

# INFORMATION FOR BIDDERS

## DEFINITIONS

**AUTHORITY:** The Authority awarding this contract is the San Diego County Superintendent of Schools

**OWNER/PROJECT OWNER:** The Owner is the owner of the property receiving the improvement, in this case the San Diego County Office of Education.

## AVAILABILITY OF CONTRACT DOCUMENTS

Bids must be submitted to the Authority on the Bid Forms which are a part of the Bid Package for the Project. Contract Documents may be obtained via the SDCOE located on at <https://www.sdcoe.net/administrative-services/business-services/maintenance-and-operations>

at the time(s) indicated in the Notice Inviting Bids.

As required by Public Contract Code Section 20103.7, the Authority shall also make an electronic version of the Contract Documents available for review at one or more plan rooms, as indicated in the Notice Inviting Bids. Please Note: Prospective bidders who choose to review the Contract Documents at a plan room must contact the Authority to obtain the required Contract Documents if they decide to submit a bid for the Project.

## EXAMINATION OF CONTRACT DOCUMENTS

The Authority has made copies of the Contract Documents available, as indicated above. Bidders shall be solely responsible, at its own expense and prior to submitting its bid, for examining the Project Site and the Contract Documents, including any Addenda issued during the bidding period, and for informing itself with respect to local labor availability, means of transportation, necessity for security, laws and codes, local permit requirements, wage scales, local tax structure, contractors' licensing requirements, availability of required insurance, and other factors that could affect the Work. Bidders are responsible for consulting the standards referenced in the Contract. Failure of Bidder to receive and so examine and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under State law.

## INTERPRETATION OF CONTRACT DOCUMENTS

Discrepancies in, and/or omissions from the Plans, Specifications or other Contract Documents or questions as to their meaning shall be immediately brought to the attention of the Authority by submission of a written request for an interpretation or correction to Eric Berg, Coordinator Maintenance and Operations via [eric.berg@sdcoe.net](mailto:eric.berg@sdcoe.net). The person submitting the request for interpretation or correction is responsible for its prompt delivery. The final date for submittal of requests for interpretation or correction, if any, shall be specified in the Notice Inviting Bids.

Any interpretation of the Contract Documents will be made only by written addenda duly issued and mailed or delivered to each person or firm who has obtained a set of Contract Documents. The Authority will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any bidder, and no bidder should rely on any such oral interpretation.

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Bids shall include complete compensation for all items that are noted in the Contract Documents as the responsibility of the Contractor.

### **INSPECTION OF SITE; PRE-BID CONFERENCE AND SITE WALK**

Each prospective bidder is responsible at its own expense for fully acquainting itself with the conditions of the Project Site (which may include more than one site), as well as those relating to the construction and labor of the Project, to fully understand the facilities, difficulties and restrictions which may impact the cost or effort required to complete the Project. To this end, a Pre-Bid Conference and Site Walk will be held on the date(s) and time(s) indicated in the Notice Inviting Bids. Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Project. Federal and State laws require the Authority and its contractors to appropriately manage such waters pursuant to the requirements of California State Water Resources Control Board Order Number 2009-0009-DWQ, the Federal Clean Water Act, and the California Porter Cologne Water Quality Control Act. By submitting a Bid, each bidder acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

### **ADDENDA**

The Authority reserves the right to revise the Contract Documents prior to the bid opening date. Revisions, if any, shall be made by written Addenda. All addenda issued by the Authority shall be included in the bid and made part of the Contract Documents. Pursuant to Public Contract Code Section 4104.5, if the Authority issues an Addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of bids, the Authority will extend the deadline for submission of bids. The Authority may determine, in its sole discretion, whether an Addendum warrants postponement of the bid submission date. Each prospective bidder shall provide Authority a name, address and email address to which Addenda may be sent. Copies of Addenda will be furnished by via email or other proper means of delivery without charge to all parties who attended the Mandatory Job Walk. Please Note: Bidders are responsible for ensuring that they have received any and all Addenda. Each bidder's bid form shall acknowledge receipt, understanding and full consideration of all Addenda. To this end, each bidder should contact the Authority to verify that he has received all Addenda issued, if any, prior to the bid opening. Failure to acknowledge receipt of all Addenda may result in rejection of the bid

### **ALTERNATE BIDS**

If alternate bid items are called for in the Contract Documents, the lowest bid will be determined on the basis of the base bid only, unless otherwise specified in the Notice Inviting Bids. The time required for completion of the alternate bid items has been factored into the Contract duration and no additional Contract time will be awarded for any of the alternate bid items. The Authority may elect to include one or more of the alternate bid items, or to otherwise remove certain work from the Project scope of work, accordingly each Bidder must ensure that each bid item contains a proportionate share of profit, overhead and other costs or expenses which will be incurred by the Bidder.

### **COMPLETION OF BID FORMS**

Bids shall only be prepared using copies of the Bid Forms which are included in the Contract Documents. The use of substitute bid forms other than clear and correct photocopies of those provided by the Authority will not be permitted. Bids shall be executed by an authorized signatory

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as described in these Information for Bidders. In addition, Bidders shall fill in all blank spaces (including inserting "N/A" where applicable) and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. **USE OF BLACK OR BLUE INK, INDELIBLE PENCIL OR A TYPEWRITER IS REQUIRED.** Deviations in the bid form may result in the bid being deemed non-responsive. Bidders should not deface or mutilate the bid documents to the extent that they may not be usable for construction purposes.

### **MODIFICATIONS OF BIDS**

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms, nor make substitutions thereon. Oral, telephonic and electronic modifications will not be considered, unless the Notice Inviting Bids authorizes the submission of electronic bids and modifications thereto and such modifications are made in accordance with the Notice Inviting Bids.

### **DESIGNATION OF SUBCONTRACTORS**

Pursuant to State law, the Bidders must designate on the form provided herein, and submit with their Bid, the name and location of each subcontractor who will perform work or render services for the Bidder in an amount that exceeds one-half of one percent (1/2%) of the Bidder's Total Bid Price, as well as the portion of work each such subcontractor will perform on the form provided herein by the Authority. If requested by the Authority, Bidders are required to submit the phone number, license number and license expiration date of each subcontractor listed in its bid within twenty-four (24) hours of bid opening. No additional time will be provided to bidders to submit any of the information requested in this subsection.

### **ANTI-DISCRIMINATION.**

It is the policy of the Authority that in connection with all work performed under contracts, there be no discrimination against any prospective or active employees engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status. The successful bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Government Code 12900, and Labor Code 1735. In addition, the successful bidder agrees to require like compliance by any subcontractors employed on the work by him.

### **LICENSING REQUIREMENTS**

Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all bidders must possess proper licenses for performance of this Contract at the time of submission of their bid, and must maintain the licenses throughout the duration of the Contract. Subcontractors must possess the appropriate licenses for each specialty subcontracted, including but not limited to all certifications required by the United States Environmental Protection Agency Lead Renovation, Repair, and Paint Rule set forth at Title 40, Part 745 of the Code of Federal Regulations. Pursuant to Section 7028.5 of the Business and Professions Code, the Authority shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be non-responsive, and the Authority shall reject the Bid. The Authority shall have

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the right to request, and Bidders shall provide within five (5) calendar days, evidence satisfactory to the Authority of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract. Failure of a bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the contract and may result in forfeiture of the bidder's bid security.

### **SIGNING OF BIDS**

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom.

If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

### **BID SECURITY**

Each bid shall be accompanied by: (a) cash; (b) a certified check made payable to the Authority; (c) a cashier's check made payable to the Authority; or (d) a bid bond payable to the Authority executed by the bidder as principal and surety as obligor in an amount not less than 10% of the maximum amount of the bid. Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. The cash, check or bid bond shall be given as a guarantee that the bidder shall execute the Contract if it be awarded to the bidder, shall provide the payment and performance bonds and insurance certificates and endorsements as required herein within ten (10) calendar days after notification of the award of the Contract to the bidder. Failure to provide the required documents may result in forfeiture of the bidder's bid deposit or bond to the Authority and the Authority may award the Contract to the next lowest responsible bidder, or may call for new bids.

### **SUBMISSION OF SEALED BIDS**

Once the Bid and supporting documents have been completed and signed as set forth herein, they shall be placed, along with the Bid Guarantee and other required materials in an envelope, sealed, addressed and delivered or mailed, postage prepaid to the Authority at the place and to the attention of the person indicated in the Notice Inviting Bids. No oral or telephonic bids will be considered. No forms transmitted via the internet, e-mail, facsimile, or any other electronic means will be considered unless specifically authorized by Authority as provided herein. The envelope shall also contain the following in the lower left-hand corner thereof:

**Bid of \_\_\_\_\_ (Bidder's Name)**  
**for the SDCOE 300 Building HVAC Project**

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at 6401 Linda Vista Rd, San Diego, CA 92111,

**Bid # 2223-003**

Only where expressly permitted in the Notice Inviting Bids, may Bidders submit their bids via electronic transmission pursuant to Public Contract Code Sections 1600 and 1601. The acceptable method(s) of electronic transmission shall be stated in the Notice Inviting Bids. Authority reserves the right to refuse to accept electronically transmitted bids if not specifically authorized in the Notice Inviting Bids, and may reject any bid not strictly complying with Authority's designated methods for delivery.

**DELIVERY AND OPENING OF BIDS**

Bids will be received by the Authority at the address shown in the Notice Inviting Bids up to the date and time shown therein. The Authority will leave unopened any Bid received after the specified date and time, and any such unopened Bid will be returned to the Bidder. It is the Bidder's sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the dates(s) and time(s) indicated. Bidders are advised that on bid date Authority telephones WILL NOT be available for use by bidders or their representatives.

Bids will be opened at the date and time stated in the Notice Inviting Bids, and the amount of each Bid will be read aloud and recorded. All Bidders may, if they desire, attend the opening of Bids. The Authority may in its sole discretion, elect to postpone the opening of the submitted Bids. Authority reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid. In the event of a discrepancy between the written amount of the Bid Price and the numerical amount of the Bid Price, the written amount shall govern.

**WITHDRAWAL OF BID**

Prior to bid opening, a Bid may be withdrawn by the Bidder only by means of a written request signed by the Bidder or its properly authorized representative. Any request to withdraw a bid after bid opening shall be submitted in writing and in accordance with all requirements of Public Contract Code Section 5100 et seq.

**BASIS OF AWARD; BALANCED BIDS**

The Authority shall award the Contract to the lowest responsible Bidder submitting a responsive Bid. The Authority may reject any Bid which, in its opinion when compared to other bids received or to the Authority's internal estimates, does not accurately reflect the cost to perform the Work. The Authority may reject as non-responsive any bid which unevenly weights or allocates costs, including but not limited to overhead and profit to one or more particular bid items.

**DISQUALIFICATION OF BIDDERS; INTEREST IN MORE THAN ONE BID**

No bidder shall be allowed to make, submit or be interested in more than one bid. However, a person, firm, corporation or other entity that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a subproposal or quoting prices to other bidders submitting a bid to the Authority. No person, firm, corporation, or other entity may submit subproposal to a bidder, or quote prices of materials to a bidder, when also submitting a prime bid on the same Project.

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## **INSURANCE REQUIREMENTS**

Prior to commencement of any work under the Contract, the successful bidder shall procure the insurance in the form and in the amount specified in the Contract Documents, from insurers meeting all requirements specified therein.

## **AWARD PROCESS**

Once all Bids are opened and reviewed to determine the lowest responsive and responsible Bidder, the Authority may award the contract. The apparent successful Bidder should begin to prepare the following documents: (1) the Performance Bond; (2) the Payment Bond; and (3) the required insurance certificates and endorsements. Once the Authority notifies the Bidder of the award, the Bidder will have ten (10) consecutive calendar days from the date of this notification to execute the Contract and supply the Authority with all of the required documents and certifications. In the event the bidder fails or refuses to post the required bonds, return executed copies of the Contract within ten (10) consecutive calendar days, the Authority may declare the bidder's bid deposit or bond forfeited as damages caused by the failure of the bidder to post the required bonds and execute such copies of the Contract, and may award the Contract to the next lowest responsible bidder, or may call for new bids. Alternatively, the Authority may in its sole discretion extend the time for the bidder to provide the required documents and certifications, however, regardless whether the Bidder supplies the required documents and certifications in a timely manner, the Contract time will begin to run ten (10) calendar days from the date of the notification. Once the Authority receives all of the properly drafted and executed documents and certifications from the Bidder, the Authority shall issue a Notice to Proceed to that Bidder.

## **CONTRACT PROCEDURES**

The Contract Documents contemplate the following procedures upon receipt of bid and the Authority obtaining an appropriation from the State Allocation Board (SAB) (when required):

The Authority will give the successful bidder a notice of award of Contract. The Authority will be bound to enter into the Contract if the SAB apportions funds for the Project, provided that the Project is not placed on the SAB "unfunded list," and the successful bidder does all acts described in subparagraph (2) below.

Following the giving of the notice of award of Contract, the successful bidder shall post the Performance and Payment Bonds, provide certificates of insurance, and other certificates, and return executed copies of bonds and Contracts

## **FILING OF BID PROTESTS**

Submitted bids will be timely made available for review upon request of any bidder. Bidders may file a "protest" of a Bid with the Authority's Project Manager. In order for a Bidder's protest to be considered valid, the protest must:

- A. Be filed in writing within five (5) calendar days after the bid opening date;
- B. Clearly identify the specific irregularity or accusation;
- C. Clearly identify the specific Authority staff determination or recommendation being protested;

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- D. Specify, in detail, the grounds of the protest and the facts supporting the protest; and
- E. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, it may be rejected without further review.

If the protest is timely and complies with the above requirements, the Authority's Agent, represented by the Senior Director of the Maintenance and Operations Unit of the San Diego County Superintendent of Schools, or other designated SDCSS staff member, shall review the basis of the protest and all relevant information. The SDCSS will provide a written response to the protestor.

### **WORKERS COMPENSATION**

Each Bidder shall submit the Contractors Certificate Regarding Workers' Compensation form.

### **PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION**

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a 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. To this end, Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the Bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors Form. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code sections 1725.5 and 1771.1.

### **SUBSTITUTION OF SECURITY**

The Contract Documents call for monthly progress payments based upon the percentage of the work completed. Unless otherwise specified in the Notice Inviting Bids, the Authority will retain five percent (5%) of each progress payment as provided by the Contract Documents. At the request and expense of the successful Bidder, the Authority will substitute securities for the amount so retained in accordance with Public Contract Code Section 22300.

### **PREVAILING WAGES**

The Authority has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract. These rates are on file and available online at <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Bidders are advised that a copy of these rates must be posted by the successful Bidder at the job site(s).

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## **DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS**

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the Authority. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

## **PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS**

Within the time specified in the Contract Documents, the Bidder to whom a Contract is awarded shall deliver to the Authority four identical counterparts of the Performance Bond and Payment Bond in the form supplied by the Authority and included in the Contract Documents, which form should be carefully examined by the bidder. Failure to do so may, in the sole discretion of Authority, result in the forfeiture of the Bid Guarantee. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the Authority. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Total Bid Price.

## **REQUEST FOR SUBSTITUTIONS**

The successful bidder shall comply with the substitution request provisions set forth in the General Conditions and/or Special Conditions, including any deadlines for substitution requests which may occur prior to the bid opening date.

## **SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES**

Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Contract Documents.

## **EXECUTION OF CONTRACT**

As required herein the Bidder to whom an award is made shall execute the Contract in the form included in the Contract Documents, which should be carefully examined by the bidder. The Authority may require appropriate evidence that the persons executing the Contract are duly empowered to do so.

## **REQUIRED CERTIFICATIONS**

Bidders, for all projects involving state funds, are required to submit the "Asbestos-Free Materials Certification." This form is included in this package and must be signed under the penalty of perjury and dated, and shall be submitted to the Authority in accordance with Section 83 of the General Conditions. The successful bidder shall also execute, under the penalty of perjury and dated, the "Recycled Content Certification" and the "Drug-Free Workplace Certification" included in this package.

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Further, by law it is the Authority's responsibility to determine whether a contractor must provide fingerprint certification. Pursuant to Education Code section 45125.2, the Authority considers the totality of the circumstances in order to determine if fingerprinting of employees of a contractor working on a school site is required. Factors to be considered include the length of time the contractor's employees are on school grounds, whether students are in proximity with the location where the contractor's employees are working, and whether the contractor's employees are working alone or with others. A determination regarding whether fingerprint certification is required is contained in the Special Conditions. These forms are included with the bid package and must be signed under the penalty of perjury and dated. The successful bidders shall also be required to hold additional certifications required by the Work, before engaging in the Work. Such certifications may include but are not limited to all certifications required by the United States Environmental Protection Agency Lead Renovation, Repair, and Paint Rule set forth at Title 40, Part 745 of the Code of Federal Regulations. In addition to the above, each bidder shall submit the certification required by the Iran Contracting Act of 2010, Public Contract Code Section 2200 et seq. as provided with the Contract Documents.

#### **BID DEPOSIT RETURN.**

The Authority will return the security accompanying the bids of all unsuccessful bidders, except as otherwise provided herein, no later than sixty (60) calendar days after award of the Contract.

#### **END OF INFORMATION FOR BIDDERS**

#### **INFORMATION FOR BIDDERS**

# BID FORM

**NAME OF BIDDER:** \_\_\_\_\_

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

SDCOE BUILDING 300 HVAC PROJECT at SAN DIEGO COUNTY OFFICE OF EDUCATION

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project in a good and workmanlike manner within the time stipulated for the following TOTAL BID PRICE:

BASE BID PRICE INCLUDES ALL WORK ASSOCIATED WITH PROJECT PLANS and SPECIFICATION for the SDCOE 300 BUILDING HVAC PROJECT.

ITEM	BID PRICE (IN WRITTEN FORM)	BID PRICE (IN NUMBERS)
<b>BASE BID</b>		
<b>OWNER's CONTINGENCY</b>	FIFTEEN THOUSAND & 00/100 DOLLARS	\$15,000
<b>TOTAL BASE BID PRICE INCLUDING CONTINGENCY (Basis of Award)</b>		

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

The Contract duration shall commence on the date stated in the Authority's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents. In no case shall the Contractor commence construction prior to the date stated in the Authority's Notice to Proceed.

Bidder certifies that it is licensed in accordance with the law providing for the registration of Contractors, License No. \_\_\_\_\_, Expiration Date \_\_\_\_\_, class of license \_\_\_\_\_ . If the bidder is a joint venture, each member of the joint venture must include the above information.

Notice of acceptance or requests for additional information provided by the Authority should be addressed to the undersigned at the address stated below:

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The names of all persons interested in the foregoing proposal as principals are as follows:

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(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual copartners comprising the firm; if bidder or other interested person is an individual, state first and last names in full.)

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

Addenda Numbers: \_\_\_\_\_  
INCLUDE ALL ADDENDUM RECEIVED ON THIS LINE

1. Attached is the required bid security in the amount of not less than 10% of the Total Bid Price.
2. Attached is the completed Designation of Subcontractors form.
3. Attached is the fully executed Non-Collusion Declaration form.

**The following forms are required, but may be submitted as directed in the Notice of Intent to Award letter, should the Contractor be so notified in writing following the bid.**

4. The completed Bidder Information form. (Within 24 hours of notice)

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5. The completed Contractor's Certificate Regarding Workers' Compensation form.
6. The completed Asbestos-Free Materials Certification form, if required.
7. The completed Recycled Content Certification form.
8. The completed Contractor and Subcontractor Fingerprint Certification forms, if required.
9. The completed Drug-Free Workplace Certification form.
10. The completed Public Works Contractor Registration Certification form.

Bidder certifies that it is / is not (circle one) DVBE certified. DVBE reference number assigned by the Office of Small Business Certification and Resources is

\_\_\_\_\_. If bidder is DVBE certified, please attach a copy of the DVBE certification letter.

Bidder certifies that a good faith effort was made to include DVBE firms as subcontractors and suppliers in the bid.

Pursuant to Section 7103.5 of the Public Contract Code submitting a bid to the Authority, the bidder offers and agrees that if the bid is accepted, it will assign to Authority all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

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

Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

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

Dated \_\_\_\_\_

**NOTE:** If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signatures of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his or her signature shall be placed above.

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

Place of Residence: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_

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

# CONTRACTOR'S CERTIFICATE REGARDING INFORMATION REQUIRED OF BIDDERS

## A. INFORMATION ABOUT BIDDER

The Authority expressly reserves the right to reject the bid of any bidder who, upon investigation, has been determined to fail to complete similar contracts in a timely fashion or in a satisfactory manner. Such rejection would, if applicable, be based upon the principle that the bidder is "non-responsible" and poses a substantial risk of being unable to complete the work in a cost-effective, professional and timely manner.

In performing the above-described responsibility determination, the Authority reserves the right to utilize all possible sources of information in making its determination, including but not limited to: inquiries to regulatory State Boards and agencies; Dun and Bradstreet credit reports, inquiries to companies and public entities for which the contractor has previously performed work, reference checks and examination of all public records. Bidders are advised that failure to complete all required information set forth below may render the bid non-responsive.

The bidder must provide the following information:

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

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

1.0 Name of Bidder: \_\_\_\_\_

2.0 Type, if Entity: \_\_\_\_\_

3.0 Bidder Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Facsimile Number	Telephone Number	Email Address
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4.0 How many years has Bidder's organization been in business as a Contractor?  
\_\_\_\_\_

5.0 How many years has Bidder's organization been in business under its present name?  
\_\_\_\_\_

5.1 Under what other or former names has Bidder's organization operated?: \_\_\_\_\_

6.0 If Bidder's organization is a corporation, answer the following:

6.1 Date of Incorporation: \_\_\_\_\_

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6.2 State of Incorporation: \_\_\_\_\_

6.3 President's Name: \_\_\_\_\_

6.4 Vice-President's Name(s): \_\_\_\_\_

\_\_\_\_\_

6.5 Secretary's Name: \_\_\_\_\_

6.6 Treasurer's Name: \_\_\_\_\_

7.0 If an individual or a partnership, answer the following:

7.1 Date of Organization: \_\_\_\_\_

7.2 Name and address of all partners (state whether general or limited partnership):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

8.0 If other than a corporation or partnership, describe organization and name principals:

\_\_\_\_\_

\_\_\_\_\_

9.0 List other states in which Bidder's organization is legally qualified to do business.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

10.0 What type of work does the Bidder normally perform with its own forces?

\_\_\_\_\_

\_\_\_\_\_

11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

\_\_\_\_\_

\_\_\_\_\_

**INFORMATION REQUIRED OF BIDDERS**

12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

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13.0 List Trade References:

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14.0 List Bank References (Bank and Branch Address):

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15.0 Name of Bonding Company and Name and Address of Agent:

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**INFORMATION REQUIRED OF BIDDERS**





**C. LIST OF COMPLETED PROJECTS - LAST THREE YEARS**

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

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

Project Client (Including contact name & phone #)	Description of Bidder's Work	Period of Performance	Cost of Bidder's Work

**D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE**

***Personnel:***

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

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

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2. Summarize each person's specialized education:

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

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4. Summarize such experience:

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

**Additional Bidder's Statements:**

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

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**E. VERIFICATION AND EXECUTION**

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

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

Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Dated \_\_\_\_\_

## WORKERS' COMPENSATION

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

Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Dated \_\_\_\_\_

# BID BOND

KNOW ALL MEN BY THESE PRESENTS: THAT we, \_\_\_\_\_

\_\_\_\_\_, as Principal, and

\_\_\_\_\_, as Surety, are held and

firmly bound unto the **SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS**, hereinafter called Authority, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal submitted to the said Authority for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid NUMBER 2122-005, for SDCOE 300 BUILDING HVAC PROJECT AT SAN DIEGO COUNTY OFFICE OF EDUCATION.

NOW, THEREFORE. The Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening; and, if the Principal be awarded the contract, and shall within the period specified therefor, or if no period be specified, within ten (10) consecutive calendar days after the Award of Contract complete the prescribed forms are presented to him for signature enter into a written contract with the Authority in accordance with the bid as accepted and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the contract, or in the event of the withdrawal of said bid within the period specified or the failure to enter into such contract and give such bonds within the time specified. If the Principal shall pay the Authority the difference between the amount specified in said bid and the amount for which the Authority may procure the required work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Authority in again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain In full force and virtue.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract on the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in anywise 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 said contract or the call for bids, or to the work, or to the specifications.

**BID BOND**

-22 of 26-

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these presents duly assigned by its undersigned representative, pursuant to authority of Its governing body.

(Corporate Seal)

\_\_\_\_\_  
Principal

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

By \_\_\_\_\_

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title \_\_\_\_\_







## DESIGNATION OF DVBE SUBCONTRACTORS

Contractor shall identify each subcontractor that is a certified Disabled Veteran Business Enterprise (DVBE). Contractor shall provide the DVBE Reference Number assigned by the Office of Small Business Certification and Resources for each DVBE subcontractor, and shall attach a copy of the subcontractor's certification letter.

<b>Subcontractor</b>	<b>DVBE Reference Number</b>

## DESIGNATION OF DVBE SUBCONTRACTORS

## DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: (a) the name and the location of the place of business, (b) the California contractor license number and DIR registration number, and (c) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the work involves streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. If requested by the Authority, Bidders are required to submit the phone number, license number and license expiration date of each subcontractor listed in its bid with in twenty-four (24) hours of bid opening. No time extension will be allowed for submission of information required by this document.

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

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

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

(Additional copies of this page may be used for additional subcontractors as needed.)

Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

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

Dated \_\_\_\_\_

## **ASBESTOS-FREE MATERIALS CERTIFICATION**

The undersigned declares that he or she is the person who executed the bid for the SDCOE 300 BUILDING HVAC PROJECT at SAN DIEGO COUNTY OFFICE OF EDUCATION (hereinafter referred to as the "Project"), and submitted it to the **SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS** (hereinafter referred to as "AUTHORITY") on behalf of

\_\_\_\_\_ (hereinafter referred to as the "Contractor").

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

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

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

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

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

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

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

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_.

\_\_\_\_\_

Name of Contractor (Print or Type)

By \_\_\_\_\_

Signature

Print Name

**Notary Acknowledgment**

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

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally

appeared \_\_\_\_\_, 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 of Notary Public

**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- Individual
- Corporate Officer

- \_\_\_\_\_  
Title(s)
- Partner(s)       Limited
  - General

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

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

\_\_\_\_\_  
Title or Type of Document

\_\_\_\_\_  
Number of Pages

\_\_\_\_\_  
Date of Document

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

\_\_\_\_\_  
Signer(s) Other Than Named Above

# CONTRACTOR & SUBCONTRACTOR FINGERPRINTING REQUIREMENTS

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## CONTRACTOR CERTIFICATION

With respect to the Contract Number 2223 -003 by and between **SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS** (hereinafter referred to as "AUTHORITY")

and \_\_\_\_\_ ("Contractor"), Contractor hereby certifies to the AUTHORITY that it has completed the criminal background check requirements of Education Code Section 45125.1 and that none of its employees that may come in contact with Owner 's pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

\_\_\_\_\_  
Contractor's Representative

\_\_\_\_\_  
Date

Print: \_\_\_\_\_

---

**CONTRACTOR & SUBCONTRACTOR FINGERPRINTING REQUIREMENTS**

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**SUBCONTRACTOR'S CERTIFICATION**

The **SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS** (hereinafter referred to as "AUTHORITY"), entered into Contract #2223 - 003, ("Contract"), for services with \_\_\_\_\_ ("Contractor"). This

certification is submitted by \_\_\_\_\_, a subcontractor to the Contractor for purposes of that Contract ("Subcontractor"). Subcontractor hereby certifies to the AUTHORITY that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with Owner's pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

\_\_\_\_\_  
Subcontractor's Representative

\_\_\_\_\_  
Date

Print: \_\_\_\_\_



## NON-COLLUSION DECLARATION

The undersigned declares:

I am the \_\_\_\_\_ (*Title*) of \_\_\_\_\_  
(*Firm*), 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 \_\_\_\_\_ (*Date*),

at \_\_\_\_\_ (*City*), \_\_\_\_\_ (*State*).

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

# PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

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

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

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.<sup>1</sup>

Name of Bidder: \_\_\_\_\_

DIR Registration Number: \_\_\_\_\_

Small Project Exemption: \_\_\_\_\_ Yes \_\_\_\_\_ No

Bidder further acknowledges:

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

Name of Bidder \_\_\_\_\_

Signature \_\_\_\_\_

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

Dated \_\_\_\_\_

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<sup>1</sup> If the Project is exempt from the contractor registration requirements pursuant to the small project exemption under Labor Code sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."

## DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is part of the Contract made by and between the **SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS** (hereinafter referred to as "AUTHORITY") and

---

(hereinafter referred to as the "Contractor") for the SDCOE 300 BUILDING HVAC PROJECT at SAN DIEGO COUNTY OFFICE OF EDUCATION Project (hereinafter referred to as the "Project"). This form is required from all successful bidders pursuant to the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for procurement of any property or service from any State Agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State Agency may be subject to suspension of payments or termination, and the contractor or grantee may be subject to debarment from future contracting, if the contracting Agency determines that specified acts have occurred.

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

Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in their workplace and specifying actions which will be taken against employees for violations of the prohibition;

Establishing a drug-free awareness program to inform employees about all of the following:

The dangers of drug abuse in the workplace;

The person's or organization's policy of maintaining a drug-free workplace;

The availability of drug counseling, rehabilitation and employee-assistance programs; and

The penalties that may be imposed upon employees for drug abuse violations.

Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision "A," and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

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

A. Publishing a statement notifying employees concerning the prohibition of controlled substance at my workplace;

Establishing a drug-free awareness program; and

Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and agree to abide by the terms of that statement.

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

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

Executed on this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_ at \_\_\_\_\_.

\_\_\_\_\_  
Name of Contractor (Print or Type)

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**Notary Acknowledgment**

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

STATE OF CALIFORNIA

COUNTY OF \_\_\_\_\_

On \_\_\_\_, 20\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared

\_\_\_\_\_, 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 of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document*

*and could prevent fraudulent removal and reattachment of this form to another document.*

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- Individual
- Corporate Officer

\_\_\_\_\_  
Title(s)

\_\_\_\_\_  
Title or Type of Document

- Partner(s)  Limited
- General

\_\_\_\_\_  
Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

\_\_\_\_\_  
Date of Document

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

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

\_\_\_\_\_  
Signer(s) Other Than Named Above

# IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code Section 2200 *et seq.*)

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

- The Contractor is not:
  - (i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
  - (ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
  
- The Authority has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the Authority will be unable to obtain the goods and/or services to be provided pursuant to the Contract.
  
- The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

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

Titled: \_\_\_\_\_

Firm: \_\_\_\_\_

Date: \_\_\_\_\_

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

# RECYCLED CONTENT CERTIFICATION

The undersigned declares that he or she is the person who executed the bid for the SDCOE 300 BUILDING HVAC PROJECT at SAN DIEGO COUNTY OFFICE OF EDUCATION (hereinafter referred to as the "Project"), and submitted it to the **SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS** (hereinafter referred to as "AUTHORITY") on behalf of

\_\_\_\_\_ hereinafter referred to as the "Contractor").

Pursuant to Public Contract Code Sections 12205 and 22152, all contractors are required to certify in writing under penalty of perjury the minimum (if not exact) percentage of recycled content in materials, goods, or supplies offered or products used in the performance of their contract, regardless of whether the product meets the required recycled product percentage as defined in Public Contract Code Section 12209. The recycled content shall include both post consumer material and secondary material as defined in Public Contract Code Section 12200 shall apply.

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

\_\_\_\_\_ % Post consumer Material \_\_\_\_\_ % Secondary Material.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_  
\_\_\_\_\_.

\_\_\_\_\_  
Name of Contractor (Print or Type)

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**Notary Acknowledgment**

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

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally

appeared \_\_\_\_\_, 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 of Notary Pubic

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document*

*and could prevent fraudulent removal and reattachment of this form to another document.*

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- Individual
- Corporate Officer

\_\_\_\_\_  
Title(s)

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Title or Type of Document

- Partner(s)  Limited
- General

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Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

\_\_\_\_\_  
Date of Document

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

\_\_\_\_\_  
\_\_\_\_\_  
Signer(s) Other Than Named Above