

BID FORMNAME OF BIDDER: GMS Elevator Services, Inc.

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Project:

Bid # 131-24 Costa Mesa High School Elevator Renovation

A. BID SCHEDULE

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project for the following TOTAL BID PRICE + \$10,000 ALLOWANCE:

	BID PRICE + ALLOWANCE (IN WRITTEN FORM)	BID PRICE + ALLOWANCE (IN NUMBERS)
TOTAL BID PRICE	Three Hundred Nine Thousand Nine Hundred Sixty Three and no/100ths	\$ 309,963.00

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

The undersigned agrees that this Bid Form constitutes a firm offer to the District which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the bid opening, or until a Contract for the Work is fully executed by the District and a third party, whichever is earlier.

If the Contract Documents specify alternate bid items, the following Alternate Bid amounts shall be added to or deducted from the Total Bid Price entered above (please check the appropriate box), at the District's sole option. The District can choose to include one or more of the Alternate Bids in the Project. If any of the Alternate Bids are selected by the District, the resulting amount shall be added to or deducted from Total Bid Price for the Project. The District can award/select Alternate Bid items at any time(s).

ALTERNATE BIDS	BID PRICE (IN WRITTEN FORM)	BID PRICE (IN NUMBERS)
Plunger Unit Replacement		
ALTERNATE #1 ☒ Add ☐ Deduct	Eighty Two Thousand One Hundred Sixteen and no/100ths	\$ 82,116.00

BID SCHEDULE

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The successful bidder hereby agrees to sign the contract and furnish the necessary bonds and certificates of insurance within ten (10) working days after the District provides the successful bidder with the Notice of Award.

Upon receipt of the signed contract and other required documents, the contract will be executed by the District, after which the District will prepare a letter giving Contractor Notice to Proceed. The official starting date shall be the date of the Notice to Proceed, unless otherwise specified. The undersigned agrees to begin the Work within ten (10) working days of the date of the Notice to Proceed, unless otherwise specified.

The undersigned has examined the location of the proposed work and is familiar with the Drawings and Specifications and the local conditions at the place where work is to be done.

If awarded the contract, the undersigned agrees that there shall be paid by the undersigned and by all subcontractors to all laborers, workers and mechanics employed in the execution of such contract no less than the prevailing wage rate within Orange County for each craft, classification, or type of worker needed to complete the Work contemplated by this contract as established by the Director of the Department of Industrial Relations. A copy of the prevailing rate of per diem wages are on file at the District's Administration Office and shall be made available to interested parties upon request.

Enclosed find cash, bidder's bond, or cashier's or certified check No. _____ from the _____ Bank in the amount of "Bid Bond Attached", which is not less than ten percent (10%) of this bid, payable to Newport-Mesa Unified School District as bid security and which is given as a guarantee that the undersigned will enter into a contract and provide the necessary bonds and certificates of insurance if awarded the Work.

The bidder furthermore agrees that in case of bidder's default in executing said contract and furnishing required bonds and certificates of insurance, the cash, bidder's bond, or cashier's or certified check accompanying this proposal and the money payable thereon shall become and shall remain the property of the Newport-Mesa Unified School District.

Bidder is an individual _____, or corporation X, or partnership _____, organized under the laws of the State of California.

Bidder confirms license(s) required by California State Contractor's License Law for the performance of the subject project are in full effect and proper order. The following are the Bidder's applicable license number(s), with their expiration date(s) and class of license(s):

GMS Elevator Services, Inc. Lic. # 1040390 Exp. June 30, 2024 C-11 Classification

If the Bidder is a joint venture, each member of the joint venture must include the required licensing information.

Sureties that will furnish the Faithful Performance Bond and the Labor and Material Payment Bond, in the form specified herein, in an amount equal to one hundred percent (100%) of the contract price within ten (10) working days from the date the District provides the successful bidder the Notice of Award. Sureties must meet all of the State of California bonding requirements, as

BID SCHEDULE

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defined in California Code of Civil Procedure Section 995.120 and must be authorized by the State of California.

The insurance company or companies to provide the insurance required in the contract documents must have a Financial Strength Rating of not less than "A-" and a Financial Size Category of not less than "Class VII" according to the latest Best Key Rating Guide. At the sole discretion of the District, the District may waive the Financial Strength Rating and the Financial Size Category classifications for Workers' Compensation insurance.

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents.

Addenda No. 1 Dated 4/15/24

Addenda No. 2 Dated 4/29/24

Addenda No. _____

1. Attached is the required bid security in the amount of not less than 10% of the Total Bid Price.
2. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.
3. Attached is the completed Iran Contracting Act Certificate form.
4. Attached is the completed Public Works Contractor Registration Certification form.
5. Attached is the completed Designation of Subcontractors form.
6. Attached is the completed Information Required of Bidders form.
7. Attached is the Asbestos-Free Material Certification.
8. Attached is the Recycled Content Certification.
9. Attached is the Contractor & Subcontractor Fingerprinting Requirements form.
10. Attached is the Drug-Free Workplace Certificate.
11. Attached is the Contractor's Certificate Regarding Alcoholic Beverage and Tobacco-Free Campus Policy.
12. Attached is the fully executed Non-Collusion Declaration form
13. Attached is the fully executed Fleet Compliance Certification.

I hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

BID SCHEDULE

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Name of Bidder GMS Elevator Services, Inc.

Signature 

Name and Title Leo Martinez, Sales Manager

Dated May 6, 2024



401 Borrego Court
San Dimas, CA 91773
(909) 599-3904
info@gmselevator.com

License # 1040390

**Costa Mesa High School
Elevator Renovation
NMUSD Bid No. 131-24**

Bid Qualifications and Clarification

1. Any resulting contract is not binding upon GMS Elevator Services, Inc. until approved by one of its executive officers. No salesperson or manager has authority to bind GMS Elevator Services, Inc. to any contract or agreement. Our participation in this project is based on using mutually agreeable contract terms and schedule. A start date of June 2024 and a duration of 120 days is not feasible.
2. It is understood, in consideration of the performance of the service enumerated herein, at the price stated, that nothing in this agreement shall be construed to mean that GMS Elevator Services, Inc. assumes any liability on account of accidents or injuries to persons or property, except those directly due to the negligent acts or omissions of GMS Elevator Services, Inc. or its employees. The Owner/Purchaser's responsibility and liability, for all accidents and/or injuries to persons while riding or being in or about said elevators, irrespective of whether such accidents result from the use, operation, maintenance, or condition of the elevators, hatchways, or appurtenances, is in no way effected. No work, service or liability on the part of GMS Elevator Services, Inc. other than specifically mentioned herein is included or intended. This contract shall constitute the entire, final, and integrated agreement between the parties hereto pertaining to the subject matter hereof, fully supersedes all prior understandings, representations, warranties, and agreements between the parties hereto, or any of them, pertaining to the subject matter hereof, and may be modified only by written agreement signed by all the parties hereto. GMS standard insurance coverage will be provided.
3. GMS Elevator Services, Inc., shall not be held responsible or liable for any loss, damage, detention or delay caused by: strikes, lockout, fire, explosion, theft, lightning, wind storms, earthquake, floods, storms, riots, civil commotions, malicious mischief, acts of God, or of any cause beyond its reasonable control whether or not the same is herein specified, and in any event at no time shall it be liable for consequential damages. No work, service or liability on the part of GMS Elevator Services, Inc. other than that specifically mentioned here, is included or intended.
4. Should damage or loss occur to our material or work on the premises by fire, theft or otherwise, if not due to the negligence of GMS Elevator Services, Inc., the Owner/Purchaser agrees to pay GMS Elevator Services, Inc. to reimburse it for all damage or loss that has occurred.
5. Owner/Purchaser agrees to give GMS Elevator Services, Inc. uninterrupted access/use of the elevator while this work is in progress.
6. The price quoted, unless otherwise stated, is based upon all the work being performed during regular working hours of regular working days. If overtime is required, the additional price usually charged by GMS Elevator Services, Inc. for a crew to work overtime shall be added to the contract price stated herein.
7. Regarding the "Non-Elevator Work by Others" (Fire Life Safety, Electrical, HVAC, Cutting/Patching, etc.) which will be completed by a Subcontractor, all qualifications and exception will be per UCS standard proposal.
8. Should any asbestos, lead or other PCB containing materials be encountered, GMS will immediately stop all work and pull off the job. It will be the responsibility of others, not GMS for any and all required abatement of the contaminated materials. Once everything is cleared, we will return to the project.

Specification Section 14 22 10 Alternate #1

Hydraulic Jack Replacement and Hole Drilling

Our price included in this bid for the removal of the existing hydraulic jack assemblies and the installation of the new hydraulic jack assemblies is based on the following including utilizing an "Industry Standard Hole Clause" (see below) for the re-drilling of the jack hole.

Specifications and Conditions for Existing Jack Removal and Hole Re-Drilling

Remove the existing jack assembly. Re-drill the jack hole utilizing an "Industry Standard Hole Clause" (see below) and install a new jack assembly custom built to match existing operation.

1. GMS Elevator has estimated an allowance of 16 hours to remove the existing cylinder. If additional time is required to remove the cylinder due to obstructions in the back fill around the existing cylinder; or if the cylinder collapses upon the removal process, the additional cost to remove the existing cylinder will be billed at regular time rate of \$540.00 per hour. If work is to be performed on overtime the billing rate would be \$754.00 per hour.
2. GMS Elevator has estimated a drilling allowance of 16 hours. Should GMS exceed that allowance, an additional regular time drilling rate of \$485.00 per hour or overtime drilling rate of \$660.00 per hour, plus materials, will be charged, if the allowance for drilling the jack hole is exceeded as noted by the conditions below:

Industry Standard Hole Clause

Jack hole for cylinder: The elevator contractor shall provide the hole for the cylinder based on normal earth digging conditions. For the basis of interpretations, normal digging means using normal bucket type drilling equipment in soil, which will not cave in and without the need for an outside well casing. Should the elevator contractor experience rock, sand, water, or other unusual conditions, he shall be reimbursed at their standard billing rates.

3. Any excess dirt, foreign matter, etc. left over, once the digging of the jack hole and backfilling is completed, will be the responsibility of the owner to remove from the job site. GMS Elevator will coordinate the drilling spoils removal by providing the barrels on site. 15 barrels will be provided, and should any additional barrels be needed they will be billed for at the applicable cost. Upon completion of the drill, it will be the responsibility of the building owner to have the barrels removed and all fees for their removal will be by others, not GMS. Upon request, GMS Elevator will provide details of an environmental company for use by the owner.



Newport-Mesa
Unified School District

NEWPORT-MESA UNIFIED SCHOOL DISTRICT

ADDENDUM NO. 1

Costa Mesa HS Elevator Renovation

BID No. 131-24

NEWPORT-MESA UNIFIED SCHOOL DISTRICT
2985 BEAR ST., BLDG.-A
COSTA MESA, CA 92626

April 15, 2024

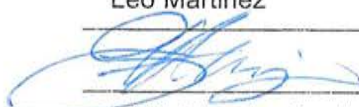
The following revisions and/or clarifications shall be made to the BID documents for the above-named work. All work described in the original BID documents and all applicable Sections of the original BID documents shall be included in the contract, except as herein modified:

Acknowledgement of this Addendum shall be made below and submitted with the BID submission. If acknowledgement is not made the proposal may be considered non-responsive.

1. **CHANGE:** Change Bid Opening date to May 2, 2024 at 2:00 PM PST

All other provisions of the BID remain unchanged.

BELOW, PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM AND SUBMIT IT WITH YOUR PROPOSAL.

Name:	Leo Martinez
Signature:	
Firm Name:	GMS Elevator Services, Inc.
Address:	401 Borrego Court
	San Dimas, CA 91773
Telephone #:	(909) 599-3904
Email:	l.martinez@gmselevator.com

(END OF ADDENDUM NO.1)



Newport-Mesa
Unified School District

NEWPORT-MESA UNIFIED SCHOOL DISTRICT

ADDENDUM NO. 2 Costa Mesa HS Elevator Renovation

BID No. 131-24

NEWPORT-MESA UNIFIED SCHOOL DISTRICT
2985 BEAR ST., BLDG.-A
COSTA MESA, CA 92626

April 29, 2024

The following revisions and/or clarifications shall be made to the BID documents for the above-named work. All work described in the original BID documents and all applicable Sections of the original BID documents shall be included in the contract, except as herein modified:

Acknowledgement of this Addendum shall be made below and submitted with the BID submission. If acknowledgement is not made the proposal may be considered non-responsive.

1. **CHANGE:** Change Bid Opening date to May 9, 2024 at 3:00 PM PST

All other provisions of the BID remain unchanged.

BELOW, PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM AND SUBMIT IT WITH YOUR PROPOSAL.

Name:	Leo Martinez
Signature:	
Firm Name:	GMS Elevator Services, Inc.
Address:	401 Borrego Court
	San Dimas, CA 91773
Telephone #:	(909) 599-3904
Email:	l.martinez@gmselevator.com

(END OF ADDENDUM NO.2)

**CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION**

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

Name of Bidder GMS Elevator Services, Inc.

Signature 

Name and Title Leo Martinez, Sales Manager

Dated May 6, 2024

**CONTRACTOR'S CERTIFICATE REGARDING
WORKERS COMPENSATION**

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code section 2200 et seq.)

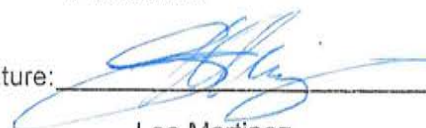
As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

☐ The Contractor is not:

- (1) identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
- (2) a financial instruction that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ The District has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the District will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

Signature:  _____

Printed Name: Leo Martinez

Title: Sales Manager

Firm Name: GMS Elevator Services, Inc.

Date: May 6, 2024

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

IRAN CONTRACTING ACT CERTIFICATION

FLEET COMPLIANCE CERTIFICATION

Bidder hereby acknowledges that they have reviewed the California Air Resources Board's policies, rules and regulations and are familiar with the requirements of Title 13, California Code of Regulations, Division 3, Chapter 9, effective on January 1, 2024 (the "Regulation"). Bidder hereby certifies, subject to penalty for perjury, that the option checked below relating to the Bidder's fleet, and/or that of their subcontractor(s) ("Fleet") is true and correct:

- ☐ The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.
- ☐ The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.
- ☐ Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e., third party correspondence or vendor bids).
- ☐ The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).
- ☐ The Fleet does not fall under the Regulation or are otherwise exempted, and a detailed reasoning is attached hereto.

Name of Bidder: GMS Elevator Services, Inc.

Signature: 

Name: Leo Martinez

Title: Sales Manager

Date: May 6, 2024

FLEET COMPLIANCE CERTIFICATION

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PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

If this bid is due on or after March 1, 2015, then pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted, nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Name of Bidder: GMS Elevator Services, Inc.

DIR Registration Number: 1000008514

Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder GMS Elevator Services, Inc.

Signature 

Name and Title Leo Martinez, Sales Manager

Dated May 6, 2024

PUBLIC WORKS CONTRACTOR
REGISTRATION CERTIFICATION

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BID BOND

The makers of this bond are, GMS ELEVATOR SERVICES, INC.

_____, as Principal, and _____
OLD REPUBLIC SURETY COMPANY, as Surety and are held and firmly bound unto the
NEWPORT-MESA UNIFIED SCHOOL DISTRICT, hereinafter called the District, in the penal sum
of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to District for the
work described below, for the payment of which sum in lawful money of the United States, well
and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated MAY 2ND, 20 24, for **Bid # 131-24 Costa Mesa High School Elevator Renovation.**

If the Principal does not withdraw its bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the District as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all litigation expenses incurred by the District in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 25TH day of APRIL, 2024, the name and corporate seal of each corporation.

(Corporate Seal)

GMS ELEVATOR SERVICES, INC

Contractor/Principal

By:

Title:

(Corporate Seal)

OLD REPUBLIC SURETY COMPANY

Surety

By:

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title: BRITTON CHRISTIANSEN, ATTORNEY-in-FACT

The rate of premium on this bond is NONE per thousand.

The total amount of premium charges, \$ NONE

(The above must be filled in by corporate attorney)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

BID BOND

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(Name and Address of Surety)

OLD REPUBLIC SURETY COMPANY

14728 PIPELINE AVE.

CHINO HILLS, CA 91709

(Name and Address of Agent or
Representative for service of
process in California, if different
from above)

C&D BONDING

534 E. BADILLO ST.

COVINA, CA 91723

(Telephone number of Surety and
Agent or Representative for service
of process in California)

KEVIN VEGA

626-859-1000

BID BOND

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Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF Los Angeles

On April 30, 2024, before me, Lynn Alvarez, Notary Public, personally appeared Pamela Simpkins, who proved to me on the basis of satisfactory

Name(s) of Signer(s)

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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



WITNESS my hand and official seal.

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Britton Christiansen, Myrna Smith, Philip E. Vega, Kevin Vega of Covina, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds)**, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 24th day of March, 2020.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 24th day of March, 2020, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



74 0061

Signed and sealed at the City of Brookfield, WI this 25TH day of APRIL, 2024

Karen J. Haffner
Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

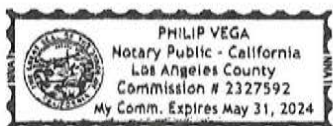
State of California)

County of LOS ANGELES)On APR 25 2024 before me, PHILIP VEGA, NOTARY PUBLIC
Date Here Insert Name and Title of the Officerpersonally appeared BRITTON CHRISTIANSEN
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: (a) the name and the location of the place of business, (b) CSLB contractor license number, (c) DIR registration number, and (d) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. No additional time shall be granted to provide the below requested information.

If no subcontractor is specified, for a portion of the work, or if more than one subcontractor is specified for the same portion of Work, to be performed under the Contract in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or \$10,000, whichever is greater if the work involves streets or highways, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License Number	DIR Registration Number
Misc. Electrical, Fire Life Safety, HVAC, etc.	Ultimate Construction Services	So Cal Offices Located at: 14731 Franklin Avenue, "B" Tustin, CA 92780	1069314	PW-LR-1000832946

DESIGNATION OF SUBCONTRACTORS

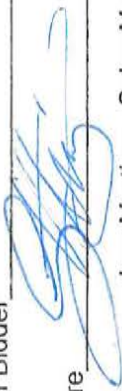
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Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License Number	DIR Registration Number

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License Number	DIR Registration Number

Work to be done by Subcontractor	Name of Subcontractor	Location of Business	CSLB Contractor License Number	DIR Registration Number

Name of Bidder GMS Elevator Services, Inc.

Signature 

Name and Title Leo Martinez, Sales Manager

Dated May 6, 2024

INFORMATION REQUIRED OF BIDDERS

A. INFORMATION ABOUT BIDDER

[**Indicate not applicable ("N/A") where appropriate.**]

NOTE: Where Bidder is a joint venture, pages shall be duplicated, and information provided for all parties to the joint venture.

- 1.0 Name of Bidder: GMS Elevator Services, Inc.
- 2.0 Type, if Entity: Corporation
- 3.0 Bidder Address: 401 Borrego Court, San Dimas, CA 91773
- (909) 394-7388 (909) 599-3904
Facsimile Number Telephone Number
- 4.0 How many years has Bidder's organization been in business as a Contractor?
31
- 5.0 How many years has Bidder's organization been in business under its present name?
19
- 5.1 Under what other or former names has Bidder's organization operated?
GMS Elevator Services
- 6.0 If Bidder's organization is a corporation, answer the following:
- 6.1 Date of Incorporation: 2005
- 6.2 State of Incorporation: California
- 6.3 President's Name: Pamela Simpkins
- 6.4 Vice-President's Name(s): Nathen Simpkins
-
- 6.5 Secretary's Name: Ronell Jobe
- 6.6 Treasurer's Name: Pameia Simpkins
- 7.0 If an individual or a partnership, answer the following:
- 7.1 Date of Organization: N/A
- 7.2 Name and address of all partners (state whether general or limited partnership):
N/A
-

INFORMATION REQUIRED OF BIDDERS

- 8.0 If other than a corporation or partnership, describe organization and name principals: _____
N/A
- 9.0 List other states in which Bidder's organization is legally qualified to do business. _____
N/A
- 10.0 What type of work does the Bidder normally perform with its own forces? _____
Elevator installation, service, maintenance, repair and modernization.
- 11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why: _____
No
- 12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation: _____
No
- 13.0 List Trade References: Alpha Controls
Smartrise Engineering
Elevator Research & Manufacturing Corp.
Wurtec
Maxton
Imperial Electric
- 14.0 List Bank References (Bank and Branch Address): _____
BMO
614 N. Lone Hill Avenue
San Dimas, CA 91773
- 15.0 Name of Bonding Company and Name and Address of Agent: _____
Old Republic Surety Company / C&D Bonding
534 E. Badillo Street
Covina, CA 91723

INFORMATION REQUIRED OF BIDDERS

B. LIST OF CURRENT PROJECTS (BACKLOG)

[**Duplicate Page if needed for listing additional current projects.**]

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work
Mercury Insurance	Elevator Renovations	2024	\$ 151,446.00
Westpark Senior Living	Elevator Repairs	2024	\$ 69,732.00
Rosetta Canyon	Elevator Renovations	2024	\$ 151,265.00
Kingsley Manor	Elevator Modernization	2024	\$ 619,533.00
Calabasas High School	Elevator Renovations	2024	\$ 94,868.00
Santa Ana College	Elevator Repairs	2024	\$ 63,482.00
Oaks Christian Learning	Elevator Modernization	2024	\$ 94,846.00
The Village Hemet	Elevator Renovations	2024	\$ 119,500.00
Bay State Terrace	Elevator Renovations	2024	\$ 95,343.00
U. S. Storage	Elevator Modernization	2024	\$ 109,374.00
Paloma Valley H S	Elevator Upgrades	2024	\$ 59,294.00
Above is a sample of GMS Elevator Services, Inc. current backlog of over \$2 Million. GMS Elevator Services, Inc. is very well versed in and has built a reputation on Public Works Projects including many School Districts throughout the Southern California area.			

INFORMATION REQUIRED OF BIDDERS

C. LIST OF COMPLETED PROJECTS - LAST THREE YEARS

[**Duplicate Page if needed for listing additional completed projects.**]

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work.

Project Client	Description of Bidder's Work	Period of Performance	Cost of Bidder's Work
Adams ES	Elevator Upgrades	2021	\$ 49,434.00
Blair High School	Elevator Renovation	2021	\$ 69,475.00
Crescenta Valley HS	Elevator Renovation	2021	\$ 74,998.00
Da Vinci Hall LACC	Elevator Renovation	2021-2022	\$ 304,910.00
DPSS Metro East	Elevator Renovation	2021	\$ 431,653.00
Durfee ES	Elevator Upgrades	2023	\$ 59,186.00
Eagle Rock HS	Elevator Upgrades	2022-2023	\$ 142,872.00
Marshall HS	Elevator Upgrades	2021-2022	\$ 69,965.00
Perris HS	Elevator Renovation	2022	\$ 79,339.00
Pio Pico MS	Elevator Renovation	2021-2022	\$ 123,503.00
Cerritos College	Elevator Renovation	2021-2022	\$ 197,794.00
Walnut Valley USD	Elevator Renovation	2021	\$ 69,998.00
City of Costa Mesa	Elevator Renovation	2022-2023	\$ 662,000.00
Chaffey High School	Elevator Upgrades	2022	\$ 44,951.00
Freedom Village	Elevator Renovation	2022	\$ 88,379.00

The projects above are a sample of completed projects by GMS. GMS Elevator Services, Inc. has completed approximately \$5 Million in modernization and installation work in the last 3 years. Much of this has been Public Works Projects which include a substantial amount of School Work.

INFORMATION REQUIRED OF BIDDERS

D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name and percent of time to be allocated to this project:

Service Manager Camille Albin No set percentage, time allocated as needed

Project/Sales Manager Leo Martinez No set percentage, time allocated as needed

Operations Manager Nathen Simpkins No set percentage, time allocated as needed

2. Summarize each person's specialized education: _____

All personnel involved in this project have extensive experience working for an elevator
contractor. This includes material procurement, project management and field
supervision.

3. List each person's years of construction experience relevant to the project:

Camille Albin 21 years

Leo Martinez 41 years

Nathen Simpkins 20 years

4. Summarize such experience:

All personnel involved in this project have extensive experience working for an elevator
contractor. This includes material procurement, project management and field
supervision.

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the District.

Changes Occurring Since Prequalification

If the District conducted a prequalification and if any substantive changes have occurred since Bidder submitted its prequalification package for this Project, Bidder shall list them below. If none are listed, Bidder certifies that no substantive changes have occurred.

N/A

INFORMATION REQUIRED OF BIDDERS

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Additional Bidder's Statements:

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

E. VERIFICATION AND EXECUTION

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

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

Name of Bidder GMS Elevator Services, Inc.

Signature



Name and Title Leo Martinez, Sales Manager

Dated May 6, 2024

ASBESTOS-FREE MATERIALS CERTIFICATION

The undersigned declares that he or she is the person who executed the bid for the Costa Mesa HS Elevator Renovation (hereinafter referred to as the "Project"), and submitted it to the NEWPORT-MESA UNIFIED SCHOOL DISTRICT (hereinafter referred to as the "District") on behalf of GMS Elevator Services, Inc. (hereinafter referred to as the "Contractor").

To the best of my knowledge, information and belief, in completing the Contractor's Work for the Project, no material furnished, installed or incorporated into the Project will contain, or in itself be composed of, any materials listed by the federal or state EPA or federal or state health agencies as a hazardous material.

Any disputes involving the question of whether or not material installed with asbestos-containing equipment is settled by electron microscopy; the cost of any such tests shall be paid by the Contractor.

All work or materials installed by the Contractor which is found to contain asbestos, or work or material installed with asbestos-containing equipment, will be immediately rejected and this work shall be removed and replaced by the Contractor at no additional cost to the District.

Decontamination and removal of work found to contain asbestos, or work installed with asbestos-containing equipment shall be done only under supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency.

The ASBESTOS REMOVAL CONTRACTOR shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the Asbestos Consultant who shall have sole discretion and final determination in this matter.

The asbestos consultant shall be chosen and approved by the Architect or the District who shall have sole discretion and final determination in this matter. The work will be not accepted until asbestos contamination is reduced to levels deemed acceptable by the Asbestos Consultant.

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

Executed on this 6th day of May, 2024 at San Dimas, CA.

Name of Bidder GMS Elevator Services, Inc.

Signature 

Name and Title Leo Martinez, Sales Manager

Dated May 6, 2024

ASBESTOS-FREE MATERIALS CERTIFICATION

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RECYCLED CONTENT CERTIFICATION

The undersigned declares that he or she is the person who executed the bid for the Costa Mesa High School Elevator Renovation (hereinafter referred to as the "Project"), and submitted it to the **NEWPORT-MESA UNIFIED SCHOOL DISTRICT** (hereinafter referred to as the "District") on behalf of hereinafter referred to as the "Contractor").

Pursuant to Public Contract Code Section 10308.5, all contractors are required to certify in writing under penalty of perjury the minimum (if not exact) percentage of recycled content in materials, goods, or supplies offered or products used in the performance of their contract, regardless of whether the product meets the required recycled product percentage as defined in Sections 12161 and 12200. The recycled content shall include both post-consumer material and secondary material as defined in Public Contract Code Sections 12161 and 12200 shall apply.

I declare under penalty of perjury under the laws of the State of California that the following percentages of Post-consumer Material and Secondary Material is in the materials, goods or supplies offered for, or products used in, the performance of the Contract for the Project:

N/A % Post consumer Material N/A % Secondary Material.

Executed on this 6th day of May, 2024 San Dimas, CA

Name of Bidder GMS Elevator Services, INC.

Signature 

Name and Title Leo Martinez, Sales Manager

Dated May 6, 2024

RECYCLED CONTENT CERTIFICATION

CONTRACTOR & SUBCONTRACTOR FINGERPRINTING REQUIREMENTS

CONTRACTOR CERTIFICATION

With respect to the Contract dated _____ 20__ by and between NEWPORT-MESA UNIFIED SCHOOL DISTRICT ("District") and _____ ("Contractor"), Contractor hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code Section 45125.1 and that none of its employees that may come in contact with District's pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Contractor's Representative

Date

CONTRACTOR EXEMPTION

Pursuant to Education Code sections 45125.1 and 45125.2, the NEWPORT-MESA UNIFIED SCHOOL DISTRICT ("District") has determined that _____ ("Contractor") is exempt from the criminal background check certification requirements for the Contract dated _____, 20__ by and between the District and Contractor ("Contract") because:

- The Contractor's employees will have limited contact with District students during the course of the Contract.
- Emergency or exceptional circumstances exist; or
- With respect to contractors constructing, reconstructing, rehabilitating or repairing a school facility, as provided in Section 45125.2, the Contractor has agreed to ensure the safety of pupils at the school facility by the following method(s) specified in Section 45125.2: _____.

School District Official

Date

CONTRACTOR & SUBCONTRACTOR FINGERPRINTING REQUIREMENTS

CONTRACTOR & SUBCONTRACTOR FINGERPRINTING REQUIREMENTS

SUBCONTRACTOR'S CERTIFICATION

The NEWPORT-MESA UNIFIED SCHOOL DISTRICT ("District") entered into a Contract for services with _____ ("Contractor") on or about _____, 20____ ("Contract"). This certification is submitted by _____, a subcontractor to the Contractor for purposes of that Contract ("Subcontractor"). Subcontractor hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Subcontractor's Representative

Date

SUBCONTRACTOR'S EXEMPTION

The NEWPORT-MESA UNIFIED SCHOOL DISTRICT ("District") entered into a Contract for services with _____ ("Contractor") on or about _____, 20____ ("Contract"). Pursuant to Education Code sections 45125.1 and 45125.2, the District has determined that _____, a subcontractor to the Contractor for purposes of that Contract ("Subcontractor"), is exempt from the criminal background check certification requirements for the Contract because:

The Subcontractor's employees will have limited contact with District students during the course of the Contract.

Emergency or exceptional circumstances exist; or

With respect to contractors constructing, reconstructing, rehabilitating or repairing a school facility, as provided in Section 45125.2, the Contractor and/or Subcontractor have agreed to ensure the safety of pupils at the school facility by the following method(s) specified in Section 45125.2:

School District Official

Date

CONTRACTOR & SUBCONTRACTOR FINGERPRINTING REQUIREMENTS

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is part of the Contract made by and between the **NEWPORT-MESA UNIFIED SCHOOL DISTRICT** (hereinafter referred to as the "District") and **GMS Elevator Services, Inc.**

(hereinafter referred to as the "Contractor") for the **Costa Mesa High School Elevator Renovation** Project (hereinafter referred to as the "Project"). This form is required from all successful bidders pursuant to the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in their workplace and specifying actions which will be taken against employees for violations of the prohibition.
- B. Establishing a drug-free awareness program to inform employees about all of the following:
 - 1. The dangers of drug abuse in the workplace.
 - 2. The person's or organization's policy of maintaining a drug-free workplace.
 - 3. The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations.
- C. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision "A," and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of the Drug-Free Workplace Act as it now exists or may hereinafter be amended. Particularly, I shall abide by Government Code Section 8355 when performing the Contract for the Project by:

DRUG FREE WORKPLACE CERTIFICATION

- A. Publishing a statement notifying employees concerning the prohibition of controlled substance at my workplace.
- B. Establishing a drug-free awareness program; and
- C. Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and agree to abide by the terms of that statement.

I also understand that if the District determines that I have either: (a) made a false certification herein; or (b) violated this certification by failing to carry out the requirements of Section 8355, the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that if I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the Act.

I acknowledge that I am aware of the provisions of Government Code Section 8350 et seq., and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Executed on this 6th day of May,
20 24 at San Dimas, CA

Name of Bidder GMS Elevator Services, Inc.

Signature 

Name and Title Leo Martinez, Sales Manager

Dated May 6, 2024

DRUG FREE WORKPLACE CERTIFICATION

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**CONTRACTOR'S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND
TOBACCO-FREE CAMPUS POLICY**

The Contractor agrees that it will abide by and implement the District's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, of any kind and at any time, in District-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. The Contractor shall procure signs stating, "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

GMS Elevator Services, Inc.

Contractor Name



Signature

May 6, 2024

Date

**CONTRACTOR'S CERTIFICATE REGARDING ALCOHOLIC BEVERAGE AND TOBACCO-
FREE CAMPUS POLICY**

NON-COLLUSION DECLARATION

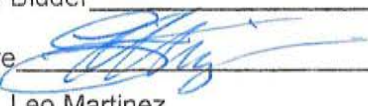
The undersigned declares:

I am the Sales Manager of GMS Elevator Services, Inc., the party making the foregoing Bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration is executed on May 6, 2024 [date], at San Dimas [city], California [state].

Name of Bidder GMS Elevator Services, Inc.
Signature 
Name Leo Martinez
Title Sales Manager

NON-COLLUSION DECLARATION

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