

## Attachment E - Sample Bid Forms

### **BIDDER'S AFFIDAVIT OF NON-COLLUSION SUBMITTED WITH BID**

\_\_\_\_\_, [*Contractor*] hereby declares that:

He or she is \_\_\_\_\_ [*title/position*] of \_\_\_\_\_, [*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 or 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.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name/Signature

Public Contract Code section 7106  
Code of Civil Procedure section 2015.5

END OF BIDDER'S AFFIDAVIT OF NON-COLLUSION SUBMITTED WITH BID





BID PROPOSAL CERTIFICATE  
(if Joint Venture)

STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF )

I HEREBY CERTIFY that a meeting of the Principals of the \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ a joint venture existing under the laws of the State of \_\_\_\_\_, held  
on \_\_\_\_\_, 20\_\_\_\_, the following resolution was duly passed and adopted:

“RESOLVED, that \_\_\_\_\_, as  
\_\_\_\_\_ of the joint venture, be and is hereby authorized to  
execute the Bid Proposal dated \_\_\_\_\_, 20\_\_\_\_, for the \_\_\_\_\_  
\_\_\_\_\_ project, in the City of Petaluma, and  
that his/her execution thereof, attested by the \_\_\_\_\_ shall be the  
official act and deed of this Joint Venture.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_, day of  
\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Managing Partner

(SEAL)



**PROPOSAL**

To the City Council of the City of Petaluma:

The undersigned declares that he/she has carefully examined the location of the proposed work, that he/she has examined the plans and specifications, and read the accompanying instructions to bidders, and hereby proposes to furnish all materials and do all the work required to complete the said work in accordance with said plans, specifications, and special provisions for the unit or lump sum prices set forth in the attached Bid Schedule.

It is understood and agreed that the undersigned shall complete the work of the contract within the time provided for in the Contract Documents and Specifications governing said work.

If awarded the contract, the undersigned hereby agrees to sign said contract and to furnish the necessary bonds, insurance certificates and agreements within five (5) working days after receipt of Notice of Award of said contract from the City.

The undersigned has examined the location of the proposed work and is familiar with the plans, specifications and other contract documents and the local conditions at the place where the work is to be done.

The undersigned has checked carefully all the figures on the attached Bid Schedule and understands that the City will not be responsible for any errors or omissions on the part of the undersigned in making up the bid.

Enclosed find bidder's bond, certified check, or cashier's check no. \_\_\_\_\_ of the \_\_\_\_\_ (Company) (Bank) for \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

This project requires a Class \_\_\_\_\_ California State Contractor's License.

Contractor's License No.: \_\_\_\_\_ License Class: \_\_\_\_\_

Expiration Date of Contractor's License: \_\_\_\_\_

This project requires registration with the California State Department of Industrial Relations.

Public Works Contractor Registration No. \_\_\_\_\_

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

A bid submitted to a public agency by a contractor who is not licensed and not registered shall be considered non-responsive and shall be rejected by the public agency. The undersigned contractor declares that the contractor's license number, public work contractor registration number, and expiration dates stated herein are made under penalty of perjury under the laws of the State of California.

Contractor: \_\_\_\_\_

Signed by: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

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

Email: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SAMPLE

END OF PROPOSAL

**BID SCHEDULE**

**\*Insert Project Name Here\***

Item No.	Description	Unit	Qty	Unit Price	Total Price
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

**Base Bid** \$ \_\_\_\_\_

\*Note: In case of error in extension of price into the total price column, the unit price will govern.

Total Amount of Bid (written in words) is: _____
_____ Dollars and
_____ Cents.
In the event of discrepancy between words and figures, the words shall prevail.
\$ _____
Figures

Note: **The award of the contract shall be awarded to the lowest price of the base bid.**

\_\_\_\_\_  
Address of Bidder

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
City

\_\_\_\_\_  
Name of Bidder (Print)

\_\_\_\_\_  
Telephone Number of Bidder

\_\_\_\_\_  
Fax Number of Bidder

\_\_\_\_\_  
Contractor's License Number

\_\_\_\_\_  
License's Expiration Date

**Addendum Acknowledgement**

Addendum No. 1    Signature Acknowledging Receipt: \_\_\_\_\_    Date: \_\_\_\_\_  
\_\_\_\_\_

Addendum No. 2    Signature Acknowledging Receipt: \_\_\_\_\_    Date: \_\_\_\_\_  
\_\_\_\_\_

Addendum No. 3    Signature Acknowledging Receipt: \_\_\_\_\_    Date: \_\_\_\_\_  
\_\_\_\_\_

Addendum No. 3    Signature Acknowledging Receipt: \_\_\_\_\_    Date: \_\_\_\_\_  
\_\_\_\_\_



SAMPLE

END OF LIST OF SUBCONTRACTORS

**LIST OF MATERIAL SUPPLIERS AND MATERIAL GUARANTEE**

The bidder is required to name the make and supplier of the material items listed below to be furnished under these specifications. The bidder shall name a manufacturer for each item and the supplier of the item if the supplier is not the manufacturer. The naming of more than one supplier for a single item or naming a supplier followed by the words "or equal" will not be acceptable. Substitution of any listed supplier following submission of this form with the Bid shall only be permitted as authorized by the Engineer pursuant to Section 6.3 of the General Conditions.

Failure to complete this form and submit it with the bid proposal may cause the proposal to be rejected as being incomplete and not responsive to the solicitation.

<b>Item</b>	<b>Supplier &amp; Manufacturer</b>	<b>Address</b>

**MATERIAL GUARANTEE**

In addition to completion of the list of material suppliers on the Material Suppliers form, the bidder may be required to furnish prior to award of contract, a complete statement of the origin, composition and manufacturer of any or all materials to be used in the construction of the work, together with samples, which samples may be subjected to test, provided for in these specifications or in the Special Provisions to determine their quality and fitness for the work.

END OF  
LIST OF MATERIAL SUPPLIERS AND MATERIAL GUARANTEE

**QUESTIONNAIRE AND FINANCIAL ASSURANCE STATEMENT**

The following statements as to experience and financial qualifications of the Proposer are submitted in conjunction with the proposal as a part thereof, and the truthfulness and accuracy of the information is guaranteed by the Proposer.

The Proposer has been engaged in the contracting business under the present business for \_\_\_\_\_ years. Experience in work of a nature similar to that covered in the proposal extends over a period of \_\_\_\_\_ years.

The Proposer, as a contractor, has never failed to satisfactorily complete a contract awarded to contractor, except as follows:

---

---

---

List all claims and lawsuits presented or filed in the last five (5) years, regardless of the form, regarding any public works project:

---

---

---

The following contracts for work have been completed in the last three (3) years for the persons, firm or authority indicated and to whom reference is made:

Year	Type of Work-Size, Length and Contract Amount	Location and For Whom Performed
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The following complaints have been made against the Proposer's contractor's license within the past ten (10) years:

Date: \_\_\_\_\_ Nature of Complaint \_\_\_\_\_

---

---



## STATEMENT OF QUALIFICATIONS

**The apparent low Bidder shall submit a Statement of Qualifications as specified herein as a submittal to the City within 24 hours of the bid opening.**

- A. The following are minimum requirements for the Bidder to be found responsible to perform the Work. Bidder's compliance with the minimum qualification requirements will be measured by the experience of the supervisory personnel who will have responsible charge of the various major components of the Work. If Bidder subcontracts portions of the Work, City, in its determination of whether the minimum qualification requirements have been met, will consider the qualifications of the Subcontractor's supervisory personnel.
1. Five years experience as a continuously operating entity engaged in the performance of similar work.
  2. Experience on public works projects, with no history of default termination.
  3. Sufficient financial strength, stability and resources as measured by Bidder's equity, debt-to-assets ratio, and capability to finance the Work to be performed.
- B. Owner will notify Apparent Low Bidder in writing of any deficiencies found and will provide Bidder the opportunity to respond in writing with reasonable clarifications but will not allow any changes in the nature of Bidder as a business entity.

**SITE VISIT AFFIDAVIT  
TO BE EXECUTED  
BY BIDDER, NOTARIZED AND SUBMITTED WITH BID**

(To Accompany Bid)

State of California    )  
                                  ) ss.  
County of                )

\_\_\_\_\_, **being first duly sworn**, deposes and says that he or  
(Contractor's Authorized Representative)

she is

\_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing  
(Title of Representative)               (Contractor's Name)

bid, has visited the Site of the Work as described in the Contract and has examined and familiarized themselves with the existing conditions, as well as all other conditions relating to the construction which will be performed. The submitting of a bid shall be considered an acknowledgement on the part of the Bidder of familiarity with conditions at the site of Work. The Bidder further acknowledges that the site examination has provided adequate and sufficient information related to existing conditions which may affect cost, progress or performance of the Work.

Signature               Name of Bidder

**BID BOND**

We, \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, jointly and severally, bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Petaluma (herein called "the Owner") for the payment of the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), lawful money of the United States, which is ten (10) percent of the total amount bid by bidder to the Owner. Principal has submitted the accompanying bid for the construction of the \_\_\_\_\_ project.

If the Principal is awarded the contract and enters into a written contract, in the form prescribed by the Owner, at the price designated by his bid, and files the bonds required by the Agreement with the Owner, and carries all insurance in type and amount which conforms to the contract documents and furnishes required certificates and endorsements thereof, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Forfeiture of this bond, or any deposit made in lieu thereof, shall not preclude the Owner from seeking all other remedies provided by law to cover losses sustained as a result of the Principal's failure to do any of the foregoing.

Principal and Surety agree that if the Owner is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay the Owner's reasonable attorney's fees, witness fees and other costs incurred with or without suit.

Executed on \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
PRINCIPAL

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Any claims under this bond may be addressed to:

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

(Name and address of Surety's agent for service of process in California, if different from above)

(Telephone number of Surety's agent in California)

(Attach Acknowledgment)

\_\_\_\_\_  
SURETY

By \_\_\_\_\_  
(Attorney-in-Fact)

**NOTICE:**

No substitution or revision to this bond form will be accepted. Be sure that all bonds submitted have a certified copy of the bonding agent's power of attorney attached. Also verify that Surety is an "Admitted Surety" (i.e., qualified to do business in California), and attach proof of verification (website printout from the California Department of Insurance website (<http://www.insurance.ca.gov/docs/index.html>) or certificate from County Clerk).

END OF BID BOND

**FAITHFUL PERFORMANCE BOND**

WHEREAS, the City Council of the City of Petaluma, State of California, and \_\_\_\_\_ (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated \_\_\_\_\_, 20\_\_\_\_\_, and identified as project \_\_\_\_\_, is hereby referred to and made a part hereof; and,

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, WE, the Principal and \_\_\_\_\_, duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the City of Petaluma, hereinafter called "City," in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the United States, for payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these present. The conditions of this obligation are such that if the above-bound Principal, the Principal's heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Petaluma, its officers, agents, employees, and volunteers, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of this obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of this agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

And the said Surety, for value received, hereby stipulates and agrees that upon termination of the Contract for cause, the Obligee reserves the right to refuse tender of the Principal by the Surety to complete the Contract work.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on \_\_\_\_\_, 20\_\_\_\_\_.

PRINCIPAL

SURETY

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Number

###

NOTE: No substitution or revision to this bond form will be accepted. Be sure that all bonds submitted have a certified copy of the bonding agent's power of attorney attached. Also verify that Surety is an "Admitted Surety" (i.e., qualified to do business in California), and attach proof of verification (website printout from the California Department of Insurance website (<http://www.insurance.ca.gov/docs/index.html>) or certificate from County Clerk).

APPROVED AS TO AMOUNT:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
City Attorney

END OF FAITHFUL PERFORMANCE BOND

**LABOR AND MATERIALS BOND**

WHEREAS, the City of Petaluma, State of California, and \_\_\_\_\_ (hereinafter designated as “Principal”) have entered into an agreement whereby the Principal agrees to install and complete certain designated public improvements, which said agreements, dated \_\_\_\_\_, 20\_\_\_\_, and identified as project \_\_\_\_\_, is hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Petaluma, to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said Principal and the undersigned, duly authorized to transact business under the laws of the State of California, as corporate surety, are held firmly bound unto the City of Petaluma, and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code of the State of California, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

THE SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying the same shall in any

manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and surety above named, on \_\_\_\_\_, 20\_\_\_\_\_.

PRINCIPAL

SURETY

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Phone

###

NOTE: No substitution or revision to this bond form will be accepted. Be sure that all bonds submitted have a certified copy of the bonding agent's power of attorney attached. Also verify that Surety is an "Admitted Surety" (i.e., qualified to do business in California), and attach proof of verification (website printout from the California Department of Insurance website (<http://www.insurance.ca.gov/docs/index.html>) or certificate from County Clerk)..

APPROVED AS TO AMOUNT:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
City Attorney

END OF LABOR AND MATERIALS BOND

## MAINTENANCE BOND

WHEREAS, the City Council of the City of Petaluma (“City”) and \_\_\_\_\_, (hereinafter designated as “Principal”) have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which said agreement, dated \_\_\_\_\_, 20\_\_\_\_\_, and identified as project \_\_\_\_\_, is hereby referred to and made a part hereof; and,

WHEREAS, said Principal is required under the terms of said contract to furnish a maintenance bond for the correction of any defects due to defective materials or workmanship in the work performed under said agreement.

NOW, THEREFORE, we the Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto the City of Petaluma in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that if, during a maintenance period of one (1) year from the date of acceptance of the contracted work, the Principal upon receiving written notice of a need for repairs which are directly attributable to defective materials or workmanship, shall diligently take the necessary steps to correct said defects within seven (7) days from the date of said notice, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

As part of this obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney’s fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of this agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on \_\_\_\_\_, 20\_\_\_\_\_.

PRINCIPAL

SURETY

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Phone Number

###

NOTE: No substitution or revision to this bond form will be accepted. Be sure that all bonds submitted have a certified copy of the bonding agent's power of attorney attached. Also verify that Surety is an "Admitted Surety" (i.e., qualified to do business in California), and attach proof of verification (website printout from the California Department of Insurance website (<http://www.insurance.ca.gov/docs/index.html>) or certificate from County Clerk).

APPROVED AS TO AMOUNT:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
City Attorney

END OF MAINTENANCE BOND

