

**10. Acknowledgement and Signature of Authorization**

**SERVICES**

Hope for Home Shade Structure

I \_\_\_\_\_, \_\_\_\_\_ have read and understand the  
(Full Printed Name) (Title)  
the IFB document, and I am duly authorized to commit my company to sell/perform the products/services described herein. I understand by signing this IFB I am not obligating the City to make this procurement, nor am I signing a contract to sell/perform this product/service. **By signing this document I agree to comply with all specifications, scope of services, requirements, terms and conditions described herein, unless specifically noted.** This IFB is firm for 180 days from the due date identified on the cover page of this IFB.

**Authorized Representative:**

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**Signature**

**Date**

**11. CITY OF POMONA MINORITY BUSINESS QUESTIONNAIRE**

Name of Business: \_\_\_\_\_

Division or Subsidiary, if applicable: \_\_\_\_\_

Business Address:

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

Business Telephone No.:

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_

Type of Business:

- Non Profit [ ]
- Sole Proprietorship [ ]
- Partnership – General [ ]
- Limited [ ]
- Corporation [ ]

Is the business 51% or more owned by:

- American Indian [ ]
- Asian [ ]
- Black [ ]
- Hispanic [ ]
- Female [ ]
- Other \_\_\_\_\_ [ ]

(please specify)

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

Title: \_\_\_\_\_

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

For more information, please contact the City of Pomona Purchasing Division  
(909) 620-2381.

## 12. **CITY OF POMONA STATEMENT OF NON-COLLUSION BY CONTRACTOR**

The undersigned who submits herewith to the City of Pomona a Bid or proposal does hereby certify that:

- a. All statements of fact in such bid or proposal are true;
- b. Such bid or proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- c. Such bid or proposal is genuine and not collusive or sham;
- d. Bidder has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of Pomona or of any other bidder or anyone else interested in the proposed procurement;
- e. Bidder did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal;
- f. Bidder did not, in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else;
- g. Bidder did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member agent thereof, or to any individual or group of individuals, except to the City of Pomona, or to any person or persons who have a partnership or other financial interest with said bidder in his business.
- h. No officer or principal of the undersigned firm is employed or has been employed, either full or part time, by the City of Pomona, either currently or within the last two (2) years, or is related to any officer or employee of the City by blood or marriage within the third degree. An exception to this section may be granted by approval of the City Council prior to contract award.
- i. No officer or principal of the undersigned firm nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any state or federal antitrust law in connection with the bidding on, award of, or performance of, any public work contract, with any public entity, within the last three years.
- j. Bidder did not provide, directly or indirectly to any officer or employee of the City of Pomona any gratuity, entertainment, meals, or anything of value, whatsoever, which could be construed as intending to invoke any form of reciprocation or favorable treatment.
- k. In accordance with Sec. 1204. - Illegal Interest in Contracts, no member of the Council or other officer or department head of the City shall have any financial interest in any contract, sale or transaction to which the City is a party if having such interest constitutes a violation of the State law pertaining to interest in contracts. Any such person having any such prohibited interest shall be guilty of a misdemeanor, and upon conviction thereof, in addition to such penalties as may be imposed by the court, such person shall forfeit his office. Any contract, sale or transaction in which there shall be any such prohibited interest shall become void at the option of the City when so declared by resolution of the Council.

- I. In accordance with Sec. 2-971 Conflict of interest (Ord. No. 4107, § 1, 9-8-2008; Ord. No. 4145, § 1, 7-11-2011):
- 1) No officer or employee of the city may contract with any person related to any officer or employee of the city by blood or marriage within the third degree for supplies, services and equipment unless the purchase is by competitive bid and the person so related submits the lowest responsible bid therein. No officer or principal of the vendor, nor any subcontractor may be employed or have been employed, either full or part time, by the City of Pomona either currently or within the last two years. An exception to this section may be granted by approval of the city council. All successful construction or service bidders must sign and adhere to the city's statement of noncollusion.
  - 2) Any unauthorized contact by the bidder during the bid or proposal process with an official or city employee, other than those shown on the RFP or bid, the finance director, or purchasing manager, shall cause the bidder to be immediately disqualified from consideration of award.
  - 3) City employees and officials shall be prohibited from engaging in and/or awarding procurements when:
    - (a) Having a financial or personal beneficial interest (directly or indirectly) in any contract or purchase order for supplies, equipment, services, or projects furnished to the city.
    - (b) Using information available to officials and employees, solely because of their city position, for personal profit, gain or advantage.
    - (c) Directly or indirectly furnishing or withholding services or information not available to all prospective bidders, or who may reasonably be expected to bid on, a contract with the city.
    - (d) Using a position or status in the city to solicit (directly or indirectly) business of any kind; or to purchase products at special discounts or upon special concessions for personal private use from any person or firm who sells or solicits sales to the city.
    - (e) Serving the interest of any organization which transacts or attempts to transact business with the city for profit when such employee holds a city position of review or control over such business transactions.

I certify, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this certification was executed on \_\_\_\_\_ at \_\_\_\_\_, California.  
(Date) (Location)

Business:

By:

Address:

(Signature)

\_\_\_\_\_  
(Print Name & Title)

**13. CITY OF POMONA AGREEMENT FOR INDEMNIFICATION BY CONTRACTOR AND ACCEPTANCE AND ACKNOWLEDGMENT OF PROCUREMENT PRACTICES OF THE CITY OF POMONA**

The City of Pomona requires contractors and suppliers of services to the City to agree to indemnify and hold the City of Pomona harmless for claims or losses arising from, or in connection with, the contracting party's work for the City of Pomona before a Purchase Order is issued.

To reduce the possibility of misunderstanding between contracting parties and the City in case of a claim or lawsuit, the City of Pomona is requiring that contracting parties who perform services for the City sign this letter. This letter will act as and become a part of each Contract/Purchase Order between the City of Pomona and the contracting parties signing the letter for the duration of the contract term and any extensions thereto.

**In consideration of the opportunity of doing work for the City of Pomona and benefits to be received thereby, the contracting party to this agreement agrees as follows:**

1. That where a contract, purchase order or confirming order is issued by the City of Pomona awarding a contract, this Letter Agreement is to be considered part of that contract.
2. Contractor agrees to indemnify the City of Pomona, and any officer, employee or agent, and hold the City of Pomona, and any officer, employee or agent, thereof harmless from any and all claims, liabilities, obligations and causes of action, of whatsoever kind or nature, for injury to, or death of, any person (including officers, employees and agents of the City of Pomona), and for injury or damage to or destruction of property (including property of the City of Pomona), resulting from any and all actions or omissions of contractor or contractor's employees, agents or invitees, or any subcontractor of contractor or any of such subcontractor's employees, agents or invitees.
3. That the contracting party specifically waives the benefits and protection of Labor Code Section 3864 which provides: "If an action, as provided in this chapter, is prosecuted by the employee, the employer, or both jointly against the third person results in judgment against such third person or settlement by such third person, the employer shall have no liability to reimburse or hold such third person harmless on such judgment or settlement in the absence of a written agreement so to be executed prior to the injury." This waiver will apply to the contracting party to this letter to any contracts awarded by the City of Pomona during the term of this Agreement and any extensions thereto.
4. That this Agreement has been signed by an authorized representative of the contracting party, and such representative has the authority to bind the contractor to all terms and conditions of this Agreement.
5. That this Agreement shall be binding upon the successors and assignees of the contracting party to any contract with the City of Pomona. As a condition precedent to acceptance, any contacts from the City of Pomona and contracting party agree to advise its successors or assignees of this Agreement and to obtain their consent to it in writing before the work of the representative successor or assignees begins. Such assignment shall not be effective without the prior written consent of the City of Pomona.
6. To promptly notify the City of Pomona of any change in ownership of the contracting party while this Agreement is in force.

This letter Agreement cannot be modified or changed without the express written consent of the City of Attorney of the City of Pomona.

I agree to the terms of this Letter Agreement on behalf of:

Business: \_\_\_\_\_ By: \_\_\_\_\_  
(Signature)

Address: \_\_\_\_\_  
(Print Name & Title)

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

**14. REFERENCES**

Provide three (3) past or current federal, state or local government agency references that are comparable to the size of the City of Pomona that your company has directly contracted with as the primary contractor. Goods or services provided must be equal to the specifications or scope of services published herein. References must be for goods or services provided within the past five (5) years.

1. Company

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Name and Title: \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

Number of years that services have been or were provided: \_\_\_\_\_

Service provided: \_\_\_\_\_

\_\_\_\_\_

2. Company

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Name and Title: \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

Number of years that services have been or were provided: \_\_\_\_\_

Service provided: \_\_\_\_\_

\_\_\_\_\_

3. Company

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Name and Title: \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

Number of years that services have been or were provided: \_\_\_\_\_

Service provided: \_\_\_\_\_

\_\_\_\_\_

15. **BID**

**Hope for Home Shade Structure**

**TO THE HONORABLE MAYOR AND  
CITY COUNCIL OF THE CITY OF POMONA**

In compliance with the annexed "Notice Inviting Sealed Bids", the undersigned hereby proposes and agrees to perform all the work and improvements therein described, and to furnish all labor and materials, equipment and incident insurance necessary therefore in accordance with the specifications therefore, known as " as **"Hope for Home Shade Structure"**, which are on file in the office of the City Engineer of the City of Pomona. The undersigned agrees to perform the work and improvements therein mentioned to the satisfaction of and under the supervision of the City Engineer of the City of Pomona, duly appointed for said work in the matter of the construction and installation of **Hope for Home Shade Structure**, as designated on the specifications known as **Project No. 71044** on file in the office of the City Engineer of the City of Pomona, and further agrees to enter into a contract therefore in the time, form and manner provided by law at the following prices.

**Each line item bid shall contain all costs and expenses for the work described in the same numbered bid item in the Technical Provisions of the Contract Documents.**

**AWARD OF CONTRACT:** Contractor bids received will be compared based upon the lowest combined Sum Total of: Project Base Bids plus all Additive Alternate Bids. The Contract, if awarded, will be awarded to the lowest responsible and responsive bidder whose bid complies with the requirements of these specifications. The award, if made, will be made within ninety (90) calendar days after the opening of the bids, provided that the award may be made after said period if the successful bidder shall not have given the City written notice of the withdrawal of his bid.

**BID SCHEDULE:** The Project Base Bids and Additive Alternate for as **Hope for Home Shade Structure** are as follows:

:

- \*Base Bid: Building B Kitchen Area- Furnish and install New 16'x25' waterproof fabric canopy awning and new L shaped 120'x90' waterproof fabric shade structure with perimeter roll up shades, Lighting, exterior heaters, and all related work to provide a fully operational system as defined by plans and specifications. Contractor to include in his price all plan check fees and permits associated with the deferred approval the proposed shade structure manufacturer.
- Base Bid shall also include (2) pole mounted lights and supporting related work in Day Use Area as defined within the plans and specifications. \$60,000.00 Allowance to be included within the base bid amount



- ALT 1: DAY USE AREA – Furnish and install New 44'x100' Fabric Shade structure including all related sitework and infrastructure not covered under the base bid. Contractor to include in his price all plan check fees and permits associated with the deferred approval for the purposed shade structure manufacturer.
- ALT 2: PET KENNEL- Furnish and install new 40'x40' fabric shade structure over the existing pet kennels including lighting and related work as defined within the plans and specifications. Contractor to include in his price all plan check fees and permits associated with the deferred approval through the City for the purposed shade structure manufacturer.
- ALT 3: BUILDING C COURTYARD – Furnish and install new 14' x 22' fabric shade structure including all associated work as defined within the plans and specifications. Contractor to include in his price all plan check fees and permits associated with the deferred approval through the City for the purposed shade structure manufacturer.

**PROPOSER MUST FILL OUT BID UNDER  
“LINE ITEMS” TAB IN PLANETBIDS.**

AFTER AWARD OF CONTRACT - INSERT BID HERE

16. **BIDDER'S BOND**

**BID BOND**

**KNOW ALL MEN BY THESE PRESENTS, THAT WE \_\_\_\_\_ as PRINCIPAL, and \_\_\_\_\_ as SURETY, are held and firmly bound unto the CITY OF POMONA, CALIFORNIA, hereinafter referred to as the "City", in the sum of ten percent (10%) of the total amount of the bid of the Principal above named, submitted by said Principal to said City, for the work described below, for payment of which sum in lawful money of the United States of America, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of**

\$ \_\_\_\_\_.

**THE CONDITIONS OF THIS OBLIGATION ARE SUCH,** that whereas, said Principal has submitted the same mentioned bid to said City, for construction of work under the City's specification entitled **Hope for Home Shade Structure**

**NOW, THEREFORE,** if said Principal is awarded the contract, and within the time and manner required under the Contract Documents, after the prescribed forms are presented to him for signature, enters into a written contract, in the form of agreement bound herein, in accordance with the bid, submits and obtains City approval of required submittals, and files the two (2) bonds with said City, one to guarantee faithful performance and the other to guarantee payment for labor and materials, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

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

By their signatures hereunder, Surety and Principal hereby confirm under penalty of perjury that Surety is authorized to do business and transact in surety insurance in the State of California.

**IN WITNESS WHEREOF,** we have hereunto set our hands and seals

this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
(SEAL)

**BID BOND**

**ACKNOWLEDGMENT OF SURETY**

**STATE OF \_\_\_\_\_)**

**COUNTY OF \_\_\_\_\_) ss.**

**On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, A.D., \_\_\_\_\_ personally  
appeared before me, a**

**(Notary Public, Judge or Other Officer)**

**in and for \_\_\_\_\_ County, State of \_\_\_\_\_  
known to me to be the \_\_\_\_\_ of the corporation that executed the foregoing instrument  
and, upon oath, did depose that he is the officer of said corporation as above designated;  
that he is acquainted with the seal of said corporation and the seal affixed to said  
instrument is the corporate seal of said corporation; that the signatures to said instrument  
were made by officers of said corporation as indicated after said signatures; and that the  
said corporation executed the said instrument freely and voluntarily and for the uses and  
purposes therein mentioned.**

**(Notary Public, Judge or Other Officer)**

**17. CONTRACTOR LICENSE AFFIDAVIT**

(To Be Executed By Bidder and Submitted With Bid)

**STATE OF \_\_\_\_\_ )**

**COUNTY OF \_\_\_\_\_ ) ss.**

\_\_\_\_\_, being first duly sworn, deposes  
NAME

and says that he or she is \_\_\_\_\_  
TITLE

of \_\_\_\_\_, the party  
NAME OF FIRM

making the foregoing bid, is a licensed Contractor, or a duly authorized partner of a Joint Venture which holds a license as a Partnership, or is a duly authorized principle and/or representative of a Corporation which holds a license as a Corporation and that he or she understands that the information shown below shall be included with the bid, and understands that any bid not containing this information, or if this information is subsequently proven to be false, shall be considered non-responsive and shall be rejected by the City of Pomona.

\_\_\_\_\_  
Contractor's State License Number and Classification

\_\_\_\_\_  
License Expiration Date

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

Subscribed at:

\_\_\_\_\_, \_\_\_\_\_  
City and County State

On \_\_\_\_\_, \_\_\_\_\_  
Date

NOTARY TO AFFIX  
SEAL AND  
CERTIFICATE OF  
ACKNOWLEDGMENT

\_\_\_\_\_  
Signature

\_\_\_\_\_  
State License Number and Classification

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State Zip

Telephone Number: \_\_\_\_\_

**18. NONCOLLUSION DECLARATION**

(To Be Executed By Bidder and Submitted With Bid)

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing Bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at \_\_\_\_\_ [city], \_\_\_\_\_ [state].

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

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

**19. IRAN CONTRACTING ACT CERTIFICATION**

(To Be Executed By Bidder and Submitted With Bid)

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 City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City 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: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

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

**20. RESOLUTION OF CONSTRUCTION CLAIMS**

(To Be Executed By Bidder and Submitted With Bid)

In all Public Works claims which may arise between the Contractor and the City of Pomona, the requirements of California Public Contract Code Sections 9204 and 20104 *et seq.* shall apply. Said Code Sections shall apply for the purpose of filing claims and civil actions for claims.

The bidder's signature is required to verify he/she has reviewed the foregoing statutes.

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(Signature of Bidder)

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Dated

**INFORMATION REQUIRED OF BIDDERS**

**The bidder is required to supply the following information.**

(Additional sheets may be attached if necessary.)

(1) Address:

(2) Telephone:

(3) Type of Firm:

Individual, Partnership, or Corporation

(4) Corporation organized under the laws of the State of:

(5) Is 51% or more of the business owned by: American Indian ( ), Asian ( ), Black ( ), Hispanic ( ), Female ( ), Other (Specify) \_\_\_\_\_.

(6) List the names and addresses of all members of the firm or names and titles of all officers of the corporation.

(7) Number of years experience as a Contractor in construction work.



**21. BIDDER INFO**

(1) List of all projects completed within last three years:

**If you do not have enough space in a box, keep moving to the next lower box until all information in that column is completed. When finished with all information for a project, skip a row of boxes and start the next project in the left column.**

<u>Original Bid Contract Amount</u>	<u>Class (Type) of Work</u>	<u>Date Completed</u>	<u>Describe any Claims, Mediation, Arbitration or lawsuits, amount and results</u>	<u>Amount and Type of Change Orders</u>	<u>Name, Contact, Address and Telephone of Owner</u>

<u>Original Bid Contract Amount</u>	<u>Class (Type) of Work</u>	<u>Date Completed</u>	<u>Describe any Claims, Mediation, Arbitration or lawsuits, amount and results</u>	<u>Amount and Type of Change Orders</u>	<u>Name, Contact, Address and Telephone of Owner</u>

**Contractor’s failure to provide a complete list will result in automatic disqualification.**

(2) List the name of the person(s) who inspected the site of the proposed work for your firm:

Name \_\_\_\_\_ Date of Inspection: \_\_\_\_\_

(3) The Contractor shall furnish the following information concerning bid depository or registry services used in obtaining Subcontractor bid figures for this Bid. Additional sheets may be attached if necessary.

1. Were bid depository or registry services use in obtaining Subcontractor bid figures in order to compute your bid?  
Yes ( ) No ( )
2. If the answer to No. 1 is "yes", forward a copy of the rules of each bid depository you used in the preparation of this Bid.
3. Did you have any source of Subcontractors' bids other than bid depositories?  
Yes ( ) No ( )
4. Has any person or group threatened you with Subcontractor boycotts, union boycotts or other sanctions to attempt to convince you to use the services or abide by the rules of one or more bid depositories?  
Yes ( ) No ( )
5. If the answer to No. 4 is "yes", please explain the following details:
  - (a) Date:
  - (b) Name of person or group:
  - (c) Job involved (if applicable):
  - (d) Nature of threats:
  - (e) Additional comments:

**22. QUESTIONNAIRE**

**(TO ACCOMPANY BID)**

The bidder shall answer each of the questions below with full disclosure, under penalty of perjury. This information will be used in the determination of whether the Bidder is a

Responsible Bidder or Non-Responsible. One additional page per question may be attached to the Bid as bidder deems necessary to explain his or her circumstance.

**Bankruptcy**

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been adjudged bankrupt in any voluntary or involuntary bankruptcy proceeding?

Yes  No

If yes, when and where?

**Debarment**

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been debarred, disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project?  Yes  No

If yes, provide a description of the case, the court location, case number and the outcome for each lawsuit a full explanation below.

**Claims and Litigation**

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever had any claims filed against them by any "owner" (including a public agency owner), bonding company, subcontractor or supplier?  Yes  No

If yes, describe the nature of each claim and its resolution.

Hope for Home Shade Structure

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been sued by any "owner" (including a public agency owner), or bonding company insuring said "owner" for default on a contract?  Yes  No

If yes, provide a description of the case, the court location, case number and the outcome for each lawsuit a full explanation below.

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been sued by a subcontractor or material supplier for default on a contract?  Yes  No

If yes, provide a description of the case, the court location, case number and the outcome for each lawsuit.

During the past 5 years, has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, been a defendant in any professional related lawsuit besides those described in the paragraphs above?  Yes  No

If yes, provide a description of the case, the court location, case number and the outcome for each lawsuit.

Contractor as Claimant or Plaintiff

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever filed a claim against an "owner" (including any public agency owner) or a bonding company insuring an "owner" for any claims arising under any contract?  Yes  No

If yes, provide details as to the nature, date and resolution of any such claim.

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever filed a lawsuit against an "owner" (including any public agency

owner) or a bonding company insuring an "owner" for any disputes arising under any contract?

Yes  No

If yes, provide a description of the case, the court location, case number and the outcome for each lawsuit.

### Binding Arbitration

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever had to submit to binding arbitration to resolve a dispute arising from a contract?  Yes  No

If yes, what were the circumstances and outcome of such arbitration?

### Bonding

Has any bonding company ever refused to bond the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder for a contract?

Yes  No

If yes, what were the circumstances?

Has any bonding company ever been required to pay on a bond issued to the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder for a contract?

Yes  No

If yes, what were the circumstances?

### Prevailing Wages

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been a) sued for, or b) penalized by any court, regulatory agency, or similar entity, for failure to pay prevailing wages to any persons performing work under a contract, including subcontractors?

Yes  No

If yes, what were the circumstances?

I declare under penalty perjury of the laws of the State of California that the information contained in this Questionnaire beginning on Page 44 are true and correct to the best of my knowledge, and that this declaration was executed on \_\_\_\_\_, at \_\_\_\_\_, California.

\_\_\_\_\_(signature)

\_\_\_\_\_(printed name)

\_\_\_\_\_(title)

**23. SUBCONTRACTORS**

**DESIGNATION OF SUBCONTRACTORS**

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall provide: (a) the name, location of the place of business, **California Contract License Number, and DIR Contractor Registration Number** and (b) the work to be performed by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor’s Total Bid Price. Notwithstanding the foregoing, if the work involves streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent (1/2%) of the Contractor’s Total Bid Price or \$10,000, whichever is greater. 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.

<b>Work To Be Performed:</b>	<b>Subcontractor and CLSB License No.</b>	<b>Principals Email Address</b>	<b>Street Address of Business (No P.O. Box)</b>	<b>% of the Work</b>	<b>DIR Registration Number</b>