



WEST HILLS

COMMUNITY COLLEGE DISTRICT

**UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING
PUBLIC CONTRACT CODE SECTION 22032
INFORMAL BIDDING**

REQUEST FOR PROPOSAL

**WEST HILLS COMMUNITY COLLEGE
Coalinga Child Development Center
1510 Falcon Way, Coalinga CA 93210**

**Child Development Center Playground Safety Surface
Informal Bid # 2026-1**

Date Emailed to Trade Journals: February 24, 2026

**Deadline for Submittal:
March 11, 2026
At
2:00 PM PT**

Email bids to purchasing@whccd.edu

LATE PROPOSALS WILL NOT BE ACCEPTED

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NOTICE TO CONTRACTORS CALLING FOR BIDS

PLEASE TAKE NOTICE, that West Hills Community College District (“District”) will accept Bid Proposals under the District’s Informal Bidding Procedures (Public Contract Code §22030 et seq), for the Work of a Project described as Child Development Center Playground Safety Surface.

TO ALL QUALIFIED PROPOSERS

REQUIRED CONTRACTORS LICENSE: C-61 Limited Specialties; D-12 Synthetic Products

PROJECT: Child Development Center Playground Poured-In-Place Safety Surface

LOCATION: Coalinga Child Development Center located at 1510 Falcon Way Coalinga, CA 93210 (“Site”)

DATE: February 24, 2026

CONTACT PERSON: Please direct any inquiries to this informal bid solicitation to Megan Vega at meganvega@whccd.edu no later than March 6, 2026 5:00 PM PT.

- 1 **Project Information.** Demolish existing, replace, and seal poured-in-place (PIP) rubber surfacing at West Hills College Coalinga Child Development Center Sites (“Project”).
- 2 **Submittal of Bid Proposals.** Bid Proposals for the work must be submitted electronically to purchasing@whccd.edu no later than **2:00 PM PT March 11, 2026.**

Bid Proposals submitted thereafter will be rejected for non-responsiveness. Timely submitted Bid Proposals will be opened as soon thereafter as practicable.
- 3 **Completion of Work.** The project shall be completed with 10 Calendar days from start. The dates of construction shall be from March 30, 2026 – April 3, 2026.
- 4 **Bid and Contract Documents.** The Bid and Contract Documents are available online at: <https://westhillscollge.com/district/departments/business-services/purchasing/>. Addenda will be posted on this webpage; there will be no other distribution of addenda. Bidders are solely responsible for periodic checks of this webpage to obtain Addenda.
- 5 **Prequalification.** Prospective bidders are required to complete in full the District’s CUPCAA Pre-Qualification Form and submit it to purchasing@whccd.edu prior to bid submittal. The form can be found at: <https://westhillscollge.com/district/departments/business-services/purchasing/>
- 6 **Mandatory Pre-Bid Conference/Job Walk.** The District will conduct an optional pre-bid conference/site walk on **March 3, 2026 at 10:00 AM PT** at Coalinga Child Development Center located at 1510 Falcon Way Coalinga, CA 93210.
- 7 **Documents Accompanying Bid Proposal.** The following must be submitted concurrently with the Bid Proposal in the form and content included with the Contract Documents:
 - 7.1 Subcontractors List;
 - 7.2 Non-Collusion Affidavit;
 - 7.3 Bid Security. Each Bid Proposal shall be accompanied by Bid Security in an amount not less than ten percent (10%) of the maximum amount of the Bid Proposal. If the required Bid Security is not submitted with the Bidder’s Bid Proposal, the Bid Proposal may be considered non-responsive and may be rejected by the District. Bid security may be in the form of cash, cashier’s check, certified check, or bidder’s bond executed by an admitted surety insurer, and made payable to West Hills Community College District;
 - 6.4 Certificate of Workers Compensation Insurance
 - 6.5 Drug-Free Workplace Certification; and
 - 6.6 DIR Registration Verification
 - 6.7 Materials Safety Data Sheets and Specifications
 - 6.8 Standard color option chart
- 8 **Award of Contract.** The Contract for the work, if awarded, will be to the Bidder submitting the lowest priced responsive Bid Proposal. The award, if made, will be made within ten (10) calendar days after the opening of the proposals.

- 9 **Rejection of Bid Proposals; Waiver of Minor Irregularities.** The District expressly reserves the right to reject all Bid Proposals. The District further reserves the right to waive minor irregularities in the bidding process or in Bid Proposals submitted in response hereto.

INFORMATION AND INSTRUCTIONS TO BIDDERS

- A. MANDATORY PRE-BID CONFERENCE/JOB WALK.** The district will conduct an optional pre-bid conference/site walk on **March 3, 2026 at 10 AM PT** at Coalinga Child Development Center 1510 Falcon Way Coalinga, CA 93210. Each proposer will be held to have examined the project premises and satisfied themselves as to the existing conditions under which they will be obliged to operate, and that no changes will be made subsequently in this connection or on behalf of the Contractor for any error or negligence on his/her part.
- B. OBTAINING DOCUMENTS.** Plans and Specification for this bid will be posted on the District's website: <https://westhillscollge.com/district/departments/business-services/purchasing/>.
- C. INTERPRETATION OF DOCUMENTS AND ADDENDA.** If the contractor is contemplating submitting a bid for the proposed contract and is in doubt as to the true meaning of any part of the specifications, or other proposed contract documents, or finds discrepancies in, or omissions from the specifications, they are instructed to email their inquiry to Megan Vega at meganvega@whccd.edu as soon as possible. Any interpretation or correction of the proposed documents will be made by Addendum and posted on the District's website. **No questions will be accepted and answered prior March 6, 2026 at 5:00 PM PT.**
- D. PROPOSALS.**
- a. Proposals shall be made upon the Bid Proposal Form, properly executed with all items filled out; numbers shall be stated both in writing and in figures. The complete Bid Proposal shall be without alterations to content, form, and scope of project.
 - b. Alternate proposals will not be considered unless called for. Changes in or additions to the bid form, recapitulations of the work bid, upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the contract documents may result in the District's rejection of the bid as not being responsive to the invitation to bid.
- E. BID SUBMITTALS**
- a. **Submittal of Bid Proposals.** Bid Proposals for the work must be submitted electronically to purchasing@whccd.edu no later than **2:00 PM PT March 11, 2026**. It is the sole responsibility of the proposer to see that his proposal is received in proper time and location.
 - b. **Rejection of Bid Proposals; Waiver of Minor Irregularities.** The District expressly reserves the right to reject all Bid Proposals. The District further reserves the right to waive minor irregularities in the bidding process or in Bid Proposals submitted in response hereto.
 - c. **Bid Security.** Each bid shall conform and be responsive to the bid plans, specifications and bid documents. Each bid submittal shall be accompanied by bid security in the form of cash, cashier's check, certified check, or bidder's bond executed by an admitted surety insurer, and made payable to West Hills Community College District, in the amount of ten percent (10%) of the total contract amount.
 - d. **Bidder Due Diligence.** Bidder must, prior to bidding, perform the work, investigations, research, and analysis required by this document and that Bidder represented in its Bid Form and Proposal and the Contract that it performed prior to bidding. Contractor under this Contract is charged with all information and knowledge that a reasonable bidder would ascertain from having performed this required work, investigation, research, and analysis. Bid prices must include entire cost of all work "incidental" to completion of the Work.
 - e. **Bid Submittal Documents.** A Bidder's bid submittal must include the following items filled out and signed by authorized signatory personnel of the Bidder's company, in order to be considered responsive:
 - ✓ Bid Proposal
 - ✓ Subcontractors List
 - ✓ Non-Collusion Affidavit
 - ✓ Bid Bond
 - ✓ Certificate of Worker's Compensation
 - ✓ DIR Registration Verification
 - ✓ Materials Safety Data Sheets and Specifications

- ✓ Standard color option chart

With the exception of the Bid Bond, Materials Specifications, and Standard color chart all above referenced forms are included in this document.

- F. BID SPECIFICATIONS.** Bids shall be based on products and systems specified in Contract Documents or listed by name in Addenda. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Bidder may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified. The District is not responsible and/or liable in any way for a Contractor's damages and/or claims related, in any way, to that Contractor's basing its bid on any requested substitution that the District has not approved in advance and in writing. Contractors and materials suppliers who submit requests for substitutions prior to the award of the Contract must do so in writing and in compliance with Public Contract Code section 3400. All requests must comply with the following:
- a. District must receive any notice of request for substitution of a specified item a minimum of **TEN (10)** calendar days prior to bid opening. The Successful Bidder will not be allowed to substitute specified items unless properly noticed.
 - b. Within 35 days after the date of the Notice of Award, the Successful Bidder shall submit data substantiating the request(s) for all substitution(s) containing sufficient information to assess acceptability of product or system and impact on Project, including, without limitation, the requirements specified in the Special Conditions and the Specifications. Insufficient information shall be grounds for rejection of substitution.
 - c. Approved substitutions, if any, shall be listed in Addenda. District reserves the right not to act upon submittals of substitutions until after bid opening.
 - d. Substitutions may be requested after Contract has been awarded only if indicated in and in accordance with requirements specified in the Special Conditions and the Specifications.
- G. SUBCONTRACTORS.** All of the listed subcontractors are required to be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code.
- a. An inadvertent error in listing the California contractor license number on the Designated Subcontractors List shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the correct contractor's license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.
 - b. An inadvertent error listing an unregistered subcontractor shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive provided that any of the following apply:
 - (1) The subcontractor is registered prior to the bid opening.
 - (2) The subcontractor is registered and has paid the penalty registration fee within 24 hours after the bid opening.
 - (3) The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
- H. RESPONSIBILITY OF BIDDER.** Prior to the award of Contract, District reserves the right to consider the responsibility of the Bidder. District may conduct investigations as District deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction within the prescribed time.
- I. WITHDRAWAL OF BIDS.** No bidder may withdraw its bid for a period of sixty (60) days after the date set for the opening of bids.
- J. DETERMINATION OF CONTRACT AWARD.** The contract shall be awarded to the responsible proposer complying with these instructions. The District reserves the right to reject any and all proposals and to waive any informality or irregularity in proposals received. The award, if made, will be made within ten

(10) calendar days after the opening of the proposals.

- K. SUPERVISION.** The General Contractor and all subcontractors engaged by the general contractor will be required to designate one responsible on-site person with authority to receive directions and issue instructions for the orderly prosecution of the work.
- L. PAYMENT AND PERFORMANCE BOND.** The successful bidder will be required to furnish the District with a Performance Bond equal to one hundred percent (100%) of the successful bid, and a Payment Bond equal to one hundred percent (100%) of the successful bid, prior to execution of the Contract. All bonds are to be secured from a surety company that meets all of the State of California bonding requirements, as defined in Code of Civil Procedure section 995.120, and is authorized by the State of California, and all documents required by Code of Civil Procedure section 995.660, to the extent required by law.
- a. Substitution of Securities.** Pursuant to the provisions of Public Contract Code section 22300, the successful bidder may substitute certain securities for funds withheld by the District to ensure his performance under the Contract. At the request and expense of the successful bidder, securities equivalent to any amount withheld shall be deposited at the discretion of the District, with either District or a state or federally chartered bank, as the escrow agent, who shall pay any funds otherwise subject to retention to the successful bidder. Upon satisfactory completion of the Contract, the securities shall be returned to the successful bidder.
- M. Performance Bond as Liquidated Damages.** If the successful bidder fails or neglects to enter into Contract and submit required bonds, insurance certificates, and all other required documents, within **SEVEN (7)** calendar days after the date of the Notice of Award, District may deposit Bid Bond, cash, cashier's check, or certified check for collection, and proceeds thereof may be retained by District as liquidated damages for failure of bidder to enter into the contract, in the sole discretion of District. It is agreed that calculation of damages District may suffer as a result of bidder's failure to enter into the contract would be extremely difficult and impractical to determine and that the amount of the bidder's required bid security shall be the agreed and conclusively presumed amount of damages.
- N. DIR AND LABOR COMPLIANCE.**
- a. DIR Registered Contractor Status.** In addition to other requirements in this bid package relating to Bidder qualifications, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work unless currently registered and qualified to perform public work pursuant to Labor code 1725.5. Bidders must be registered with the DIR at the time of bid opening, or the bid will be rejected as non-responsive.
- All Subcontractors listed in the Bidder's Bid also must be registered with the DIR at the time of bid submission. Bidders must include listed subcontractors' DIR registration number with the bid, or if the listed subcontractor's DIR registration number is not known at time of bid submittal, then the subcontractor's DIR registration number may be submitted to the District within twenty-four hours (24) of bid opening.
- b.** This contract will be monitored by the California Department of Industrial Relations to ensure compliance with prevailing wage requirements. All contractors, subcontractors, bidders and laborers performing work on the Project are required to comply with the applicable Labor Code requirements (labor Code 1725.5 and 1771.4 respectively)
- c. Prevailing Wage Requirement.** The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract which will be awarded to the successful bidder, copies of which are available online at <http://www.dir.ca.gov/dlsr>. A copy of these rates shall be posted by the successful bidder at the job site. The successful bidder, and all subcontractor(s) under him, shall comply with all applicable Labor Code provisions, which include but are not limited to the payment of not less than the required prevailing rates to all

workers employed by them in the execution of the Contract, the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors.

- O. . INSURANCE REQUIREMENTS.** The Contractor shall maintain adequate insurance to protect him/herself and the District from claims for damages or personal injury, including death, damage to property and loss of property, and from claims under Worker's Compensation Acts, which may arise from operations under a contract with the District. The Contractor shall maintain current insurance documents, for all the coverages listed on the Contract for Labor and Materials, on file at the District during the term of any contract with the District. Should any of the insurance policies be canceled prior to their expiration dates, the issuing company shall mail 30 days written notice of cancellation to the District.
- P. EQUAL OPPORTUNITY.** It is the policy of the District that no qualified person shall be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract, based on race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition or disability. The Successful Bidder and its subcontractors shall comply with applicable federal and state laws, including, but not limited to the California Fair Employment and Housing Act, beginning with Government Code section 12900, and Labor Code section 1735.
- Q. BID PROTESTS.** Any Bid protest by any Bidder regarding any other Bid must be submitted in writing to the District, before 5:00 p.m. of the **THIRD (3rd)** business day following Bid opening.
- a. Only a Bidder who has actually submitted a Bid, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a Bid protest. Subcontractors are not eligible to submit Bid protests. A Bidder may not rely on the bid protest submitted by another Bidder.
 - b. A Bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the Bid protest deadline will not be considered.
 - c. The protest must refer to the specific portions of all documents that form the basis for the protest.
 - (1) Without limitation to any other basis for protest, an inadvertent error in listing the California contractor's license number on the Designated Subcontractors List shall not be grounds for filing a Bid protest or grounds for considering the Bid nonresponsive if the correct contractor's license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.
 - (2) Without limitation to any other basis for protest, an inadvertent error listing an unregistered subcontractor shall not be grounds for filing a Bid protest or grounds for considering the bid nonresponsive provided that any of the following apply:
 - (i) The Subcontractor is registered prior to the Bid opening.
 - (ii) The Subcontractor is registered and has paid the penalty registration fee within 24 hours after the Bid opening.
 - (iii) The subcontractor is replaced by another registered Subcontractor pursuant to Public Contract Code section 4107.
 - d. The protest must include the name, address and telephone number of the person representing the protesting party.
 - e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected

by the outcome of the protest. Such parties shall include all other Bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

- f. The procedure and time limits set forth in this paragraph are mandatory and are each Bidder's sole and exclusive remedy in the event of Bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings.

[END OF SECTION]

PROJECT SCOPE

A. PROJECT DESCRIPTION:

B.

SUMMARY. The Coalinga Child Development Center has three (3) areas outlined in Attachment A Map of Premises and defined as Main Playground, Toddler Playground, Infant Playground. These areas include poured-in-place (“PIP”) safety surface which need repair and/or replacement as defined in the scope.

INTENT. Requirements in the Project Scope (“Work”) serve as a direction to the Contractor for the Child Development Center Playground Safety Surface.

C. TIME OF PERFORMANCE:

- a. Work under this contract shall be scheduled and coordinated in compliance with the following:
 - i. The anticipated date of award, if one is made, is March 24, 2026.
 - ii. Contractor shall complete all work and obtain all jurisdictional authorities’ approval necessary to permit staff occupancy of all buildings for fixturing and outfitting no later than five (5) calendar days from anticipated start date of March 30, 2026.

D. WORK SEQUENCE

- a. Schedule building shutdown with M&O Director. All work to each building to be performed as scheduled so as not to interrupt any instruction.
- b. The Work will be conducted in one (1) phase(s) to provide the least possible interference to the activities of the District’s personnel and to permit an orderly transfer of personnel and equipment to the new facilities
- c. The Work will be conducted the week of March 30, 2026 – April 3, 2026.
 - i. No work shall take place outside of the hours between 6am and 6pm PT unless the M&O Director has given approval.
- d. Contractor may request weekend access if so desired. It is at the M&O Director’s discretion to approve or deny the request.

E. CONTRACT USE OF PREMISES

- a. Confine operations to areas designated in Contract documents. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.
- b. Keep driveways and entrances serving the premises clear and available to the District and the District’s employees at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.
- c. Use of the Existing Building. Maintain the existing building in a weather tight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period.

F. OWNER OCCUPANCY

- a. Full Owner Occupancy: The District will occupy the site and existing building during the entire construction period. Contractor is expected to cooperate with the District during construction operations to minimize conflicts and to perform the Work so as not to interfere with the District’s operations.

G. GENERAL SCOPE OF WORK

- a. Contractor to inspect project site and inspect existing conditions/utilities
- b. Scheduling of work to be coordinated with the M&O Director
- c. Provide all necessary labor, tools and equipment to complete work within the contract time frame.
- d. Contractor to inform District one (1) week before work is completed to schedule testing and inspection.
- e. Work areas shall be clean/cleared on a daily basis. All construction debris to be removed from site upon completion of Work by the Contractor.
- f. A complete detailed base manufacturer warranty along with all other warranties that apply will be provided to the District in writing.

H. SCOPE OF WORK

The surfaces shall be poured-in-place and troweled to provide a resilient, seamless rubber surface. The surface shall meet or exceed all requirements set forth in the Americans with Disabilities Act (ADA), American Standard Testing Methods (ASTM), and Consumer Products Safety Commission (CPSC) for surfaces under

and around playground equipment. Poured-in-Place (“PIP”) surface shall only be installed by the manufacturer or its certified installers.

After installation, Contractor shall fence off the areas until the appropriate cure time has passed.

MAIN PLAYGROUND

- a. Remove and export existing safety surfacing.
- b. Prepare the site to manufacturer specifications including any necessary grading to ensure proper drainage.
- c. Provide and install uniform thickness PIP safety surface at the manufacturer’s specified depth for a minimum 6 ft. fall height.

TODDLER PLAYGROUND

- a. Remove bad sections of old existing pour in place material and patch area.
- b. Provide and install cap of PIP safety surfacing directly over the existing surface at the manufacturer’s specified depth for a minimum 4 ft. fall height.
- c. The cap shall provide a smooth and even surface, free of tripping hazards, and with consideration of grading to ensure to proper drainage.
- d. Edges to be cut back and tapered in to maintain a smooth trip-free transition at access points.

INFANT PLAYGROUND

- a. Remove bad sections of old existing pour in place material and patch area.
- b. Provide and install cap of PIP safety surfacing directly over the existing surface at the manufacturer’s specified depth for a minimum 4 ft. fall height.
- c. The cap shall provide a smooth and even surface, free of tripping hazards, and with consideration of grading to ensure to proper drainage.
- d. Edges to be cut back and tapered in to maintain a smooth trip-free transition at access points.

I. CONTRACTOR PROVISIONS

- a. The Contractor shall supply everything necessary for the execution and completion of the Work including Site preparation and installation performance shall be in accordance with all building codes and standards.

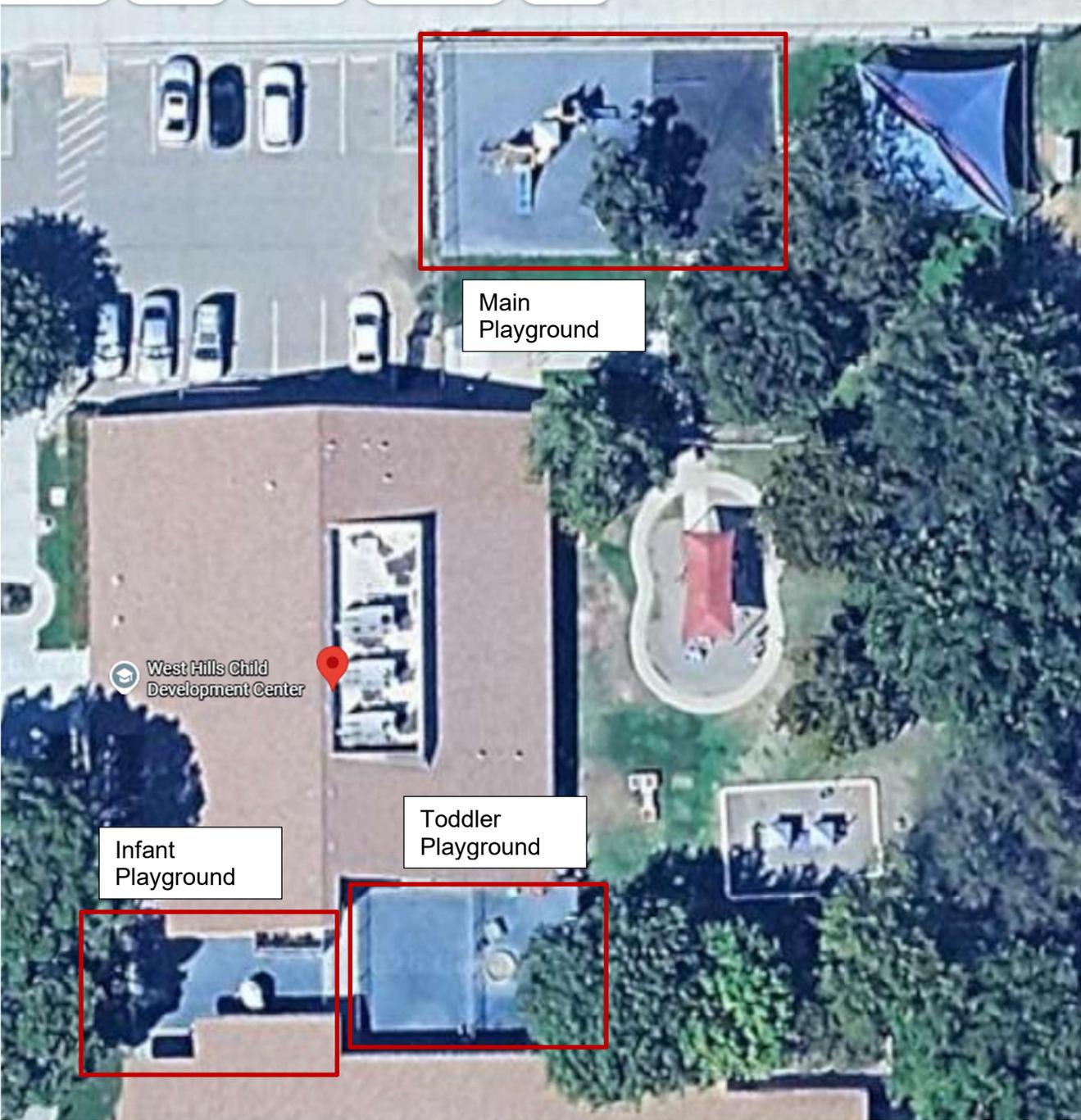
J. SITE PREPARATION AND CLEAN UP

- a. The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the Site any trash, tools, scaffolding, equipment, and materials that are not the property of the District. Unsightly materials and debris including excess soil, garbage, and equipment should be removed as required; while materials should be schedule for delivery only as required for immediate use.

LIST OF ATTACHMENTS

ATTACHMENT A: Map of Premises

ATTACHMENT A: MAP OF PREMISES



BID PROPOSAL

TO: **WEST HILLS COMMUNITY COLLEGE DISTRICT**, a California community college district, acting by and through its Board of Trustees (“the District”).

FROM:

| | |
|-----------------------------------|---|
| Bidder Name: _____ | Bidder Representative for Project: _____ |
| Address: _____ _____ | Bidder Representative Contact Information: Phone: _____ Email: _____ |

1 Bid Proposal

1.1 Bid Proposal Amount. The undersigned Bidder proposes and agrees to perform the Contract including, without limitation, providing and furnishing any and all of the labor, materials, tools, equipment and services necessary to perform the Contract and complete in a workmanlike manner all of the work required for the Project described as: **Child Development Center Playground Safety Surface** for the sum of _____ Dollars (\$ _____).

2 Acknowledgment of Bid Addenda. The Bidder confirms that this Bid Proposal incorporates and is inclusive of, all items or other matters contained in Bid Addenda issued by or on behalf of the District. _____ **Addenda Nos.** _____ received, acknowledged (initial) and incorporated into this Bid Proposal.

3 Documents Accompanying Bid. The Bidder has submitted with this Bid Proposal all of the documents required by Paragraph 7 of the Notice Calling for Informal Bids. The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Notice of Informal Bidding and Bidding Information and in each of the foregoing documents, the Bid Proposal may be rejected as non-responsive.

4 Award of Contract. If the Bidder submitting this Bid Proposal is awarded the Contract, the Bidder must execute and deliver to the District all of the following in the form attached hereto within five (5) calendar days after notification of award of the Contract: (i) Contract for Labor and Materials; (ii) Certificates of Insurance evidencing all insurance coverages required under the Contract Documents; (iii) the Performance Bond; and (iv) the Labor and Material Payment Bond. Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the District's rescission of the award of the Contract and/or forfeiture of the Bidder's Bid Security.

5 Contractor's License. The Bidder is currently a licensed California Contractor in the following classification(s) _____ under License Number(s) _____, with expiration date(s) of _____.

6 Acknowledgment and Confirmation. The undersigned Bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents.

By: _____
(Signature)

Title: _____

(Typed or Printed Name)

Date: _____

SUBCONTRACTORS LIST

Bidder: _____

Telephone: _____

Address: _____

Email Address: _____

Bidder's Authorized Representative(s): _____

PROJECT: Child Development Center Playground Safety Surface

Bidder acknowledges and agrees that it must clearly set forth below the name, location and California contractor license number of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work or who will specially fabricate and install a portion of the Work according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent (0.5%) of Bidder's total Base Bid and the kind of Work that each will perform. Vendors or suppliers of materials only do not need to be listed.

Bidder acknowledges and agrees that, if Bidder fails to list as to any portion of Work, or if Bidder lists more than one subcontractor to perform the same portion of Work, Bidder must perform that portion itself or be subjected to penalty under applicable law. In case more than one subcontractor is named for the same kind of Work, Bidder must state the portion of the kind of Work that each subcontractor will perform.

If alternate bid(s) is/are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the Base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (0.5%) of Bidder's total Base Bid plus alternate(s).

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below, which will be made a part of this document.

Check box if not applicable:

| NAME OF SUBCONTRACTOR | BUSINESS LOCATION/ ADDRESS OF SUBCONTRACTOR | TRADE OR PORTION OF THE WORK | SUBCONTRACTOR CONTRACTORS' LICENSE NUMBER AND CLASSIFICATION(S) |
|-----------------------|---|------------------------------|---|
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Date: _____
Proper Name of Bidder: _____
Signature: _____
Print Name: _____
Title: _____

DIR REGISTRATION VERIFICATION

I am the _____ of _____ (“Bidder”)
(Title/Position) (Bidder Name)

submitting the accompanying Bid Proposal for the Work described as **Child Development Center Playground Safety Surface**.

1. The Bidder is currently registered as a contractor with the Department of Industrial Relations (“DIR”).
2. The Bidder’s DIR Registration Number is: _____. The expiration date of the Bidder’s DIR Registration is June 30, 20____.
3. If the Bidder is awarded the Contract for the Work and the expiration date of the Bidder’s DIR Registration will occur: (i) prior to expiration of the Contract Time for the Work; or (ii) prior to the Bidder completing all obligations under the Contract for the Work, the Bidder will take all measures necessary to renew the Bidder’s DIR Registration so that there is no lapse in the Bidder’s DIR Registration while performing Work under the Contract.
4. The Bidder, if awarded the Contract for the Work will remain a DIR registered contractor for the entire duration of the Work.
5. The Bidder has independently verified that each Subcontractor identified in the Subcontractors List submitted with the Bid Proposal of the Bidder is currently a DIR registered contractor.
6. The Bidder’s solicitation of subcontractor bids included notice to prospective subcontractors that: (i) all sub-tier subcontractors must be DIR registered contractors at all times during performance of the Work; and (ii) prospective subcontractors may only solicit sub-bids from and contract with lower-tier subcontractors who are DIR registered contractors.
7. If any of the statements herein are false or omit material facts rendering a statement to be false or misleading, the Bidder’s Bid Proposal is subject to rejection for non-responsiveness.

I have personal firsthand knowledge of all the foregoing. I declare under penalty of perjury under California law that the foregoing is true and correct.

Executed this ____ day of _____, 20____ at _____
(City and State)

(Signature)

(Name, typed or printed)

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA
COUNTY OF _____

I, _____, being first duly sworn, deposes and says
(Typed or Printed Name)
that I am the _____ of _____,
(Title) (Bidder Name)

the party submitting the foregoing Bid Proposal ("the Bidder"). In connection with the foregoing Bid Proposal, the undersigned declares, states and certifies that:

1. The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Bid Proposal is genuine and not collusive or sham.
3. The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.
4. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other Bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the Bid Proposal and related documents are true.
6. The Bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this ____ day of _____, 20__ at _____.
(City, County and State)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I have the legal authority to make this declaration on behalf of the Bidder if it is an organized legal entity

Signature

Name Printed or Typed

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

I, _____ the _____ of
(Name) (Title)

_____, declare, state and certify that:
(Contractor Name)

1. I am aware that California Labor Code §3700 provides:
"Every employer except the state shall secure the payment of compensation in one or more of the following ways:
(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

2. Pursuant to Labor Code section 1861, I certify that I am aware that the provisions of California Labor Code §3700 require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this Contract.

By: _____
(Signature)

(Typed or printed name)

DRUG-FREE WORKPLACE CERTIFICATION

I, _____, am the _____ of
(Print Name) (Title)

_____. I declare, state and certify to all of the following:
(Contractor Name)

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor’s workplace and specifying actions which will be taken against employees for violation of the prohibition;
 - b. Establishing a drug-free awareness program to inform employees about all of the following:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) Contractor’s policy of maintaining a drug-free workplace;
 - (iii) The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations;
 - c. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (a), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
3. I agree to fulfill and discharge all of the obligations under the terms and requirements of California Government Code §8355 by publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
4. I understand that if the District determines that I have either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
5. I acknowledge that I am aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct. Executed at _____ this ____ day of _____, 20_____.

(Signature)

(Handwritten or Typed Name)