

Victoria ES Portables Project
Bid #116-24
Exhibit J

BID FORM

NAME OF BIDDER: GZV Set Up LLC

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:

**VICTORIA ELEMENTARY INTERDISTRICT PORTABLE
REMOVAL, RENOVATION, AND PLACEMENT**

A. BID SCHEDULE

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

BID	BID PRICE (IN WRITTEN FORM)	BID PRICE (IN NUMBERS)
BASE BID	NINE HUNDRED SIXTY FIVE THOUSAND SIX HUNDRED THIRTY DOLLARS	\$965,630.00
UNFORESEEN CONDITIONS/ DISTRICT DIRECTED WORK	~~FIFTEEN THOUSAND DOLLARS~~ THIRTY THOUSAND DOLLARS	\$30,000.00
TOTAL BID + ALLOWANCE PRICE	NINE HUNDRED NINETY FIVE THOUSAND SIX HUNDRED THIRTY DOLLARS	\$995,630.00

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

The undersigned agrees that this Bid Form constitutes a firm offer to the District which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the bid opening, or until a Contract for the Work is fully executed by the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

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

ALTERNATE BIDS	BID PRICE (IN WRITTEN FORM)	BID PRICE (IN NUMBERS)
ALTERNATE #1 ☐ Add ☐ Deduct		
ALTERNATE #2 ☐ Add ☐ Deduct		
ALTERNATE #3 ☐ Add ☐ Deduct		
ALTERNATE #4 ☐ Add ☐ Deduct		
ALTERNATE #5 ☐ Add ☐ Deduct		
ALTERNATE #6 ☐ Add ☐ Deduct		

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

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

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

If awarded the contract, the undersigned agrees that there shall be paid by the undersigned and by all subcontractors to all laborers, workers and mechanics employed in the execution of such contract no less than the prevailing wage rate within Orange County for each craft, classification, or type of worker needed to complete the Work contemplated by this contract as established by the Director of the Department of Industrial Relations. A copy of the prevailing rate of per diem

BID SCHEDULE

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wages are on file at the District's Administration Office and shall be made available to interested parties upon request.

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

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

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

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

License # 1101139, Expires 02/28/2025, Class B

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

Sureties that will furnish the Faithful Performance Bond and the Labor and Material Payment Bond, in the form specified herein, in an amount equal to one hundred percent (100%) of the contract price within ten (10) working days from the date the District provides the successful bidder the Notice of Award. Sureties must meet all of the State of California bonding requirements, as defined in California Code of Civil Procedure Section 995.120 and must be authorized by the State of California.

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

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

Addenda No. _____

Addenda No. _____

Addenda No. _____

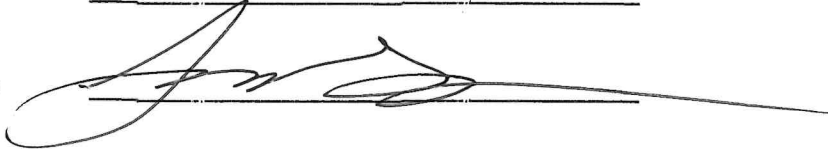
BID SCHEDULE

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

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 GZV Set Up LLC

Signature 

Name and Title Levi W. Gardner, Vice President

Dated February 14, 2024

BID BOND

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated February 15th, 2024, for VICTORIA ELEMENTARY INTERDISTRICT PORTABLE REMOVAL, RENOVATION, AND PLACEMENT PROJECT.

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

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

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

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 15th day of February, 2024, the name and corporate seal of each corporation.

(Corporate Seal)

GZV Set Up LLC

Contractor/Principal

By: [Signature]

(Corporate Seal)

Title: Vice President

Midvale Indemnity Company

Surety

By: [Signature]

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title: Regional Bond Manager

The rate of premium on this bond is \$30 per thousand.

The total amount of premium charges, \$ n/a

(The above must be filled in by corporate attorney)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

BID BOND

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(Name and Address of Surety)

Midvale Indemnity Company

55 West Street

Keene NH 03431

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

Midvale Indemnity Company

55 West Street

Keene NH 03431

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

Midvale Indemnity Company c/o NGM Insurance

Chavonne Campbell

336-362-9664

BID BOND

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

Civil Code § 1189

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

State of New Hampshire

County of Cheshire

On February 15th, 2024, before me, Jennifer Bush, Notary Public

personally appeared _____

Name and or Names of Signer(s)

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

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

Witness my hand and official seal.

Signature Jennifer Bush
Notary Public Signature

JENNIFER H BUSH
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
July 12, 2027

Place Notary Public Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

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

Signer is representing _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb

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

Signer is representing _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY *that, pursuant to the Insurance Code of the State of California,*

Midvale Indemnity Company

of Wisconsin, organized under the laws of Wisconsin, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

**Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation,
Common Carrier Liability, Boiler and Machinery, Burglary, Credit,
Sprinkler, Team and Vehicle, Automobile, Aircraft, and Miscellaneous**

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

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

IN WITNESS WHEREOF, *effective as of the 2nd day of February*
2018, I have set my hand and caused my official seal to be affixed this
2nd day of February, 2018.



Dave Jones
Insurance Commissioner

Valerie Sarfaty
for Joel Laucher
Chief Deputy

By

NOTICE:

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

Midvale Indemnity Company Bond Privacy Notice

INTRODUCTION

Midvale Indemnity Company ("Midvale," "we" or "us") is committed to your privacy. This Privacy Policy explains how we collect, use, disclose, retain, and protect your personal information in connection with our services.

OUR POLICY

We do not disclose any non-public personal information about our policyholders or claimants to any third parties except as is permitted by law. Any such disclosures are made for the purpose of underwriting and transacting the business of your surety or fidelity coverage or your claim. We do not sell or provide your non-public personal information to others for their marketing purposes.

California Residents: California law may provide you with additional rights regarding your personal information. To learn more about your California privacy rights, please see our California Consumer Privacy Act Privacy Notice ("CCPA Notice") <https://go.midvaleinsurance.com/privacy-policy/>.

THE INFORMATION WE COLLECT

Most of your non-public personal information is provided by you on your application for surety or fidelity bond(s). Depending on the type of surety or fidelity bond policy you request, we may seek additional information about you or other individuals who are being proposed for coverage. In certain circumstances we may collect information about you from third parties. For example, for surety or fidelity bonds we may seek financial reports and information from banks or CPAs as well as other background information. We may receive information about you from a consumer reporting agency. This information allows us to properly underwrite and rate your surety or fidelity bond coverage and to complete the other transactions incidental to your surety or fidelity bond coverage.

INFORMATION DISCLOSURES THAT WE MAKE

We do not disclose any non-public personal information about our policyholders except as it is permitted by law. In some cases, this may mean information can be disclosed to third parties without your authorization. These disclosures may include those made to your agent or broker, appraisers and independent adjusters who investigate, defend, or settle your claims, surety regulators, and/or your financial institution. These are some of the disclosures that are permitted by law.

PROTECTING YOUR PERSONAL INFORMATION AT THE COMPANY

We restrict access to your personal information to our employees who need to know the information to provide you with the surety or fidelity products and services you have requested. Electronic and procedural safeguards are maintained by the Company to ensure the confidentiality of your information. These safeguards follow state and federal laws designed to protect your non-public personal information. Our employees are educated on the importance of maintaining proper procedures and controls we have put in place to safeguard your personal information.

ADDITIONAL INFORMATION: If you have any questions about our privacy practices, please contact us as follows:

Midvale Indemnity Company
Attn: Privacy Office
6000 American Parkway
Madison WI 53783

IMPORTANT NOTICE

IN COMPLIANCE WITH THE REQUIREMENTS OF THE FAIR CREDIT REPORTING ACT (PUBLIC LAW 91-508), MIDVALE INDEMNITY COMPANY ADVISES THAT AS PART OF OUR ROUTINE PROCEDURE IN REVIEWING APPLICATIONS FOR SURETY OR FIDELITY BONDS OR RENEWALS OF SURETY OR FIDELITY BONDS COVERAGE, WE MAY PROCURE A CONSUMER REPORT INCLUDING INFORMATION AS TO THE CONSUMER'S CHARACTER, GENERAL REPUTATION, PERSONAL CHARACTERISTICS OR MODE OF LIVING. IF SUCH SURETY OR FIDELITY BOND IS FOR AN INDIVIDUAL AND IS PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES, SUCH INFORMATION MAY BE OBTAINED THROUGH PERSONAL INTERVIEWS WITH NEIGHBORS, FRIENDS OR OTHERS WITH WHOM THE CONSUMER IS ACQUAINTED. UPON REQUEST TO THIS SURETY COMPANY, IN ANY MANNER AS NOTED ABOVE, WE WILL PROVIDE, IN WRITING, A COMPLETE AND ACCURATE DISCLOSURE OF THE NATURE AND SCOPE OF THE CONSUMER REPORT REQUESTED OR ADVISE THAT NO INVESTIGATION WAS CONDUCTED

Midvale Indemnity Company California Privacy Notice

This California Privacy Notice supplements the Midvale Indemnity Company Bond Privacy Notice and applies solely to individuals who reside in California ("consumers"). We have adopted this policy to comply with the California Consumer Privacy Rights Act ("CPRA"), previously known as the California Consumer Privacy Act of 2018 ("CCPA").

Information We Collect

CPRA defines personal information as "information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household." Personal information does not include de-identified or aggregate consumer information. We will implement technical safeguards to prohibit re-identification of de-identified information about you.

We have collected some or all the below categories of personal information from consumers within the last twelve (12) months.

Please note that the examples are not an exhaustive list and personal information collected may fall into multiple categories. Categories and specific pieces of information collected will vary depending on the nature of your relationship with us.

Categories of Personal Information	Definition/Examples
Personal Identifiers	Name, DOB, SSN, telephone, address, driver's license number, passport number, electronic signature, account credentials, passwords, and email address
Demographics	Age, race, ethnicity, religion, gender identification, disability status, citizenship, family relationships, veteran or military status
Professional or Employment Information	Employment contract, salary, disciplinary action, employment history, performance reviews, professional designations, resumes and job applications
Financial Information	Credit history, bank account numbers, investment or brokerage account numbers, information regarding estate or tax planning, debts, trusts, credit or debit card numbers
Commercial Information	Records of personal property, products or services purchased, obtained or considered or other purchasing or consuming histories or tendencies

Categories of Personal Information	Definition/Examples
Main Street America Product Information	Bond account numbers, bond form, bond penalty, oblige, transaction history

We reserve the right to create or allow others to create aggregate consumer information data sets by ensuring that individual consumer identities have been removed and are not linked or reasonably linkable to any consumer or household, including via a device. The CPRA does not require that we re-identify such information in response to a consumer request.

We collect personal information about consumers from the following sources:

- Bond applications and related forms
- Consumer reporting agencies

How We Use Personal Information

We may use or disclose the personal information we collect for one or more of the following business or commercial purposes:

- Bond sales and administration
- Claims and investigations
- Research and analytics
- Fulfilling legal and regulatory obligations

How We Share Personal Information

We **do not sell** the personal information we obtain.

Your personal information may be disclosed to our affiliates or an external third party for a business purpose. When we disclose personal information to an external third party for a business purpose, we enter a contract with the recipient that describes the purpose for sharing the information and requires the recipient to protect that information. Our affiliates are only permitted to use personal information we disclose to them for authorized business purposes and they are required to protect the information in accordance with approved data security plans.

We may share your personal information with the following categories of third parties including:

- Authorized agents or brokers;
- Law enforcement, regulators and other parties for legal reasons; and
- Our affiliates.

We may have disclosed personal information to a third party for a business purpose in the last twelve (12) months.

Your Rights and How to Exercise Them

The CPRA grants consumers (California residents) access and deletion rights about the personal information that a business has collected about the consumer in the twelve (12) months prior to the consumer's request.

Access Request Rights

You have the right to request that we disclose certain information to you about our collection and use of your personal information. Once we receive your request and confirm your identity (see **Exercising Access and Deletion Rights**), we will disclose to you:

- The categories of personal information we collected about you;
- The categories of sources from which the personal information was collected;
- The business or commercial purpose for collecting or disclosing personal information;
- The categories of third parties with whom we share personal information; and
- The specific pieces of personal information we collected about you.

Deletion Request Rights

Subject to certain exceptions, you have the right to request that we delete any of the personal information that we collected from you and have retained. Unless an exception applies, once we receive your request and confirm your identity (see **Exercising Access and Deletion Rights**), we will delete your personal information from our records and direct our service providers to delete your personal information from their records.

We may deny your deletion request if we did not collect the information directly from you or we or our service providers need the information:

- To complete a transaction or service that you requested;
- For security purposes;
- To identify and repair system errors;
- For internal business purposes; or
- To comply with a laws or legal obligation.

Exercising Access and Deletion Rights

To exercise your access and deletion rights, please submit a request using one of the following options:

- Calling us toll-free at (800) 466-3748
- Completing our online form at <https://go.homesite.com/cpa/>
- Mailing your request to:
Midvale Indemnity Company
Attn: Privacy Office
6000 American Parkway
Madison WI 53783

Only you, or an authorized agent appointed to act on your behalf, may make an access or deletion request related to your personal information. You may also make a request on behalf of your minor child. If you are submitting a request on behalf of someone else, you will need to provide proof that you have been authorized by the consumer to make the request for them.

You may only make an access request twice within a 12-month period.

We cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you. In order to verify your identity, we need information that allows us to reasonably verify that you are the person about whom we collected personal information. Information we request may include:

- First, middle, and last name
- Date of birth
- Phone number
- Address
- Last four digits if your social security number
- Policy or claim number

We will match these data points with information we have about you to confirm your identity. We will only use the personal information provided to us in an access or deletion request in order to verify the requestor's identity or authority to make the request.

Response Timing

We will confirm that we received your request within ten (10) days of receiving the request. We will respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days) to respond to your request, we will inform you of the reason and the extension period in writing by mail or electronically based on your stated preference.

Non-Discrimination

If you choose to exercise your CPRA rights, we will not discriminate against you by:

- Denying you goods or services;
- Charging you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties;
- Providing you a different level or quality of goods or services; or

- Suggesting that you may receive a different price or rate for goods or services or a different level or quality of service.

Changes to Our Privacy Notice

We reserve the right at our discretion to amend this privacy notice at any time. When we make changes to this privacy notice, we will send a revised notice with your annual policy statement.

Contact Information

If you have any questions or comments about this notice, the ways in which we collect and use your information, your choices and rights regarding such use, or wish to exercise your rights under California law, please contact us at 1-800-466-3748 or via U.S. Postal mail to:

Midvale Indemnity Company
Attn: Privacy Office
6000 American Parkway
Madison WI 53783



06-C 3122451

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Midvale Indemnity Company, a Wisconsin corporation having its principal office at 6000 American Parkway, Madison, Wisconsin 53783, pursuant to Resolutions of the Board of Directors unanimously consented to on February 18, 2020, to wit:

WHEREAS, management of the Corporation recommends that the Board authorize officers of the Corporation to appoint designated employees as attorneys-in-fact and authorize them to execute on behalf of the Corporation, and affix the seal of the Corporation thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking, and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them (the "Recommendation"); and **WHEREAS**, the Board has reviewed and considered the Recommendation.

RESOLVED, that the Recommendation is approved.

The President hereby grants authority to and makes, constitutes and appoints solely:

(i) Rye Capron; (ii) Larissa Grant; (iii) Amy LaCroix; (iv) Jennifer Bush; (v) Amanda Brendel; (vi) Aimee Henard; (vii) Theresa Smith; (viii) Beth Rodriguez; (ix) Nancy Giordano-Ramos and (x) Kyler Stahle

as its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

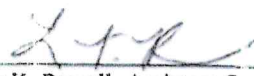
1. No one bond to exceed Twenty-Five Million Dollars (\$25,000,000.00)

and to bind Midvale Indemnity Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of Midvale Indemnity Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority pursuant to a Resolution of the Board of Directors unanimously consented to on February 18, 2020, to wit:

RESOLVED, that the signature of any officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or special power of attorney, or certification of either, and the execution of any bond or similar instrument transmitted via facsimile or PDF file format shall be deemed to be true and legally binding signatures and considered an original seal with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, Midvale Indemnity Company has caused these presents to be signed by its Assistant Secretary and its corporate seal to be hereto affixed this 15th day of June, 2023.

Midvale Indemnity Company, By: 

Lauren K. Powell, Assistant Secretary



State of Wisconsin
County of Dane

On this 15th day of June, 2023, before the subscriber a Notary Public of State in and for the State of Wisconsin duly commissioned and qualified, came Lauren K. Powell, to me personally known to be the officer described herein, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; the Resolution dated February 18, 2020 granting authority to appoint Attorney in fact of said Company is now in force.

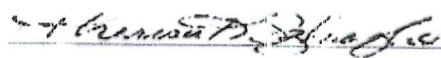
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Madison, Wisconsin, this 15th day of June, 2023.



Notary Commission Expires: February 8, 2027



I, Theresa K. Sztucko, Assistant Treasurer, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect. **IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of said Midvale Indemnity Company this 15th day of February, 2024.





WARNING: Any unauthorized reproduction or alteration of this document is prohibited
TO CONFIRM VALIDITY of the attached bond please call 1-603-354-5281
TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431
Attn: Bond Claim Dept. or call our Bond Claim Dept. at 1-603-358-1437

Notary Acknowledgment

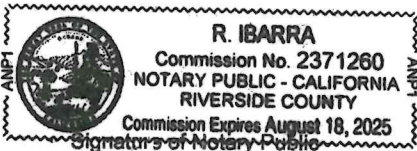
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF Riverside

On February 7, 2024, before me, R. Ibarra, Notary Public, personally appeared Levi W. Gardner, 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.

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

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

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

Bid Bond

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

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

Notary Acknowledgment

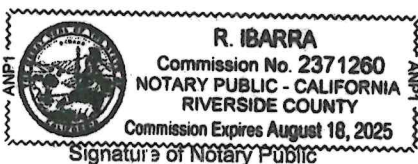
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF Riverside

On February 7, 2024, before me, R. Ibarra, Notary Public, personally appeared Levi W. Gardner, 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.

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

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

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

Bid Bond

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

END OF BID BOND

BID BOND

- 5 -

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

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

Name of Bidder GZY Set Up LLC

Signature 

Name and Title Levi W. Gardner, Vice President

Dated January 18, 2024

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

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

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

☒ The Contractor is not:

(1) identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

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

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

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

Signature: _____

Printed Name: Levi W. Gardner

Title: Vice President

Firm Name: GZV Set Up LLC

Date: January 18, 2014

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

IRAN CONTRACTING ACT CERTIFICATION

- 18 -

FLEET COMPLIANCE CERTIFICATION

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

The Fleet is subject to the requirements of the Regulation, and the appropriate Certificate(s) of Reported Compliance have been attached hereto.

The Fleet is exempt from the Regulation under section 2449.1(f)(2), and a signed description of the subject vehicles, and reasoning for exemption has been attached hereto.

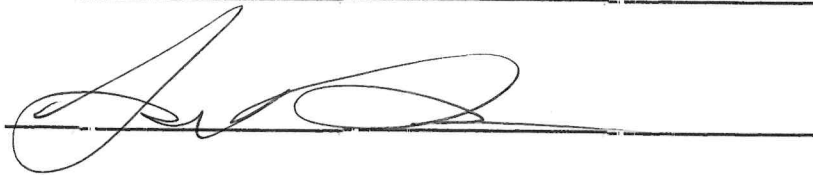
Bidder and/or their subcontractor is unable to procure R99 or R100 renewable diesel fuel as defined in the Regulation pursuant to section 2449.1(f)(3). Bidder shall keep detailed records describing the normal refueling methods, their attempts to procure renewable diesel fuel and proof that shows they were not able to procure renewable diesel (i.e. third party correspondence or vendor bids).

The Fleet is exempt from the requirements of the Regulation pursuant to section 2449(i)(4) because this Project has been deemed an Emergency, as defined under section 2449(c)(18). Bidder shall only operate the exempted vehicles in the emergency situation and records of the exempted vehicles must be maintained, pursuant to section 2449(i)(4).

The Fleet does not fall under the Regulation or are otherwise exempted and a detailed reasoning is attached hereto.

Name of Bidder: GZV Set Up LLC

Signature: _____



Name: Levi W. Gardner

Title: Vice President

Date: January 18, 2024

FLEET COMPLIANCE CERTIFICATION

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

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

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

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

Name of Bidder: GZV Set Up LLC

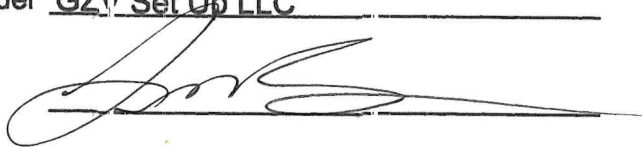
DIR Registration Number: 10000983417

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 GZV Set Up LLC

Signature



Name and Title Levi W. Gardner, Vice President

Dated January 18, 2024

**PUBLIC WORKS CONTRACTOR
REGISTRATION CERTIFICATION**

- 1 -

DESIGNATION OF SUBCONTRACTORS

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

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

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

DESIGNATION OF SUBCONTRACTORS

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

Name of Bidder GZY Set Up LLC

Signature



Name and Title Levi W. Gardner, Vice President

Dated January 18, 2024

DESIGNATION OF SUBCONTRACTORS

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.

Subcontractor	DVBE Reference
N/A	

DESIGNATION OF DVBE SUBCONTRACTORS

INFORMATION REQUIRED OF BIDDERS

A. INFORMATION ABOUT BIDDER

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

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

- 1.0 Name of Bidder: GZV Set Up LLC
- 2.0 Type, if Entity: LLC
- 3.0 Bidder Address: 1020 N. Palm Ave., Hemet, CA 92543
-
- (951) 491-4388
- Facsimile Number Telephone Number
- 4.0 How many years has Bidder's organization been in business as a Contractor?
1 Year
- 5.0 How many years has Bidder's organization been in business under its present name?
1 Year
- 5.1 Under what other or former names has Bidder's organization operated?:
N/A
- 6.0 If Bidder's organization is a corporation, answer the following:
- 6.1 Date of Incorporation:
- 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: 9/2023
- 7.2 Name and address of all partners (state whether general or limited partnership):
Gabriel Zavala, 1020 N Palm Ave., Hemet, CA 92543
Levi W Gardner, P.O. Box 465, Nuevo, CA 92537d

INFORMATION REQUIRED OF BIDDERS

- 8.0 If other than a corporation or partnership, describe organization and name principals:
LLC, Gabriel Zavala 50 %, Levi W Gardner 50%
- 9.0 List other states in which Bidder's organization is legally qualified to do business. N/A
- 10.0 What type of work does the Bidder normally perform with its own forces? Transport , dismantle, refurbish and deliver
- 11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why: N/A
- 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: N/A
- 13.0 List Trade References: Silver Creek
Willscott
Erickson Hall
- 14.0 List Bank References (Bank and Branch Address): Wells Fargo Bank, 100 E Florida Ave., Hemet, CA 92543
- 15.0 Name of Bonding Company and Name and Address of Agent: Nationwide Insurance, Ron Young, 31674 Railroad Canyon Road, Canyon Lake, CA 92587

INFORMATION REQUIRED OF BIDDERS

E. LIST OF CURRENT PROJECTS (BACKLOG)

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

[illegible]

INFORMATION REQUIRED OF BIDDERS
- 13 -

(C). LIST OF COMPLETED PROJECTS - LAST THREE YEARS

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

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

Project Client	Description of Bidder's Work	Period of Performance	Cost of Bidder's Work
Erickson-Hall	Refurbish, relocate 9 24x40 district owned classrooms	Aug 2023 - Present	\$696,246.00
Garden Grove USD	Refurbish, relocate modular buildings	Oct - Dec 2023	\$416,845.68

INFORMATION REQUIRED OF BIDDERS

D. EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

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

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

President, Gabriel Zavala 100%

Vice President, Levi Gardner 100%

Chief Administrative Officer, Jessica Torres, 75%

2. Summarize each person's specialized education:

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

Gabriel Zavala, 35 years

Levi Gardner, 35 years

Jessica Torres, 8 years

4. Summarize such experience:

Gabriel Zavala , refurbish, deliver, set modular classrooms

Levi Gardner, refurbish, deliver, set modular classrooms

Jessica Torres, customers, materials, insurance, & customer communication

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

Changes Occurring Since Prequalification

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

INFORMATION REQUIRED OF BIDDERS

Additional Bidder's Statements:

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

E. VERIFICATION AND EXECUTION

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

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

Name of Bidder GZV Set Up LLC

Signature



Name and Title Levi W. Gardner, Vice President

Dated January 18, 2024

ASBESTOS-FREE MATERIALS CERTIFICATION

Victoria ES intradistic removal,
renovation, & placement project

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

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

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

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

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

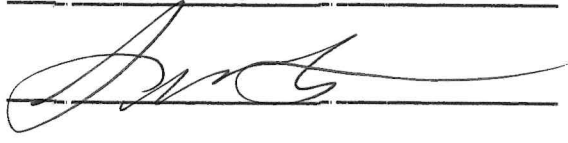
The ASBESTOS REMOVAL CONTRACTOR shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the Asbestos Consultant who shall have sole discretion and final determination in this matter.

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

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

Executed on this 18th day of January, 2024 at Hemet, CA.

Name of Bidder GZV Set Up LLC

Signature 

Name and Title Levi W. Gardner, Vice President

Dated January 18, 2024

ASBESTOS-FREE MATERIALS CERTIFICATION

Notary Acknowledgment

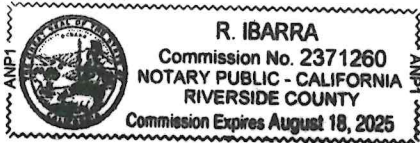
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF Riverside

On February 7, 2024, before me, R. Ibarra, Notary Public, personally appeared Levi W. Gardner, 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.



Signature of Notary Public

WITNESS my hand and official seal.

OPTIONAL.

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

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
☐ General

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

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

DESCRIPTION OF ATTACHED DOCUMENT

Asbestos - Free Materials Cert.

Title or Type of Document

Number of Pages

January 18, 2024

Date of Document

Signer(s) Other Than Named Above

ASBESTOS-FREE MATERIALS CERTIFICATION

RECYCLED CONTENT CERTIFICATION

The undersigned declares that he or she is the person who executed the bid for the Victoria ES intradistrict removal, renovation, & placement project (hereinafter referred to as the "Project"), and submitted it to the NEWPORT-MESA UNIFIED SCHOOL DISTRICT (hereinafter referred to as the "District") on behalf of hereinafter referred to as the "Contractor".

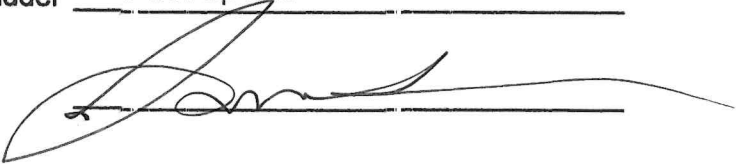
Pursuant to Public Contract Code Section 10308.5, all contractors are required to certify in writing under penalty of perjury the minimum (if not exact) percentage of recycled content in materials, goods, or supplies offered or products used in the performance of their contract, regardless of whether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

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

_____ % Post consumer Material 100 % Secondary Material.

Executed on this 18th day of January, 2024 at Hemet, CA

Name of Bidder GZV Set Up LLC

Signature 

Name and Title Levi W. Gardner, Vice President

Dated January 18, 2024

RECYCLED CONTENT CERTIFICATION

Notary Acknowledgment

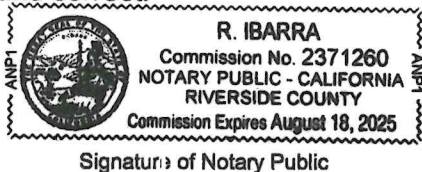
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COUNTY OF Riverside

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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.



Signature of Notary Public

WITNESS my hand and official seal.

OPTIONAL

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- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
☐ General

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

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

DESCRIPTION OF ATTACHED DOCUMENT

Recycled Content Cert.
Title or Type of Document

Number of Pages

January 18, 2024
Date of Document

Signer(s) Other Than Named Above

RECYCLED CONTENT CERTIFICATION

- 20 -

CONTRACTOR & SUBCONTRACTOR FINGERPRINTING REQUIREMENTS

CONTRACTOR CERTIFICATION

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

Contractor's Representative

Date

CONTRACTOR EXEMPTION

Pursuant to Education Code sections 45125.1 and 45125.2, the NEWPORT-MESA UNIFIED SCHOOL DISTRICT ("District") has determined that GZV Set Up LLC ("Contractor") is exempt from the criminal background check certification requirements for the Contract dated January 18, 2024 by and between the District and Contractor ("Contract") because:

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

School District Official

Date

CONTRACTOR & SUBCONTRACTOR FINGERPRINTING REQUIREMENTS

CONTRACTOR & SUBCONTRACTOR FINGERPRINTING REQUIREMENTS

SUBCONTRACTOR'S CERTIFICATION

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

Subcontractor's Representative

Date

SUBCONTRACTOR'S EXEMPTION

The **NEWPORT-MESA UNIFIED SCHOOL DISTRICT** ("District") entered into a Contract for services with GZV Set Up LLC ("Contractor") on or about January 13, 2024 ("Contract"). Pursuant to Education Code sections 45125.1 and 45125.2, the District has determined that N/A, a subcontractor to the Contractor for purposes of that Contract ("Subcontractor"), is exempt from the criminal background check certification requirements for the Contract because:

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

Emergency or exceptional circumstances exist; or

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

School District Official

Date

CONTRACTOR & SUBCONTRACTOR FINGERPRINTING REQUIREMENTS

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

DRUG FREE WORKPLACE CERTIFICATION

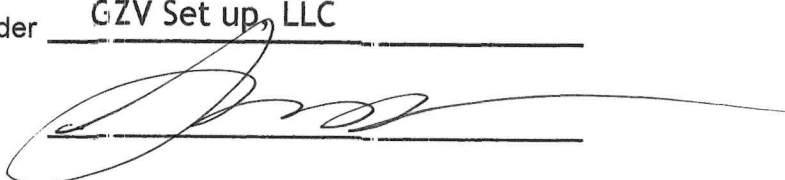
- A. Publishing a statement notifying employees concerning the prohibition of controlled substance at my workplace;
- B. Establishing a drug-free awareness program; and
- C. Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a)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

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

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

Executed on this 18th day of January,
2024 at Hemet, CA.

Name of Bidder GZV Set up, LLC

Signature 

Name and Title Levi W. Gardner, Vice President

Dated January 18, 2024

DRUG FREE WORKPLACE CERTIFICATION

- 24 -

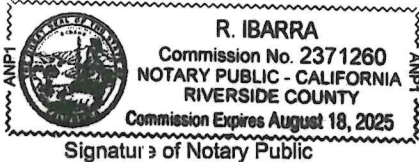
Notary Acknowledgment

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STATE OF CALIFORNIA
COUNTY OF Riverside

On February 7, 2024, before me, R. Ibarra, Notary Public, personally appeared Levi W. Gardner, 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.

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

Title(s)

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

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

DESCRIPTION OF ATTACHED DOCUMENT

Drug-Free Workplace Cert.
Title or Type of Document

Number of Pages

January 18, 2024
Date of Document

Signer(s) Other Than Named Above

DRUG FREE WORKPLACE CERTIFICATION

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

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

GZV Set Up, LLC
Contractor Name


Signature

January 18, 2024
Date

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

NON-COLLUSION DECLARATION

The undersigned declares:

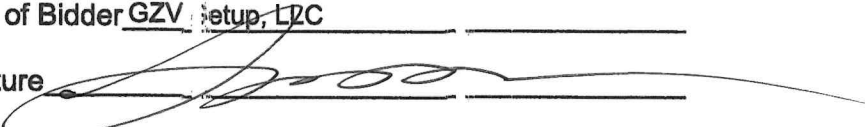
I am the Vice President of GZV Set Up, LLC, the party making the foregoing Bid.

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 January 18, 2024 [date], at Hemet [city], California [state].

Name of Bidder GZV Set Up, LLC

Signature 

Name Levi W Gardner

Title Vice President

NON-COLLUSION DECLARATION

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