

WARNING: ALL INDIVIDUALS INTERESTED IN BIDDING ON THIS PROJECT MUST OBTAIN THE FINAL PLANS AND SPECIFICATIONS FROM THE DEPARTMENT MANAGING THE PROJECT OR AS OTHERWISE STATED IN THE ADVERTISEMENT FOR BIDS FOR THE PROJECT. DO NOT USE THE PLANS AND SPECIFICATIONS POSTED ON THE CLERK OF THE BOARD'S WEBSITE FOR BIDDING ON THIS PROJECT.



BID DOCUMENTS

for

PROJECT NO. MJOC17

“MECHANICAL” CONTRACTOR
JOB ORDER CONTRACT SERVICES

SAN BERNARDINO, CALIFORNIA

SAN BERNARDINO COUNTY
PROJECT AND FACILITIES MANAGEMENT DEPARTMENT
385 NORTH ARROWHEAD AVENUE
THIRD FLOOR
SAN BERNARDINO, CA 92415-0184
<https://pfm.sbcounty.gov/>

April 2024

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ADVERTISEMENT FOR BIDS

Job Order Contract Services
San Bernardino County, California

GENERAL BUILDING CONTRACTOR JOC: PROJECT NO. GBJOC19
GENERAL ENGINEERING CONTRACTOR JOC: PROJECT NO. GEJOC16
MECHANICAL CONTRACTOR JOC: PROJECT NO. MJOC17
DEMOLITION / ABATEMENT CONTRACTOR JOC: PROJECT NO. DAJOC2
HEALTHCARE GENERAL BUILDING CONTRACTOR JOC: PROJECT NO. HCGBJOC2
HEALTHCARE GENERAL ENGINEERING CONTRACTOR JOC: PROJECT NO. HCGEJOC2
HEALTHCARE MECHANICAL CONTRACTOR JOC: PROJECT NO. HCMJOC2

Notice is hereby given that the Project and Facilities Management Department – Project Management on behalf of the Board of Supervisors of San Bernardino County, California, will receive sealed bids on or before 10:00 a.m. on June 12, 2024; in the office of the Project and Facilities Management Department – Project Management, 385 North Arrowhead Avenue, Third Floor, San Bernardino, California, 92415-0184, at which time they will be publicly opened and declared for Job Order Contract Services:

GENERAL BUILDING CONTRACTOR JOC – GBJOC19
GENERAL ENGINEERING CONTRACTOR – GEJOC16
MECHANICAL CONTRACTOR – MJOC17
DEMOLITION / ABATEMENT CONTRACTOR – DAJOC
HEALTHCARE GENERAL BUILDING CONTRACTOR – HCGBJOC2
HEALTHCARE GENERAL ENGINEERING CONTRACTOR – HCGEJOC2
HEALTHCARE MECHANICAL CONTRACTOR – HCMJOC2

1. Bids in response to this solicitation can be submitted through San Bernardino County (County) Electronic Procurement Network (ePro) <https://epro.sbcounty.gov/epro/> or in person at the Project and Facilities Management Department – Project Management. **All bidders must register with the ePro system prior to the date and time to receive sealed bids or they will be disqualified.** The Bid Documents are available at no cost to the bidder in ePro. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
2. **FOR “GENERAL BUILDING (GBJOC19), GENERAL ENGINEERING (GEJOC16), MECHANICAL (MJOC17) and DEMOLITION / ABATEMENT (DAJOC2):** In order to be responsive, bidders are required to list no less than two (2) Job Order Contracts or Indefinite Quantity Construction Contracts entered into with a public agency, including but not limited to the State of California and counties, cities, and universities located in the State of California, within the last seven (7) years. The bidder shall submit documentation regarding Job Order Contracting or Indefinite Quantity Construction history, including entity names, contact information, contract value, contract license requirements, and dates the Job Order Contracts or Indefinite Quantity Construction Contracts were held. For previously held Job Order Contracts or Indefinite Quantity Construction Contracts to qualify, the license requirements on

the previously held contracts must be comparable to the County's current license requirements for each contract category in this bid. In order to be responsive, the experience listed must be that of a general/prime contractor.

FOR "HEALTHCARE GENERAL BUILDING (HCGBJOC2), HEALTHCARE GENERAL ENGINEERING (HCGEJOC2), HEALTHCARE MECHANICAL (HCMJOC2): In order to be responsive, bidders are required to list no less than two (2) Job Order Contracts or Indefinite Quantity Construction Contracts entered into with a public agency, including but not limited to the State of California and counties, cities, and universities located in the State of California, within the last four (4) years. For each of the two (2) past public agencies the type of construction must have been Health Care Access and Information (HCAI) program work, where all regulations surrounding the projects were met. For each of the two (2) past public agencies, Contractor shall provide information for three (3) HCAI projects completed in the last four (4) years. The bidder shall submit documentation regarding Job Order Contracting or Indefinite Quantity Construction history, including entity names, contact information, contract value, contract license requirements, and dates the Job Order Contracts or Indefinite Quantity Construction Contracts were held. For previously held Job Order Contracts or Indefinite Quantity Construction Contracts to qualify, the license requirements on the previously held contracts must be comparable to the County's current license requirements for each contract category in this bid. In order to be responsive, the experience listed must be that of a general/prime contractor.

3. A mandatory pre-bid meeting for prospective bidders in the categories of General Building, General Engineering, Mechanical, Demolition/Abatement, Healthcare General Building, Healthcare General Engineering, and Healthcare Mechanical, will be conducted on Wednesday, May 15, 2024, at 10:00 a.m. via online meeting platform. The purpose of the pre-bid meeting is to discuss the Job Order Contracting concept, Job Order Contracting from a contractor's perspective and to answer questions. Bids submitted by firms who have not participated in the mandatory pre-bid meeting will be disqualified. Following the mandatory pre-bid meeting there will be an optional one-hour training workshop for contractors who are new to the County Job Order Contracting process. Pre-bid meeting attendees must pre-register by May 8, 2024, at 3:00 p.m. To pre-register attendee must send an email with the following information to ProjectControls@pfm.sbcounty.gov:

- Business Name
- Attendee Name
- Email Address
- Phone Number
- Contract Category(s) bidding on

Prospective bidders will be sent a link and attendance instructions via email.

4. A JOC is a competitively bid, firm fixed priced indefinite quantity contract. It includes an ongoing series of individual Projects, detailed repair and construction tasks and specifications, at different locations throughout the County. The bid documents include a Construction Task

Catalog® containing construction tasks with preset Unit Prices. Ordering is accomplished by the issuance of a Job Order against the Contract.

5. The Contractor, under the JOC contract, shall perform all work required, necessary, proper for or incidental to complete the Detailed Scope of Work and furnish all management, labor, materials, equipment, and required plan checks and permits from local jurisdictions needed to perform the Work specified in each individual Job Order issued pursuant to this Contract for the Unit Prices set forth in the Construction Task Catalog®. The Contractor will be required to provide a Superintendent from the Contractor's staff for each Job Order.
6. The County will award multiple contracts under this solicitation. The County reserves the right to award or reject any or all bids in any increment at any time during the bid validation period, and to waive technical errors, discrepancies or informalities of a bid not affected by law, if to do so seems to best serve the public interest. The contracts are for: approximately ten (10) General Building Contractor, Project No. GBJOC19 – potential Maximum Contract Value \$4,900,000 each; approximately five (5) General Engineering Contractor, Project No. GEJOC16 – potential Maximum Contract Value \$3,000,000 each; approximately three (3) Mechanical Contractor, Project No. MJOC17 – potential Maximum Contract Value \$3,000,000 each; approximately three (3) Demolition / Abatement Contractor, Project No. DAJOC2 – potential Maximum Contract Value \$4,900,000 each; approximately three (3) Healthcare General Building Contractor, Project No. HCGBJOC2 – potential Maximum Contract Value \$4,000,000 each; approximately two (2) Healthcare General Engineering Contractor, Project No. HCGEJOC2 – potential Maximum Contract Value \$4,000,000 each; and approximately three (3) Healthcare Mechanical Contractor, Project No. HCMJOC2 – potential Maximum Contract Value \$4,000,000 each. There is no Minimum Contract Value of each of the JOC contracts. The County reserves the right to issue a Board of Supervisors' approved contract or amendment increasing the potential Maximum Contract Value up to the maximum authorized under Public Contract Code section 20128.5. The term of the contract will be for one year or expenditure of the potential Maximum Contract Value, whichever occurs first.
7. The following State Contractor's Class Licenses are required to bid the following Job Order Contracts:

General Building Contractor - Class "B".

General Engineering Contractor - Class "A".

Mechanical Contractor – Class "C-4 and C-20"

Demolition / Abatement Contractor - Class "C-21 and C-22" / Certifications HAZ and ASB

Healthcare General Building Contractor - Class "B".

Healthcare General Engineering Contractor - Class "A".

Healthcare Mechanical Contractor – Class "C-4 and C-20"

For "General Building, General Engineering, Mechanical, and Demolition / Abatement",
Each bidder must submit eight (8) Price Adjustment Factors to be considered responsive.
These same Adjustment Factors must apply to all work tasks listed in the Contract Documents.

For “Healthcare General Building, Healthcare General Engineering, and Healthcare Mechanical”, Each bidder must submit four (4) Price Adjustment Factors to be considered responsive. These same Adjustment Factors must apply to all work tasks listed in the Contract Documents.

8. All persons performing the Work shall be paid not less than general prevailing wage as determined by the California Department of Industrial Relations. If any Job Order will be paid for by the County using Federal funds (Federally Assisted), then Contractor and all subcontractors must comply with Federal labor standards, including the Davis-Bacon Act (40 U.S.C. 3141 et seq.), applicable Department of Labor regulations (29 C.F.R. Part 5), the Copeland “Anti-Kickback” Act (18 U.S.C. 874) and Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.) as supplemented by Department of Labor regulations (29 C.F.R. Part 5). If the Job Order is Federally Assisted and there is a difference in the minimum wage rates predetermined by the Secretary of Labor and the applicable prevailing wage rates per California Labor for similar classifications of labor, the Contractor or its Subcontractor shall pay not less than the higher of the wage rates for each classification. The Contractor is responsible for ensuring subcontractor compliance with all Federal labor standards.
9. Copies of the prevailing wage rates are on file at the Project and Facilities Management Department – Project Management and shall be made available to any interested party on request. Copies are also included in the Bid Documents.
10. No bid may be withdrawn after the scheduled bid opening, or within sixty (60) days thereafter.
11. For information regarding this project, contact the Project and Facilities Management Department – Project Management JOC Coordinator at (909) 387-4706 or ProjectControls@pjm.sbcounty.gov : DO NOT CONTACT THE CONSULTANT. All technical questions to be submitted to in writing not later than May 24, 2024, at 3:00 PM. No questions will be answered within five (5) calendar days of the bid opening.

By order of the Board of Supervisors of San Bernardino County, dated at San Bernardino California, April 23, 2024.

Don Day, Director
Project and Facilities Management Department – Project Management

Published in the San Bernardino County SUN, April 26, 2024.

INSTRUCTIONS TO BIDDERS

Proposals: To receive consideration, bidders shall complete the Bid Proposal form and the bid shall be made in accordance with the following instructions:

- A. Bids shall contain no recapitulation of the work to be done. Alternative Bid Proposals will not be considered unless specifically requested by the County. Oral, telegraphic or telephonic proposals or modifications will not be considered.
- B. Bidders shall examine all the bid documents, perform their own estimates for the proposed work, taking into account local conditions, uncertainty of weather, and all laws, ordinances, rules and regulations of any Federal, State, County, municipal or other governmental agency that has jurisdiction over the work.
- C. The General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1 must be complied with, as Stated in Articles 30, 31, 32, 33, 34 and 35 of the General Conditions. Updated wage rate determinations will be made available when they are issued, and the successful bidder will provide copies to all Subcontractors. Wage rates paid on this project must be revised in accordance with the updated determinations. Copies of the prevailing wage rates are on file at the Project and Facilities Management Department – Project Management and shall be made available to any interested party on request. Copies are also included in these Bid Documents.
- D. Contractors are prohibited from performing work on a public works project with a Subcontractor who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code. Any contract entered into between a Contractor and a debarred Subcontractor is void as a matter of law. A debarred Subcontractor may not receive any public money for performing work as a Subcontractor on a public works contract, and any public money that may have been paid to a debarred Subcontractor by a Contractor on the project shall be returned to the County. The Contractor shall be responsible for the payment of wages to workers of a debarred Subcontractor who has been allowed to work on the project.
- E. Bids shall be delivered to, or mailed postage prepaid to arrive at, the Project and Facilities Management Department – Project Management, 385 North Arrowhead Avenue, 3rd Floor, San Bernardino, California, 92415-0184, on or before the time set for the opening of bids in the published Advertisement For Bids. All bids shall be enclosed in a sealed envelope bearing the title of the work, the name of the bidder, and clearly marked "Bid Proposal". Bids can also be submitted through San Bernardino County Electronic Procurement Network (ePro) <https://epro.sbcounty.gov/epro/>. **All bidders must register with the ePro system prior to the date and time to receive sealed bids or they will be disqualified.** System-related questions about ePro shall be directed to Vendor support at ePro.Vendors@buyspeed.com or at 1-855-800-5046. For procurement questions involving ePro, please contact the Purchasing Department at

(909) 387-2060. **NOTE: If sending the bid or bid bond to the Project and Facilities Management Department – Project Management in a mail envelope (i.e. Federal Express, etc.) please enclose the bid or bid bond inside the mail envelope in a separately sealed envelope bearing the title of the work, the name of the bidder, and marked “Bid Proposal or Bid Bond”. All mail, including Priority and Express Mail, sent via the U.S. Postal Service is received by the County's mail room then distributed to the Project and Facilities Management Department – Project Management. This can cause a delay in the receipt of bids or bid bonds. The County is not responsible for any delays caused by mail service to a different County location. It is Bidder's responsibility to ensure bids and bid bonds are received at the Project and Facilities Management Department – Project Management, 385 North Arrowhead Avenue, Third Floor, San Bernardino, CA, on or before the time set for opening of bids.**

- F. Opening of Bids: Due to the Covid-19 pandemic and to ensure compliance with social distancing requirements, bids will be conducted virtually via Microsoft Teams. Bids (both paper and ePro) shall be opened and read aloud at the place and time set in the Advertisement For Bids. The Call In Number, Access Code, and link information for this bid opening are below:

- Call In Number: +1 (661) 568-6806
- Phone Conference ID: 195 196 265#
- Meeting ID: 257 227 770 532
- Pass Code: k37Wnj
- Link: https://teams.microsoft.com/l/meetup-join/19%3ameeting_MjU1ZDU2YjUtNGViOS00MDY5LWE3MjctNjRmNDM2ZGM1YzEw%40thread.v2/0?context=%7b%22Tid%22%3a%2231399e53-6a93-49aa-8cae-c929f9d4a91d%22%2c%22Oid%22%3a%22f75dd2c3-0e53-41d3-8f57-2f05b2ac8046%22%7d

- G. Bidder is advised that it will be required to comply with Senate Bill 854 (Chapter 28, Statutes of 2014) and Senate Bill 96 (Chapter 28, Statutes of 2017). The requirements include, but are not limited to, the following:

- i. No contractor or subcontractor may be listed on a bid proposal (submitted on or after March 1, 2015) for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirement for bid purposes only as allowed under Labor Code section 1771.1(a).
- ii. No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.
- iii. This project is subject to compliance monitoring and enforcement by the DIR.
- iv. As required by the DIR, Contractor is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.

- v. Contractors and all subcontractors must submit certified payroll records online to the Labor Commissioner for all new public works projects (Job Orders) issued on or after April 1, 2015, and for all public works projects (Job Orders), new or ongoing, on or after January 1, 2016.
 - 1. The certified payroll must be submitted at least monthly to the Labor Commissioner.
 - 2. The County reserves the right to require Contractor and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner
 - 3. The certified payroll records must be in a format prescribed by the Labor Commissioner.
 - vi. As required by Labor Code 1771.1(a) "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."
- H. Bids will be opened at the time set for the opening of bids in the published Advertisement For Bids or as revised in an Addendum. All bids submitted to the Project and Facilities Management Department – Project Management in sealed envelopes will be opened and read. All bids submitted in the ePro system will be opened from the system's "encrypted lock box" and read. The bid summary sheet referencing both paper bids and ePro bids will be available through ePro and/or the Project and Facilities Management Department – Project Management for all bidders to view.
- I. Bidder is advised that if any Job Order is funded with Community Development Block Grant Funds, the requirements of the Davis-Bacon Act will apply to the Job Order and its requirements will be enforced. The Contractor and all subcontractors will be required to pay their laborers and mechanics employed under the Job Order, a wage not less than minimum wage classification, as specified in both the Federal and State Wage Decision when the Job Order amount exceeds \$2,000. The higher of the two applicable wage classifications, either State Prevailing Wage or Davis-Bacon Federal Prevailing Wage, will be enforced for all work under the Job Order. The Contractor is responsible for ensuring Subcontractor compliance with Davis-Bacon and Related Act Requirements. The Federal Labor Standards Provisions (HUD 4010) apply to the Job Order. In addition, a weekly certified payroll is required during the term of construction under the Job Order. Payment of invoices may be delayed when certified payrolls are not submitted weekly. The County shall make progress payments on any properly

completed payment request submitted by the Contractor. The Federal prevailing wage in force as of this date is Mod No. 4 and is available upon request. The payment request shall not be deemed properly completed unless certified payroll form WH 347 has been properly completed and submitted on a weekly basis for each week worked during the time period covered by said payment request.

- J. Bidder is advised that if any Job Order is funded with American Rescue Plan Act (ARPA) Funds, the requirements of the Davis-Bacon Act will apply to the Job Order and its requirements will be enforced. The Contractor and all subcontractors will be required to pay their laborers and mechanics employed under the Job Order, a wage not less than minimum wage classification, as specified in both the Federal and State Wage Decision when the Job Order amount exceeds \$2,000. The higher of the two applicable wage classifications, either State Prevailing Wage or Davis-Bacon Federal Prevailing Wage, will be enforced for all work under the Job Order. The Contractor is responsible for ensuring Subcontractor compliance with Davis-Bacon and Related Act Requirements. In addition, a weekly certified payroll is required during the term of construction under the Job Order. Payment of invoices may be delayed when certified payrolls are not submitted weekly. The County shall make progress payments on any properly completed payment request submitted by the Contractor. The Federal prevailing wage in force as of this date is Mod No. 6 and is available upon request. The payment request shall not be deemed properly completed unless certified payroll form WH 347 has been properly completed and submitted on a weekly basis for each week worked during the time period covered by said payment request. See ARPA Exhibit for additional requirements.
- K. All persons performing the Work shall be paid not less than general prevailing wage as determined by the California Department of Industrial Relations. If any Job Order will be paid for by the County using Federal funds (Federally Assisted), then Contractor and all subcontractors must comply with Federal labor standards, including the Davis-Bacon Act (40 U.S.C. 3141 et seq.), applicable Department of Labor regulations (29 C.F.R. Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. 874) and Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.) as supplemented by Department of Labor regulations (29 C.F.R. Part 5). If the Job Order is Federally Assisted and there is a difference in the minimum wage rates predetermined by the Secretary of Labor and the applicable prevailing wage rates per California Labor for similar classifications of labor, the Contractor or its Subcontractor shall pay not less than the higher of the wage rates for each classification. The Contractor is responsible for ensuring subcontract compliance with all Federal labor standards.

The rate of compensation for a classification not listed in the schedule, but which may be required to execute the proposed contract, shall be commensurate and in accordance with the rates specified for similar or comparable classifications or for those performing similar or comparable duties.

L. Any Bidder submitting a Bid to the County for this Project may file a protest of the County's proposed award of a construction contract for this Project, provided that each and all of the following are complied with:

- i) The bid protest is in writing.
- ii) The bid protest is submitted to and received by the Project and Facilities Management Department – Project Management, 385 N. Arrowhead Ave., 3rd Floor, San Bernardino, CA, 92415-0184 before 4:00 p.m. of the fifth business day following the bid opening. Failure to timely submit a written protest shall constitute grounds for the County's denial of the bid protest without consideration of the grounds stated in the bid protest and a waiver of the right to protest. Untimely protests will not be accepted or considered.
- iii) The written bid protest shall set forth, in detail, all grounds for the bid protest (including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest), the form of relief required and the legal basis for such relief. Any grounds not set forth in the bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence. The bid protests shall include the name of the project manager and the name and project number of the bid Project. Any bid protest not conforming to the foregoing shall be rejected as invalid.

If a valid protest is timely filed and complies with the above requirements, the Department shall review and evaluate the bid protest. All bidders, including the protesting bidder, shall have three business days to respond to the Department and to provide any information requested by the Department. The Department shall respond to the protesting bidder and state the Department's findings.

M. For information regarding this project, contact the Project and Facilities Management Department – Project Management JOC Coordinator at (909) 387-4706 or ProjectControls@pfm.sbcounty.gov. DO NOT CONTACT THE CONSULTANT. All technical questions to be submitted to in writing not later than May 24, 2024, at 3:00 PM. No questions will be answered within five (5) calendar days of the bid opening.

N. Contract Value and Performance Period:

- i. The potential Maximum Contract Value is as follows: approximately three (3) Mechanical Contractor MJOC17 – maximum potential value \$3,000,000 each. There is no Minimum Contract Value of each JOC contract. The term of the contract will be for one year or expenditure of the maximum potential value of the contract, which includes any options, and whichever occurs first. The County may exercise an option to increase the maximum potential value of the contract at any time during the one-year term of the contract.

- ii. There is no **Minimum Contract Value** of work to be ordered that the Contractor has the opportunity to perform under the contract; and is there **No Minimum Value** for individual Job Orders issued under this contract.
- iii. This is a contract for the repair, alteration, modernization, rehabilitation, construction etc. or items specified in individual Job Orders, effective for the period of 12 months from the date of award. The work of this Contract will be set forth in the Detailed Scopes of Work referenced in the individual Job Orders. The Contractor is required to complete each Detailed Scope of Work for the Job Order Price within the Job Order Completion Time. This Contract is for construction work and related services to be performed within a designated area of the County. However, if the need arises, the County reserves the right to require the Contractor to work at any location or facility under the jurisdiction of the County. Job Orders issued prior to, but not completed by the expiration of the contract period, will be completed with all provisions of this Contract still in force.
- iv. Performance time for each Job Order issued under this Contract will be determined in accordance with the General Conditions.
- v. The County expects full contract performance from contract start date. Contractor should commence any mobilization activities as soon as practical after contract approval by the San Bernardino County Board of Supervisors, before work on individual Job Orders begins.

O. Copies of Bidding Documents:

- i. The Bid Documents are available at no cost to the bidder in ePro. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

P. Required State Contractor's License Qualifications:

- i. The entity submitting the Bid must be licensed, bonded and insured. Contractors must have a valid license, as issued by the Contractors' State License Board, for the type of work proposed under the Contract at the time of the opening of the bid. Proper license is required prior to submitting a bid to be considered a responsive bidder.
- ii. This project requires the Contractor to possess the following license at the time of Bid opening:

Mechanical Contractor MJOC17 - Class "C-4 and C-20".
- iii. A business license must be obtained for each City within the County where work is to be accomplished, as per the issuance of a specific Job Order. Business Licenses

are not required at time of bid but are required prior to the issuance of the Notice to Proceed for a specific Job Order.

- iv. To complete the approved Scope of Work for a specific Job Order, the awarded Contractor must possess the State Specialty license for that trade or provide a State Specialty licensed subcontractor for that trade. Subcontractors are not listed at time of Bid.

Q. Required Experience Qualifications

- i. In order to be responsive, bidders are required to list no less than two (2) Job Order Contracts or Indefinite Quantity Construction Contracts entered into with a public agency, including but not limited to the State of California and counties, cities, and universities located in the State of California, within the last seven (7) years. The bidder shall submit documentation regarding Job Order Contracting history, including entity names, contact information, contract value, contract license requirements, and dates the Job Order Contracts or Indefinite Quantity Construction Contracts were held. For previously held Job Order Contracts or Indefinite Quantity Construction Contracts to qualify, the license requirements on the previously held contracts must be comparable to the County's current license requirements for each contract category in this bid. In order to be responsive, the experience listed must be that of a general/prime contractor.
- ii. In order to be considered responsive, the bidder shall fill out and include with their Bid Proposal, at the time of bid, the **Job Order Contract Experience Form**.

R. Bid Proposal:

- i. The Bid Proposal is attached.
- ii. The Bid factor of each item on the Proposal must be stated in words and numerals; in case of a conflict, words will take precedence. In the case of a discrepancy between the written bid or numerical bid set forth on the Bid Proposal, and the numerical bid set forth in the ePro system, the information on the Bid Proposal shall prevail.
- iii. Bids by corporations must be executed by an authorized officer of the corporation.
- iv. Bids by partnership must be executed in the partnership name and signed by a partner, whose title must appear under the signature.
- v. All names must be typed or printed below the signature.
- vi. As required or directed by the County, per specific Job Orders, all employees of the Contractor and of all Subcontractors and vendors who will be on-site must complete

the County Security Policy and receive a clearance prior to working in or on any County Facility. The cost is the responsibility of the Contractor. Any time impacts for a specific project must be shown on that specific project schedule. Details are provided in the General Conditions.

S. Bid Pricing:

- i. Each bidder must submit eight (8) Adjustment Factors to be applied to the Unit Prices. These eight (8) Adjustment Factors shall apply to every Pre-priced Task in the Construction Task Catalog® in order to be considered responsive. This Contract will be awarded to the lowest, responsive and responsible bidder. The County will be divided into two (2) separate Zones. The Adjustment Factors are as follows:
 1. Zone 1: Adjustment Factor (1) is to be applied to that work anticipated to be performed during Normal Working Hours (7:00 a.m. to 5:00 p.m.) Monday through Friday.
 2. Zone 1: Adjustment Factor (2) is to be applied to that work anticipated to be performed during Other Than Normal Working Hours (Overtime) (5:01 p.m. to 6:59 a.m.) Monday through Friday and anytime on Saturday, Sunday or County holidays. Zone 1, Adjustment Factor 2 must be greater than the Zone 1, Adjustment Factor 1.
 3. Zone 1: Adjustment Factor (3), when required and identified by the County, the Contractor will be required to respond within 24 Hours, upon notification. If the “within 24 Hour response” is required, a Job Order will be entered and a Notice to Proceed will be issued. Pricing will then be submitted as per the ordering procedures, upon completion of the work. There is a minimum call out amount of \$500 for these Job Orders, which is only for work performed. If the final agreed to amount for the Job Order is less than \$500, the Contractor will be paid the Minimum call out amount. If the agreed to price is greater than \$500, the Contractor will be paid the agreed to amount. This is for work within both Normal Working Hours and Other Than Normal Working Hours. Zone 1, Adjustment Factor 3 must be greater than the Zone 1, Adjustment Factor 2.
 4. Zone 1: Adjustment Factor (4) is to be applied for all work anticipated in Restricted and/or California Office of Statewide Health Planning and Development (OSHPD) Facilities, such as Sheriff’s Stations, Jails and Hospitals. The identification of the facility will be determined by the County Project Manager. This is for Normal Working Hours and Other Than Normal Working Hours. Zone 1, Adjustment Factor 4 must be greater than the Zone 1, Adjustment Factor 3.

5. Zone 2: Adjustment Factor (5) is to be applied to that work anticipated to be performed during Normal Working Hours (7:00 a.m. to 5:00 p.m.) Monday through Friday. Zone 2, Adjustment Factor 5 must be greater than the Zone 1, Adjustment Factor 4. Zone 2, Adjustment Factor 5 must be 30% higher than Zone 1, Adjustment Factor 1.
 6. Zone 2: Adjustment Factor (6) is to be applied to that work anticipated to be performed during Other Than Normal Working Hours (Overtime) (5:01 p.m. to 6:59 a.m.) Monday through Friday and anytime on Saturday, Sunday or County holidays. Zone 2, Adjustment Factor 6 must be greater than the Zone 2, Adjustment Factor 5.
 7. Zone 2: Adjustment Factor (7), when required and identified by the County, the Contractor will be required to respond within 24 Hours, upon notification. If the "within 24 Hour response" is required, a Job Order will be entered and a Notice to Proceed will be issued. Pricing will then be submitted as per the ordering procedures, upon completion of the work. There is a minimum call out amount of \$500 for these Job Orders, which is only for work performed. If the final agreed to amount for the Job Order is less than \$500, the Contractor will be paid the Minimum call out amount. If the agreed to price is greater than \$500, the Contractor will be paid the agreed to amount. This is for work within both Normal Working Hours and Other Than Normal Working Hours. Zone 2, Adjustment Factor 7 must be greater than the Zone 2, Adjustment Factor 6.
 8. Zone 2: Adjustment Factor (8) is to be applied for all work anticipated in Restricted and/or California Office of Statewide Health Planning and Development (OSHPD) Facilities, such as Sheriff's Stations, Jails and Hospitals. The identification of the facility will be determined by the County Project Manager. This is for Normal Working Hours and Other Than Normal Working Hours. Zone 2, Adjustment Factor 8 must be greater than the Zone 2, Adjustment Factor 7.
- ii. The bid shall be "net", (i.e., 1.0) or an adjustment "decrease from" (i.e., .95) or "increase to" (i.e., 1.2) the Unit Prices listed in the Construction Task Catalog®. Bidders who submit separate Adjustment Factors for individual line items in the Construction Task Catalog will be considered non-responsive and the bid will be rejected.
 - iii. The bidder's Adjustment Factors must contain allowances for overhead, profit, bond premiums, insurance, mobilization, Proposal development, shop drawings and submittals, and all contingencies in connection therewith, as no additional allowance will be made later.

- iv. Any change in the applicable minimum hourly rates of wages or taxes during the contract period shall not affect the Unit Price to be paid by the County for work performed under the contract.
- v. As projects are identified the Contractor will jointly scope the work with the County. The County will issue a Request for Proposal to the Contractor. The Contractor will then prepare a Job Order Proposal for the Project including a Job Order Price Proposal, drawings and sketches, a list of subcontractors and suppliers, construction schedule, and other requested documentation. The Job Order Price shall equal the value of the approved Job Order Price Proposal. The value of the Job Order Price Proposal shall be calculated by summing the total of the calculation for each Pre-priced Task (Unit Price x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks.
- vi. If the Job Order Proposal is found to be complete and reasonable, a Job Order may be issued.
- vii. A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time, and the Job Order Price. The Job Order Price shall be a lump sum, fixed price for the completion of the Detailed Scope of Work. A separate Job Order will be issued for each Project. Extra work, credits, and deletions will be contained in a Supplemental Job Order.

T. Bid Security:

- i. A Bid Security, aka Bid Bond, shall be made payable to San Bernardino County, in an amount of Twenty-Five Thousand Dollars (\$25,000) and in the form prescribed by the Public Contracting Code section 20129. If the bid is submitted to the Project and Facilities Management Department – Project Management, the bid security shall be enclosed in the sealed and marked envelope along with the Bid Proposal. If the bid is submitted through San Bernardino County Electronic Procurement Network (ePro) then scan the bid security (bid bond) and submit the scanned copy with your bid submittal in ePro, additionally, mail or submit the original bid security, in a separate sealed envelope labeled “Bid Bond” with the title of the work and the name of the bidder clearly marked on the outside, to: Project and Facilities Management Department – Project Management, 385 North Arrowhead Avenue, 3rd Floor, San Bernardino, California, 92415-0184. **Any mailed or submitted bid security must be received on or before the time set for the opening of the bids.**
- ii. The Bid Security of the successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required insurance and the contract security, whereupon it will be returned. If the successful Bidder fails to execute and deliver the Agreement and furnish the required insurance and contract security within five (5) Days of the Notice of Award, County may annul the Notice of Award and the

Bid Security of that Bidder will be forfeited. Upon award to the lowest responsive, responsible Bidder, the security of an unsuccessful Bidder shall be returned in a reasonable period of time, but in no event shall that security be held by the County beyond sixty (60) Calendar Days from the time the award is made.

U. Submission of Bids:

- i. See Section E for submission directions.
- ii. No mention shall be made of sales tax or use tax, as all bid prices submitted will be considered as including such tax.
- iii. Bids that are illegible or that contain omissions, alterations, additions, qualifications or items not called for in the Bid Documents will be rejected as non-responsive. Any bid which modifies, limits, or restricts all or any part of such bid, other than as expressly provided for in the Bid Documents, will be rejected as non-responsive.
- iv. The County will reject any bid not prepared and submitted in accordance with the provisions of the Bid Documents.
- v. Omission of or failure to complete any portion of the required forms at the specified time will be cause to reject the entire Bid.
- vi. Bids will be considered on the following criteria:

The three (3) lowest responsive and responsible bidder using the composite bid factor shall be awarded the contract, if it is awarded. The three (3) lowest composite bid factor will be considered the lowest bid. The composite bid factor will be determined by utilizing the following award formula: Factor 1 will be multiplied by .75, Factor 2 will be multiplied by .05, Factor 3 will be multiplied by .025, Factor 4 will be multiplied by .025, Factor 5 will be multiplied by .05, Factor 6 will be multiplied by .05, Factor 7 will be multiplied by .025 and Factor 8 will be multiplied by .025. These numbers will be summed for a composite bid, and the three (3) lowest composite bids will be considered the low bids. The number of contracts listed above is only an estimate for the number of contracts to be awarded. The actual number of contracts to be awarded will be determined after the bid opening, based on the needs of the County.

- vi. The following submittal forms, together, comprise a Bid Proposal and must be submitted at the date and time identified in the advertisement. These forms are included as part of this section.

Submittal Forms include all of the Following:

Bid Proposal

Bid Bond (\$25,000)

Non-Collusion Declaration

V. Modification and Withdrawal of Bids:

- i. Bid Proposals may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid Proposal must be executed and delivered to the place where Bid Proposals are to be submitted or by a Bidder's representative with proper identification and verification, at any time prior to the closing time for receipt of Bid Proposals. If a bid is submitted through ePro, then the bid may also be withdrawn or modified in ePro prior to the scheduled time for receipt of bids.
- ii. Relief of Bidders shall be as provided in Sections 5100-5110, inclusive, of the Public Contract Code of the State of California.

W. Opening of Bids:

- i. Bids (both paper and ePro) shall be opened and read aloud publicly at the place and time set in the Advertisement For Bids. The bids shall be made available after the opening of bids.

X. Bonds:

- i. The General Conditions set forth requirements as to Performance Bonds and other Bonds. When the Successful Bidder delivers the executed Agreement to the County, it shall be accompanied by the required Contract Security. The bond amounts as stated in the General Conditions shall be:

Performance Bond: Potential Maximum Contract Value

Payment Bond: Potential Maximum Contract Value

Bid Bonds: \$25,000

- ii. Attorneys-in-fact who sign said bonds on behalf of a Surety must affix to each bond a certified and effectively dated copy of their power of appointment.

Y. Modification and Amendments:

- i. The County may modify or amend the Instructions to Bidders, the General Conditions, or any of the Contract Documents upon written notice to bidders at any time prior to the bid opening.

Z. Conflict of Interest:

- i. Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or Subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, consultants, or

members of government bodies from using their positions for purposes that are or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties.

- ii. In the event that County determines that a conflict of interest situation exists, any increase in costs associated with the conflict of interest situation may be disallowed by County and such conflict may constitute grounds for termination of the Contract.
- iii. This provision shall not be construed to prohibit employment of persons with whom Contractors' officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicants and such persons have successfully competed for employment with other applicants on a merit basis.

AA. Codes, Ordinances and Regulations:

- i. Construction activities and materials shall conform to the requirements of the following codes, ordinances and regulations: California Office of Statewide Health Planning and Development (OSHPD); California Building Code (as adopted and/or amended by San Bernardino County); Rules and Regulations of the California State Industrial Accident Commission, Safety Orders of the Division of Industrial Safety; California Mechanical Code; California Plumbing Code; California Electrical Code; California Fire Code; California Energy Code; Standard Specifications for Public Works Construction, Green Book – Latest Edition and the Standard Plans for Public Works Construction, APAW – Latest Edition.
- ii. All other State and National Codes, Ordinances, Rules, and Regulations not specifically mentioned above, but which apply to the proposed construction. In any case of conflict between any of the documents mentioned above, and the specifications and drawings, the requirement that is the more restrictive shall govern. Nothing in these plans and specifications is to be construed to permit work not in conformance with these codes.

BB. Determination of Bidder Responsibility:

- i. Bidders are hereby notified that the County may determine whether the Bidder is responsible based on a review of the Bidder's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Bidder against public entities. Labor law violations which are the fault of Subcontractor and of which the Bidder had no knowledge shall not be the basis of a determination that the Bidder is not responsible.

- ii. The County may declare a Bidder to be non-responsible for purposes of this contract if the Board of Supervisors, in its discretion, finds that the Bidder has done any of the following: (1) committed any act or omission which negatively reflects on the Bidder's quality, fitness or capacity to perform this contract with the County or a contract with any other public entity, or engaged in a pattern or practice which negatively reflects on same, (2) committed an act or omission which indicates a lack of business integrity or business honesty, or (3) made or submitted a false claim against the County or any other public entity.
- iii. If there is evidence that the apparent low Bidder may not be responsible, the Department shall notify the Bidder in writing of the evidence relating to the Bidder's responsibility, and its intention to recommend to the Board of Supervisors that the Bidder be found not responsible. The Department shall provide the Bidder and/or the Bidder's representative with an opportunity to present evidence as to why the Bidder should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation. If the Bidder fails to avail itself of the opportunity to rebut the Department's evidence, the Bidder may be deemed to have waived all rights of appeal.
- iv. If the Bidder presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Bidder shall reside with the Board of Supervisors.
- v. These terms shall also apply to all Subcontractors that are to be utilized during this Contract and as proposed for individual Job Orders.

BID PROPOSAL

PROJECT: JOB ORDER CONTRACT SERVICES

OWNER: San Bernardino County

BID OPENING: June 12, 2024, at 10:00 A.M.

BIDDER: _____

TRADE: MECHANICAL CONTRACTOR MJOC17

San Bernardino County
Project and Facilities Management Department
Project Management
385 North Arrowhead Avenue
Third Floor
San Bernardino, CA 92415-0184
<https://pfm.sbcounty.gov/>

In compliance with your invitation for bids, the undersigned has carefully examined the project Bid Documents, for Job Order Contract in San Bernardino County, California, and fully understands the scope and meaning of the Bid Documents.

The undersigned hereby agrees to furnish all materials, labor, tools, equipment, apparatus, facilities, and transportation necessary to complete Job Orders as described in the Bid Documents and to execute the contract to the satisfaction of the Project and Facilities Management Department – Project Management, at the following cost(s):

BID

The three (3) responsible and responsive bidder who submitted the ten lowest Award Criteria Figures shall be awarded the contract if they are awarded. The three (3) lowest Award Criteria Figures will be considered the lowest bids. The Award Criteria Figure will be determined by utilizing the following award formula: Factor 1 will be multiplied by .75, Factor 2 will be multiplied by .05, Factor 3 will be multiplied by .025, Factor 4 will be multiplied by .025, Factor 5 will be multiplied by .05, Factor 6 will be multiplied by .05, Factor 7 will be multiplied by .025 and Factor 8 will be multiplied by .025. These numbers will be summed for an Award Criteria Figure, and the three (3) lowest composite bids will be considered the ten low bids. The number of contracts listed above is only an estimate for the number of contracts to be awarded. The actual number of contracts to be awarded will be determined after the bid opening, based on the needs of the County.

Any alteration or addition to the form of Bid Proposal will invalidate same. Fill out completely all blank spaces. An incomplete form will invalidate bid.

All Adjustment Factors include applicable California state sales, tax, bonds, insurance and all other costs required to perform the Job Orders as described in the Bid Documents.

ADJUSTMENT FACTORS:

The Adjustment Factors will be used to price out fixed price Job Orders by multiplying the Adjustment Factor by the Unit Prices and quantities. The Contractor's eight (8) Adjustment Factors will be applied against the prices set forth in the Unit Price Book. The County has been divided into two (2) Zones, as depicted on the attachment to these bid documents. The Adjustment Factors are as follows:

Zone 1: Factor 1 - Normal Working Hours (7:00 a.m. to 5:00 p.m. Monday through Friday).

Zone 1: Factor 2 - Other Than Normal Working Hours (5:01 p.m. to 6:59 a.m. Monday through Friday, as well as Saturday, Sunday and County holidays).

Zone 1: Factor 3 - Rapid Response Projects; for Normal Working Hours and Other Than Normal Working Hours.

Zone 1: Factor 4 - Restricted and/or California Office of Statewide Health Planning and Development (OSHPD) Facilities; for Normal Working Hours and Other Than Normal Working Hours.

Zone 2: Factor 5 - Normal Working Hours (7:00 a.m. to 5:00 p.m. Monday through Friday).

Zone 2: Factor 6 - Other Than Normal Working Hours (5:01 p.m. to 6:59 a.m. Monday through Friday, as well as Saturday, Sunday and County holidays).

Zone 2: Factor 7 - Rapid Response Projects; for Normal Working Hours and Other Than Normal Working Hours.

Zone 2: Factor 8 - Restricted and/or California Office of Statewide Health Planning and Development (OSHPD) Facilities; for Normal Working Hours and Other Than Normal Working Hours.

ZONE 1

FACTOR 1 - Unit work requirements to be performed during Normal Working Hours (7:00 a.m. to 5:00 p.m. Monday through Friday) as ordered by the County in individual Job Orders against the contract.

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Utilize four decimal places

Bid for Normal Working Hours, Zone 1 (in words).

FACTOR 2 - Unit work requirements to be performed during Other Than Normal Working Hours (5:01 p.m. to 6:59 a.m. Monday through Friday, and Saturday, Sunday and County holidays) as ordered by the County in individual Job Orders against the contract. Factor 2 must be greater than Factor 1.

□.□□□□

Utilize four decimal places

Bid for Other Than Normal Working Hours, Zone 1 (in words).

FACTOR 3 – Rapid Response Projects. Factor 3 must be greater than Factor 2.

□.□□□□

Utilize four decimal places

Bid for Rapid Response Projects, Zone 1 (in words).

FACTOR 4 – Restricted and/or California Office of Statewide Health Planning and Development (OSHPD) Facilities Projects. Factor 4 must be greater than Factor 3.

□.□□□□

Utilize four decimal places

Bid for Restricted and/or California Office of Statewide Health Planning and Development (OSHPD) Facilities Projects, Zone 1 (in words).

ZONE 2

FACTOR 5 - Unit work requirements to be performed during Normal Working Hours (7:00 a.m. to 5:00 p.m. Monday through Friday) as ordered by the County in individual Job Orders against the contract. Factor 5 must be greater than Factor 4. Factor 5 must be 30% higher than Factor 1.

□.□□□□

Utilize four decimal places

Bid for Normal Working Hours, Zone 2 (in words).

FACTOR 6 - Unit work requirements to be performed during Other Than Normal Working Hours (5:01 p.m. to 6:59 a.m. Monday through Friday, and Saturday, Sunday and County holidays) as ordered by the County in individual Job Orders against the contract. Factor 6 must be greater than Factor 5.

□.□□□□

Utilize four decimal places

Bid for Other Than Normal Working Hours, Zone 2 (in words).

FACTOR 7 – Rapid Response Projects. Factor 7 must be greater than Factor 6.

□.□□□□

Utilize four decimal places

Bid for Rapid Response Projects, Zone 2 (in words).

The award formula below is an integral part of this Bid Proposal, and to be responsive, the bidder shall quote for the total works above, and also shall complete the award formula below to determine the Award Criteria Figure.

FACTOR 8 – Restricted and/or California Office of Statewide Health Planning and Development (OSHPD) Facilities Projects. Factor 8 must be greater than Factor 7.

□.□□□□

Utilize four decimal places

Bid for Restricted and/or California Office of Statewide Health Planning and Development (OSHPD) Facilities Projects, Zone 2 (in words).

The award formula below is an integral part of this Bid Proposal, and to be responsive, the bidder shall quote for the total works above, and also shall complete the award formula below to determine the Award Criteria Figure.

AWARD FORMULA

Line 1: Zone 1, Factor 1

Line 2: Multiply Line 1 by (.75)

Line 3: Zone 1, Factor 2

Line 4: Multiply Line 3 by (.05)

Line 5: Zone1, Factor 3

Line 6: Multiply Line 5 by (.025)

Line 7: Zone 1, Factor 4

Line 8: Multiply Line 7 by (.025) _____

Line 9: Zone 2, Factor 5 _____

Line 10: Multiply Line 9 by (.05) _____

Line 11: Zone 2, Factor: 6 _____

Line 12: Multiply Line 11 by (.05) _____

Line 13: Zone 2, Factor: 7 _____

Line 14: Multiply Line 13 by (.025) _____

Line 15: Zone 2, Factor 8 _____

Line 16: Multiply Line 15 by (.025) _____

Line 17: Add Lines 2, 4, 6, 8, 10, 12, 14, 16 _____

The above Adjustment Factors are to be specified to four decimal places. Any alteration, erasure, or change must be clearly indicated and initialed by the bidder. All prices and information required on the bid form must be either typewritten or neatly printed in ink (use figures only). San Bernardino County reserves the right to revise all arithmetic errors in calculations for correctness. The Bid factor of each item on the Proposal must be stated in words and numerals; in case of a conflict, words will take precedence. In the case of a discrepancy between the written bid or numerical bid set forth on the Bid Proposal, and the numerical bid set forth in the ePro system, the information on the Bid Proposal shall prevail. The County reserves the right to reject any and all bids and to waive any irregularities.

All Unit Prices listed in the Construction Task Catalog® are priced at a net value of 1.0000. The Adjustment Factors shall be an increase or decrease to all the Unit Prices listed in the Construction Task Catalog®. For example, 1.1000 would be a 10% increase to the Unit Prices and 0.9500 would be a 5% decrease to the Unit Prices. Bidders who submit separate Adjustment Factors for separate Unit Prices will be considered non-responsive and their bid will be rejected.

The weighted multipliers above are for the purpose of calculating an Award Criteria Figure only. No assurances are made by the County that Work will be ordered under the Contract in a distribution consistent with the weighted percentages above. The Award Criteria Figure is only used for the purpose of determining the Bid.

When submitting Job Order Price Proposals related to specific Job Orders, the Bidder shall utilize one or more of the Adjustment Factors applicable to the Work being performed.

TIME FOR COMPLETION:

Twelve (12) months from the contract start date or expenditure of the stated maximum value of the contract, whichever occurs first. This is a bid for a Contract for repair, remodel or other repetitive work specified in individual Job Orders, effective for a period of 12 months from the start date of the Contract approved by the Board of Supervisors. Job Orders issued prior to, but not completed, by the expiration of the Contract period will be completed with all provisions of the Contract still in force. Supplemental Job Orders to an original Job Order issued prior to but not completed by the expiration of the contract prior, will be completed with all the provisions of this contract still in force.

BID DEPOSIT (BID BOND)

There is enclosed herewith, a certified check or surety bond in the amount of Twenty-Five Thousand Dollars (\$25,000), made payable to San Bernardino County. The undersigned agrees that in the event of the failure by the undersigned to execute the necessary contract and furnish the required contract bonds and insurance, the certified check or surety bond and the money payable thereon shall be, and remain, the property of San Bernardino County. If the bid is accompanied by a certified or cashier's check, the check shall be deposited by the — Project Management, and a County warrant for the full amount shall be issued to the undersigned approximately one month after Contract Award.

If the bid is submitted through San Bernardino County Electronic Procurement Network (ePro) then scan the bid security (bid bond) and submit the scanned copy with your bid submittal in ePro, additionally, mail or submit the original bid security, in a separate sealed envelope labeled "Bid Bond" with the title of the work and the name of the bidder clearly marked on the outside, to: Project and Facilities Management Department – Project Management, 385 North Arrowhead Avenue, 3rd Floor, San Bernardino, California, 92415-0184. **Any mailed or submitted bid security must be received on or before the time set for the opening of the bids.**

LIQUIDATED DAMAGES

Pursuant to the provisions of Government Code Section 53069.85 and in the event that all the Work called for in this Contract is not completed within the number of calendar days set forth within the individual Job Order, Contractor shall forfeit and pay to the County the sum of between \$750 to \$1,500 per calendar day, depending on the Job Order price and as described in the General Conditions, the work remains incomplete, to be deducted from any payments due or to become due to the Contractor. (Reference General Conditions and individual Job Orders)

ESCROW ACCOUNT

Pursuant to Section 22300 of the Public Contract Code, at the request and expense of the Contractor, the Contractor may substitute qualified securities in lieu of retention withheld by the County and/or establish an escrow account for retention payments.

REJECTION OF BIDS

The undersigned agrees that the Board of Supervisors reserves the right to reject any or all bids and reserves the right to waive informalities in a bid or bids, not affected by law, if to do so seems to best serve the public interest.

VALIDITY OF BIDS

The undersigned agrees that this bid will remain valid for sixty (60) days after the scheduled bid opening.

STATE LICENSES

The undersigned hereby certifies that he is currently the holder of a valid Class "C-4 and C-20" license as a contractor in the State of California and that the license is the correct class of license as listed in the instruction to bidders. The undersigned also certifies that all subcontractor(s) that will be utilized as per individual Job Orders will be the holder of valid contractor's license(s) in the State of California and the license is the correct class of license for the work to be performed by the subcontractor(s).

INSURANCE

The undersigned agrees to furnish certified copies of all insurance policies and endorsements; all certificates of comprehensive, general and auto liability insurance; Workers' Compensation insurance; and such other insurance that will protect him from claims for damages and personal injury, including death, which may arise from operations under the contract, whether such operation be by the undersigned or by any subcontractor of the undersigned, or anyone directly or indirectly employed by the undersigned or any subcontractor of the undersigned in accordance with Section 77 of the General Conditions. **The undersigned agrees to provide the Project and Facilities Management Department – Project Management with Certificates of Insurance evidencing the required insurance coverage at the time Contractor executes the contract with the County.** All policies (excluding Workers' Compensation) shall name San Bernardino County as an additional insured. All coverages shall be subject to approval by the County for adequacy of protection.

BONDS

If this Bid is successful, the undersigned agrees to execute the required Standard Contract and will furnish a payment bond in an amount equal to one hundred percent (100%) of the potential maximum contract price and a Faithful Performance Bond in an amount equal to one hundred percent (100%) of the potential maximum contract price. These bonds shall be secured from a surety company or companies satisfactory to the County within ten (10) calendar days of the contract award. Bonds shall remain in full force and effect for a period of one year following the date of filing of Notice of Completion.

FORMER COUNTY OFFICIALS

Contractor agrees to provide or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of contractor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

INACCURACIES OR MISREPRESENTATIONS

If during the course of the bid proposal process or in the administration of a resulting Contract, the County determines that the contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the contractor may be terminated from the bid proposal process, or in the event a Contract has been awarded, the Contract may be immediately terminated. If a Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

IRAN CONTRACTING ACT OF 2010

(Public Contract Code sections 2200 et seq.)

(Applicable for all Bids of one million dollars (\$1,000,000) or more)

(The Certification below is part of the Proposal/Bid and signing the Proposal/Bid shall constitute signature of this Certification)

In accordance with Public Contract Code section 2204(a), the proposer/bidder certifies that at the time the Proposal/Bid is submitted, the proposer/bidder signing the Proposal/Bid is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 (<http://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx>) as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Proposers/bidders are cautioned that making a false certification may subject the proposer/bidder to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Sections 4100-4108 of the Public Contract Code of the State of California, and any amendments thereof, the undersigned shall provide after award of contract the name, location of the place of business and the California contractor license number of each subcontractor who will perform work for individual Job Orders (meaning the total amount of the

subcontractor's contract amount including all labor, materials, supplies and services) in excess of one-half of one percent (1/2 of 1%) of the total bid; and, the general category or the portion of the work to be performed by each subcontractor. The subcontractor information will be provided as part of a complete Job Order Proposal.

Where a hearing is required for a decision on the substitution of subcontractors, pursuant to the provisions of Chapter 4, Part 1, Division 2, of the Public Contract Code, (commencing with Section 4100) by the awarding authority, or a duly appointed hearing officer, the Clerk of the Board of Supervisors shall prepare and certify a statement of costs incurred by the County for investigation, and to conduct the hearing, including the costs of any hearing officer and shorthand reporter appointed. For the purposes of a hearing for the substitution of subcontractors (pursuant to the Public Contract Code commencing with Section 4100) the awarding authority shall be the Director of the Project and Facilities Management Department, or his/her designee. The statement of costs shall be sent to the undersigned, who shall reimburse the County for all costs. If not paid separately, such reimbursement shall be deducted from monies due and owing to the undersigned prior to acceptance of the project.

The undersigned certifies that it and all subcontractor(s) it will use to perform Work will be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. The undersigned agrees that no contractor or subcontractor may be awarded a contract for public work or perform work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. The undersigned acknowledges that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

As required by Labor Code 1771.1(a) "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

ADDENDA

This bid includes: Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

AFFIDAVIT

The undersigned has submitted with the Bid Proposal a non-collusion declaration, signed under penalty of perjury, for the principal contractor. The undersigned agrees to furnish the County non-collusion declarations for subcontractors, signed under penalty of perjury, and states that this is a

genuine Proposal and is neither collusive nor made in the interest of any other person, and has not induced anyone to submit a sham bid or refrain from bidding.

The undersigned acknowledges it has registered with the ePro system prior to the date and time to receive sealed bids or it will be disqualified.

The undersigned declares: that the only person or parties interested in this Proposal as principals are those named herein; that this bid is made without any connection with any other person or persons making a bid for the same work, except for another division of the undersigned which may submit an independent bid; that the bid is in all respects fair and without collusion or fraud; that the undersigned has read the Advertisement for Bids and the Instructions to Bidders and agrees to all the stipulations contained therein; that the undersigned has examined the form of contract (including the specifications, drawings, and other documents incorporated therein by reference); that in the event this bid as submitted, including the incorporated bidding documents, be accepted by the County, the undersigned shall execute a contract to perform the work as outlined herein.

If undersigned is a corporation, the Proposal must be signed by an authorized officer of the corporation.

If the Bid Proposal is submitted through ePro the undersigned acknowledges that its electronic signature(s) is legally binding.

Check One: ☐ Sole Proprietor; ☐ Partnership; ☐ Corporation; ☐ Other

Name of Bidder: _____

Address: _____

_____ Phone: _____

Email: _____

Contractor's License No.: _____ Primary Class: _____

Expiration Date of Contractor's License _____

Contractor's DIR Registration # _____

I declare under penalty of perjury the above is true and correct.

Authorized Signature: _____ Title: _____

Print Name: _____ Date: _____

Job Order Contract Experience Form

1. Job Order Contract / Indefinite Quantity Construction Contract

Agency Name: _____

Agency Contract Contact (name, email, and current phone number):

Contract Start/End Dates: _____

Awarded Contract Value: _____

Total Value of Work Issued Against Contract: _____

Contract Name/Number: _____

Required License(s): _____

Brief Description of Projects Completed:

2. Job Order Contract / Indefinite Quantity Construction Contract

Agency Name: _____

Agency Contract Contact (name, email, and current phone number):

Contract Start/End Dates: _____

Awarded Contract Value: _____

Total Value of Work Issued Against Contract: _____

Contract Name/Number: _____

Required License(s): _____

Brief Description of Projects Completed:

NOT FOR BID