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BID FORM

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

From: Bobo Construction, 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.: 22-206

BID PACKAGE #1-SMFCSD BID #22-206

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,

- **Beresford Elementary School**, 300 28th Avenue, San Mateo, California
- **Foster City Elementary School**, 461 Beach Park Blvd., Foster City, California
- **Lead School**, 949 Ocean View Avenue, San Mateo, California
- **San Mateo Park Elementary School**, 161 Clark Drive, San Mateo, California

("Project" or "Contract")

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

Beresford Elementary School

Base Bid

one million six hundred sixteen thousand four hundred twenty
Dollars \$ 1,616,420.00

Beresford Elementary School Allowance: Allowance for scope as directed by the Owner and unforeseen conditions.

\$ 100,000.00

Total Base Bid plus Allowance Item No. 1 for Beresford Elementary School

one million seven hundred sixteen thousand four hundred twenty
Dollars \$ 1,716,420.00

Foster City Elementary School

Base Bid

Four million seven hundred twenty four thousand nine hundred twenty
Dollars \$ 4,724,920.00

Foster City Elementary School Allowance: Allowance for scope as directed by the Owner and unforeseen conditions.

\$ 100,000.00

Total Base Bid plus Allowance Item No. 1 for Foster City Elementary School

Four million eight hundred twenty four thousand nine hundred twenty
Dollars \$ 4,824,920.00

Lead Elementary School

Base Bid

Three million three hundred fifty seven thousand one hundred eighty
Dollars \$ 3,357,180.00

Lead Elementary School Allowance: Allowance for scope as directed by the Owner and unforeseen conditions.

\$ 100,000.00

Total Base Bid plus Allowance Item No. 3 for Lead Elementary School

Three million four hundred fifty seven thousand one hundred eighty
Dollars \$ 3,457,180.00

San Mateo Park Elementary School

Base Bid

Two million seven hundred thirty five thousand four hundred eighty
Dollars \$ 2,735,480.00

San Mateo Park Elementary School Allowance: Allowance for scope as directed by the Owner and unforeseen conditions \$ 100,000.00

Total Base Bid plus Allowance Item No. 4 for San Mateo Park Elementary School

Two million eight hundred thirty five thousand four hundred eighty
Dollars \$ 2,835,480.00

TOTAL PROJECT BASE BID plus ALLOWANCE

Twelve million eight hundred thirty four thousand
Dollars \$ 12,834,000.00

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:

This project requires no unit pricing

4. **Allowance(s).** The Bidder's Base Bid shall include the following Allowance(s) within their submission. The District will track all of the following Allowance(s) amount(s) to the successful bidder's Contract per campus. Contractor shall be permitted to invoice for Work under an Allowance in the identical structure as a Change Order.

Beresford Elementary School Allowance: Allowance for scope as directed by the Owner and unforeseen conditions.	\$100,000.00
Foster City Elementary School Allowance: Allowance for scope as directed by the Owner and unforeseen conditions.	\$100,000.00
Lead Elementary School Allowance: Allowance for scope as directed by the Owner and unforeseen conditions.	\$100,000.00
San Mateo Park Elementary School Allowance: Allowance for scope as directed by the Owner and unforeseen conditions	\$100,000.00

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) day

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>11/30/2022</u>	No. <u>2</u> , Dated <u>12/7/2022</u>
No. <u>3</u> , Dated <u>12/12/2022</u>	No. <u> </u> , Dated <u> </u>
No. <u> </u> , Dated <u> </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. Prequalification. 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-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46.

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 perform the Work adequately and safely 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 15 day of December 2022

Signature 

Signed by (Print Name) Austin Bobo

Title of Person Signing Vice President

Name of Bidder Bobo Construction, Inc.

Type of Organization Corporation

Address of Bidder 9722 Kent Street, Elk Grove, CA 95624

Taxpayer's Identification No. of Bidder 94-1436622

Telephone Number 916-383-7777

Fax Number 916-383-1681

E-mail bestimating@boboconstructioninc.com Web page www.boboconstructioninc.com

Bidder's DIR Registration No.: No.: 1000000906

Contractor's License No(s): No.: 183537 Class: A, B Expiration Date: 9/30/2024

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

If Bidder is a corporation, provide the following:

Name of Corporation: Bobo Construction, Inc.

President: Chris Bobo

Secretary: Carly Nicholas

Treasurer: Travis Nicholas

Manager: Austin Bobo, Vice President

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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, BOBO CONSTRUCTION, INC. as Principal ("Principal"),
and FIDELITY AND DEPOSIT COMPANY OF MARYLAND as Surety ("Surety"),
a corporation organized and existing under and by virtue of the laws of the State of Illinois
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 Oblige, in the sum of
TEN PERCENT (10%) OF AMOUNT BID (\$ **10%**)

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 Oblige becoming effective, or if the Principal shall fully reimburse and save harmless the Oblige from any damage sustained by the Oblige 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 Oblige 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 Oblige and judgment is recovered, the Surety shall pay all costs incurred by the Oblige in such suit, including a reasonable attorneys' fee to be fixed by the Court.

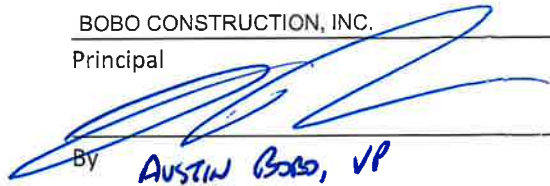
If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

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

12th day of December, 2022.

BOBO CONSTRUCTION, INC.

Principal

By  Austin Bobo, VP

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Surety

By  Karen Amin, Attorney-in-Fact

ALLIANT INSURANCE SERVICES, INC.

Name of California Agent of Surety

641 S. Ham Lane, Suite B, Lodi, CA 95242

Address of California Agent of Surety

(209) 333-1136

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

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 San Joaquin)

On December 12, 2022 before me, Jennifer Loper, Notary Public
(insert name and title of the officer)

personally appeared Karen Amin
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.

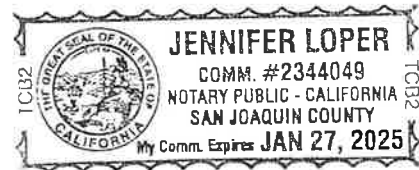
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray**, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint, **Daniel M. CONNOLLY, David SCHNAPP, Karen AMIN and Jennifer LOPER**, all of Lodi, California, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons. The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 28th day of July A.D. 2020.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 28th day of July, 2020, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 12th day of December, 2022.



Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

DOCUMENT 00 43 36

DESIGNATED SUBCONTRACTORS LIST

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

BID PACKAGE #1-SMFCSD BID #22-206 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,

- **Beresford Elementary School**, 300 28th Avenue, San Mateo, California
- **Foster City Elementary School**, 461 Beach Park Blvd., Foster City, California
- **Lead School**, 949 Ocean View Avenue, San Mateo, California
- **San Mateo Park Elementary School**, 161 Clark Drive, 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: 12/15/2022

Proper Name of Bidder: Bobo Construction, Inc.

Signature: 

Print Name: Austin Bobo

Title: Vice President

Subcontractor Name: Cal west Location: Petaluma

Scope of Work: Acoustical

If DVBE, Percent of Work: 0 % CSLB No.: 960381 DIR No.: 1000005061

Subcontractor Name: Vanden-dos Location: Roseville

Scope of Work: Electrical

If DVBE, Percent of Work: 0 % CSLB No.: 627898 DIR No.: 1000000279

Subcontractor Name: ~~WILLIAM~~ M Location: ~~Petaluma~~ M

Scope of Work: ~~PAINTING~~ M

If DVBE, Percent of Work: ~~0~~ M % CSLB No.: ~~944448~~ M DIR No.: ~~1000000801~~ M

Subcontractor Name: Western Location: San Leandro

Scope of Work: Roofing

If DVBE, Percent of Work: 0 % CSLB No.: 180533 DIR No.: 1000000717

Subcontractor Name: Rick Slader Location: San Jose

Scope of Work: Framing

If DVBE, Percent of Work: 0 % CSLB No.: 807984 DIR No.: 1000012815

Subcontractor Name: _____ Location: _____

Scope of Work: _____

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

Subcontractor Name: Azul Location: San Francisco

Scope of Work: Site work

If DVBE, Percent of Work: 0 % CSLB No.: 780074 DIR No.: 1000003862

Subcontractor Name: AMG Location: Oakland

Scope of Work: Demo

If DVBE, Percent of Work: 0 % CSLB No.: 586844 DIR No.: 1000003666

Subcontractor Name: Slater Location: San Francisco

Scope of Work: Painting

If DVBE, Percent of Work: 0 % CSLB No.: 937380 DIR No.: 1000003666 my

Subcontractor Name: Michael Venosta my Location: Gilroy my

Scope of Work: Plumbing my

If DVBE, Percent of Work: 0 % CSLB No.: 969247 DIR No.: 10000038998 my

Subcontractor Name: Michael Venosta Location: Gilroy

Scope of Work: Mechanical

If DVBE, Percent of Work: 32 % CSLB No.: 969247 DIR No.: 10000038998

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 Vice President **[PRINT YOUR TITLE]**

of Bobo Construction, 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: 12/15/2022

Proper Name of Bidder: Bobo Construction, Inc.

City, State: Elk Grove, CA

Signature: 

Print Name: Austin Bobo

Title: Vice 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: 12/15/2022

Proper Name of Bidder: Bobo Construction, Inc.

Signature: 

Print Name: Austin Bobo

Title: Vice President

END OF DOCUMENT