION FOR BIDS "THE BID PACKAGE" INCLUDING BUT NOT LIMITED TO THE FOLLOWING:
    - (1) INVITATION FOR BIDS
    - (2) INSTRUCTIONS FOR SUBMITTING BIDS
    - (3) GENERAL TERMS AND CONDITIONS
    - (4) AWARD OF BID
    - (5) SPECIFICATIONS AND REQUIREMENTS
    - (6) ADDENDA:  
No.\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_.      No.\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_.
  - b. THE ACCEPTED BID/PROPOSAL INCLUDING BUT NOT LIMITED TO THE FOLLOWING:
    - (1) SIGNATURE SHEET
    - (2) BID COST SHEET
    - (3) REFERENCE LIST
    - (4) SUBCONTRACTOR LIST
    - (5) NON-COLLUSION DECLARATION
  - c. NOTICE OF AWARD
  - d. CONTRACT, SIGNED BY THE COUNTY AND THE CONTRACTOR
  - e. PERFORMANCE BOND
  - f. PAYMENT BOND
  - g. NOTICE TO PROCEED
  - h. FUTURE CHANGE ORDERS

All CONTRACT DOCUMENTS are intended to cooperate, so that any work called for in one and not mentioned in another is to be executed the same as if mentioned in all. However, should there be any conflict between the terms of this instrument and the CONTRACTOR'S bid or proposal, then this instrument shall control. Where the specific terms and conditions in any of the referenced CONTRACT DOCUMENTS conflict with general terms and conditions in any referenced CONTRACT DOCUMENTS, the more specific terms and conditions shall be deemed to control. However, the general terms and conditions in any referenced CONTRACT DOCUMENTS shall



remain in full force and effect, to the extent they do not conflict with the specific terms and conditions in any referenced CONTRACT DOCUMENTS.

6. The COUNTY will pay to the CONTRACTOR in the manner and at such times set forth in the CONTRACT DOCUMENTS such amounts as required by the CONTRACT DOCUMENTS.
7. In lieu of the COUNTY retaining a portion of progress payments due the CONTRACTOR, the CONTRACTOR may elect to deposit qualifying securities equivalent to the amount to be withheld. Upon such deposit under an escrow agreement substantially in the form specified in section 22300(e) of the Public Contracts Code, the funds shall be released.
8. Eight hours of labor shall constitute a legal day's work, and the CONTRACTOR or any subcontractor under him, in the performance of the contract, shall not require more than eight hours of labor in any calendar day, or more than forty hours of labor in any calendar week, from any person employed by the CONTRACTOR in the performance of the work under this Contract, except as permitted under the provisions of Section 1815 of the Labor Code of the State of California. The CONTRACTOR shall forfeit, as penalty to the County, twenty-five dollars (\$25.00) for each worker employed by the CONTRACTOR or any subcontractor under the CONTRACTOR in the performance of the contract for each calendar day during which any worker is required or permitted to labor more than eight hours and for each calendar week during which any worker is required or permitted to labor more than forty hours, in violation of the provisions of such Labor Code.
9. The Contractor and subcontractors shall comply with the requirements of Labor Code sections 1777.5 and 1777.6 in the employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
10. Pursuant to Section 1770 et seq. of the California Labor Code, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. The statement of prevailing wages appearing in the General Prevailing Wage Rates, as established by the California Department of Industrial Relations, is hereby specifically referred to and by this reference is made a part of this contract. Copies of the Prevailing Wage Scale are available at the following website: [http://www.dir.ca.gov/DLSR/statistics\\_research.html#PWD](http://www.dir.ca.gov/DLSR/statistics_research.html#PWD). Those copies shall be made available to any interested party upon request. Failure to pay such prevailing wages shall subject the employer to the penalties set forth in Labor Code section 1775. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage rate shall be paid to each worker by the CONTRACTOR or subcontractor. An error on the part of the COUNTY does not relieve the CONTRACTOR or any subcontractor from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code sections 1770 through 1775.
11. The CONTRACTOR and each subcontractor must keep accurate payroll records of employees on public contracts and certify these records upon request, pursuant to Section 1776 of the California Labor Code and implementing regulations set forth in Title 8, Division 1, Chapter 8, Subchapter 3, sections 16000 and 16400 through 16404 of the California Code of Regulations. Payroll records must be made available for inspection by employees, the County, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards. The CONTRACTOR shall be responsible for compliance by the CONTRACTOR'S subcontractors.

12. The CONTRACTOR shall be subject to the examination and audit of the State auditor, at the request of the County or as part of any audit of the County, for a period of three (3) years after final payment under the contract.
13. During the performance of this Contract, the CONTRACTOR agrees as follows:
- a. During the performance of this Contract, the CONTRACTOR and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability, medical condition (cancer related), marital status, pregnancy, age (over 18), sex, sexual orientation, veteran's status or any other non-merit factor unrelated to job duties. The CONTRACTOR and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
  - b. The CONTRACTOR shall, in all solicitations or advertisements for employees by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, sex, sexual orientation, age (over 18), veteran status, or any other non-merit factor unrelated to job duties.
  - c. The CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Contract.
14. The CONTRACTOR offers and agrees to assign to the COUNTY all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to this CONTRACT. This assignment shall be made and become effective at the time the COUNTY tenders final payment to the CONTRACTOR, without further acknowledgment by the parties.
15. This CONTRACT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
16. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said CONTRACTOR, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said bid or proposal conflicting herewith.
17. The following individuals are the parties CONTRACT Administrators:

COUNTY'S Contract Administrator:

Name: Brent Barnes  
Title: RMA Director  
Address: 2301 Technology Pkwy.  
Hollister, CA 95023  
Phone: 831-636-4170  
Fax: 831-636-4176  
E-mail: bbarnes@cosb.us

CONTRACTOR'S Contract Administrator:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_

This CONTRACT shall not be effective unless and until approved by a duly authorized representative of County of San Benito and approved as to legal form by the San Benito County Counsel or designee.

IN WITNESS WHEREOF, County of San Benito and the Contractor have caused this Agreement to be signed as of the day and year first above written.

**COUNTY OF SAN BENITO**

\_\_\_\_\_  
Brent Barnes, RMA Director

Date\_\_\_\_\_

**CONTRACTOR (FIRM)**

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

Date\_\_\_\_\_

\_\_\_\_\_  
Phone:\_\_\_\_\_

\_\_\_\_\_  
Fax:\_\_\_\_\_

**APPROVED AS TO LEGAL FORM:**

San Benito County Counsel's Office

\_\_\_\_\_  
Shirley L. Murphy, Deputy County Counsel

Date\_\_\_\_\_

## SECTION 5. PLANS, SPECIFICATIONS AND REQUIREMENTS

### 5.1 General Description

The specifications described below set forth the minimum requirements for the quantity and quality of work to be provided hereunder. The items to be purchased shall meet or exceed the specifications attached hereto. As used herein, the term "work" refers to the articles, equipment, materials, supplies and labor as specified, designated or otherwise required by the Invitation for Bids (IFB). Additional terms, conditions and requirements pertaining to the methods and manner of performing the work are described elsewhere in the IFB.

Except where specified to the contrary herein, all work shall be new and shall be supplied with the equipment and accessories indicated as standard equipment in manufacturer's published descriptions, owner's manuals, and other literature for said work. No advantage shall be taken by the bidder in omitting any unspecified minor article that goes into making the unit complete.

### 5.2 Specifications

The contractor will build and deliver one County Work Trucks unit the San Benito County Public Works Yard, inside the fence, located at 3220 Southside Road Hollister, CA 95023. The equipment installed shall at a minimum meet the following specifications:

### Vehicle Summary

4 Units		Required Option Codes
Model: CK35903	2016 Chevrolet Silverado	1. C7A 2. E63 3. Z85 4. YF5 5. L96 6. MYD 7. GT5 8. 1WT 9. PYT 10. QWF 11. ZY1 12. GAZ 13. AE7 14. H2Q 15. IOB 16. VYU 17. KW5 18. JL1 19. N79 20. TRW 21. UQ3 22. AYO  1200
Type:	Work Truck	40000
Description:	3500 HD	80000

1 Unit		Required Option Codes
Model: CK35903	2016 Chevrolet Silverado	1. C7A 2. E63 3. Z85 4. YF5 5. L96 6. MYD 7. GT5 8. 1WT 9. PYT 10. QWF 11. ZY1 12. GAZ 13. AE7 14. H2Q 15. IOB <b>16. PCR</b> 17. VYU 18. KW5 19. JL1 <b>20. NZZ</b> 21. N79 22. TRW <b>23. DPN</b> <b>24. A91</b> 25. UQ3 <b>26. A31</b> <b>27. AQQ</b> <b>28. DD8</b> 29. AYO
Type:	Work Truck	
Description:	3500 HD	

5.3 Plans (N/A for IFB No. PWB-1607)

The contractor will install the equipment according to the following plans:

## 5.4 Standards

### 5.4.1 Materials

All materials shall be new and of merchantable grade, free from defect. Materials, supplies, and equipment shall be in accordance with samples submitted by the Contractor and approved by the County. No substitutions shall be permitted from the original specifications, except as provided under this IFB and specifications, and unless the bidder obtains prior approval. If the item proposed differs from these specifications, the bidder shall present a specific explanation of functioning and structural characteristics for those details that differ from the specifications listed herein.

### 5.4.2 Performance

Installation shall be tested by contractor and provide affirmative results to County.

### 5.4.3 Approved Equals

Request for approved equals shall be supported by complete technical documentation which shall include descriptive literature, pictures of the proposed equal, and instructions for operations.

## 5.5 Submittals

Bidder shall:

- Submit manufacturer's statement of certification that materials meet or exceed these specifications.
- Submit brochures of proposed equipment.
- Submit drawing of proposed installation showing key components.

## 5.6 Delivery and Storage

Delivery and storage of all equipment and materials shall be the responsibility of the contractor.

## 5.7 Warranty

Contractor shall warrant all work and materials for a period of one (1) year unless otherwise specified.

## 5.8 Products

Diesel Generator, transfer switch and all associated wiring and labor.

## 5.9 Contractor \_\_\_\_ (N/A for IFB No. PWB-1607)

**The Contractor shall be a licensed \_\_\_\_\_ Contractor in the State of California.**

They shall have a minimum of five (5) years practical experience and successful history in the field of \_\_\_\_\_. Upon request, they shall substantiate this requirement by furnishing a written list of references.

## 5.10 Prevailing Wage

- a. Pursuant to the provisions section 1770 *et seq.* of the Labor Code, the Contractor and any subcontractors shall pay each laborer or mechanic engaged in work on the project not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. The statement of prevailing wages appearing in the General Prevailing Wage Rates, as established by the California Department of Industrial Relations, is hereby specifically referred to and by this reference is made a part of this IFB. Copies of the Prevailing Wage Scale are available at the following website: [http://www.dir.ca.gov/DLSR/statistics\\_research.html#PWD](http://www.dir.ca.gov/DLSR/statistics_research.html#PWD). Those copies shall be made available to any interested party upon request. Failure to pay such prevailing wages shall

subject the employer to the penalties set forth in Labor Code section 1775.

- b. Any laborer or mechanic employed to perform work on the project which work is not covered by any of the foregoing classifications, shall be paid not less than the prevailing rate of per diem wages specified herein for the classification which most nearly corresponds to the work to be performed by such laborer or mechanic.
- c. The foregoing specified prevailing wage rates are minimum rates only, and the Contractor or any subcontractor may pay any wage rate in excess of the applicable rate.
- d. An error on the part of the County does not relieve the Contractor or any subcontractor from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code sections 1770 through 1775.

5.11 License

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Register, Contractors' State License Board, 9821 Business Park Drive, Post Office Box 26000, Sacramento, California 95826. At all times during the performance of this contract, the Contractor shall possess a current and valid business license issued by the State of California and shall comply with all terms and conditions of such license.

**ATTACHMENT A  
SIGNATURE SHEET**

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

Name of Individual/Company: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Contractor Tax ID#: [ ][ ] - [ ][ ][ ][ ][ ][ ][ ][ ][ ][ ] \*

Contractor's License #: \_\_\_\_\_ Type: \_\_\_\_\_  
(as applicable)

Contractor Does Business As:      ☐ Individual      ☐ Partnership      ☐ Corporation  
   ☐ Government      ☐ Fiduciary      ☐ Other

Contractor is a:      ☐ Resident      ☐ Non-Resident of California

1) Is your firm authorized to do business in the State of California?      ☐ Yes   ☐ No

2) Is your firm a State of California registered small business?      ☐ Yes   ☐ No

3) Local Business   ☐ Yes   ☐ No

4) This firm has been in continuous business under the present name for \_\_\_\_\_ years.

5) Annual sales volume: \_\_\_\_\_

6) Net worth of business: \$ \_\_\_\_\_

\* A completed W9 Taxpayer form will be required from an awarded vendor not on the County's vendor list.

Signature of Authorized Official: \_\_\_\_\_

Name/Title of Authorized Official: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**THIS ATTACHMENT MUST BE COMPLETED AND RETURNED WITH BID**



# ATTACHMENT B BID COST SHEET

The undersigned offers and agrees to furnish all work, materials, equipment or incidentals which are subject to this IFB at the prices stated, and in conformance with all plans, specifications, requirements, conditions and instructions of County of San Benito Invitation for Bid, IFB No. PWB-1607.

I/We agree that the prices stated herein will be firm for ninety (90) calendar days from the Bid Submittal Deadline.

Item	Qty (Unit)	Description (Model, Manufacturer, Material, etc..)	Unit Price	Tax 8.5%	Total
2016 Chevrolet Silverado	4	3500 HD 4WD Reg Cab 133.6" wb Work Truck			
2016 Chevrolet Silverado	1	3500 HD 4WD Reg Cab 133.6" wb Work Truck (Additional Options)			
Discount					
<b>GRAND TOTAL</b>				\$	

Total price in words: \_\_\_\_\_

Acknowledge receipt of addenda: # \_\_\_\_\_ Date: \_\_\_\_\_

# \_\_\_\_\_ Date: \_\_\_\_\_

A. Brand and Model offered, delivered F.O.B. Destination: \_\_\_\_\_

B. Any exception to, or deviation from, specifications, conditions, or requirements as noted in this invitation:

Check One: ☐ None ☐ Detailed Statement Attached

C. Warranty offered: Full explanation of standard parts and labor warranty, and duration (copy of warranty form must be attached).

\_\_\_\_\_

D. Statement and full explanation of any optional extended warranties or maintenance agreements available, with costs:

\_\_\_\_\_

E. Name and address of nearest authorized services to San Benito County:

\_\_\_\_\_

- F. Guaranteed maximum response time to non-scheduled service calls will be \_\_\_\_\_ hours.
- G. Delivery: All equipment will be delivered and fully operational within \_\_\_\_\_ calendar days after notice of award.
- H. Cash discount offered for prompt payment: \_\_\_\_\_%, 30 days
- I. The item offered is composed of \_\_\_\_\_% recycled materials. Of this total, \_\_\_\_\_% is post-consumer waste.
- J. Complied with all specifications, requirements, terms and conditions of this Invitation for Bids?  
☐ Yes      ☐ No
- K. Is a Solid Waste Diversion Plan needed for these services?  
☐ Yes      ☐ No      ☐ Not Applicable

A "no" answer requires a detailed explanation giving reference to all deviations to be submitted on company letterhead in attachment form. All exceptions must reference the IFB paragraph and section number followed by an explanation

Executed in \_\_\_\_\_, California, on \_\_\_\_\_, 2015

Signature \_\_\_\_\_ Title \_\_\_\_\_

Print Name \_\_\_\_\_

Name of Company \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Date \_\_\_\_\_

Email Address \_\_\_\_\_

I declare under penalty of perjury that I have not been a party with any other Bidder to offer a fixed cost in conjunction with this Invitation for Bid.

**THIS ATTACHMENT MUST BE COMPLETED AND RETURNED WITH BID**

**ATTACHMENT C  
REFERENCE LIST**

1) NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
P.O. Box/Street City State Zip

CONTACT PERSON/TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

DOLLAR AMOUNT OF CONTRACT: \_\_\_\_\_

DATE AND SERVICES PROVIDED: \_\_\_\_\_

2) NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
P.O. Box/Street City State Zip

CONTACT PERSON/TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

DOLLAR AMOUNT OF CONTRACT: \_\_\_\_\_

DATE AND SERVICES PROVIDED: \_\_\_\_\_

3) NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
P.O. Box/Street City State Zip

CONTACT PERSON/TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

DOLLAR AMOUNT OF CONTRACT: \_\_\_\_\_

DATE AND SERVICES PROVIDED: \_\_\_\_\_

**THIS ATTACHMENT MUST BE COMPLETED AND RETURNED WITH BID**

**ATTACHMENT D  
SUBCONTRACTOR LIST**

**SUBCONTRACTOR NO. 1 - COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_ **TELEPHONE NUMBER:** \_\_\_\_\_

**AMT. OF CONTRACT:** \_\_\_\_\_ **DATE AND TYPE OF SERVICE** \_\_\_\_\_

**SUBCONTRACTOR NO. 2 - COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_ **TELEPHONE NUMBER:** \_\_\_\_\_

**AMT. OF CONTRACT:** \_\_\_\_\_ **DATE AND TYPE OF SERVICE** \_\_\_\_\_

**SUBCONTRACTOR NO. 3 - COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_ **TELEPHONE NUMBER:** \_\_\_\_\_

**AMT. OF CONTRACT:** \_\_\_\_\_ **DATE AND TYPE OF SERVICE** \_\_\_\_\_

**SUBCONTRACTOR NO. 4 - COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_ **TELEPHONE NUMBER:** \_\_\_\_\_

**AMT. OF CONTRACT:** \_\_\_\_\_ **DATE AND TYPE OF SERVICE** \_\_\_\_\_

**SUBCONTRACTOR NO. 5 - COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**E-MAIL:** \_\_\_\_\_ **TELEPHONE NUMBER:** \_\_\_\_\_

**AMT. OF CONTRACT:** \_\_\_\_\_ **DATE AND TYPE OF SERVICE** \_\_\_\_\_

**THIS ATTACHMENT MUST BE COMPLETED AND RETURNED WITH BID**

**ATTACHMENT E  
NON-COLLUSION DECLARATION**

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID:

I, \_\_\_\_\_, am the  
Name

\_\_\_\_\_ of \_\_\_\_\_,  
Position/Title Company Name

the party making the foregoing Bid that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid; and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**THIS ATTACHMENT MUST BE COMPLETED AND RETURNED WITH BID**