

# WEED ABATEMENT CONTRACTOR, PROJECT BM21-042

---



City of Victorville  
14343 Civic Drive  
P.O. Box 5001  
Victorville, CA 92393-5001

DATE: October 5, 2020  
TO: (Potential Bidder)  
FROM: Bruce Miller, Buyer  
Phone (760) 955-5085, Fax (760) 269-0045, email: [bmiller@victorvilleca.gov](mailto:bmiller@victorvilleca.gov)

**QUOTE DUE TIME AND DATE: Thursday, October 15, 2020 @2:30 P.M. PST**

## **PROJECT NAME:**

**WEED ABATEMENT CONTRACTOR, PROJECT BM21-042**

## **PROJECT DESCRIPTION**

Upon notice from the Code Compliance Division, the designated contractor will perform weed abatement actions in undeveloped vacant lots to clear noxious dry brush and remove additional debris items. The city is looking to award this as a contract ending June 30, 2021 with four (4) each one-year renewal periods, based on performance.

## **HOW TO RESPOND**

Respond by mail, by email (send to [bmiller@victorvilleca.gov](mailto:bmiller@victorvilleca.gov)), by fax ((760) 269-0045), or in person (Victorville City Hall, Finance Department, 14343 Civic Dr., Victorville, CA 92392). Original documents will be requested from the awarded Service Provider. There will be no public opening of bids received.

## **INQUIRIES**

Questions and inquiries must be submitted in writing by 12:00 p.m. PST on Tuesday, October 13, 2020.

## **I. CONSTRUCTION INSURANCE:**

During the term of the Agreement, the Contractor shall procure and maintain, for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work here under by the Contractor, their agents, representatives, employees or subcontractors.

### Minimum Scope of Insurance

#### **COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY INSURANCE**

Contractor shall be required to procure and maintain at its own expense, commercial general liability insurance, of not less than One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury, death, loss, or damage resulting from the wrongful or negligent acts by the Contractor or its officers, employees, servants, volunteers, and agents and independent contractors.

Contractor shall further be required to procure and maintain, at its own expense, during the Term of this Agreement, commercial vehicle liability insurance covering personal injury and property damage, of not less than One Million Dollars (\$1,000,000) Combined Single Limit, covering any

vehicle(s) utilized by Contractor or its officers, employees, servants, volunteers, or agents and independent contractors in performing the services required by this Agreement.

### **COURSE OF CONSTRUCTION/INLAND MARINE INSURANCE**

Contractor, and or any of its subcontractors, suppliers, vendors, employees, or person whom it performing any work under this agreement shall be required to purchase, and maintain insurance to the full contract and insurable value thereof commonly referred to as a Course of Construction, Builders' Risk, or an Inland Marine policy that offers "Installation" coverage for all materials, supplies, equipment, and property obtained by, or for Contractor, which is to become part of the work while such equipment and property is stored at the jobsite, at temporary locations, or while in transit to the project from such temporary locations. **Contractor, and or any of its subcontractors, suppliers, vendors, employees, or person whom is performing any work under this agreement shall** also be responsible for insuring their owned, leased, rented, or borrowed equipment. Insurance should also include a Loss Payee, and a Waiver of Subrogation Endorsement(s) in favor of the City of Victorville.

### **ADDITIONAL INSURED**

Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the protection offered by all policies, except for Workers' Compensation coverage, shall bear an endorsement whereby it is provided that, the City and its officers, employees, servants, volunteers, and agents and independent contractors, including, without limitation, the City Attorney, are named as Additional Insureds.

### **WAIVER OF SUBROGATION RIGHTS**

Contractor shall require the carriers of all required insurance policies to waive all rights of subrogation against the City and its officers, volunteers, employees, contractors, and subcontractors. Each policy of insurance shall be endorsed to reflect such waiver.

### **WORKERS' COMPENSATION INSURANCE**

Contractor shall procure and maintain, at its own expense, during the Term of this Agreement, workers' compensation insurance, providing coverage as required by the California State Workers' Compensation Law. If any class of employees employed by Contractor is not protected by the California State Workers' Compensation Law, Contractor shall provide adequate insurance for the protection of such employees to the satisfaction of the City.

In conformance with current statutory requirements of Section 1860 et seq., of the Labor Code of the State of California, the undersigned confirms the following as their certification:

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the work of this Agreement.

### **PROOF OF INSURANCE COVERAGE; REQUIRED PRIOR TO COMMENCEMENT OF SERVICES**

a. Contractor shall secure from a good and responsible company or companies authorized to do insurance business in the State of California the policies of insurance required by this Agreement and furnish to the City Clerk certificates of said insurance at least one (1) day prior to the commencement of any services to be performed under this Agreement.

b. The certificates of insurance shall bear an endorsement whereby it is provided that, in the event of cancellation or amendment of any required insurance policy for any reason

whatsoever, the City shall be notified by mail, postage prepaid, not less than thirty (30) days before the cancellation or amendment is effective. In the case of non-payment, ten (10) days' advance written notice shall be given.

c. The certificates of insurance shall bear an endorsement whereby it is provided that the respective insurance policy shall not be terminated or expire without first providing thirty (30) days written notice to the City of such termination or expiration.

d. The certificates of insurance shall indicate that the respective insurance policy will be maintained throughout the Term of this Agreement.

e. The Commercial General Liability and vehicle liability policies shall be endorsed to contain the following provision: "For any claims related to this Agreement, Contractor's service coverage shall be primary with respect to the City. Any insurance maintained by the City shall be in excess of Contractor's insurance and shall not contribute to it.

Contractor shall review the sample agreement, attached hereto, for additional required insurance criteria.

**II. PAYMENT:** Upon approval by the Building and Fire Official, or the designee, of the Service Provider's estimate of work completed, City of Victorville will make a payment to the Service Provider after inspection and job acceptance.

**The City of Victorville shall make payments on any invoice request submitted by the Service Provider. The payment request shall not be deemed properly completed unless, certified payrolls or proof of payroll submissions have been reviewed and completed.**

**III. CONTRACTOR'S LICENSE:** All contractors shall be licensed in accordance with the laws of State of California, must hold a valid **CLASS A, CLASS B, C-27** (Landscaping) or **D-63** (Clean-up) license; any contractor not so licensed shall be subject to penalties imposed by such laws. Contractor shall possess the appropriate license at the time his/her Bid Proposal is submitted.

**IV. PREVAILING WAGES:**

In accordance with the provisions of California Labor Code Sections 1720, 1770-1776, 1810, 1813, and 1815, as amended, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with the standards set forth in Labor Code Section 1773 for the locality in which the Work is to be performed. It shall be mandatory upon the Contractor to whom the Work is awarded and upon any subcontractor under the Contractor to pay not less than said specified rates to all workers employed by them in the execution of the Work, and shall post a copy of said wage rates at the project site.

The contractor and all subcontractors shall comply with **all** State laws, regulations, and guidelines required in the performance of the contract. Copies of the updated Wage Determination rates are available to any interested party, by visiting [www.dir.ca.gov](http://www.dir.ca.gov) for State of California. Additionally, copies of the State prevailing rate of per diem wages rates are on file at the City of Victorville Finance Division and shall be made available for review to any interested party on request.

**Contractor shall be solely responsible for using the correct wage decision and performing accordingly. An error on the part of any awarding body does not relieve the Contractor from the responsibility for payment of the correct State prevailing wage and compliance with the maintenance and inspection of payroll records, posting of prevailing wage rates at work**

site, employment of apprentices, and other requirements of California Labor Code (1720, 1770-1776, 1810, 1813, and 1815, as amended), California Code of Regulations, Title 8, Section 16000 *et seq.*; and all other applicable State labor laws. Contractor further acknowledges and agrees that it will be independently responsible for reviewing the applicable laws and regulations and effectuating compliance with those laws. Contractor will require the same of all its subcontractors.

#### **V. ELECTRONIC CERTIFIED PAYROLL REPORTING (eCPR):**

1. Contractors and subcontractors on all public works projects awarded on or after April 1, 2015, must use this system to furnish certified payroll records (CPRs) to the Labor Commissioner. Contractors and subcontractors who have been submitting PDF copies of their CPRs for earlier projects must also begin using the new system. For more information, please go to [www.dir.gov](http://www.dir.gov) under Labor Law Public Works. A CERTIFIED PAYROLL is required with each invoice to the Development Department.
  
2. Contractors who work exclusively on small public work projects are not required to register as a public works contractor or file electronic certified reports for those projects. Contractors are still required to maintain certified payroll records on a continuous basis and provide them to the Labor Commissioner's Office upon request. Additionally, awarding agencies are not required to submit the notice of contract award through DIR's PWC-100 system on projects that fall within the small project exemption. The small project exemption applies for all public works projects that do not exceed:
  - \$25,000 for new construction, alteration, installation, demolition, or repair
  - \$15,000 for maintenance

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR). Confirmation of certified payroll submittal to the Department of Industrial Relations (DIR) is required with each invoice to the City. Payment of the invoice may be delayed when proof of certified payroll submittal is not included with the Contractor's invoice.

#### **VI. PROHIBITED INTEREST**

No member, officer, or employee of the City of Victorville engaged in the selection, award, or administration of this Contract shall have any prohibited conflict of interest, whether real or apparent, in this Contract or the proceeds thereof.

Furthermore, the parties hereto covenant and agree that to their knowledge no member, officer, or employee of the City has any interest, whether contractual, non-contractual, financial, or otherwise, in this transaction or in the business of the contracting party other than the City, and if any such interest comes to the knowledge of either party at any time, a full and complete disclosure of such information will be made, in writing, to the other party or parties; even if such interest would not be considered conflict of interest under Article 4 (commencing with Section 1090) or Article 1 (commencing with Section 87100) of Chapter 7 of Title 9 of the Government Code of the State of California.

**VII. DISPUTES:** Except for such claims as defined in and covered by California Public Contract Code section 9204 any controversy or claim arising out of or relating to the provisions of any Construction Contract awarded for this project, or the breach thereof shall be settled by arbitration, in accordance with the Rules of the American Arbitration Association, unless the parties agree, in writing, to some other form of alternative dispute resolution.

**VIII. TERMINATION FOR CONVENIENCE:** City of Victorville may, by written notice, terminate this contract in whole or in part, when deemed in City of Victorville's interest. Upon termination of this contract, City of Victorville shall only be liable for payment under the payment provisions of this contract for services rendered or supplies furnished prior to the effective date of termination.

**IX. TERMINATION FOR DEFAULT:** City of Victorville, may, by written notice of default to the Service Provider, terminate this contract in whole or in part if the Service Provider fails to:

1. Deliver the supplies or to perform the services within the time specified in this contract or any extension; or
2. Make progress, to endanger performance of this contract; or
3. Perform any of the other provisions of this contract.

**X. AWARD OF CONTRACT:** The City of Victorville reserves the right to reject any and all bids and waive any irregularities or informalities in any bid or in the bidding. The City of Victorville further reserves the right to award the Contract to other than the lowest bidder if such action is deemed to be in the best interest of the City. The award of the contract, if awarded, will be made within ninety (90) calendar days after opening of the Bid Proposals. The Service Provider's signature on the Proposal form shall constitute a commitment on the part of the bidder to furnish the equipment as set forth in the Bid Proposal form, Notice Inviting Bids, Instructions to Bidders and the Special Provisions. The bidder to whom the contract is awarded shall be notified upon approval of the Contract by the City Council. The Notice Inviting Bids, Instructions to Bidders, Proposal, Bid Proposal form, Special Provisions, City of Victorville Standard Specifications for Public Improvements, Greenbook Standard Specifications for Public Work Construction and Standard Plans of the State of California Department of Transportation 2006 edition including all addendums, together with any plans and/or attachments, shall be considered as part of the Contract between the City and the Service Provider to whom a Purchase Order is issued.

CITY OF VICTORVILLE  
**WEED ABATEMENT CONTRACTOR, PROJECT BM21-042**  
**SUBMISSION CERTIFICATION**

I hereby submit to the City of Victorville the following bid proposal for work outlined in plans and specifications entitled "**WEED ABATEMENT CONTRACTOR, PROJECT BM21-042**" All of the following documents (check below) are completed, fully executed, and included in my bid as required in the bid document:

- \_\_\_\_\_ Submission Certification
- \_\_\_\_\_ Quote Proposal Form
- \_\_\_\_\_ Signature Authorization
- \_\_\_\_\_ Proposer Identification
- \_\_\_\_\_ References
- \_\_\_\_\_ Questionnaire
- \_\_\_\_\_ Non-Collusion Declaration
- \_\_\_\_\_ Workers Compensation
- \_\_\_\_\_ Senate Bill 854 Certification
- \_\_\_\_\_ Debarred Certification Acknowledgement
- \_\_\_\_\_ Acknowledgement Pages for all Bid Addenda

My signature on this Submission Certification is affirmation that all items listed above are fully completed and executed and are hereby submitted with the Fee Proposal Schedule as required. I understand that failure to complete and/or submit any of the required documents may be cause for rejection of my bid proposal.

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date Signed

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

CITY OF VICTORVILLE  
**WEED ABATEMENT CONTRACTOR, PROJECT BM21-042**  
**QUOTE PROPOSAL FORM**

The undersigned declares he has carefully examined the location of the proposed work, the specifications, and Contract Documents; and being familiar with all of the conditions surrounding the work, hereby proposes to complete all the work. All applicable taxes and discounts should be included. All of the aforementioned shall be done in accordance with said Contract Documents, and the most current specification editions, including all amendments.

Item #	Description	Total Amount
1	<p><b>SCOPE:</b></p> <ul style="list-style-type: none"> <li>A. Abatement of dry noxious weeds from vacant undeveloped parcels consisting of tumble weeds, dry grasses over 4 inches in height and combustible rubbish.</li> <li>B. Native vegetation including Joshua trees and chaparral and shall not be removed.</li> <li>C. If the Contractor mobilizes to the parcel to be abated after a notice to proceed is issued by the City of Victorville Code Compliance Division and the weeds at the subject parcel are found to have been cleared or, the owner is found to be performing the abatement work, the Contractor shall charge the City for the incurred mobilization costs.</li> <li>D. Waste tires shall be piled near the closet access point of the vacant lot for collection and disposal by City staff.</li> <li>E. Trash and large debris items (excluding asphalt, concrete or other heavy construction materials): the Code Enforcement Officer shall identify debris that is located on the subject parcel. Upon submitting a request to abate the weeds on the subject parcel, the Code Enforcement Officer shall request an estimate from the Contractor for the removal and disposal of the identified trash/debris. Trash/debris shall be removed and discarded appropriately by the Contractor only after written approval has been provided by the Code Compliance Division.</li> <li>F. Concrete, asphalt or other heavy construction materials shall not be collected or discarded by the Contractor without written approval by the Code Compliance Division.</li> <li>G. If abatement will be conducted within parcel that are continuous, mobilization costs shall only be charged once.</li> <li>H. Contractor shall perform the abatement work ordered by the Code Compliance Division within 72 hours of notification.</li> </ul>	
2	<b>BID:</b>	\$ _____

	<p>1. Mobilization cost - provide your minimum cost related to the movement of equipment and personnel to the parcel to be abated.</p> <p>2. Cost per quarter acre or less (.01 - .25 acre) - provide your total cost for the abatement of dry weeds per 1/4 acre or less. Cost should include all costs related to the abatement of dry weeds and tumbleweeds including equipment use, disposal cost, personnel cost, fuel and administrative cost. Cost shall not include the collection and disposal of trash and debris.</p>	<p>\$ _____</p> <p>\$ _____</p>
		<p>TOTAL \$ _____</p>

Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E-mail \_\_\_\_\_

Payment Terms: \_\_\_\_\_ FID# \_\_\_\_\_

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

Name Printed: \_\_\_\_\_ Title: \_\_\_\_\_

CITY OF VICTORVILLE  
WEED ABATEMENT CONTRACTOR, PROJECT BM21-042  
**SIGNATURE AUTHORIZATION**

Proposer/Bidder: \_\_\_\_\_

- A. I hereby certify that I have the authority to offer this proposal/bid to City of Victorville for the above listed individual or company. I certify that I have the authority to bind myself/this company in a contract should I be successful in my proposal/bid.

\_\_\_\_\_  
SIGNATURE

- B. The following information relates to the legal Service Provider listed above, whether an individual or a company. Place check marks as appropriate:

1. If successful, the contract language should refer to me as:

- An Individual  
 A Partnership, Partners' names:  
 A Company  
 A Corporation

2. My tax identification number is \_\_\_\_\_  
*(For individuals, this number is usually the Social Security Number)*

3.  I am a certified small business and Small Business Preference is applicable to this proposal/bid. A copy of my certification from the Office of Small and Minority Business is attached.

I have recently filed for Small Business Preference but have not yet received certification.

I am not a Small Business.

4.  My business is owned by a minority whose ethnicity is: \_\_\_\_\_

My business is owned by a woman.

My business is owned by a disabled veteran.

CITY OF VICTORVILLE  
WEED ABATEMENT CONTRACTOR, PROJECT BM21-042  
**PROPOSER IDENTIFICATION**

1. Legal name of Proposer: \_\_\_\_\_
2. Street Address: \_\_\_\_\_
3. Mailing Address: \_\_\_\_\_
4. Business Telephone: \_\_\_\_\_
5. Facsimile Telephone: \_\_\_\_\_
6. Email Address: \_\_\_\_\_
7. Type of Business: \_\_\_\_\_  
 Sole Proprietor    Partnership    Corporation   Other: \_\_\_\_\_  
If corporation, indicate State where incorporated: \_\_\_\_\_
8. Business License number issued by the City where the Proposer's principal place of business is located:  
Number: \_\_\_\_\_ Issuing City: \_\_\_\_\_
9. Service Providers License number and expiration date.  
Number: \_\_\_\_\_ Expiration date: \_\_\_\_\_
10. Federal Tax Identification Number: \_\_\_\_\_
11. Proposer's Project Manager: \_\_\_\_\_

CITY OF VICTORVILLE  
**WEED ABATEMENT CONTRACTOR, PROJECT BM21-042**  
**REFERENCES**

Bidder: \_\_\_\_\_

LIST FOUR REFERENCES YOU HAVE DONE BUSINESS WITH WITHIN THE LAST THREE YEARS – PREFERABLY PUBLIC AGENCIES		
1.	Name of Agency	
	Address	
	Contact Person Name:	
	Contact Person Phone:	
	<b>Email Address:</b>	
2.	Name of Agency	
	Address	
	Contact Person Name:	
	Contact Person Phone:	
	<b>Email Address:</b>	
3.	Name of Agency	
	Address	
	Contact Person Name:	
	Contact Person Phone:	
	<b>Email Address:</b>	
4	Name of Agency	
	Address	
	Contact Person Name:	
	Contact Person Phone:	
	<b>Email Address:</b>	

CITY OF VICTORVILLE  
WEED ABATEMENT CONTRACTOR, PROJECT BM21-042  
**QUESTIONNAIRE**

In accordance with Government code Section 14310.5, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_ No \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space:

NOTE: This questionnaire constitutes a part of the Proposal and signature on the signature portion of this Proposal shall constitute signature of this questionnaire.

CITY OF VICTORVILLE  
WEED ABATEMENT CONTRACTOR, PROJECT BM21-042

**NON-COLLUSION DECLARATION**  
**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**  
**(Public Contract Code Section 7106)**

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].

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

CITY OF VICTORVILLE  
WEED ABATEMENT CONTRACTOR, PROJECT BM21-042

**WORKERS' COMPENSATION**

The Proposer shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and on behalf of my firm, I will comply with such provisions before commencing the performance of the services of any contract entered into.

_____ Signature	_____ Company Name
_____ Printed Name	_____ Business License Number
_____ Title	_____ Date

CITY OF VICTORVILLE  
WEED ABATEMENT CONTRACTOR, PROJECT BM21-042

**SENATE BILL 854 CERTIFICATION**

(<http://www.dir.ca.gov/Public-Works/PublicWorks.html>)

Senate Bill 854 signed into law on June 20, 2014, became effective immediately. It established a new public works Contractor registration program which will collect fees to fund compliance monitoring and enforcement, determine prevailing wage and public works coverage, and hear enforcement appeals.

All Contractors and subcontractors intending to bid or perform work on public works projects will be required to register, and annually renew, online for the program. This is a Department of Industrial Relations (DIR) fee paid to the State of California. The City will not register a Contractor/subcontractor, nor collect funds for registration.

**Subcontractor Eligibility.** Contractor acknowledges that under Public Contract Code Section 6109 no contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project under Labor Code Section 1777.1 or 1777.7 may bid on, be awarded, or perform work as a subcontractor on, a public works project. Contractor is prohibited from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project under Labor Code Section 1777.1 or 1777.7.

Starting July 1, 2017 the new annual registration fees for public works contractors have increased to \$400.00, and contractors on small projects are exempt from public works registration and electronic certified payroll reporting requirements.

**Small Project Exemption:**

Contractors who work exclusively on small public work projects are not required to register as a public works or file electronic certified payroll reports for those projects. Contractor are still required to maintain certified payroll records on a continuous basis, and provide them to the Labor Commissioner's Office upon request.

The small project exemption applies for public works projects that do not exceed:

- \$25,000 new construction, alteration, installation, demolition or repair
- \$15,000 for maintenance

The City as applicable will be required to fill out a form alerting the DIR of the services you are providing the City. Detailed information is required to complete this form. You may be asked to provide information needed to complete the DIR form. You will be asked to complete this in a timely manner to avoid interruption in the services you are providing.

Are you currently registered with the DIR?

**Yes** \_\_\_\_\_ **No** \_\_\_\_\_ If yes, what is your registration number? \_\_\_\_\_  
(please submit proof of your registration)

Bidder: \_\_\_\_\_ Federal I.D. No: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

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

Name Printed: \_\_\_\_\_ Title: \_\_\_\_\_

CITY OF VICTORVILLE  
WEED ABATEMENT CONTRACTOR, PROJECT BM21-042

**DEBARRED CERTIFICATION ACKNOWLEDGEMENT**

(a)(1) The Offeror/Bidder certifies, to the best of its knowledge and belief, that—

(i) The Offeror/Bidder and/or any of its Principals—

(A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have not, within a three-year period preceding this solicitation, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of bids; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(ii) The Offeror/Bidder has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror/Bidder shall provide immediate written notice to the City if, at any time prior to contract award, the Offeror/Bidder learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's/Bidder's responsibility. Failure of the Offeror/Bidder to furnish a certification or provide such additional information as requested by the City may render the Offeror/Bidder nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror/Bidder is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror/Bidder knowingly rendered an erroneous certification, in addition to other remedies available to the City, the City may terminate the contract resulting from this solicitation for default.

**The Offeror/Bidder certifies that the foregoing is true and correct:**

Offeror/Bidder: \_\_\_\_\_ Federal I.D. No: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

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

Name Printed: \_\_\_\_\_ Title: \_\_\_\_\_

**SAMPLE**

**GENERAL SERVICES**  
**AGREEMENT**