

QUOTE

Printed: 8/3/2022

County of San Bernardino
 777 E Rialto Ave
 San Bernardino, CA 92415

Required	Quote ID 00018812
Promise Date:	
Bid Number: ANE221-ANE2C-4630	
Department: CIP	

V E N D O R	ABM Building Solutions 14201 Franklin Ave Tustin, CA 92780
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S H I P T O	County of San Bernardino Architecture & Engineering 385 N. Arrowhead Ave. San Bernardino, CA 92415-0184
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Item	Class-Item Description	Quantity	Unit	Unit Price	Discount	Total
1	Mechanical Job Order Contracts in the amount of \$3,000,000. Class "C-4" and C-20" licenses required.	1.00	EA	\$ 0.00	\$ 0.00	\$ 0.00
					TOTAL:	\$ 0.00

BID PROPOSAL

PROJECT: JOB ORDER CONTRACT SERVICES
OWNER: San Bernardino County
BID OPENING: August 3, 2022, at 1:00 PM
BIDDER: ABM Building Solutions, LLC
TRADE: MECHANICAL CONTRACTOR MJOC15

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

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

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

BID

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

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

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

ADJUSTMENT FACTORS:

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

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

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

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

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

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

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

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

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

ZONE 1

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

0 . 8 8 9 9

Utilize four decimal places

zero point eight eight nine nine

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

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

1 . 1 0 8 9

Utilize four decimal places

one point one zero eight nine

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

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

1 . 1 9 0 0

Utilize four decimal places

one point one nine zero zero

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

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

1 . 1 9 1 0

Utilize four decimal places

one point one nine one zero

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

ZONE 2

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

1 . 2 3 9 9

Utilize four decimal places

one point two three nine nine

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

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

1 . 5 5 2 5

Utilize four decimal places

one point five five two five

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

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

1 . 5 5 2 6

Utilize four decimal places

one point five five two six

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

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

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

1	.	5	5	2	7
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Utilize four decimal places

one point five five two seven

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

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

AWARD FORMULA

Line 1: Zone 1, Factor 1	<u>.8899</u>
Line 2: Multiply Line 1 by (.75)	<u>.6674</u>
Line 3: Zone 1, Factor 2	<u>1.1089</u>
Line 4: Multiply Line 3 by (.05)	<u>.0554</u>
Line 5: Zone1, Factor 3	<u>1.1900</u>
Line 6: Multiply Line 5 by (.025)	<u>.0297</u>
Line 7: Zone 1, Factor 4	<u>1.1910</u>
Line 8: Multiply Line 7 by (.025)	<u>.0297</u>
Line 9: Zone 2, Factor 5	<u>1.2399</u>

Line 10: Multiply Line 9 by (.05)	<u>.0619</u>
Line 11: Zone 2, Factor: 6	<u>1.5525</u>
Line 12: Multiply Line 11 by (.05)	<u>.0776</u>
Line 13: Zone 2, Factor: 7	<u>1.5526</u>
Line 14: Multiply Line 13 by (.025)	<u>.0388</u>
Line 15: Zone 2, Factor 8	<u>1.5527</u>
Line 16: Multiply Line 15 by (.025)	<u>.0388</u>
Line 17: Add Lines 2, 4, 6, 8, 10, 12, 14, 16	<u>.9993</u>

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

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

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

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

TIME FOR COMPLETION:

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

BID DEPOSIT (BID BOND)

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

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

LIQUIDATED DAMAGES

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

ESCROW ACCOUNT

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

REJECTION OF BIDS

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

VALIDITY OF BIDS

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

STATE LICENSES

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

INSURANCE

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

BONDS

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

FORMER COUNTY OFFICIALS

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

INACCURACIES OR MISREPRESENTATIONS

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

IRAN CONTRACTING ACT OF 2010

(Public Contract Code sections 2200 et seq.)

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

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

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

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

DESIGNATION OF SUBCONTRACTORS

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

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

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

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

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

ADDENDA

This bid includes: Addendum No. 1 dated July 27, 2022
Addendum No. _____ dated _____
Addendum No. _____ dated _____

AFFIDAVIT

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

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

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

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

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

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

Check One: () Sole Proprietor; () Partnership; (x) Corporation; () Other

Name of Bidder: ABM Building Solutions, LLC

Address: 14201 Franklin Ave. Tustin CA 92780

Phone: 213-610-9140

Email: nicholas.thomas@abm.com

Contractor's License No.: 976012 Primary Class: C-4, C20,

Expiration Date of Contractor's License 8/31/2024

Contractor's DIR Registration # 1000027218

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

Authorized Signature:  Title: Senior General Manager

Print Name: Vishal Gupta Date: August 2, 2022

Job Order Contract Experience Form

Job Order Contract / Indefinite Quantity Construction Contract

Agency Name: Sourcewell / Gordian EZIQC

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

Tamiko Gutierrez, t.gutierrez@gordian.com, 626-720-7272

Contract Start/End Dates: 3/1/2017 to current held contract(s)

Awarded Contract Value: IDIQ

Total Value of Work Issued Against Contract: 5 Million

Contract Name/Number: CA-R8-HVAC01-123021-ABM, CA-R8-E01-123021-ABM

Required License(s): C-4, C20, C-10, C43

Brief Description of Projects Completed:

Electrical and mechanical projects under the Sourcewell EZIQC contracts. ABM holds a total of 10 EZIQC contracts in California

Job Order Contract / Indefinite Quantity Construction Contract

Agency Name: County of San Bernardino JOC Mechanical

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

Michelle Viebach, michelle.viebach@res.sbcounty.gov, 909-361-1859

Contract Start/End Dates: 11/16/2021 to currently held contract

Awarded Contract Value: 3,000,000

Total Value of Work Issued Against Contract: 119,059.63

Contract Name/Number: MJOC14

Required License(s): C-4, C20

Brief Description of Projects Completed:

George White Senior Center HVAC Upgrade

NONCOLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the Senior General Manager of ABM Building Solutions, LLC, 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 of 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 collusion 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 August 2, 2022 [date], at Tustin [city], California [state].

Signed: 

Title: Senior General Manager

NONCOLLUSION DECLARATION

TO BE EXECUTED BY EACH SUBCONTRACTOR

AND SUBMITTED PRIOR TO CONTRACT AWARD

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 of 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 collusion 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].

Signed: _____

Title: _____

BID BOND

**Travelers Casualty and Surety Company of America
Hartford, CT 06183**

KNOWN ALL BY THESE PRESENTS, That we, ABM Building Solutions, LLC, as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto San Bernardino County, as Oblige, in the sum of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Oblige on a contract for Mechanical Contractor Job Order Contract Services, Project No. MJOC15 ("Project").

NOW, THEREFORE, the condition of this bond is that if Oblige accepts Principal's bid, and Principal enters into a contract with Oblige in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Oblige the difference between the amount of Principal's bid and the amount for which Oblige shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this 25th day of July, 2022.

ABM Building Solutions, LLC
(Principal)

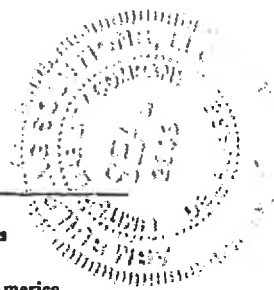
By: [Signature]

Lu Ann Brinkley, Director Insurance Services

Travelers Casualty and Surety Company of America

By: [Signature]

Donna M. Planeta, Attorney-in-Fact



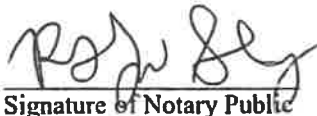
NOTARY ACKNOWLEDGMENT OF SURETY:

State of Connecticut

County of Hartford ss.

On this the 25th day of July, 2022, before me, Robyn L. Salley, the undersigned officer, personally appeared Donna M. Planeta, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for Travelers Casualty and Surety Company of America, and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.

In witness whereof I hereunto set my hand.



Signature of Notary Public

Date Commission Expires: February 28, 2027

Robyn L. Salley

Printed Name of Notary



ROBYN L. SALLEY
NOTARY PUBLIC - CT-185794
My Commission Expires Feb. 28, 2027



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Donna M. Planeta** of **HARTFORD**, Connecticut, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 25th day of July, 2022




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

BID BOND

**Travelers Casualty and Surety Company of America
Hartford, CT 06183**

KNOWN ALL BY THESE PRESENTS, That we, ABM Building Solutions, LLC,
as Principal, and Travelers Casualty and Surety Company of America, as Surety, are
held and firmly bound unto San Bernardino County, as
Obligee, in the sum of Twenty-Five Thousand and 00/100
Dollars (\$25,000.00) for the payment of which we bind ourselves, and our
successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a
contract for Mechanical Contractor Job Order Contract Services, Project No. MJOC15
("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid,
and Principal enters into a contract with Obligee in conformance with the terms of the
bid and provides such bond or bonds as may be specified in the bidding or contract
documents, then this obligation shall be void; otherwise Principal and Surety will pay to
Obligee the difference between the amount of Principal's bid and the amount for which
Obligee shall in good faith contract with another person or entity to perform the work
covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed
the penal sum of this bond.

Signed this 25th day of July, 2022.

ABM Building Solutions, LLC
(Principal)

By: 

Lu Ann Brinkley, Director Insurance Services

Travelers Casualty and Surety Company of America

By: 

Donna M. Planeta, Attorney-in-Fact

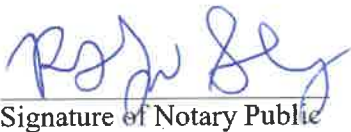
NOTARY ACKNOWLEDGMENT OF SURETY:

State of Connecticut

County of Hartford ss.

On this the 25th day of July, 2022, before me, Robyn L. Salley, the undersigned officer, personally appeared Donna M. Planeta, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for Travelers Casualty and Surety Company of America, and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.

In witness whereof I hereunto set my hand.



Signature of Notary Public

Date Commission Expires: February 28, 2027

Robyn L. Salley

Printed Name of Notary

ROBYN L. SALLEY
NOTARY PUBLIC - CT 185794
My Commission Expires Feb. 28, 2027



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Donna M. Planeta** of **HARTFORD**, **Connecticut**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

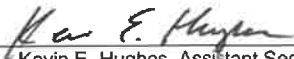
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **25th** day of **July**, **2022**.




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**