



**VICTORVILLE WATER DISTRICT**

**REQUEST FOR BID**

for

\* \* \* \* \*

**FURNISH AND DELIVER**

**PUMP TO WASTE VALVES AND FITTINGS**

\* \* \* \* \*

**PROJECT # CC21-043**

**DUE DATE:**

**NOVEMBER 4, 2020**

at

**2:30 p.m.**

VICTORVILLE WATER DISTRICT  
CC21-043 PUMP TO WASTE VALVES AND FITTINGS

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# **SECTION A**

## *SPECIAL PROVISIONS AND GENERAL REQUIREMENTS*

**VICTORVILLE WATER DISTRICT**  
**NOTICE INVITING BIDS**

**CC21-043 PUMP TO WASTE VALVES AND FITTINGS**

A-1 **NOTICE IS HEREBY GIVEN** - Sealed bids will be received by the Purchasing Agent of the City of Victorville, California, for furnishing and delivering, to the designated point within the City of Victorville, **PUMP TO WASTE VALVES AND FITTINGS, Project #CC21-043** as described in the specifications for this item(s).

A-2 **DATE OF OPENING BIDS** - Bids will be received by the Purchasing Agent at 14343 Civic Drive, Victorville, California, 92392, until **2:30 P.M. (PST), NOVEMBER 4, 2020**, in the Technology Room. Faxed/mailed bids will not be accepted.

A-3 **OBTAINING BID PROPOSAL FORMS** - Bid Proposal Forms may be obtained from the Finance Division in the Admin. Services Dept., City of Victorville, 14343 Civic Dr., Victorville, California, 92392, or by contacting Celeste Calderon at 760/955-5082 or by email: cmcalderon@victorvilleca.gov.

The City of Victorville Web Page, <http://victorvilleca.gov> under the tab heading, "Bids", will contain a copy of this document as well as a summary of any/all applicable addenda.

BY ORDER OF THE CITY COUNCIL OF THE CITY OF VICTORVILLE.

Dated: October 14, 2020

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Sarah Dilsworth, Deputy City Clerk

**VICTORVILLE WATER DISTRICT**  
**INSTRUCTIONS TO BIDDERS**

Furnish and Deliver  
**CC21-043 PUMP TO WASTE VALVES AND FITTINGS**

**CONTACTS (Questions Regarding):**

Procurement Process:

**Celeste Calderon, Finance Specialist**  
*Phone: (760) 955-5082; Fax: (760) 269-0045*  
*Address: 14343 Civic Drive, Victorville, CA 92392*  
*Email: [cmcaldreron@victorvilleca.gov](mailto:cmcaldreron@victorvilleca.gov)*

The work embraced herein shall be done in accordance with these Specifications and the Special Provisions as listed herein.

**I-1 CONDITIONS OF BID**

Specifications set forth by Victorville Water District (District) are to be considered as a minimum. Bidders shall also accompany the signed Bid Proposal Form with a list of exceptions to the specifications for the equipment proposed which do not meet the minimum specifications as set forth in the City of Victorville Specifications for the **Valves and Fittings**. A statement of all guarantees provided by the manufacturer covering the item(s) proposed and the appurtenant equipment shall also accompany the Bid Proposal Form.

No bidder shall be acceptable who is not a reputable manufacturer or manufacturer's franchised dealer of such item(s) as submitted for bid consideration.

Each bidder shall submit, with the bid, a copy of the proposed product specifications, complete detailed drawing(s), and other descriptive matter in sufficient detail to clearly describe the **Valves and Fittings** material(s) and part(s) offered.

For the purpose of determining minimal performance and quality standards, these specifications are based on current water specifications. The final determinant for "equal product" quotes shall be solely by the District. Submission of any quote or proposal shall be subject to this determination and will be a consideration in the presentation and bid award. Any party submitting a quote or proposal shall do so fully accepting this quality determinant procedure. Standard equipment and materials, unless otherwise stipulated, are a part of these specifications.

Bids shall be firm offers, subject to acceptance or rejection within forty-five (45) days of bid opening. Unit pricing shall reflect **F.O.B., Victorville, California**, and shall remain for a period of **twelve (12) months** from the date of the issuance of the Purchase Order. Prices may be renegotiated after the original twelve (12) month time frame with a cap of three percent (3%) or C.P.I. as listed in the Wall Street Journal, whichever is less.

Manufacturer and/or bidder shall defend any and all suits and assume all liability for any and all claims made against the District, or any of its officials or agents for the use of any patented process, device or article forming a part of the **Valves and Fittings** or any material(s) furnished under the contract.

The **Valve and Fittings** that the bidder proposes to furnish to the Water District must comply in all respects with the appropriate safety regulations of all regulatory commissions of the Federal government and the State of California, whether such safety features and/or materials have been specifically outlined in the specifications or not.

Successful bidder delivering the units pursuant to these Instructions shall guarantee that they meet the specifications as set forth herein. If it is found the item(s) delivered do(es) not meet the requirements of the City of Victorville Specifications, the successful bidder shall be required to correct the same at his own expense and within a time frame deemed acceptable by the District.

Price shall be quoted **F.O.B., Victorville, California** (all transportation charges fully prepaid), and shall include all discounts. Bid shall include California sales tax computed at the rate of seven-and three-quarter percent (7.75%).

**Vendor will be given (48) forty-eight-hour advance notification prior to delivery or customer pick-up. Verbal orders shall be acceptable.** In case the delivery of the item(s) under this contract is (are) delayed due to strikes, injunctions, government controls, or by reason of any cause or circumstance beyond the control of the bidder, the terms of delivery may be extended by a number of days to be determined in each instance by mutual written agreement between the successful bidder and the District.

It is agreed by the parties to the contract that in the event complete delivery is not made within the time or times set forth pursuant to these Instructions, damage will be sustained by the Water District and it is impractical and extremely difficult to ascertain and determine the actual damage the District will sustain in the event of such delay. Therefore, it is agreed that the successful bidder shall pay to the District as fixed and **liquidated, damages** and not as a penalty, a dollar sum in the amount of One Hundred (\$100.00) per day, for delay in making delivery and assembly or finishing the work, in excess of **TWENTY (20) CALENDAR** days.

In the event the bidder fails to make complete delivery of the material as specified, per each order during the contract term, the District shall have the right to terminate the contract without being liable to the bidder and acquire said item(s) as the District deems appropriate. It is further agreed, in the event such damages are sustained by the District, the District shall deduct the amount thereof from any monies due or that may become due the vendor under the contract or take other action as the District deems appropriate.

## **I-2 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.

**I-3 DATE OF OPENING BIDS** : will be received at the Office of the Purchasing Agent for the City of Victorville, 14343 Civic Drive, Victorville, California, 92392, until **2:30 p.m. (PST) on NOVEMBER 4, 2020. At this time, there are no publicly-accessible bid openings.** In an effort to reduce the risk of COVID-19 exposure formal bid openings will be livestreamed on the City's You Tube channel <https://www.youtube.com/cityofvictorville>. If you have any questions during the livestream submit your questions via livechat or by emailing to [purchasing@victorvilleca.gov](mailto:purchasing@victorvilleca.gov) and we'll answer your questions in the order they are received.

All Bid due dates both formally and informally are still in effect and will take place. For those sending their bids/proposals via Fed-Ex, UPS, or other carriers; the City is still accepting deliveries from delivery companies. For those contractors wanting to hand-deliver their bid/ proposals to City Hall, please **deliver the bid package to the Receptionist.**

#### **I-4 LOCATION OF DELIVERY POINT**

The **Valves and Fittings** to be furnished shall be delivered to Water Warehouse at 13575 Hesperia Road, Victorville, CA 92395 on as needed basis. Point of Contact for delivery is Michael Lacey at (760) 955 – 2294.

#### **I-5 AWARD OF CONTRACT**

The District reserves the right to reject all bids and waive any irregularities or informalities in any bid or in the bidding process. The District 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 District. The award of the contract, if awarded, will be made within forty-five (45) days after opening of the Bid Proposals. The bidder's signature on the Bid Proposal form shall constitute a commitment on the part of that Bidder to furnish the equipment as set forth in the Bid Proposal Form, the Instructions to Bidders, the Specifications, and the Notice Inviting Bids. The Bidder to whom the contract is awarded shall be notified upon approval of the contract by the Water Board. The Instructions to Bidders, the Notice Inviting Bids, the Bid Proposal Form, and the City of Victorville Specifications, together with the specifications of the item(s) proposed to be furnished, shall all be considered as part of the contract between the City and the Bidder to whom a Purchase Order is issued. Furthermore, the bidder to whom the contract is awarded shall furnish and deliver the **Valves and Fittings** as set forth herein.

The City of Victorville shall make payment by cash or check within thirty (30) days after delivery and acceptance of specified **Valves and Fittings** by the District and receipt of the bidder's priced invoice.

#### **I-6 TERMINATION OF CONTRACT**

##### **TERMINATION FOR CONVENIENCE**

The District may, by written notice, terminate this contract in whole or in part, when deemed in the District's interest. Upon termination of this contract, the District 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.

##### **TERMINATION FOR DEFAULT**

The District, may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor 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.

The District's right to terminate this contract may be exercised if the Contractor does not cure such failure within five (5) days, after receipt of the written notice from the District.

Upon termination of the contract with the successful bidder, the District may award the contract to the second lowest responsible bidder, if it is deemed to be in the best interests of the District.

#### **I-7 QUANTITIES**

The quantities listed in the Bid Proposal Form are provided as a best estimate of usage by the District. These quantities do not constitute an offer to purchase. They are provided as a parameter for bidders to formulate their bids. The District does not guarantee any quantities of purchase and reserves the right to change quantities.

#### **I-8 INDEMNIFICATION**

Notwithstanding the limits of any insurance, Contractor shall indemnify the District, its officials, officers, agents, volunteers and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the negligent performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, but excluding such claims or liabilities or portion of such claims or liabilities arising or alleged to arise from the negligence or willful misconduct of the District, its officials, officers, agents, volunteers or employees, and in connection therewith:

- (a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;
- (b) Contractor will promptly pay any judgment rendered against the District, its officials, officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors' or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the District, its officials, volunteers, officers, agents, and employees harmless therefrom;
- (c) In the event the District, its officials, officers, agents, volunteers or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the District, its officials, volunteers officers, agents or employees, any and all costs and expenses incurred by the District, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to the District.
- (d) Contractor's duty to defend and indemnify as set out in this Section shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state

or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

The Contractor's indemnification obligations pursuant to this Section shall survive the termination of this Agreement. Contractor shall require the same indemnification from all subcontractors.

#### **I-9 AMERICAN WITH DISABILITIES**

The bidder shall comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

#### **I-10 DEBARRED LIST**

"No participation in the procurement process shall be permitted by any vendor who has been debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549."

#### **I-11 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.

**I-12. AFFIRMATIVE ACTION:** The SCLAA hereby notifies all bidders that it will affirmatively ensure that, in any Contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration of award.

**I-13 WITHDRAWAL OF PROPOSALS:** Any bid may be withdrawn at any time prior to date and time indicated in Section I, "Sealed Bids" only by written request for the withdrawal of the bid received by the Purchasing Section. The request shall be executed by the bidder or bidder's duly authorized representative.

**I-14. RELIEF OF BIDDERS:** Attention is directed to the provisions of Public Contract Code Sections 5100 to 5107, inclusive, concerning relief of bidders and in particular to the requirement therein, that if the bidder claims a mistake was made in the bid presented, the bidder shall give the City written notice within 5 days, not including Saturday, Sunday or legal holidays, after the opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred.

## **SECTION D**

# **PROPOSAL & SUBMITTALS**

**VICTORVILLE WATER DISTRICT  
CC21-043 PUMP TO WASTE VALVES AND FITTINGS  
SUBMISSION CERTIFICATION**

I hereby submit to the City of Victorville the following bid proposal for work outlined in plans and specifications entitled " **PUMP TO WASTE VALVES AND FITTINGS, Project # CC21-043**". All of the following documents (check below) are completed, fully executed, and included in my bid as required in the bid document:

- Submission Certification
- Bid Proposal Form
- Proposer Identification
- Customer References
- Signature Authorization
- Non-Collusion Declaration
- Debarred Certification Acknowledgement
- Acknowledgement Pages for All Applicable Bid Addenda

My signature on this Submittal Certification is affirmation that all items listed above are fully completed and executed and are hereby submitted with the proposal 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

**VICTORVILLE WATER DISTRICT  
CC21-043 PUMP TO WASTE VALVES AND FITTINGS**

**BID PROPOSAL FORM**

The undersigned hereby agrees to furnish and deliver the item(s) listed below in accordance with the specifications/descriptions provided. The City reserves the right to award all or some of this bid to one or more vendors.

	<b>P/N</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT COST</b>	<b>EXT. COST</b>
1.	81G-02PVK	12" CLA-VAL #81G-02PVK D/C 150LB. CLASS FLANGE	1		
2.	81G-02PVK	10" CLA-VAL #81G-02PVK D/C 150LB. CLASS FLANGE	2		
3.	81G-02PVK	8" CLA-VAL #81G-02PVK D/C 150LB. CLASS FLANGE	4		
4.	61G-02KC	6" CLA-VAL #61G-02KC D/S 150LB. CLASS FLANGE	1		
5.	61G-02KC	4" CLA-VAL #61G-02KC D/S 150LB. CLASS FLANGE	6		
6.		8" X 4" FLANGE REDUCER, <b>PER CITY SPEC</b>	2		
7.	A-2361-4	4" FLANGE GATE VALVE, A- <b>2361-4 MUELLER</b>	2		
8.		4" MJ X FLG 90, <b>PER CITY SPEC</b>	5		
9.		4" MJ 90, <b>PER CITY SPEC</b>	7		
10.		4" MJ 45, <b>PER CITY SPEC</b>	4		
11.		8" RING GASKETS 1/8" Non Asbestos	2		
12.		4" RING GASKETS 1/8" Non Asbestos	11		
13.		8" NUT AND BOLT SET, GRADE 5 CLASS 150 PLAIN	2		
14.		4" NUT AND BOLT SET, GRADE 5 CLASS 150 PLAIN	11		
15.		4" GRIPRING KIT DI-C900, <b>ROMAC ONLY</b>	27		
16.		4" C900 CLASS 150 PIPE	700FT		
		<b>SUBTOTAL</b>			
		<b>TAX</b>			
		<b>SHIPPING COST</b>			
		<b>TOTAL BID</b>			

TOTAL BID IN WORDS: \_\_\_\_\_

PAYMENT TERMS: \_\_\_\_\_

EST. DELIVERY TIME UPON RECEIPT OF ORDER: \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
Name printed Title

**VICTORVILLE WATER DISTRICT  
CC21-043 PUMP TO WASTE VALVES AND FITTINGS**

**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. Federal Tax Identification Number: \_\_\_\_\_
10. Proposer's Project Manager: \_\_\_\_\_

**VICTORVILLE WATER DISTRICT  
CC21-043 PUMP TO WASTE VALVES AND FITTINGS**

**CUSTOMER REFERENCES**

Proposer: \_\_\_\_\_

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

**VICTORVILLE WATER DISTRICT  
CC21-043 PUMP TO WASTE VALVES AND FITTINGS**

**SIGNATURE AUTHORIZATION**

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

- A. I hereby certify that I have the authority to offer this proposal/bid to the 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 contractor 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.

**VICTORVILLE WATER DISTRICT  
CC21-043 PUMP TO WASTE VALVES AND FITTINGS**

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

The undersigned declares:

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

Any person executing this declaration on behalf of the proposer 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 proposer.

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

**VICTORVILLE WATER DISTRICT  
CC21-043 PUMP TO WASTE VALVES AND FITTINGS**

**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: \_\_\_\_\_