

DOCUMENT 00 41 13

BID FORM

To: Governing Board of **San Mateo-Foster City School District** ("District")

From: EF BRETT & COMPANY, INC
(Proper Name of Bidder)

1. **Total Bid.** The undersigned declares that the Contract Documents including, without limitation, the Invitation to Bid, the Instructions to Bidders, and the Special Conditions have been read, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications for the following project posted as Bid No. 21-190:

BID PACKAGE #2-SMFCSD BID #21-189

The replacement of existing HVAC equipment within the identified campus facilities as well as primary and secondary electrical system upgrades on various campuses, listed as follows,

- **Abbott Middle School**, 600 36th Avenue, San Mateo, California
- **George Hall Elementary School**, 130 San Miguel Way, San Mateo, California
- **Laurel Elementary School**, 317 36th Avenue, San Mateo, California

("Project" or "Contract")

and will accept in full payment for that Work the following total lump sum amount, all taxes included:

Abbott Middle School

Base Bid

Six Million One Hundred Ninety Thousand Dollars \$ 6,190,000

Bid Item No. 1 for Abbott Middle School

George Hall Elementary School

Base Bid

Four Million Seven Hundred Thousand Dollars \$ 4,700,000

Bid Item No. 2 for George Hall Elementary School

Laurel Elementary School
Base Bid

Three Million nine hundred thousand Dollars \$ 3,900,000

Bid Item No. 3 for Laurel Elementary School

Fourteen Million Seven hundred ninety thousand Dollars \$ 14,790,000
TOTAL BASE BID

2. **Additive/Deductive Alternates:**

There are no Alternates requested for this Bid Package.

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

3. **Unit Price(s).** The Bidder's Base Bid includes the following unit price(s), which the Bidder must provide, and the District may, at its discretion, utilize in valuing additive and/or deductive change orders:

Unit Price #1

<u>Fifteen thousand</u>	Dollars	\$ <u>15,000</u>
Wall Heat Pump-BARD unit with associated equipment as listed within section 01 23 00 Alternates and Unit Pricing. Additive price.		

Unit Price #2

<u>Eight thousand</u>	Dollars	\$ <u>8,000</u>
Classroom Split System Heat Pump-SAMSUNG unit. with associated equipment as listed within section 01 23 00 Alternates and Unit Pricing. Additive price.		

4. **Allowance(s).** The Bidder's Base Bid shall **NOT** include the following potential Allowance(s). The District will add some or all of the following Allowance(s) amount(s) to the successful bidder's Contract, at the District's discretion. Contractor shall be permitted to invoice for Work under an Allowance in the identical structure as a Change Order.

Abbott Middle School Allowance: Allowance for scope as directed by the Owner and unforeseen conditions.	\$100,000.00
George Hall Elementary School Allowance: Allowance for scope as directed by the Owner and unforeseen conditions.	\$50,000.00
Laurel Elementary School Allowance: Allowance for scope as directed by the Owner and unforeseen conditions.	\$50,000.00

5. **Contract Review.** The undersigned 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, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its bid, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
6. **Requests for Clarification.** The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
7. **Contract Time.** The undersigned 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.

8. **Contractual Provisions.** The undersigned hereby acknowledges and agrees to be bound by following provisions and all provisions in the Contract Documents:

- The liquidated damages clause of the General Conditions and Agreement.
- The "Changes in the Work" provisions in the General Conditions that limit the permitted charges and mark-ups on change orders and on the amount of home office overhead that the successful bidder can receive from the District.
- The "Claims" provisions in the General Conditions that delineate the required process to submit and process disputes and claims.
- The "COVID-19" provisions in the Contract Documents related to the Contractor's staffing requirements and its compliance with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to construction site safety in connection with COVID-19, and/or any similar virus or derivative strain.

9. **Bid Open for 90 Days.** It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.

10. **Attachments.** The following documents are attached hereto:

- The Bid Bond on the District's form or other security
- The Designated Subcontractors List
- The Noncollusion Declaration
- Iran Contracting Act Certification

11. **Addenda Acknowledgement.** Receipt and acceptance of the following addenda is hereby acknowledged:

No. <u>1</u> , Dated <u>11-24-21</u>	No. <u>4</u> , Dated <u>1-7-22</u>
No. <u>2</u> , Dated <u>12-9-21</u>	No. <u> </u> , Dated <u> </u>
No. <u>3</u> , Dated <u>12-22-21</u>	No. <u> </u> , Dated <u> </u>
<input type="checkbox"/> Or check here if <u>no</u> addenda were issued.	

12. **Bidder's License.**

- Bidder acknowledges that the license required for performance of the Work is as stated in the Invitation to Bid.
- Bidder 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. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

13. **Labor Harmony.** The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.

14. **DIR Registration.** Bidder shall ensure that it and its Subcontractors comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner, and are registered pursuant to Labor Code section 1725.5.
15. **Pregualification.** The Bidder confirms that it has been prequalified by the District. In addition, the Bidder confirms that, if the Project has electrical, mechanical, or plumbing components that will be performed by first-tier subcontractor with the following license classifications, then those subcontractors have also been prequalified by the District: C-10, C-20 and/or C-36.
16. **General Acknowledgement.** The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
17. **False Claims Act.** Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

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

Dated this 13th day of JANUARY 20 22

Signature [Signature]

Signed by (Print Name) JAMES MAZET

Title of Person Signing PRESIDENT

Name of Bidder E-F BRETT & COMPANY, INC.

Type of Organization CORPORATION

Address of Bidder 1 COMMERCIAL BLVD, SUITE 203, DOWNTOWN, CA 94949

Taxpayer's Identification No. of Bidder 262675246

Telephone Number 415-524-8351

Fax Number 415-524-8349

E-mail JIMM@EFBRETT.COM Web page WWW.EFBRETT.COM

Bidder's DIR Registration No.: No.: 1600000490

Contractor's License No(s): No.: 924636 Class: A, B Expiration Date: 11-30-22

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, provide the following:

Name of Corporation: EF BRETT & COMPANY, INC

President: JAMES MAZET

Secretary: CATLIN MAZET

Treasurer: JAMES MAZET

Manager: ADAM COLL

END OF DOCUMENT

DOCUMENT 00 43 13

BID BOND (SECURITY)

**(Note: If Bidder is providing a bid bond as its bid security,
Bidder must use this form, NOT a surety company form.)**

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, E F Brett & Company, Inc. as Principal ("Principal"),
and Hartford Fire Insurance Company as Surety ("Surety"),
a corporation organized and existing under and by virtue of the laws of the State of Connecticut
and authorized to do business as a surety in the State of California, are held and firmly bound unto the

San Mateo-Foster City School District ("District")

of San Mateo County, State of California as Obligee, in the sum of

Ten percent (10%) of the total amount bid (\$)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in the accompanying bid;

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within seven (7) days of the date of the District's Notice of Award to Principal.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work, or to the specifications.

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

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

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

6th day of January, 2022.

E F Brett & Company, Inc.

Principal

By 
JAMES MAZET PRESIDENT

Hartford Fire Insurance Company

Surety



By Joan DeLuca, Attorney-in-Fact

Woodruff-Sawyer & Company

Name of California Agent of Surety

88 Rowland Way, Suite 180

Novato, CA 94945

Address of California Agent of Surety

415-878-2468

Telephone Number of California Agent of Surety

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

END OF DOCUMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

State of California)

County of Marin)On Jan 6, 2022 before me, K. Holtemann, Notary Public,

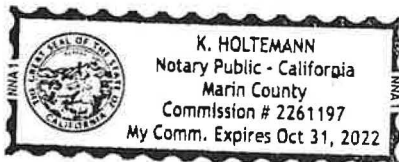
Date

*Here Insert Name and Title of the Officer*personally appeared Joan DeLuca*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.

Signature K. Holtemann
*Signature of Notary Public**Place Notary Seal Above***OPTIONAL**

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

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

Signer Is Representing: _____ Signer Is Representing: _____

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: WOODRUFF SAWYER & COMPANY

Agency Code: 57-554795

- ☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
☒ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
☒ **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
☐ **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
☐ **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
☐ **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
☐ **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited:

Nerissa S. Bartolome, Christina Burton, Alicia Dass, Joan DeLuca, Patrick R Diebel, Valerie Garcia, Kelly Holtemann, Thomas E. Hughes, Mark M. MuneKawa, Zachary V. Overbay, Sara Ridge, Yvonne Roncagliolo, Charles R. Shoemaker, Peter Tam of SAN FRANCISCO, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of January 6, 2022.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

№ 07268

Amended
Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

Hartford Fire Insurance Company

of Hartford, Connecticut, organized under the
laws of Connecticut, subject to its Articles of Incorporation or
other fundamental organizational documents, is hereby authorized to transact within the State, subject to
all provisions of this Certificate, the following classes of insurance: Fire, Marine, Surety,
Disability, Plate Glass, Liability, Workers' Compensation, Common
Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler,
Team and Vehicle, Automobile, Aircraft, Legal, and Miscellaneous
as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in
full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made
under authority of the laws of the State of California as long as such laws or requirements are in effect
and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 5th
day of October, 2000, I have hereunto
set my hand and caused my official seal to be affixed this
5th day of October, 2000.



By

Harry W. Lewis
Insurance Commissioner
Victoria S. Sidbury
Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

DOCUMENT 00 43 36

DESIGNATED SUBCONTRACTORS LIST

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

BID PACKAGE #2-SMFCSD BID #21-189

The replacement of existing HVAC equipment within the identified campus facilities as well as primary and secondary electrical system upgrades on various campuses, listed as follows,

- **Abbott Middle School**, 600 36th Avenue, San Mateo, California
- **George Hall Elementary School**, 130 San Miguel Way, San Mateo, California
- **Laurel Elementary School**, 317 36th Avenue, San Mateo, California

1. **Listed.** Bidder must list hereinafter the name and location of each subcontractor who will be employed, and the scope of Work that each will perform if the Contract is awarded to the Bidder. Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly identify the name and location of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work in an amount in excess of one-half of one percent (1/2 of 1%) of Bidder's total Bid.
2. **CSLB Number.** Bidder must provide the Contactor State License Board number ("**CSLB No.**") for all listed subcontractors.
3. **DIR Number.** Bidder must provide the Department of Industrial Relations registration number ("**DIR No.**") for all listed subcontractors.
4. **Same Scope.** If more than one subcontractor is named for the same scope of Work, state with specificity the particular scope or portion that each subcontractor will perform.
5. **No Vendors or Suppliers.** Bidder need not list entities that are only vendors or suppliers of materials.
6. **Not Listed.** As to any Work that Bidder fails to list that is in excess of one-half of one percent (1/2 of 1%) of Bidder's total Bid, Bidder agrees that it is qualified to perform that scope of Work and will perform that scope of Work or be subjected to penalty under applicable law.
7. **Alternate Work.** If alternate bids are called for and Bidder intends to use Subcontractors different from or in addition to those Subcontractors listed for work under the base Bid, Bidder must list Subcontractors that will perform Work in an amount in excess of one half of one percent (1/2 of 1%) of Bidder's total Bid, including alternates.
8. **Prequalification.** If the Project has electrical, mechanical, or plumbing components that will be performed by subcontractors performing under the following license classification(s), then each of those subcontractors must also have been prequalified by the District: C-10, C-20 and/or C-36.
9. **DVBEs.** Bidder must indicate which, if any, of its subcontractors are disabled veteran business enterprises (DVBE) and the estimated percentage of the Work those subcontractor(s) will perform.
10. **Bidders may correct inadvertent error(s) in listing subcontractors' CSLB Nos. or DIR Nos. within twenty-four (24) hours after bid opening.**
11. **Additional Sheets.** If further space is required for the list of proposed subcontractors, additional sheets

showing the required information, as indicated below, shall be attached hereto and made a part of this document and submitted with this form.

I certify and declare under penalty of perjury under the laws of the State of California that all the information listed on the following page(s) is complete, true, and correct.

Date: 1-13-22
Proper Name of Bidder: EF BRETT & Company, Inc.
Signature: [Signature]
Print Name: JAMES MAZET
Title: PRESIDENT

Subcontractor Name: CPM Location: San Francisco

Scope of Work: DEMOLITION / ABATEMENT

If DVBE, Percent of Work: _____ % CSLB No.: 1042760 DIR No.: 10200060566

Subcontractor Name: DuBois Location: Fremont

Scope of Work: ROOFING

If DVBE, Percent of Work: _____ % CSLB No.: 812309 DIR No.: 1000031921

Subcontractor Name: Cal West Location: Petaluma

Scope of Work: ACOUSTICAL CEILING

If DVBE, Percent of Work: _____ % CSLB No.: 960381 DIR No.: 100005061

Subcontractor Name: Applied Finishes Location: Chico

Scope of Work: PAINTING

If DVBE, Percent of Work: _____ % CSLB No.: 1022434 DIR No.: 1000046553

Subcontractor Name: Cisri Location: San Jose

Scope of Work: PLUMBING

If DVBE, Percent of Work: _____ % CSLB No.: 828351 DIR No.: 100003021

Subcontractor Name: Fairhill Alt Bay City Location: Los Gatos ^{Alt} Richard

Scope of Work: MECHANICAL

045126
363869
1000007529
1000007533
If DVBE, Percent of Work: _____ % CSLB No.: _____ DIR No.: _____
Subcontractor Name: GLS Inc Location: Santa Clara
Scope of Work: ELECTRICAL
If DVBE, Percent of Work: _____ % CSLB No.: 466869 DIR No.: 1000002926
Subcontractor Name: _____ Location: _____
Scope of Work: _____
If DVBE, Percent of Work: _____ % CSLB No.: _____ DIR No.: _____
Subcontractor Name: _____ Location: _____
Scope of Work: _____
If DVBE, Percent of Work: _____ % CSLB No.: _____ DIR No.: _____
Subcontractor Name: _____ Location: _____
Scope of Work: _____
If DVBE, Percent of Work: _____ % CSLB No.: _____ DIR No.: _____
Subcontractor Name: _____ Location: _____
Scope of Work: _____
If DVBE, Percent of Work: _____ % CSLB No.: _____ DIR No.: _____
Subcontractor Name: _____ Location: _____
Scope of Work: _____
If DVBE, Percent of Work: _____ % CSLB No.: _____ DIR No.: _____
Subcontractor Name: _____ Location: _____
Scope of Work: _____
If DVBE, Percent of Work: _____ % CSLB No.: _____ DIR No.: _____
Subcontractor Name: _____ Location: _____
Scope of Work: _____
If DVBE, Percent of Work: _____ % CSLB No.: _____ DIR No.: _____
Subcontractor Name: _____ Location: _____
Scope of Work: _____

If DVBE, Percent of Work: _____ % CSLB No.: _____ DIR No.: _____
END OF DOCUMENT

DOCUMENT 00 43 40

NONCOLLUSION DECLARATION
Public Contract Code § 7106

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the PRESIDENT [PRINT YOUR TITLE]

of EF BRETT & COMPANY, INC. [PRINT FIRM NAME],

the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration is executed on the following date:

Date: 1-13-22

Proper Name of Bidder: EF BRETT & COMPANY, INC.

City, State: QUINTO, CA.

Signature: [Signature]

Print Name: JAMES MAZET

Title: PRESIDENT

END OF DOCUMENT

DOCUMENT 00 43 50

IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code § 2204)

Bid package #1-HVAC Replacement Projects at the following schools Borel Middle School, College Park Elementary School, North Shoreview Montessori School, and Meadow Heights Elementary School, SMFCSD Bid Project No. 21-190("Project" or "Contract").

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars (\$1,000,000) or more.

Bidder shall complete **ONLY ONE** of the following three paragraphs.

- ☐ 1. Bidder's Total Base Bid is less than one million dollars (\$1,000,000).
OR
- ☒ 2. Bidder's Total Base Bid is one million dollars (\$1,000,000) or more, but Bidder is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b), and Bidder is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.
OR
- ☐ 3. Bidder's Total Base Bid is one million dollars (\$1,000,000) or more, but the District has given prior written permission to Bidder to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the District is included with Bid.**

I certify that I am duly authorized to legally bind the Bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date:

1-13-22

Proper Name of Bidder:

EF BRETT & Company, Inc.

Signature:

[Signature]

Print Name:

JAMES MAZER

Title:

PRESIDENT

END OF DOCUMENT