

**BERRYESSA UNION SCHOOL DISTRICT
PURCHASING DEPARTMENT**

1376 Piedmont Road
San Jose, CA 95132
(408) 923-1871 (ph)
(408) 926-8329 (fax)

**REQUEST FOR PROPOSAL
RFP 02-2022-23
WIDE AREA NETWORK (WAN) SERVICES**

DUE: Before 10:00 a.m. on Friday, MARCH 24, 2023

INTRODUCTION

The Berryessa Union School District invites vendors to submit proposals in accordance with the terms and conditions of this Request for Proposal (RFP). This RFP details the services being sought, requirements, and evaluative criteria for upgrading the existing capacity of the wide area network (WAN) to all District locations and requests a response from all prospective vendors, including pricing and service descriptions.

A Form 470 has been filed with the Schools and Library Division for E-Rate Year 2023 requesting proposals for digital transmission services.

Year 2023 Form 470 Application #230023082 WAN SERVICES

The Berryessa Union School District's Mission Statement is "*Berryessa Union School District provides all students the skills to become lifelong learners and successful 21st century global citizens.*" With its increasing use of technology in instruction, the District has determined that our current service levels may not be enough to meet our needs in some locations. The District may wish to: (1) enter into a multi-year contract with an eligible provider, (2) extend or amend existing contracts, or (3) may elect to take no action on responses received.

All respondents must provide their SPIN Number with submission of their proposal.

The Berryessa Union School District is dependent upon E-Rate, CTF, and District funding to acquire the services requested in this Request for Proposal. All respondents must participate in both E-Rate and CTF and any agreement which might lead to a commitment of funds on the part of the District can be voided if either E-Rate or CTF funds become unavailable. All responses should be based on costs BEFORE E-Rate and CTF discounts are applied. All proposals submitted must contain both contracted costs including any and all equipment and one-time set up or construction charges and the recurring month-to-month costs.

I BACKGROUND INFORMATION

Berryessa Union School District is a public K-8 school district operating ten elementary and three middle schools. The District is located in the sloping northeastern foothills of the Silicon Valley in San Jose, California. The District serves a community of approximately 45,000 homes and has approximately 6,100 students enrolled in Kindergarten thru Eighth Grade. Challenging educational programs and a strong commitment to excellence produce high pupil achievement. As such, we are constantly striving to fill District needs in the most cost-effective manner to obtain the best combination of product, quality, price, and service.

This request for proposal does not commit the Berryessa Union School District to award a contract, to pay for any costs incurred in the preparation of a proposal, or to procure or contract the services or supplies. The Berryessa Union School District reserves the right to accept or reject any or all proposals received as a result of the request, to negotiate with any qualified source, or to cancel in part or in its entirety the Request for Proposals if it is in the best interest of the Berryessa Union School District. The District may require the firm selected to participate in negotiations, and to permit such price, technical or other revision of their proposals as may result from said negotiations. The selected firm's proposal will be submitted to the Board of Trustees for consideration of award. The decision of the Board is final.

A. WAN NETWORK CURRENT SERVICE LEVEL

LOCATION	ADDRESS	CURRENT CAPACITY
DISTRICT OFFICE	1376 Piedmont Road SJ CA 95132	4 Gbps
BROOKTREE ELEMENTARY	1781 Olivetree Drive SJ CA 95131	1 Gbps
CHERRYWOOD ELEMENTARY	2550 Greengate Drive SJ CA 95132	1 Gbps
LANEVIEW ELEMENTARY	2095 Warmwood Lane SJ CA 95132	1 Gbps
MAJESTIC WAY ELEMENTARY	1855 Majestic Way SJ CA 95132	1 Gbps
MORRILL MIDDLE SCHOOL	1970 Morrill Avenue SJ CA 95132	2 Gbps
NOBLE ELEMENTARY	3466 Grossmont Drive SJ CA 95132	1 Gbps
NORTHWOOD ELEMENTARY	2760 East Trimble Road SJ CA 95132	1 Gbps
PIEDMONT MIDDLE	955 Piedmont Road SJ CA 95132	2 Gbps
RUSKIN ELEMENTARY	1401 Turlock Lane SJ CA 95132	1 Gbps
SIERRAMONT MIDDLE	3155 Kimlee Drive SJ CA 95132	2 Gbps
SUMMERDALE ELEMENTARY	1100 Summerdale Drive SJ CA 95132	1 Gbps
TOYON ELEMENTARY	995 Bard Street SJ CA 95127	1 Gbps
VINCI PARK ELEMENTARY	1311 Vinci Park Drive SJ CA 95131	1 Gbps

NEW SERVICE REQUESTED	1-Gbps	
BIRCHWOOD ELEMENTARY	3435 Birchwood Lane SJ CA 95132	NEW

B. RFP SERVICES REQUESTED

The Berryessa Union School District requests proposals for a wide area network (WAN) upgrade. The District currently is operating a wide area network with digital transmission service at Fourteen (14) locations and wish to add another location at 1Gbps to our Network for a total of Fifteen (15) locations.

The existing contract with AT&T for WAN Ethernet Services expires June 30, 2023.

- A. The Santa Clara County Office of Education (SCCOE) currently provides the District with internet access and all compliant filters through a Dark Fiber connection. The service handoff will connect to the District's Brocade equipment at each site's MDF.
- B. The vendor shall deliver the requested bandwidth at each school to the District's data center on a full availability basis, 24/7.
- C. The District will need to be able to differentiate between the various campuses in terms of traffic flow. The vendor must describe in detail how this will work in their proposal.
- D. The vendor shall specify a network that is a managed solution and the vendor will provide all necessary hardware and software accordingly. As part of the proposal, the vendor shall make known the space requirements for installed equipment at sites and the District Office. Network outage resolution shall be coordinated with the district's Technology Services department.
- E. The vendor shall describe any reporting systems available to the district to track utilization, outages, jitter, latency, etc., for each provided connection.
- F. The vendor must provide easy access to help desk and repair services. A clear, documented procedure must be defined for problem escalation with appropriate response times delineated in the proposal. The vendor will provide critical alerts to BUSD Technology Services contacts via email, and notification of service outages via telephone to BUSD Technology Services contacts along with status and estimated time for restoral (ETR). This alert service will be maintained for the duration of the contract.
- G. The circuits shall be capable of carrying multiple protocols such as IP data, VoIP telephone, streaming digital video, teleconferencing, etc. Jitter and latency must be within industry-accepted limits for typical services of these types. The WAN must support Quality of Service (QoS) implemented by BUSD between endpoints.
- H. All equipment, including but not limited to: layer 3 switches, cabling, connectors, etc., necessary to provide this connectivity shall operate with the electrical capacity provided by a dedicated 20 amp service per equipment rack. Each endpoint must be connected to the district provided Uninterruptible Power Supply (UPS) to ensure operation during a local power failure. The vendor shall provide power requirements for all equipment.
- I. Currently BUSD's MDF's have either 4-post or two-post racks in each location with a minimum of 3U of available rack space for vendor equipment. The vendor is responsible for providing any additional racks or hardware required for mounting vendor equipment.
- J. The network must be fully operational by July 1, 2023. The term "fully operational" is defined as error free network connectivity at the specified data rates, delivered to all sites without failures for at least 72 hours. Vendor must provide certification reports of data rate, jitter, latency, and interface error metrics for each endpoint.
- K. Contract must provide cancellation of services without financial penalties if a school is closed during the contract time. District may cancel services to a school without penalties after a 30-day notice to vendor.

C. LENGTH OF CONTRACT REQUESTED

District requests a contract for One (1) Year with the option to extend for an additional Two (2) One-Year terms

D. SERVICE PROVIDER REQUIREMENTS:

1. Service Provider must provide a valid SPIN at the time the bid is submitted, and the SPIN must be included in the response documentation.
2. Service Providers must have a current FCC Red Light Display System Status of Green.
3. Service Providers must demonstrate a minimum of 5 years of experience in K-12 education or city/county government markets.
4. Service Providers must demonstrate a minimum of 5 years of E-Rate Category 1 Internet Access or WAN with Switched Ethernet experience.
5. The Service Provider is able to begin providing services by July 1, 2023.
6. The **Berryessa Union School District** may elect either the Billed Entity Reimbursement or Service Provider method of invoicing.

II. GENERAL INSTRUCTIONS AND CONDITIONS

A. GENERAL INSTUCTIONS

1. The RFP will be awarded to the most responsive, responsible respondent. Responsiveness to the RFP will be established only if the RFP meets the following requirements.
2. DUE DATE: All information requested must be completed and submitted before 10:00 am on Friday March 24, 2023. If the required information is not submitted in a timely manner, the proposal will be deemed non-responsive. One original and two (2) copies of the RFP shall be submitted. Proposals are due to Bonny S Gregorius, Purchasing Manager, Berryessa Union School District, 1376 Piedmont Road, San Jose, CA 95132 before 10:00 am Friday March 24, 2023. Proposals will not be publicly opened but the names of each respondent will be read.
3. PROPOSAL FORM: All RFPs must be signed and sealed in the form intended by the respondent. The sealed envelope must be marked "RFP 02-2022-23, Wide Area Network Services". This sealed proposal must be submitted at vendor's expense to the Berryessa Union School District before the time and date listed. Late proposals will not be accepted. No oral, telephonic, telegraphic or facsimile responses to the Request for Proposals, or modifications of any proposal will be considered. Signature indicates agreement to comply with all terms, conditions, requirements and instructions of this proposal as stated or implied herein. Signature indicates agreement to furnish the proposed materials, supplies, products, equipment and/or services in strict accordance with the conditions, requirements, and specifications herein. Any alteration or erasure by the vendor in this proposal may constitute cause for rejection.
4. COMPLETE RESPONSE: Vendors must respond in each and every area as specified in the RFP documents, such as implementation, pricing, integration, timing, etc. When more than one solution is offered, each must be completed, and the proposal must be returned in its entirety. Each

participating vendor shall provide all of the information requested and any additional information, alternatives needed for a clear understanding of how all services are proposed to be performed. Accuracy of the proposal is the responsibility of the vendor.

5. **PRICES:** All prices must be FOB Berryessa Union School District, 1376 Piedmont Road, San Jose, CA 95132. Pricing shall not include any tax, but all taxes and fees shall be listed and identified. Prices shall remain firm for 180 days. If prices decrease during the term of this contract, the successful vendor must notify the District of the lower prices so that all subsequent orders will reflect accurate pricing.
6. **PROCESS:** This process is a Request for Proposal/Evaluation/Competitive Negotiation process in accordance with Public Contract Code 20118 and 20118.1. The District reserves the right to negotiate on any or all components of each proposal submitted. From the time the proposals are submitted until the formal award of a contract, each proposal is considered a working document and as such will be kept confidential. The negotiation discussions will be held as confidential as well until such time as the award is completed.
7. **ALTERNATE PROPOSALS:** Each respondent may submit alternate configuration or solutions. If a respondent submits alternate solutions, all information required in the Proposal submission requirements shall be submitted for each alternate solution proposed.
8. **SUBCONTRACTOR REQUIREMENTS:** Any subcontractors performing services against this agreement must be fully listed and detailed in the proposal submitted by vendor. State any work proposed to be provided by a subcontractor, and provide evidence of each subcontractor's capability and willingness to carry out the work. For each proposed subcontractor, include firm name and address, management contact person, and complete description of work to be subcontracted. Include descriptions information concerning subcontractor's organization and abilities.

Vendor hereby agrees to bind every subcontractor by the terms and conditions of this agreement as far as such terms and conditions are application to the subcontractor(s) work. If vendor subcontracts any part of this agreement/contract, vendor shall be as fully responsible to the District for acts and omissions of his subcontractor and of persons either directly or indirectly employed by contractor. Nothing contained in these contract documents shall create any contractual relation between any subcontractor and the District.

9. **REQUIRED FINGERPRINTS:** The District has determined under Education Code section 45125.1, subdivision (c) that in performing services pursuant to this Agreement, Contractor's employees may have contact with pupils. As required under Education Code section 45125.1, subdivision (a), Contractor shall require their employees who will provide services pursuant to this Agreement to submit their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice in order to conduct a criminal background check to determine whether such employees have been convicted of or have charges pending for a felony as defined under Education Code section 45122.1.

Contractor shall not permit any employee to perform services who may come in contact with pupils under this Agreement until the Department of Justice has determined that the employee has not been convicted of a felony or has no criminal charges pending for a felony as defined in Section 45122.1.

Contractor shall certify in writing to the Board of Education of the Berryessa Union School District to the attention of the Purchasing Manager of its employees who may come in contact with pupils have not been convicted of or have no criminal charges pending for a felony, as defined in Education Code section 45122.1. Those employees who have been determined by the District to have "limited contact" with pupils shall be prohibited by Contractor from contact or communicating with pupils except in the presence of a school District employee.

In the event Contractor fails to prohibit its employees who have been determined to have "limited contact" with pupils to contact or communicate with pupils and injury results from failure to prohibit pupil communication, Contractor shall indemnify the District for any and all damages or loss that are a proximate result from Contractor's failure to prohibit pupil contact or communication.

B. PROPOSAL GENERAL CONDITIONS

1. DISTRICT CONTACT INFORMATION: All questions shall be submitted to the Purchasing Manager, Bonny S Gregorius via email at bgregorius@busd.net.

All contacts regarding this Request for Proposal during the submittal preparation and evaluation period **must** be done in **writing**.

Potential proposers must provide the District with a contact name, mailing address, phone and fax numbers and an email address for all communication during the RFP process. Answers to questions will be broadcast to all Vendors who are planning to submit a proposal.

The last day to submit questions via email is Friday March 3 2023 before 4:00pm.

In the event that a Vendor has contact with any official, employee or representative of the Berryessa Union School District in any manner contrary to the above requirements, said firm may be disqualified from further consideration.

2. CLARIFICATIONS: All participating vendors shall agree to comply with all of the conditions, requirements and instructions of this proposal as stated or implied herein. Should the District omit anything from this proposal which is necessary to a clear understanding of its requirements, or should it appear that various instructions are in conflict, the vendor shall secure written instructions from the Purchasing Manager at least seventy-two hours prior to the time and date of the opening of the proposal.
3. ARREARS: No proposal shall be accepted from, or no purchase order shall be awarded to any person, firm or corporation that is in arrears upon any obligations to the District, or that otherwise may be deemed irresponsible or unreliable by the District.
4. TIME IS OF THE ESSENCE: It is to be understood that time is of the essence in this contract and that the vendor(s) will be required to perform their work within the allowable time set forth as mutually agreed upon. The District and the Vendor shall agree mutually on any changes in either the schedule or the rate of performance of the work which might either favorably or adversely affect such schedule.

5. COMPLIANCE: Each vendor shall familiarize himself with all Federal, State and local laws, codes, ordinances and regulations which might in any manner affect the work to be done; the materials to be supplied, the taxes, permits, and fees to be paid or the labor to be employed in and about the work. A plea of misunderstanding or ignorance on the part of any vendor will not in any way excuse such vendor from the necessity of full compliance with every such law, code, ordinance or regulation. All Federal, State and local laws, codes and ordinances and regulations which are applicable shall be complied with including, but not limited to, those specified in these documents. All materials, supplies and equipment furnished or services performed under the terms of the blanket order or contractual agreement shall comply with the requirements and standards specified in the Williams-Steiger Occupational Safety and Health Act.
6. AWARD: The District reserves the right to waive any technical or formal errors or omissions, to reject any or all proposals, or to award a contract for the items herein, either in part or whole, it is deemed to be in the best interest of each District. Proposals will be awarded based on the evaluation criteria established in the documentation. Utilizing the Request for Proposal process, the District reserves the right to select the individual/firm that best meets the needs of the District, taking into consideration supplier qualification, price, and overall capability.
7. NON-COLLUSION: By submission of a proposal, the proposer certifies that the proposal has been arrived at independently and submitted without collusion with any other proposer and that the contents of the proposal have been communicated by the proposer nor to the best of its knowledge and belief, by any one of its employees or agents, to any person not an employee or agent of the company or its surety on any bond furnished herewith, and will not be communicated to any person prior to the official opening.
8. GRATUITIES: Companies are expressly advised that gratuities are not allowed. Evidence of any proposer offering gratuities to any District employee (or in the case of schools, any District staff member or students) will be cause for removal from this proposal process.
9. INDEMNIFICATION: The successful vendor will be required to indemnify and hold the District harmless from suits or actions of any kind, including worker's compensation claims, brought against it for or on account of any damages or injuries received or sustained by any parties, by or from the acts of the vendor or his agents.
10. INSURANCE: The successful vendor will furnish copies of insurance policies for statutory workers compensation and employees liability with single occurrence limits of not less than \$1,000,000.00, comprehensive general liability with limits of not less than \$2,000,000.00, \$2,000,000.00 combined single limit bodily injury and property damage and auto liability \$2,000,000.00 combined single limit and Worker's Compensation insurance. The District will be included as additional insured on all policies. The District must be notified by certified mail at least forty-five (45) days prior to cancellation of any insurance policy.
11. HOLD HARMLESS: The successful vendor(s) will be required to protect, defend, and hold the District harmless against any claim or demand for the use of any patented material, process, article or device that may enter into the manufacture, construction, or form a part of any work covered or materials and equipment furnished under this Request for Proposal.

12. **EQUAL OPPORTUNITY:** In connection with the performance of any work under the bid/proposal, the vendor shall agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, creed, color, national origin, ancestry, age, sex, or disability, and further agrees to insert the foregoing provisions in all subcontracts hereunder.

III. SCOPE OF WORK

The goal of this RFP is to obtain the services of a wide area network telecommunications server provide who can meet the current and future operating requirements of Berryessa Union School District.

A. PROJECT TIMELINE

The following is the schedule of events for the RFP submittal and selection process. The District reserves the right to change the schedule.

EVENT	DATE
RFP RELEASED AND FORM 470 POSTED	February 24, 2023
LAST DAY TO SUBMIT QUESTIONS VIA EMAIL	March 3, 2023 before 4:00pm
ADDENDUM WITH REPLIES TO QUESTIONS RECEIVED	March 8, 2023
PROPOSALS DUE	March 24, 2023 before 10:00am
CONTRACT SIGNED	March 25, 2023
BOARD APPROVAL	April 5, 2023
PROJECT INSTALLATION BEGIN	TBD
PROJECT INSTALLATION COMPLETE	June 30, 2023
FULL TURN UP/GO LIVE FOR NEW SYSTEM	July 1, 2023

B. SUBMITTAL REQUIREMENTS

1. The proposing firm shall submit One (1) original, and One (1) copy, of RFP responses.
2. Proposals submitted in response to this Request for Proposals shall become the property of District and be considered public documents under applicable California state law. Documents marked as "Confidential", such as financial records, shall be returned to the vendor upon completion of the process.
3. Any firm failing to submit information in accordance with the procedures set forth herein will be considered non-responsive and disqualified.
4. Respondents must list all charges as a separate line item. (Recurring costs, non-recurring costs, month-to-month, and yearly totals) Proposal must include equipment, installation and/or special construction charges if required to implement this request as line item charges. All responses should show pricing BEFORE E-Rate and CTF discounts are applied.

The following table describes the required format and content for the vendor proposal.

TAB NUMBER	CONTENTS
1	Letter of Introduction (limit to one page)
2	Vendor Proposal For WAN Services
3	Price Sheet Showing Requested Options and New Location
4	E-rate Qualification Certification Form
5	Non-Collusion Affidavit
6	Agreement Documentation ready for signatures
7	Supplemental Materials

C. SELECTION PROCESS

Vendor proposals will be subjected to an evaluation and selection process. The first stage will begin with a review of the response to the proposal. A proposal must meet all mandatory modules/functions to be considered. Proposals not meeting mandatory requirements or found to be incomplete will not be considered. Proposals not deemed within the competitive range will not be considered. The District may disqualify any vendor for any reason without explanation. The District may choose to ask clarification questions in writing and include the additional information gathered in this process.

Evaluation and rating of the responses will be based on:

- Information provided by the vendor in their response
- Information provided by the vendor in response to District clarification questions
- Information from reference checks

D. EVALUATION PROCESS

All submittals will be reviewed and evaluated on the following criteria:

Price 40%

Performance reliability, service, and support 30%

Ability to adhere to E-Rate timelines and regulations 15%

Vendor experience 15%

E. PROPOSAL DELIVERY

One (1) original and one (1) copy of the proposal shall be submitted for consideration to the Berryessa Union School District before 10:00 am on Friday March 24, 2023. The District recommends that all proposals be hand carried to assure acceptance within the timeline. District further recommends that proposals sent via US Mail or other parcel carriers be delivered 48 hours before the deadline to assure acceptance.

Send proposals to: Bonny S Gregorius, Purchasing Manager
Berryessa Union School District
1376 Piedmont Road
San Jose, CA 95132-2498

All technical questions should be submitted via email only to bgregorius@busd.net.

G. REFERENCES

Before awarding any contract, Berryessa Union School District reserves the right to require the vendor to submit evidence of qualifications, as it may deem appropriate. This evidence may be concerning financial, technical and other qualifications as well as relevant experience and skills of the vendor.

H. RFP UPDATES AND ADDENDA

Please be sure to visit our website for project updates and addenda:

<https://www.berryessa.k12.ca.us/OUR-DISTRICT/Business-Services/Purchasing/Request-For-Proposals/index.html>

PROPOSAL FORM

**BERRYESSA UNION SCHOOL DISTRICT
1376 PIEDMONT ROAD, SAN JOSE, CA 95132**

**RFP 02-2022-23
REQUEST FOR PROPOSAL
WIDE AREA NETWORK (WAN) UPGRADE**

Company Name: _____

Company Address: _____

Phone: _____ Fax: _____

Spin Number: _____ Tax I.D. Number: _____

PLEASE READ CAREFULLY BEFORE SIGNING

To be signed by authorized corporate officer or partner or individual submitting bid. Examples

1. An individual using a firm name, sign: "John Doe doing business as Blank Company"
2. An individual doing business under his own name, sign: your name only.
3. A co-partnership, sign: "John Doe and Richard Roe, co-partners doing business as Blank Company, by John Doe, co-partner"
4. A corporation, sign: "Blank Company, by John Doe, secretary" (or other title)

TYPE OF BUSINESS: ☐ Corporation ☐ Co-Partnership ☐ Individual Using Own Name
☐ Individual Using Firm Name

Signature of Bidder

Title of Person Signing Bid

E-RATE QUALIFICATION CERTIFICATION

I, the undersigned, certify and declare, with specific reference to the California False Claims Act, Government Code sections 12650, *et seq.*, that I have reviewed all of the information presented in this submittal and know their contents. The matters stated in the submittal are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true.

I also hereby certify that the company submitting this proposal is in good standing with the Universal Service Administrative Company and the Schools and Libraries Division of the Federal Communications Commission, and that no funding has been withheld from the company under the E-Rate program as a result or suspicion of fraud, misrepresentation, or intentional noncompliance with program requirements. Further, I certify in signing this form that I agree to abide by all rules, regulations, and requirements imposed upon a Service Provider by the Universal Service Administrative Company and the Schools and Libraries Division of the Federal Communications Commission.

I declare under penalty of perjury that the foregoing is true and correct.

BIDDER:

(Name of Company)

Date: _____, 2023

By: _____
(Signature)

Name: _____
(Print Name)

Its: _____
(Title)

Spin Number: _____

NON-COLLUSION AFFIDAVIT

PUBLIC CONTRACT CODE §7106

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY VENDOR AND SUBMITTED WITH BID

STATE OF CALIFORNIA
COUNTY OF SANTA CLARA)

_____, being first duly sworn,
(Name of Principal of Bidder)

deposes and says that he or she is _____
(Office of Affiant)

of _____, the party
(Name of Bidder)

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 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, and 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 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 Berryessa Union School District, or anyone interested in the proposed contract; that all statements contained in the Bid are true; and further, that Bidder has not, directly or indirectly, submitted its 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.

Executed under penalty of perjury under the laws of the State of California:

(Name of Company)

(Signature of Principal)

NOTE: If Bidder is a partnership or a joint venture, this affidavit must be signed and sworn to by every member of the partnership or venture.

NOTE: If Bidder [including any partner or venturer of a partnership or joint venture] is a corporation, this affidavit must be signed by the Chairman, President, or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.

NOTE: If Bidder's affidavit on this form is made outside the State of California, the official position of the person taking such affidavit shall be certified according to law.