

MILLBRAE ELEMENTARY SCHOOL DISTRICT

**555 Richmond Dr
Millbrae, CA 94030
650-697-5693**

The following are the recent results for Millbrae Elementary School District's informal bid on CUPCAA Project No. 181901. We would like to thank all bidders that participated. We continue to look forward as future projects become available. If you have any questions, please contact Rick Champion, CBO at (650)697-5693 ext. 041.

CUPCAA Project No. 181902

**FOR REPAIRS, MAINTENANCE OR CONSTRUCTION SERVICES AWARDED
PURSUANT TO THE "INFORMAL BIDDING" PROCEDURES OF THE PUBLIC
CONTRACT CODE § 22000, ET SEQ. (THE UNIFORM PUBLIC CONSTRUCTION
COST ACCOUNTING ACT ("CUPCAA"))**

INFORMAL BID RESULTS

**PROJECT: Window Coverings for select classrooms and offices, MESD Project
No. 181902 at the Spring Valley Elementary School located at 817
Murchison Drive, California 94030**

Bid Opening: July 17, 2018 (Extended)

BIDDERS

Blinds and Designs
Rebarts Interiors.

BID Amounts

\$59,444.60
Non-Responsive

Bid Submit Date/Time

07/16/2018

Apparent Low Bidder:

Blinds and Designs

Project Manager:

Raul Fregozo
Supervisor of Maintenance

Verified By:

Rick Champion
Chief Business Official

MILLBRAE ELEMENTARY SCHOOL DISTRICT

**555 Richmond Dr
Millbrae, CA 94030
650-697-5693**

CUPCCAA Project No. 181902

FOR REPAIRS, MAINTENANCE OR CONSTRUCTION SERVICES AWARDED PURSUANT TO THE "INFORMAL BIDDING" PROCEDURES OF THE PUBLIC CONTRACT CODE § 22000, ET SEQ. (THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT ("CUPCCAA"))

Dated: July 17, 2018

To: BLINDS AND DESIGNS

From: Rick Champion, Chief Business Official

**Re: PROJECT: Window Coverings for select classrooms and offices,
MESD Project No. 181902 at the Spring Valley Elementary School
located at 817 Murchison Drive, California 94030**

Congratulations, based upon the following are the recent results for Millbrae Elementary School District's informal bid on CUPCCAA Project No. 181902. BLINDS AND DESIGNS ("Contractor") was awarded the Project.

The Contract price is FIFTY NINE THOUSAND FOUR HUNDRED FORTY FOUR Dollars AND 60 Cents (\$59,444.60) (CONTRACT PRICE) (\$59,444.60)

Contractor must comply with the following conditions precedent by July 24, 2018.

Contractor shall execute and submit the following Contract Documents by 5:00 pm of July 24, 2018. Failure to properly and timely submit the following Contract Documents entitles the District to foreclose on the Contractor's bid bond and award the contract to the next responsive, responsible bidder.

1. Contract Agreement: Submit two (2) copies, each bearing an original signature. If the Contractor is a corporation, Contractor must attached:
 - 1.1. Resolution of the Board of Directors of the corporation, authorizing the signatory to execute the Agreement and the bonds required by the Contract Documents, *if contractor is a corporation or LLC*
2. Performance Bond and Payment Bond (100%)

3. Insurance Certificates and Endorsements
4. Workers Compensation Certificate
5. Smoke and Tobacco Free Environment
6. Drug-Free Workplace
7. Fingerprint and Criminal Background Check Certification
8. Guarantee
9. City of Millbrae Business License
10. Internal Revenue Service W-9 Form

Failure to comply with these conditions within the time specified will entitle the District to consider Contractor's bid abandoned, to annul the Notice of Award, and to declare Contractor's Bid Security forfeited, as well as any other rights the District may have against Contractor.

District will return to Contractor one fully signed counterpart of the Agreement.

MILLBRAE ELEMENTARY SCHOOL DISTRICT

By:  7/17/18

Name: Rick Champion

Title: Chief Business Official

End of Document

CONTRACT AGREEMENT
Millbrae Elementary School District

CUPCCAA PROJECT No. 181902



This Agreement is made this 17 th day of July, 2018 by and between Millbrae Elementary School District ("District"), a California public school district, and

Blinds and Designs ("Contractor"). The District and the Contractor may be referred to herein individually as a "Party" and collectively as the "Parties."

In consideration of the rights and obligations attendant to this Agreement, the Parties agree as follows:

1. THE CONTRACT DOCUMENTS: The complete contract consists of the following documents:

- a. Notice Calling for Bids
- b. Request for Proposal Document
- c. CUPCCAA Bid Form
- d. Performance Bond
- e. Non Collusion Agreement
- f. State of California Drug Free Workplace Certification
- g. Attachment - Fingerprint and Criminal Background Check Certification
- h. Workers' Compensation Certificate
- i. Internal Revenue Service W-9 Form

Any and all obligations of the District and the Contractor are fully set forth and described therein or are reasonably inferable that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in said documents. The documents comprising the complete Contract are sometimes hereinafter referred to as the Contract Documents, or the Contract.

Project Name: Window Coverings for select classrooms and offices, MESD

Project No.: 181902

Project Site: Spring Valley Elementary School located at 817 Murchison Drive, California 94030

- 2. THE MATERIALS AND SUPPLIES:** The contractor agrees to furnish the item or items of the stated Notice of bid (due date 07/17/2018), and all transportation, service, labor, and material necessary to furnish and deliver same in good condition, in the manner designated in, and in strict conformity with the specifications and other contract documents, at the price or prices hereinafter set forth. The District shall not be responsible for the care or protection of any property, material, or parts ordered against said contract before date of delivery to the respective Project Site noted in Section 1. It is understood by the Contractor that all items or services will be promptly delivered to the District.

CONTRACT AGREEMENT
Millbrae Elementary School District

CUPCAA PROJECT No. 181902

3. **WARRANTY:** For a period of 1 year following the date of substantial completion of Work, Contractor guarantees the Work against original defects of material and workmanship, and agrees to mitigate, at its own cost, any Work which does not confirm to the Contract or meet the standard of the industry, and remedy any defects resulting from faulty materials or workmanship which become evident.
4. **CONTRACT PRICE.** As full consideration for the full and faithful performance of the Contract by the Contractor, the District shall pay to the Contractor the total amount stipulated in the Contractor's bid for the Project of:

FIFTY NINE THOUSAND FOUR HUNDRED FORTY FOUR Dollars and SIXTY
Cents(\$ 59,444.60) ("Contract Price").

The Contract Price is subject to increases and/or decreases as provided in the Contract Documents. The District shall pay the Contract Price to the Contractor in accordance with the conditions listed below. The DISTRICT's standard terms for payment are Net 30 days. All discounts, including prompt payment, shall be included in bid price.

5. **INVOICING & PAYMENTS:** The DISTRICT's standard terms for payment are Net 30 days. All discounts, including prompt payment, shall be included in bid price.
All invoices are to be submitted in duplicate and mailed to the address noted on the Request For Proposal (RFP) and marked:

MILLBRAE SCHOOL DISTRICT
ATTENTION: ACCOUNTS PAYABLE JOB No. 181902
555 RICHMOND DRIVE
MILLBRAE, CA 94030

Invoices will be returned for correction unless they contain the following information:

Invoice (Percentage of Complete and/or Final)
Condition or Unconditional Waiver (Suppliers also if applicable)
Copy of certified payroll report

Progress (Percentage of Completion) invoicing are due on the 25th of each month.

6. **TERMINATION FOR DEFAULT:** If the said Contractor fails or neglects to supply or deliver any of said goods, articles, or service at the prices named and at the times and places above stated, the District may, without further notice or demand, cancel and rescind this contract or may purchase

**CONTRACT AGREEMENT
Millbrae Elementary School District**

CUPCCAA PROJECT No. 181902

said goods, supplies, or services elsewhere, and hold said Contractor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said Contractor in performing any of the terms and conditions of this contract; it being specifically provided and agreed that time shall be the essence of this agreement.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

7. DISTRICT'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION

THEREOF: The District may withhold a sufficient amount or amounts of any payment otherwise due to the Contractor, as in its judgment may be necessary to cover defective items not remedied, and the District may apply such withheld amount or amounts to the payment of such claims, in its discretion.

8. EXTRA AND/OR ADDITIONAL SPECIFICATIONS AND CHANGES:

Should the District at any time during the performance of the contract, request any alterations, deviations, additions, or omissions from the Specifications or other Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or make void the Contract, but the cost will be added to or deducted from the amount of said Contract price, as the case may be, by a fair and reasonable valuation.

The estimated cost of a proposed change shall be established in one or more of the following methods:

- a. By an acceptable lump sum proposal from the Contractor.
- b. By unit prices agreed upon by the District and the Contractor.

No change shall be made in any specification of any item under the Contract unless a written statement setting forth the object of the change, its character, amount, and the expense thereof is first submitted to the District and written consent thereto obtained

9. TIME OF COMPLETION: The Contractor shall begin performance of the Contract promptly upon due execution and delivery to the District of the Contract and Bond (if required). The Contractor is obligated to completely and satisfactorily perform the Contract within the period or periods specified in the Bid documents.

10. HOLD HARMLESS: The Contractor must save, keep, bear harmless and fully indemnify said District and any of its officers or agents from all damages, or claims for damages, costs or expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights, copyright, or trademark of any person or persons in consequence of the use by said District or by any of its officers or agents, or articles to be supplied under this contract.

CONTRACT AGREEMENT
Millbrae Elementary School District

CUPCAA PROJECT No. 181902

11. **THE DISTRICT'S INSPECTOR:** All items shall be subject to the inspection of the District. Inspection of the items shall not relieve the Contractor from any obligation to fulfill this Contract. Defective items shall be made good by the Contractor, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the District and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the Contractor shall forthwith remedy such defect in a manner satisfactory to the District.
12. **REMOVAL OF REJECTED ITEMS:** All items rejected by the District at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Contractor, who shall assume and pay the cost thereof without expense to the District, and shall be replaced by satisfactory items.
13. **DELAY DUE TO UNFORESEEN OBSTACLES:** The parties to this Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is also established that the non-performance is not due in part to the fault or neglect of the party not performing.
14. **ASSIGNMENT OF CONTRACT:** The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof, or any right, title, or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of the District.
15. **ATTORNEYS' FEES:** If suit is brought by either party to this Contract to enforce any of its terms (including all component parts of the contract documents), and the District prevails in such suit, the Contractor shall pay all litigation expenses incurred by the district, including attorneys' fees, court costs, expert witness fees and investigation expenses.
16. **GOVERNING LAW AND VENUE.** The Contract of which this Agreement is a part shall be governed by the laws of the State of California. Any action, arbitration or other proceeding arising from the Contract shall be initiated and conducted only in the County of San Mateo, California.
17. **CONTRACTOR IS NOT AN OFFICER, EMPLOYEE, OR AGENT OF THE DISTRICT:** While engaged in carrying out and complying with the terms and conditions of this Contract, the

**CONTRACT AGREEMENT
Millbrae Elementary School District**

CUPCCAA PROJECT No. 181902

Contractor is an independent contractor, and is not an officer, employee or agent of the District or its member districts.

- 18. INSURANCE PERMITS AND LICENSES REQUIRED OF THE CONTRACTOR:** The Contractor shall maintain insurance adequate to protect him/her from claims under workers' compensatory acts, and from claims for damages for personal injury including death, and damage to property which may arise from operations under the Contract in amounts specified in the Specifications. The Contractor may be required by the District to file with the District certificates of such insurance. The failure to furnish such evidence, if required, may be considered default by the Contractor.

The contractor and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles, or services covered under this Contract. All operations and materials shall be in accordance with the law.

- 19. CONDITIONAL BID:** The District reserves the right to reject any bid which imposes conditions, or terms, on purchases, which were not specified in the original bid document.

IN WITNESS WHEREOF, the District, by order of its Governing Board, has caused this instrument to be duly subscribed by the Secretary of said Board, and the Contractor has caused this instrument to be duly subscribed and executed, all on the date first hereinbefore set forth.

Contractor
David Forelle Pres
Name/Title
[Signature]
Signature
7-18-18
Date

District:
Vahn Phayprasert, Superintendent
[Signature]
Signature
7-18-18
Date

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is:

Contractors' State License Board
9821 Business Park Drive
Sacramento CA 95827
(916)255-3900; <http://www2.cscb.ca.gov/>
(Business & Professions Code, section 7030)

CUPCCAA BID FORM

Project _181902_

9. **Bid Protests.** Any bid protest by any Contractor regarding any other bid on this Project must be submitted in writing to the District, before 5:00 p.m. of the SECOND (2ND) business day following the date of bid opening, or the Contractor waives its right to protest. The protest must contain a complete statement of any and all bases for the protest and the Contractor must concurrently transmit a copy of the protest to all other bidders that appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
10. **Addenda.** Receipt and acceptance of the following addenda is hereby acknowledged.

CONTRACT FORM. DISTRICT'S CONTRACT FORM IS PART OF THE CONTRACT DOCUMENTS. THE SCOPE OF THE PROJECT IS AS DESCRIBED IN EXHIBIT "A" TO THE CONTRACT. THE SUCCESSFUL CONTRACTOR SHALL, WITHIN SEVEN (7) CALENDAR DAYS OF NOTICE THAT IT HAS BEEN AWARDED THE CONTRACT, BE REQUIRED TO PROVIDE TO THE DISTRICT ALL CERTIFICATIONS, BONDS, INSURANCE DOCUMENTS, CONSTRUCTION SCHEDULE, SUBCONTRACTOR LIST AND ALL OTHER REQUIRED DOCUMENTATION AS INDICATED IN THE CONTRACT.

Contractor hereby certifies to the District that all representations, certifications, and statements made by Contractor, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this 12th day of July 2018

Sign [Signature] Name: David Farella

Name of Contractor Blinds and Designs

Signed by: [Signature]

Title of Signer President/Owner

✓ Taxpayer's Identification No. of Contractor 26-1670934

Department of Industrial Relation (DIR) Registration No _____

Telephone No 415 921 4212 Fax No. 415 921 4202

✓ Email of main contact david@blindsdesigns.com

✓ Contractor's License No(s) No: 823970 Class C-61/D⁵² Exp Date 9/30/19

CUPCCAA BID FORM

Project 181902

**MILLBRAE ELEMENTARY SCHOOL DISTRICT
CUPCCAA BID FORM**

**FOR REPAIRS, MAINTENANCE OR CONSTRUCTION SERVICES AWARDED
PURSUANT TO THE "INFORMAL BIDDING" PROCEDURES OF THE PUBLIC
CONTRACT CODE § 22000, ET SEQ. (THE UNIFORM PUBLIC CONSTRUCTION
COST ACCOUNTING ACT ("CUPCCAA")) -- INFORMAL BID**

**PROJECT: Window Coverings for select classrooms and offices, MESD Project No.
181902 at the Spring Valley Elementary School located at 817 Murchison Drive,
California 94030.**

Contractor will perform the Work defined in the Contract Documents and fully understands the scope of
Work required in this bid and accepts in full payment for that Work the following total lump sum or
TOTAL BASE BID AMOUNT, all taxes included: **BID BREAKDOWN**

| | |
|--|---------------------|
| Shades - Materials (Provide room type detail-end of document) | \$ 43,920 |
| Tax | \$ 4,062.60 |
| Installation | \$ 7,851 |
| Other - <u>Shipping</u> | \$ 3,611 |
| Other - <u>NO BID BRO</u> | \$ |
| | |
| TOTAL BASE BID | \$ 59,444.60 |

1. **Work.** Contractor has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this bid, understands the construction and project management function(s) is described in the Contract Documents.
2. **Schedule.** Contractor agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
 - a. Expected start and completion dates: July 15 - August 15, 2018
3. **Subcontractors.** Contractor shall identify the name, location of the place of business, California Contractor State License Number, DIR Registration Number, and kind of work of

CUPCCAA BID FORM
Project 181902

| | |
|------------------------|--------------|
| Principal' Office | \$ 1,710 |
| Office Conference Room | \$ 855.41 |
| Receptionist Office | \$ ↓ |
| Library | \$ 7,351 |
| Classrooms: | \$ 49,528.19 |
| A | \$ |
| B | \$ |
| C | \$ |
| D | \$ |
| K | \$ |
| J | \$ |
| I | \$ |
| H | \$ |
| G | \$ |
| F | \$ |
| M | \$ |
| N | \$ |
| O | \$ |
| P | \$ |
| Q | \$ |
| R | \$ |
| S | \$ |
| Total | \$ 57,114.60 |

CUPCCAA BID FORM

Project 181902

each subcontractor that will perform work or labor or render service in or about the construction of the Work or improvement in an amount in excess of one-half of 1 percent (0.5%) of the Contractor's total bid. Use extra sheets/extra space as needed.

| NAME | LOCATION | CSLB LIC# | DIR REG # | TYPE | \$ VALUE |
|--------------------|-------------------------|-----------|------------------------------------|----------|-----------|
| Blinds and Designs | 1845 Polk St. | 823970 | See attached to file | C-61/D52 | 59,444.60 |
| | San Francisco CA, 94109 | | IN 2Y HOURS | | |
| | | | #1000059721 | | |

4. **Bid Bond.** Contractor shall provide with its bid a certified or cashier's check or bidder's bond for an amount not less than ten percent (10%) of the bid amount. The certified or cashier's check or bid bond shall be made payable to the order of the District. If a bid bond accompanies the proposal, the bond shall be secured by an admitted surety company, licensed in the State of California, satisfactory to the District and in the form attached hereto. The certified or cashier's check or bond shall be given as a guarantee that Contractor will enter into the Contract if awarded the Work, and in the case of refusal or failure to enter into the Contract, the District shall have the right to award to another bidder. If Contractor fails or refuses to timely enter into the contract, the District reserves the right to declare the bid bond forfeited and to pursue all other remedies in law or equity relating to such breach including, but not limited to, seeking recovery of damages for breach of contract. Failure to provide bid security, or bid security in the proper amount, will result in rejection of the bid.
5. **Non Collusion Affidavit.** Contractor shall provide with its bid the Non Collusion Affidavit in the form attached hereto.
6. **Prevailing Wages:** The successful bidder and each of its subcontractors of any tier will be required to pay not less than the general prevailing rates of per-diem wages in the locality in which the work is to be performed for each craft or type of worker needed to execute the contract ("Prevailing Wages").
7. **Required Contractor License.** Contractor certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of Work required under the terms of the Contract Documents. Contractor further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.
8. **Department of Industrial Relations ("DIR") registration:** Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors what wish to bid on, be listed in a bid proposal, of enter into a c contract to perform public work, must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractors and subcontractors current registration with the DIR to perform public work. If awarded the Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its Bid.

NON-COLLUSION AFFIDAVIT
Public Bid Code § 7106

TO BE EXECUTED BY CONTRACTOR BIDDER

State of California)
) ss.

County Of San Mateo)

I, Dan Forella being duly sworn, declare that I am
Pres of BIND + Design the party making
 the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any
 undisclosed person, partnership, company, association, organization, or corporation; that the
 proposal 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 proposal, and has not directly or
 indirectly colluded, conspired, connived, or agreed with any other Bidder or anyone else to put in a
 sham proposal, or that anyone shall refrain from proposing; that the Bidder has not in any
 manner, directly or indirectly, sought by agreement, communication, or conference with anyone to
 fix the proposal price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost
 element of the proposal 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 proposal are true; and further, that the Bidder has not, directly or
 indirectly, submitted his or her proposal 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, proposal depository, or to any
 member or agent thereof to effectuate a collusive or sham proposal.

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

Dated this 16th day of July 2018

at Burlingame California

Signature

BIND + Design

Name of Contractor

Title

Pres
82976

CSLB Lic No.

San Francisco 1845 Polk Street
 San Francisco, CA 94109
 Tel: 415.921.4212 Fax: 415.921.4201



PO #

Designer David Farella

Mark Ono Blackfield Drive
 Tiburon, CA 94920
 Tel: 415.380.0320 Fax: 415.380.0321

Guaranteed Competitive Pricing

www.blindsdesigns.com

Date 6/29/18

CA Lic 823970

| | | | |
|----------|-------------------------|----------|----------------------|
| Name | Raul Fregozo | Name | |
| Company | Milbrae School District | Company | Spring Valley School |
| Address | 555 Richmond Drive | Address | |
| Cty, ZIP | Milbrae, CA 94030 | Cty, ZIP | |
| Tel | | Tel | |
| Cell | 650-773-1818 | Cell | |
| Fax | | Fax | |
| Email | | Email | |

| Room | Qty | Description | Price |
|--------------------------|-----------------|---|---------------------|
| | # Double Shades | Provide and Install MechoShade solar shades in double shade configuration with 0700 or 0250 cloth closest to window and 600 cloth 3% openness closest to room with fascia covers covering both rolls. Both shades to be manual with stainless steel continuous loop chain controls. Colors of fabrics and fascia TBD but does not affect price. All shade mounted at top of windows | |
| Principal | 2 | Four window sections treated with two shades covering two windows each | \$1,284.00 |
| Conf | 1 | Two window sections treated with one shade | \$632.00 |
| Office | 2 | Four window sections treated with two shades covering two windows each | |
| Class | 56 | Rooms B-C-F-G-H-I-J-K-M-N-O-P-Q-R, these fourteen room have seven window section each and will be treated with three shades covering two window sections each and one shade covering one window section | \$31,794.00 |
| Class | 3 | Room A has six window sections with three shades covering two sections each | \$1,896.00 |
| Class | 5 | Room D has nine window sections with four shades covering two sections each and one shade covering one section | \$2,903.00 |
| Library | 9 | The Library has seventeen window sections with eight shades covering two window sections each and one shade covering one window section | \$5,431.00 |
| Payment Schedule | | | |
| | Amount | Date | Type Subtotal |
| Deposit | \$39,444.60 | | Tax \$4,082.60 |
| Upon Making Install Appt | | | Install \$7,851.00 |
| Upon Install Completion | \$20,000.00 | | Shipping \$3,811.00 |
| | | | Total \$59,444.60 |

| | |
|-------------------------------------|--|
| 1) <input type="checkbox"/> initial | I have discussed specific installation placements & agree with the mounting described above. |
| 2) <input type="checkbox"/> initial | I agree to complete the payment schedule as dictated above. If partial installations are required, I agree to pay the balance due for each product installed. |
| 3) <input type="checkbox"/> initial | I authorized Blinds & Designs to charge my credit card the balance due upon installation unless alternative arrangements are made in advance. |
| 4) <input type="checkbox"/> initial | I certify that the product information on the face of this order is accurate and complete. I also understand the products described are specifically designed and custom-built that Blinds & Designs will take action upon execution of this agreement to order and have constructed those items set forth herein. The delivery date, when given, shall be deemed approximate and performance may be subject to delays caused by strikes, fires, acts of God or other reasons not under the control of Blinds & Designs as well as availability of the product, or any component products at the same time of delivery. My order will be processed immediately. CANCELLATIONS ARE NOT ACCEPTED, NO REFUND. Store credit subject to approval. DUE TO CUSTOMER ORDER, CUSTOMER VOLUNTARILY WAIVES 72-HOUR RESCISSION RIGHTS. |
| 5) <input type="checkbox"/> initial | Balances outstanding after five (5) business days from the date of installation of the product shall be subject to a late penalty fee of .8% per month from the due date until the amount is paid. (10% APR) |
| 6) <input type="checkbox"/> initial | If legal action is necessary to enforce payment, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses. |

Credit Card Number (Visa, Master Card, American Express, Discover) Expiration Date

Customer Signature

Blinds & Designs Approval

Project_181902__

PERFORMANCE/PAYMENT BOND (CALIFORNIA PUBLIC WORK)

KNOW ALL INDIVIDUALS BY THESE PRESENTS:

THAT WHEREAS, the MILLBRAE ELEMENTARY SCHOOL DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to BLINDS AND DESIGNS (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: Energy Services Design Build Contractor for Proposition 39 Energy Efficiency and Conservation (hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for said Public Work dated JULY 17, 2018, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, BLINDS & DESIGNS, the undersigned Contractor, as Principal, and Old Dominion Insurance Agency, a corporation organized and existing under the laws of the State of New Mexico, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the MILLBRAE ELEMENTARY SCHOOL DISTRICT in the sum of FIFTY NINE THOUSAND FOUR HUNDRED FORTY FOUR AND SIXTY CENTS Dollars (\$ 59,444.60), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount 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, if the bounded Contractor, his or her 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 agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto)

Millbrae Elementary School District
RFQ/P# 181902

Performance/Payment Bond Page 1

Project_181902

by any overpayment or underpayment by the Obligor that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligor to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly take over and complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents of independent contractors by Obligor as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages; or, at Obligor's sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligor of the lowest responsible bidder, arrange for a contract between such bidder and the Obligor and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract Price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligor under the Contract and any modifications thereto, less the amount previously paid by the Obligor to the Principal, less any withholdings by the Obligor allowed under the Contract. Obligor shall not be required or obligated to accept a tender of a completion contractor from the Surety.

Surety expressly agrees that the Obligor may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligor, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Obligor and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Surety shall remain responsible and liable for all patent and latent defects that arise out of or relate to the Contractor's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

Contractor and Surety agree that if the Obligor is required to engage the services of an attorney in connection with enforcement of the bond, Contractor and Surety shall pay Obligor's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In the event suit is brought upon this bond by the Obligor and judgment is recovered, the Surety shall pay all costs incurred by the Obligor in such suit, including reasonable attorneys' fees to be fixed by the Court.

Project 181902IN WITNESS WHEREOF, we have hereunto set our hands and seals this 27th day of July, 2018.

Principal/Contractor:

(Signed)

By: (Name) David Farella

President
(Title)

SURETY:

Old Dominion Insurance AgencyBy: 
Richard Harnes/Attorney-in-Fact Agency, Inc.The rate of premium on this bond is 3.4% per thousand.The total amount of premium charged: \$ 2,000.00 (This must be filled in by a corporate surety).

Project_181902__

Any claims under this bond may be addressed to:
(Name and Address of Surety)

(Name and Address of agent or representative for
service of process in California)

Old Dominion Insurance Agency

Richard Harmes, Authorized Agent

7001 Menaul NE, Ste V, Albuquerque NM 87110

1020 Pinon Oak Dr, Prescott AZ 86305

Telephone: 505-298-5542

Telephone: 928-308-2838

STATE OF ARIZONA

)

)ss.

COUNTY OF YAVAPAI

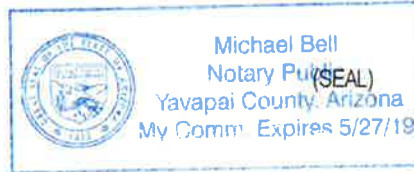
)

On July 27, 2018 before me, Michael Bell, a Notary Public in and for said State, personally appeared Richard Harmes, 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 as the Attorney-in-Fact of the Old Dominion Insurance Agency (Surety) and acknowledged to me that he/she/they subscribed the name of the Old Dominion Insurance Agency (Surety) thereto and his own name as Attorney-in-Fact on the executed instrument.

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

WITNESS my hand and official seal.

Michael Bell
Notary Public in and for said State



Commission expires: 5-27-19

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

AIA Document A312 - Electronic Format

Performance Bond

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES: CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

Any singular reference to Contract, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address): Blinds & Designs
1845 Polk Street
San Francisco, CA 94109

SURETY (Name and Principal Place of Business): Old Dominion
Insurance Agency
7001 Menaul NE, Ste
V
Albuquerque, NM
87110

OWNER (Name and Address): Millbrae School District
555 Richmond Drive
Millbrae, CA 94030

BOND NO. 09-0801-CCL278

CONSTRUCTION CONTRACT

Date: July 17, 2018

Amount: \$59,444.60

Description (Name and Location): Spring Valley School, 817 Murchison Drive, Millbrae, CA 94030

BOND

Date (Not earlier than Construction Contract Date): July 27, 2018

Amount: \$59,444.60

Modifications to this Bond:

☒ None

☐ See Last Page

CONTRACTOR AS PRINCIPAL

Company: Blinds & Designs (Corporate Seal)

SURETY

Company: Old Dominion Insurance Agency (Corporate Seal)

Signature: _____

Name and Title: David Farella, President

(Any additional signatures appear on the last page)

Signature: _____

Name and Title: Richard Harnes, Authorized Agent

Agency, Inc.

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the

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Performance Bond

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CONTRACTOR (Name and Address): Blinds & Designs
1845 Polk Street
San Francisco, CA 94109

SURETY (Name and Principal Place of Business): Old Dominion
Insurance Agency
7001 Menaul NE, Ste
V
Albuquerque, NM
87110

OWNER (Name and Address): Millbrae School District
555 Richmond Drive
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BOND NO. 09-0801-CCL278

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BOND

Date (Not earlier than Construction Contract Date): July 27, 2018

Amount: \$59,444.60


Modifications to this Bond:

☒ None

☐ See Last Page

CONTRACTOR AS PRINCIPAL
Company: Blinds & Designs (Corporate Seal)

SURETY
Company: Old Dominion Insurance Agency (Corporate Seal)

Signature: 
Name and Title: David Farella, President
(Any additional signatures appear on the last page)

Signature: 
Name and Title: Richard Harnes, Authorized Agent

Agency, Inc

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the

Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

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9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS: None

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

Signature: _____

Name and Title: _____

Address: _____

AIA Document A312 - Electronic Format

Payment Bond

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES: CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

Any singular reference to Contract, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address): _____

SURETY (Name and Principal Place of Business): _____

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3

OWNER (Name and Address): Millbrae School District
555 Richmond Drive
Millbrae, CA 94030

CONSTRUCTION CONTRACT

Date: July 17, 2018

Amount: \$59,444.60

Description (Name and Location): Spring Valley School, 817 Murchison Drive, Millbrae, CA 94030

BOND

Date (Not earlier than Construction Contract Date): July 27, 208

Amount: \$59,444.60

Modifications to this Bond:

☒ None

CONTRACTOR AS PRINCIPAL

Company: Blinds & Designs

(Corporate Seal)

SURETY

Company: Old Dominion Insurance Agency

Signature: _____

Name and Title: David Farella, President

(Any additional signatures appear on the last page)

Signature: _____

Name and Title: Richard Harmes, Authorized Agent



(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER: Richard Harmes
1020 Pinon Oak Dr
Prescott, AZ 86305

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered

defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

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- .1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
- .2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
- .3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of

the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

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15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS: None

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

SURETY

Company: _____ (Corporate Seal)

Signature: _____

Name and Title: _____

Address: _____

Signature: _____

Name and Title: _____

Address: _____

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OWNER (Name and Address): Millbrae School District
555 Richmond Drive
Millbrae, CA 94030

CONSTRUCTION CONTRACT

Date: July 17, 2018

Amount: \$59,444.60

Description (Name and Location): Spring Valley School, 817 Murchison Drive, Millbrae, CA 94030

BOND

Date (Not earlier than Construction Contract Date): July 27, 208

Amount: \$59,444.60

Modifications to this Bond:

☒ None

CONTRACTOR AS PRINCIPAL

Company: Blinds & Designs (Corporate Seal)

Signature:

Name and Title: David Farella, President
(Any additional signatures appear on the last page)

SURETY

Company: Old Dominion Insurance Agency

Signature:

Name and Title: Richard Harnes, Authorized Agent



(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER: Richard Harnes
1020 Pinon Oak Dr
Prescott, AZ 86305

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered

defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

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Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS: None

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Name and Title:

Address:

Signature: _____

Name and Title:

Address:

AIA Document A312 - Electronic Format

Payment Bond

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES: CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

Any singular reference to Contract, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

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Electronic Format A312-1984

POWER OF ATTORNEY

STATE OF (Arizona)

COUNTY OF (Yavapai)

KNOWN ALL MEN BY THESE PRESENTS, that Old Dominion Insurance Agency – a corporation existing under and by virtue of the laws appoints Richard Harmes in Prescott State of Arizona and shall have all lawful permissible authority in signing all documents and who is authorized to enter an appearance in its behalf as relating to any Bid and/or Payment & Performance Bonds issued.

IN WITNESS WHEREOF, I hereunto signed my name this 27th Day of July, 2018.

X

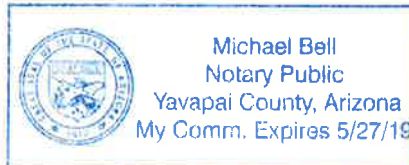
Authorized Agent

ACKNOWLEDEMENT

STATE OF (Arizona)

COUNTY OF (Yavapai)

Before me a notary public, on this day personally appeared Richard Harmes, Known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.





PO #

San Francisco 1845 Polk Street
 San Francisco, CA 94109
 Tel: 415.921.4212 Fax: 415.921.4201

Blinds & Designs

Designer David Farella

Guaranteed Competitive Pricing

Mark One Blackfield Drive
 Tiburon, CA 94920
 Tel: 415.360.0320 Fax: 415.360.0321

www.blindsdesigns.com

Date 6/29/18

CA Lic: 823970

| | | | |
|-----------|-------------------------|-----------|----------------------|
| Name | Raul Fregozo | Name | |
| Company | Milbrae School District | Company | Spring Valley School |
| Address | 555 Richmond Drive | Address | |
| City, ZIP | Milbrae, CA 94030 | City, ZIP | |
| Tel | | Tel | |
| Cell | 650-773-1018 | Cell | |
| Fax | | Fax | |
| Email | | Email | |

| Room | Qty | Description | Price |
|-----------|-----------------|--|-------------|
| | # Double Shades | Provide and install MechoShade solar shades in double shade configuration with 0700 or 0250 cloth closest to window and 800 cloth 3% openness closest to room with fascia covers covering both rolls. Both shades to be manual with stainless steel continuous loop chain controls. Colors of fabrics and fascia TBD but does not affect price. All shade mounted at top of windows. | |
| Principal | 2 | Four window sections treated with two shades covering two windows each | \$1,284.00 |
| Conf | 1 | Two window sections treated with one shade | \$632.00 |
| Office | 2 | Four window sections treated with two shades covering two windows each | |
| Class | 56 | Rooms B-C-F-G-H-I-J-K-M-N-O-P-Q-R, those fourteen room have seven window sections each and will be treated with three shades covering two window sections each and one shade covering one window section | \$31,794.00 |
| Class | 3 | Room A has six window sections with three shades covering two sections each | \$1,896.00 |
| Class | 5 | Room U has nine window sections with four shades covering two sections each and one shade covering one section | \$2,903.00 |
| Library | 9 | The Library has seventeen window sections with eight shades covering two window sections each and one shade covering one window section | \$5,431.00 |

| Payment Schedule | Amount | Date | Type | Subtotal | |
|--------------------------|-------------|------|------|----------|-------------|
| Deposit | \$39,444.00 | | | Tax | \$4,082.00 |
| Upon Making Install Appt | | | | Instal | \$7,851.00 |
| Upon install Completion | \$20,000.00 | | | Shipping | \$3,611.00 |
| | | | | Total | \$59,444.00 |

- I have discussed specific installation placements & agree with the mounting described above.
 initial
- I agree to complete the payment schedule as dictated above. If partial installations are required, I agree to pay the balance due for each product installed.
 initial
- I authorized Blinds & Designs to charge my credit card the balance due upon installation unless alternative arrangements are made in advance.
 initial
- I certify that the product information on the face of this order is accurate and complete. I also understand the products described are specifically designed and custom-built that Blinds & Designs will take action upon execution of this agreement to order and have constructed those items set forth herein. The delivery date, when given, shall be deemed approximate and performance may be subject to delays caused by strikes, fires, acts of God or other reasons not under the control of Blinds & Designs as well as availability of the product, or any component products at the same time of delivery. My order will be processed immediately. **CANCELLATIONS ARE NOT ACCEPTED, NO REFUNDS.** Store credit subject to approval. **DUE TO CUSTOM ORDER, CUSTOMER VOLUNTARILY WAIVES 72-HOUR RESCUSSION RIGHTS.**
 initial
- Balance outstanding after five (5) business days from the date of installation of the product shall be subject to a late penalty fee of .8% per month from the due date until the amount is paid. (10% APR)
 initial
- If legal action is necessary to enforce payment, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses.
 initial

Credit Card Number (Visa, Master Card, American Express, Discover) Expiration Date

Customer Signature

Blinds & Designs Approval

GUARANTEE

Guarantee for Millbrae Elementary School District.

We hereby guarantee that the Window Coverings for select classrooms and offices, which we have installed at Spring Valley Elementary School located at 817 Murchison Drive, California 94030. has been done in accordance with the Contract Documents, including without limitation, the drawings and specifications, and that the work as installed will fulfill the requirements included in the bid documents. The undersigned and its surety agrees to repair or replace any or all such work, together with any other adjacent work, which may be displaced in connection with such replacement, that may prove to be defective in workmanship or material within a period of ONE YEAR (1) from the date of the Notice of Completion of the above-mentioned structure by the Millbrae Elementary School District, ordinary wear and tear and unusual abuse or neglect excepted.

In the event the undersigned or its surety fails to comply with the above-mentioned conditions within a reasonable period of time, as determined by the District, but not later than ten (10) days after being notified in writing by the District or within forty-eight (48) hours in the case of an emergency or urgent matter, the undersigned and its surety authorizes the District to proceed to have said defects repaired and made good at the expense of the undersigned and its surety, who will pay the costs and charges therefor upon demand. The undersigned and its surety shall be jointly and severally liable for any costs arising from the District's enforcement of this Guarantee.

Signature of Contractor

Blank + Dep. Jr
David Farley
Name: _____
By: _____

Signature of Subcontractor (if Used)

Name: _____
By: _____

Representatives to be contacted for service (if not Contactor):

Name: _____

Address: _____

Telephone: _____

**Millbrae School District**

555 Richmond Road

Millbrae, CA 94030

Ph (650) 697-5603 Fax (650) 697-6865

PRE-BID/JOB WALK CONFERENCE ATTENDEESSite: **Spring Valley Elementary School**Project: **Window Coverings #181902**

Date

Time:

| | | | |
|----------------|------------------------|-------|------------------|
| Contact Person | David Farrell | Phone | 415-609-3189 |
| Company | Blinds + Drapes | Fax | 415-821-4303 |
| Address | 1875 Pike St | Trade | Window Coverings |
| City/Zip | San Jose CA 95109 | | |
| Email | David@blindsdesign.com | | |
| Contact Person | | Phone | |
| Company | | Fax | |
| Address | | Trade | |
| City/Zip | | | |
| Email | | | |
| Contact Person | | Phone | |
| Company | | Fax | |
| Address | | Trade | |
| City/Zip | | | |
| Email | | | |
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| Email | | | |
| Contact Person | | Phone | |
| Company | | Fax | |
| Address | | Trade | |
| City/Zip | | | |
| Email | | | |

**CONTRACTORS STATE LICENSE BOARD**

Contractor's License Detail for License # 823970

ISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Data current as of 7/16/2018 9:09:14 AM

Business Information

BLINDS & DESIGNS
1845 POLK STREET
SAN FRANCISCO, CA 94109
Business Phone Number:(415) 921-4212

Entity Sole Ownership
Issue Date 09/12/2003
Expire Date **09/30/2019**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C-61 / D52 - WINDOW COVERINGS

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with AMERICAN CONTRACTORS INDEMNITY COMPANY.

Bond Number: 100190769

Bond Amount: \$15,000

Effective Date: 01/01/2016

[Contractor's Bond History](#)

Workers' Compensation

This license has workers compensation insurance with the SENTINEL INSURANCE COMPANY LTD

Policy Number: 57WECIX8241

Effective Date: 07/28/2016

Expire Date: 07/28/2018

[Workers' Compensation History](#)

State of California

Department of Industrial Relations

[Labor Law](#)[Cal/OSHA - Safety & Health](#)[Workers' Comp](#)[Self Insurance](#)[Apprenticeship](#)[Director's Office](#)[Boards](#)[Public Works](#) | [Public Works Contractor \(PWC\) Registration](#)

1000059421 Contractor Details

Public Works Contractor (PWC)

Enter at least one search criteria to display registered contractors.

Note: Search results will display all of the public works contractors.

Make sure the proper registration fiscal year is selected.

Registration Fiscal Year: 7/1/2018 - 6/30/2019

PWC Registration Number: example: 12345678

Contractor Legal Name: example: ABC COMPANY

License Number: 823970

County: Select County

Search

This is a listing of PWC registrations pursuant to Division 23.

Search Results

One registered contractor found. 1

| Details | Legal Name | Registration Number | County |
|---------|------------------|---------------------|---------------|
| View | BLINDS & DESIGNS | 1000059421 | SAN FRANCISCO |

| | | | | | | | |
|------|------------------|------------|---------------|---------------|-------------|--------|-----------------------|
| View | BLINDS & DESIGNS | 1000059421 | SAN FRANCISCO | SAN FRANCISCO | CSLB:823970 | Active | 07/16/2018 06/30/2019 |
|------|------------------|------------|---------------|---------------|-------------|--------|-----------------------|

Contractor Information

Legal Entity Information

Workers' Compensation

Legal Name

BLINDS & DESIGNS

Legal Entity Type

CORPORATION

Trade Name

BLINDS & DESIGNS

License Number(s)

CSLB :823970

Mailing Address

1845 POLK STREET
SAN FRANCISCO, CA 94109

Physical Address

1845 POLK STREET
SAN FRANCISCO, CA 94109

Email Address

DAVID@BLINDSDESIGNS.COM

v2.20171120

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Registration Complete! Thank you for your payment.

Your PWCR registration and payment were submitted on 07/16/2018 at 05:51 AM. If you paid by credit card, payment confirmation and registration processing will take up to 24 hours. If you paid by ACH/EFT, payment confirmation and registration processing will take up to 10 calendar days.

Registration for Fiscal Year: 2019

PWC Registration Number: 1000059421

Contractor Legal Name: BLINDS & DESIGNS

Contractor Legal Entity: Corporation

Payment Amount: \$400.00

Payment Method: AMEX

Payment Confirmation Number: J96J3R04Y7PC1

Fingerprint and Criminal Background Check Certification

Project _181902_

In accordance with the Department of Justice (DOJ) fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.

With respect to the Agreement (Number _181902_) between the Millbrae Elementary School District ("DISTRICT") and, the individual, BLINDS AND DESIGNS company or contractor named ("VENDOR,"), for provision of **Window Coverings for select classrooms and offices, MESD Project No. 181902 at the Spring Valley Elementary School located at 817 Murchison Drive, California 94030.** services.

PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW:

REQUIREMENTS SATISFIED:

- ☐ The VENDOR hereby certifies to the DISTRICT'S governing board that it has completed the criminal background check requirements of Education Code (EC) section 45125.1 and that none of its employees that may come into contact with DISTRICT students 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).

List below, or attach, all employee(s) names that have successfully completed the fingerprinting and criminal background check clearance in accordance with the law.

SERVICES MAY BEGIN AFTER THE CONTRACT IS EXECUTED

~~ OR ~~

WAIVER JUSTIFICATION

- ☒ The VENDOR qualifies for a waiver of the Department of Justice (DOJ) fingerprint and criminal background investigation for the following reason(s) permitted by Education Code section 45125.1 et seq.

Fingerprint and Criminal Background Check Certification

Project 181902

- ☒ The VENDOR and its employees will have NO CONTACT with pupils. (No school-site services will be provided.)
- ☐ The VENDOR and its employees will have LIMITED CONTACT with pupils. (Attach information about length of time on school grounds, proximity of work area to pupil areas; whether VENDOR/its employees will be working by themselves or with others, and any other factors that substantiate limited contact.) [EC 45125.1 (c)]
- ☐ The VENDOR and its employees will have more than LIMITED CONTACT with pupils but will assure that ONE (1) OR MORE of the following methods are utilized to ensure pupil safety. [EC 45125.2 **Check all methods to be used:**
- ☐ Installation of a physical barrier at the worksite to limit contact with students
 - ☐ Continual supervision and monitoring of all employees of the VENDOR by an employee of the VENDOR who has not been convicted of a serious of violent felony as ascertained by the DOJ
 - ☐ Surveillance of employees of the VENDOR by school personnel
- ☐ The services provided by the VENDOR are for an "EMERGENCY OR EXCEPTIONAL SITUATION," such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable."
[EC 45125.1(b)]

By signing below, under penalty of perjury, I certify that the information contained on this certification form and attached employee list(s) is accurate. I understand that it is the VENDOR'S sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification," along with the employee list, throughout the duration of VENDOR provided services.

Authorized Contractor Signature: 

Printed Name: David, Farella,

Title: President/Owner

Date: 07/16/2018

DRUG-FREE WORKPLACE CERTIFICATION

STD. 21 (REV. 12-93)

Project 181902**CERTIFICATION**

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor of grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

Blinds and Designs
CONTRACTOR/BIDDER/FIRM NAME

26-1640934
FED. ID NUMBER

[Signature]
BY: (AUTHORIZED SIGNATURE)

07/16/2018

DATE

David, Farella, President/Owner
PRINTED NAME AND TITLE OF PERSON SIGNING

415-921-4212

TELEPHONE

1845 Polk Street San Francisco, Ca 94109
CONTRACTOR/BIDDER/FIRM'S MAILING ADDRESS

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace,
 - b. The person's or organization's policy of maintaining a drug-free workplace,
 - c. Any available counseling, rehabilitation and employee assistance programs, and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:
 - a. Will receive a copy of the company's drug-free workplace policy statement, and
 - b. Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the

STATE OF CALIFORNIA

DRUG-FREE WORKPLACE CERTIFICATION

STD. 21 (REV. 12-93)

Project 181902

contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning, effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

Smoke and Tobacco Free Environment

Project 181902

For purposes of this policy, "use of tobacco" shall mean all uses of tobacco, including cigars, cigarettes, pipes, smokeless tobacco, chewing tobacco, snuff, or any other matter or substances that contain tobacco. The use of electronic, "vapor," or other substitute forms of cigarettes, clove cigarettes, or other smoking devices shall constitute the use of tobacco.

The use of tobacco within any indoor facility owned, leased, contracted for, or used by the School Board is prohibited.

The use of tobacco in an outdoor area, including a practice field, playground, athletic field, stadium, venue, and all open areas owned, leased, contracted for, or used by the Board is prohibited.

The use of tobacco in any vehicle owned or operated by the Board, including, but not limited to, school buses, vans, trucks, station wagons, and cars, is prohibited.

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor of grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

Blinds and Designs
CONTRACTOR/BIDDER/FIRM NAME

26-1640934
FED. ID NUMBER

[Signature]
BY (AUTHORIZED SIGNATURE)

DATE

David Farella, President/Owner
PRINTED NAME AND TITLE OF PERSON SIGNING

415-921-4212
TELEPHONE

1845 Polk Street San Francisco, Ca 94109
CONTRACTOR/BIDDER/FIRM'S MAILING ADDRESS

At the election of the contractor or grantee, from and after the "Date Executed" and until (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning, effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

Millbrae Elementary School District
CUPCCA Project No. 181902

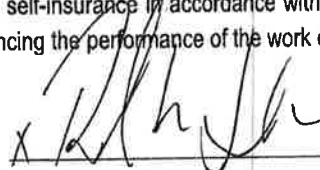
WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees.
3. For any county, city, city and county, municipal corporation, public District, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

I am aware of the provisions of Labor Code Section 3700 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 provision before commencing the performance of the work of this Contract.

X 
(Signature)
X DAVID FARELLA
(Print)
X 8/6/2018
(Date)

In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and submitted with the Contractor's bid.



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EuroVeil® Shadecloth Collection

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EuroVeil® Basket Weave

5300 Series (5% open)

This series consists of a thin, fine, see-through screen cloth for window shading. It features a soft texture in a broad range of colors, is ideal for office interiors, and complements today's minimalist architecture.

Content: 85% PVC (coating), 15% polyester (yarn)

Openness factor: approx. 5%

Stocked: 63 in. (160cm) and 96 in. (244cm) wide

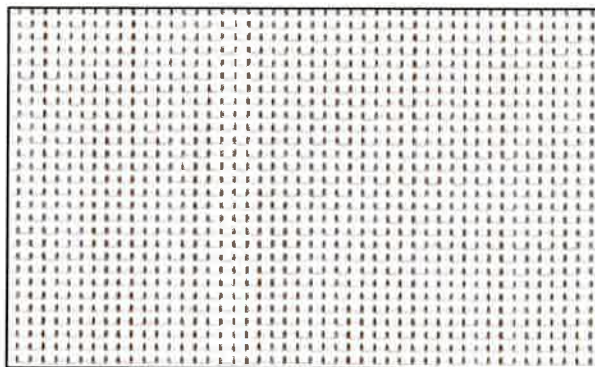
NFPA 701-2004: pass

[Solar optical properties](#)



To request a sample, send an e-mail to samples@mechoshade.com

- quarter-memo samples, 4 1/4 x 5 1/2 in. (11 x 14cm)
- memo samples, 8 1/2 x 11 in. (22 x 28cm)
- large samples, 24 x 24 in. (61 x 61cm)



White 5301



EuroTwill® Reversible Weave

6000 Series (3% open)

This series features finely woven shadecloths with a reversible face. Its extensive color range will complement any interior. **If the reverse side is to face the room interior, use the color number followed by the letter "R".**

Content: 85% PVC (coating), 15% polyester (yarn)

Openness factor: approx. 3%

Stocked: 63 in. (160cm) and 96 in. (244cm) wide

NFPA 701-2004: pass

Solar optical properties



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- large samples, 24 x 24 in. (61 x 61cm)



White 6001



EuroTwill® Reversible Weave

6200 Series (1% open)

This series has a distinctive, tightly woven twill design. It is composed of sheer, fine polyester yarns with a PVC coating. The series' reversible twill weave provides a subtle, yet complementary element to a space. It has a soft hand and is available in a range of colors to match any interior. **If the reverse side is to face the room interior, use the color number followed by the letter "R".**

Content: 85% PVC (coating), 15% polyester (yarn)

Openness factor: approx. 1–2%

Stocked: 63 in. (160cm) and 96 in. (244cm) wide

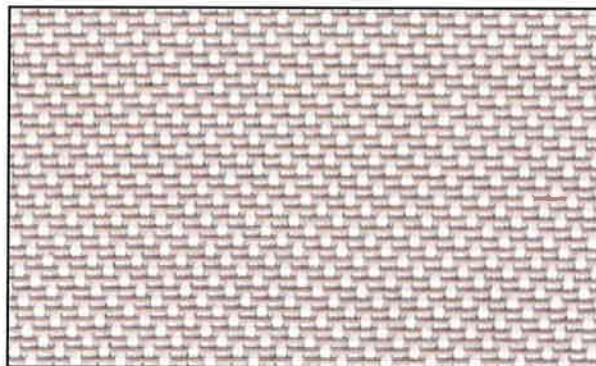
NFPA 701-2004: pass

[Solar optical properties](#)

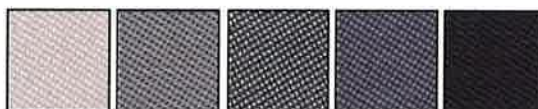


To request a sample, send an e-mail to samples@mechoshade.com

- quarter-memo samples, 4 1/4 x 5 1/2 in. (11 x 14cm)
- memo samples, 8 1/2 x 11 in. (22 x 28cm)
- large samples, 24 x 24 in. (61 x 61cm)



Silver Birch 6206



EuroTwill® Reversible Broken Weave

6450 Series (3% open)

This series features a sophisticated interwoven pattern of yarns in a broken twill-weave design. It is composed of sheer, fine polyester yarns with a PVC coating. The 6450 Series' nine neutral colors provide a complementary background element to a space. **If the reverse side is to face the room interior, use the color number followed by the letter "R".**

Content: 75% PVC (coating), 25% polyester (yarn)

Openness factor: approx. 3%

(1% openness is available with minimum-quantity orders.)

Stocked: 98 in. (249cm) wide

(63 in./160cm, 78 in./198cm, and 118 in./300cm widths are available with minimum-quantity orders.)

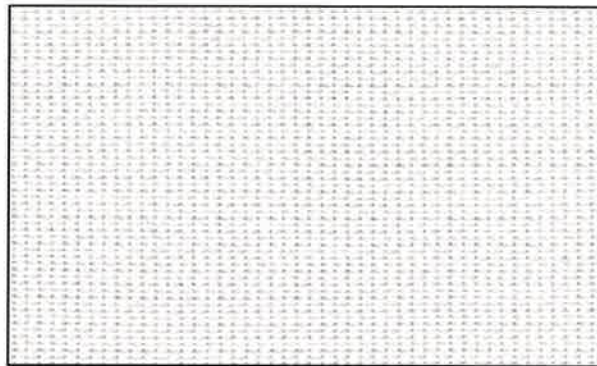
NFPA 701-2004: pass

Solar optical properties



To request a sample, send an e-mail to samples@mechoshade.com

- quarter-memo samples, 4 1/4 x 5 1/2 in. (11 x 14cm)
- memo samples, 8 1/2 x 11 in. (22 x 28cm)
- large samples, 24 x 24 in. (61 x 61cm)



White 6451



Chelsea Blackout Collection

0250 Series (opaque)

A fine fabric with solid, graphite-colored backing*, this series is attractive from interior and exterior viewpoints, and is opaque.

Chelsea Blackout's room-facing side is available in six colors to complement or accent the interior design. Its graphite, outward-facing side offers a similar opportunity for shade bands to complement the building's facade, creating a more consistent aesthetic for contemporary buildings.



Features of the material:

- Blackout shade cloth
- Contemporary look of graphite-colored backing complements building exterior
- Available in six colors with graphite backing
- Thin
- Lightweight
- Soft hand
- Optional railroading
- Content: 50% base polyester cloth, 50% foam backing
- PVC Free
- Stocked: 118 in. (300cm) wide
- NFPA 701-2010: pass



Chelsea Collection

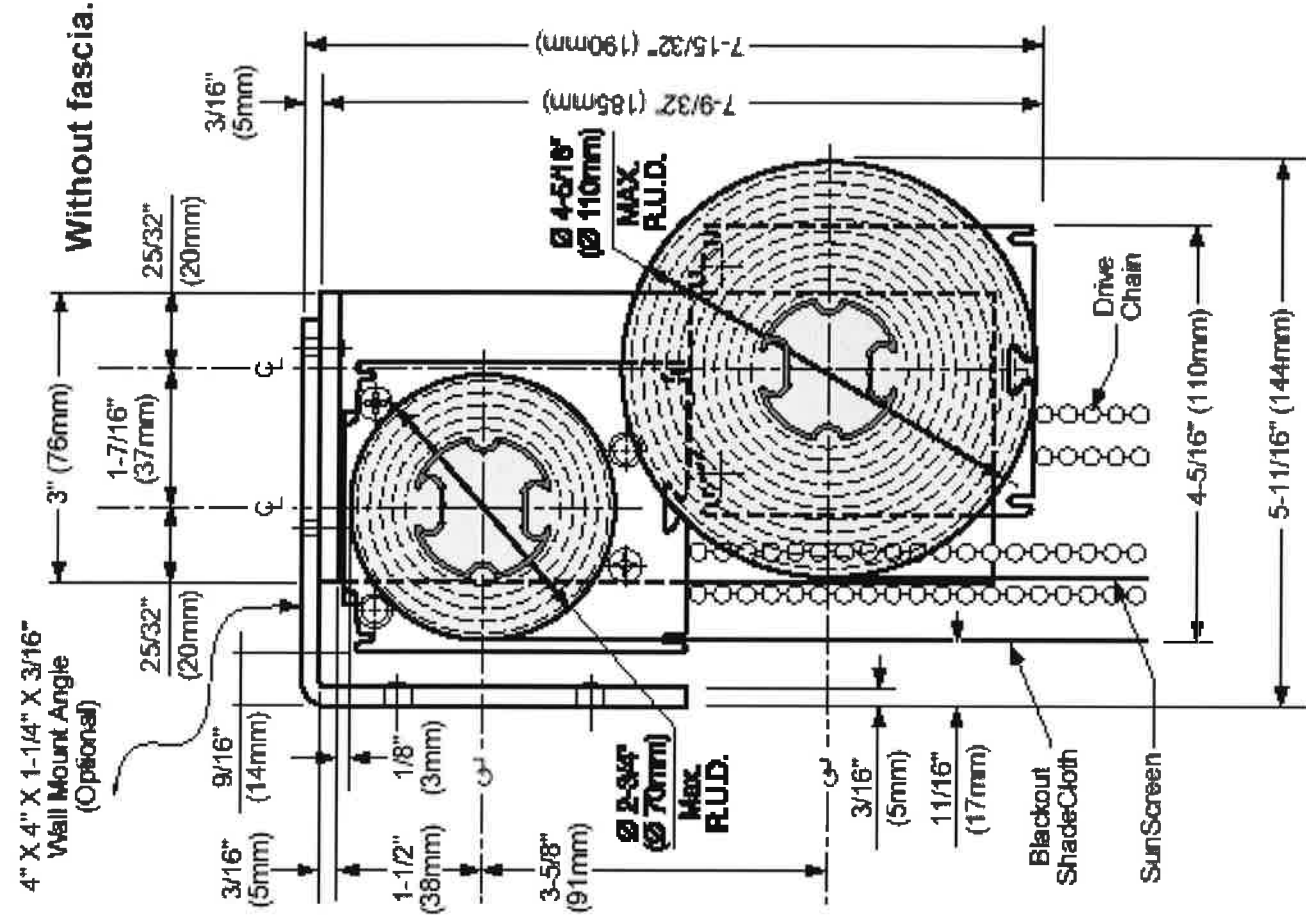
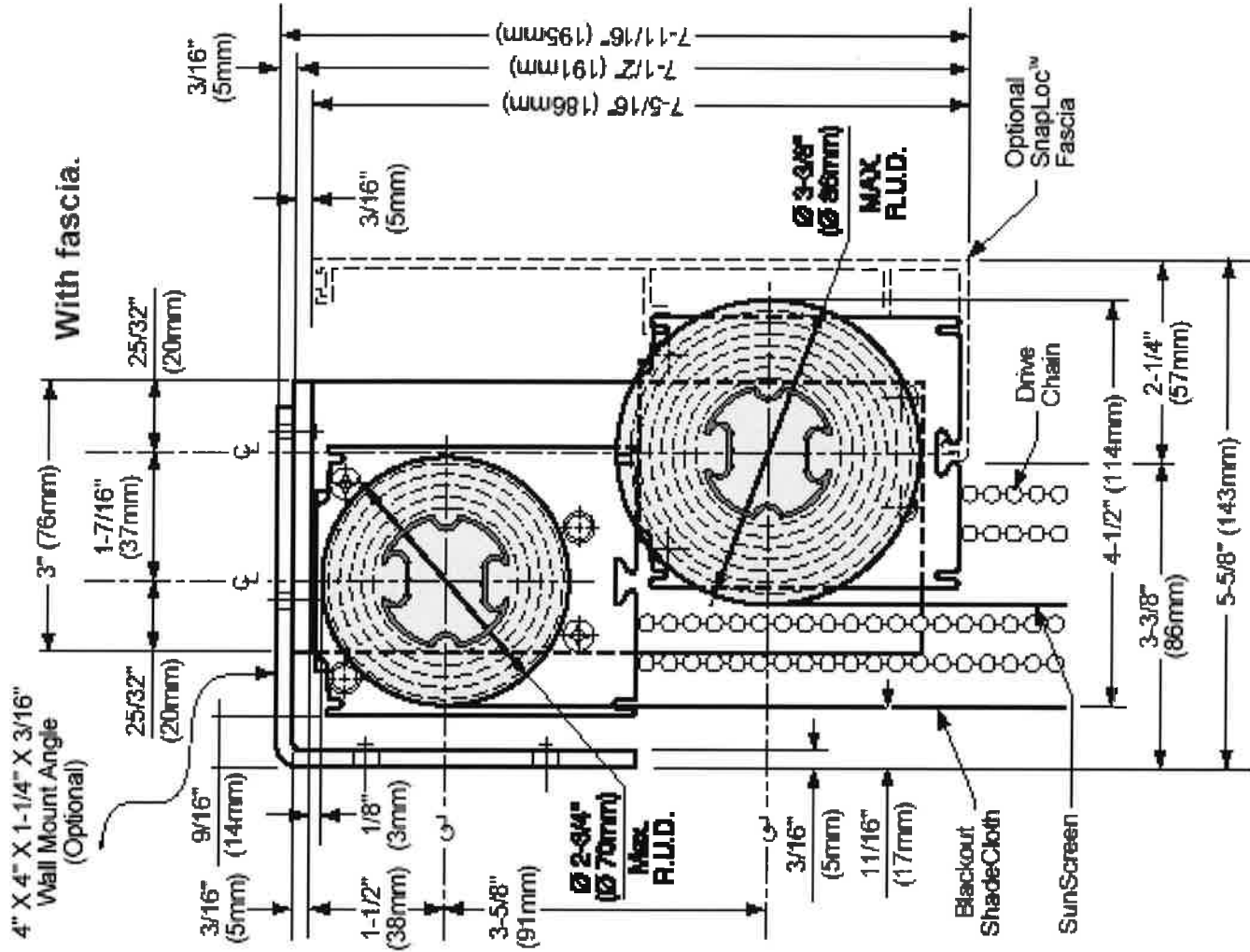
*When used with side channels, convective air flow is recommended for shade cloths with a dark backing.



MechoSystems
Corporate Headquarters
42-03 35th Street
Long Island City, NY 11101

T: +1 (718) 729-2020
F: +1 (718) 729-2941
E: info@mechosystems.com
W: mechosystems.com

Mecho®/5 DoubleShade® Bracket #15, **with and without fascia.**



UrbanShade® Double-Bracket System

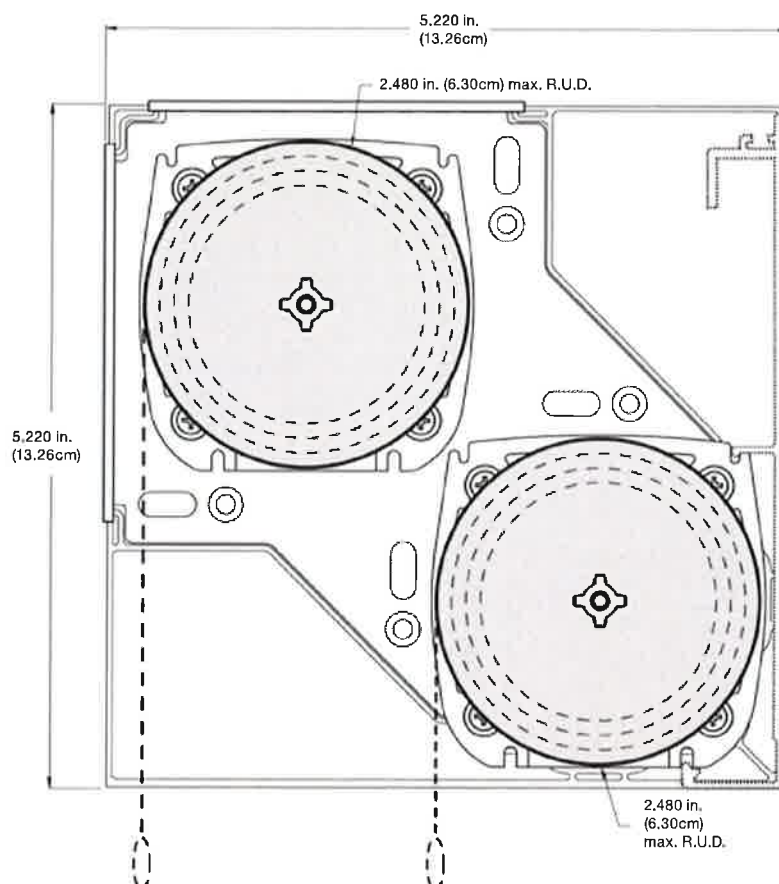
Motorized and Manual

The UrbanShade family now includes an economical two-shade-band system. It can accommodate any combination of:

- Two motorized shades.
- Two manual shades.
- One motorized and one manual shade.

The configuration is a shade system which provides a variety of light- and heat-control options. The versatile design allows two shade bands on two individual tubes to be offset-mounted on a single bracket with any combination of motorized or manual lift systems. The design eliminates the need for two separate brackets and reduces labor, installation time, and cost.

The UrbanShade Double-Bracket can darken a room with maximum privacy or allow views to the outside with solar protection by raising only the opaque shadecloth.



Features

- Available in a compact size of 5.22 x 5.22 in. (13.3 x 13.3cm).
- Fascia offered in captured: square and round, and continuous: square and round, in a full range of colors.
- Suitable for home theaters, media and conference rooms, and bedrooms.
- Cost effective.
- Aesthetically pleasing, strong brackets made of metal with plastic sheaths.
- Choice of battery powered with RTS wireless remote control or low voltage with wireless RTS, RS485, or dry-contact controls.

The UrbanShade product family

Single-Bracket System

- Manual chain-driven system with an optional LAM (Lift-Assist Mechanism).
- Motorized—battery powered with RTS wireless remote control.
- Motorized—low voltage with wireless RTS, RS485, or dry-contact control.
- Manual cassette.
- Motorized cassette.
- Manual-to-motorized conversion kit.

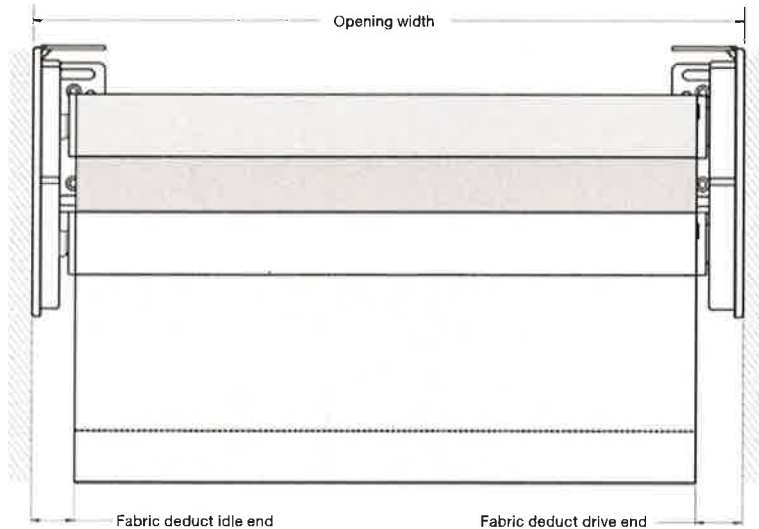
Double-Bracket System

- Manual-to-motorized conversion kit.
- Manual double-bracket with an optional LAM (Lift-Assist Mechanism).
- Motorized double-bracket.



UrbanShade® Double-Bracket System

Motorized and Manual



Shade system deductions

| Deduct | Options | Drive | Idle | Total |
|--|---------------------------------|--------------------|--------------------|--------------------|
| Fabric (motorized) | Concealed Hembar | 0.750 in. (1.91cm) | 0.688 in. (1.75cm) | 1.438 in. (3.65cm) |
| | Exposed 1.5 in. (3.81cm) Hembar | | | |
| | Exposed Universal Hembar | | | |
| | Exposed Hembar with Guide Cable | 1.25 in. (3.18cm) | 1.25 in. (3.18cm) | 2.5 in. (6.35cm) |
| | Exposed Hembar with Guide Wheel | | | |
| Fabric (manual w/ LAM) (manual w/o LAM) | Concealed Hembar | 0.875 in. (2.22cm) | 0.688 in. (1.75cm) | 1.563 in. (3.97cm) |
| | Exposed 1.5 in. (3.81cm) Hembar | | | |
| | Exposed Universal Hembar | | | |
| | Exposed Hembar with Guide Cable | 1.375 in. (3.49cm) | 1.375 in. (3.49cm) | 2.750 in. (6.99cm) |
| | Exposed Hembar with Guide Wheel | | | |

Shade systems and size and weight limitations

| | Tube diameter | Motor | Max. R.U.D. | Max. hanging weight | Max. no. turns | Min. opening width |
|----------------|--------------------|-------|-------------------|----------------------------|----------------|--------------------|
| Motorized | 1.375 in. (3.49cm) | LT-30 | 2.48 in. (6.30cm) | < or = 14.2 lbs. (6.44kg) | 40 | 13 in. (33.02cm) |
| | 1.563 in. (3.97cm) | ST-30 | | < or = 22.6 lbs. (10.25kg) | 35 | 19 in. (48.26cm) |
| | 1.230 in. (3.12cm) | - | | < or = 12 lbs. (5.44kg) | 28 | 21 in. (53.34cm) |
| Manual w/LAM | 1.375 in. (3.49cm) | - | | < or = 12 lbs. (5.44kg) | | |
| | 1.563 in. (3.97cm) | - | | < or = 11 lbs. (4.99kg) | | |
| | 1.230 in. (3.12cm) | - | | < or = 7 lbs. (3.18kg) | No limit | 12 in. (30.48cm) |
| Manual w/o LAM | 1.375 in. (3.49cm) | - | | < or = 6 lbs. (2.72kg) | | |
| | 1.563 in. (3.97cm) | - | | < or = 5.5 lbs. (2.49kg) | | |



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Corporate Headquarters
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