



BAKERSFIELD CITY SCHOOL DISTRICT
Department of Stores and Purchasing
HVAC Electrical Equipment Bid #23-12-03
January 31, 2024 at 11:00 a.m.

Present for bid opening: David West, Gabriel Balderama,

No.	Vendor	Non-Collusion	Addendum 1	Addendum 2	Bid Bond	Federal Certs/ Iran ACT	Piggyback	NOTES
1	Delta Electric	√	√	√	√	√	N/A	\$496.888.00
2								
3								
4								
5								
6								
7								
8								
9								



BAKERSFIELD CITY SCHOOL DISTRICT
Department of Stores and Purchasing
HVAC Electrical Equipment Bid #23-12-03
January 31, 2024 at 11:00 a.m.

Present for bid opening: David West, Gabriel Balderama, Daniel Wastafarro, William Gadberry, Steven Gadberry.

No.	Vendor	Non-Collusion	Addendum 1	Addendum 2	Bid Bond	Federal Certs/ Iran ACT	Piggyback	NOTES
1	Delta Electric	✓	✓	✓	✓	✓	N/A	
2								
3								
4								
5								
6								
7								
8								
9								

BAKERSFIELD CITY SCHOOL DISTRICT

Department of Stores and Purchasing
 HVAC Electrical Equipment Bid #23-12-03

Company Name:
 William G Gadberry Inc. dba Delta Electric

Representative Name (print):
 William G Gadberry

Representative Signature:

Company Phone Number:
 661-588-3335

Please quote your lowest price for the following materials. FOB: Warehouse, 1201 Citation Way, Bakersfield, CA 93308 Bids will be received until:

January 24, 2024: 11:00 a.m.

January 31, 2024: 11:00 a.m.



HVAC Electrical Equipment

Line No.	Description and Specifications	QTY	Unit Type	Unit Cost	Total Cost	Brand and SKU
Mt. Vernon Elementary						
1	Distribution Panel ("HDP"), 600A 3P	1	Each	\$13,649.00	\$13,649.00	Square D
2	Electrical Panel, 400A 3P Panel ("HC")	1	Each	\$5,626.00	\$5,626.00	Square D
3	Electrical Panel, 225A 3P Panel ("HD")	1	Each	\$6,165.00	\$6,165.00	Square D
4	Electrical Panel, 225A 3P Panel ("HE")	1	Each	\$6,165.00	\$6,165.00	Square D
Pioneer Elementary						
5	Main Switchboard ("MS"), Underground Pull Section/Meter Section (UGPS/M)*	1	Each	\$43,845.00	\$43,845.00	Square D
6	Main Switchboard ("MS"), Distribution Section (DS1)*	1	Each	inc.	inc.	Square D
7	Main Switchboard ("MS"), Distribution Section (DS2)*	1	Each	deleted by Add 2	deleted by Add 2	Square D
8	Distribution Panel ("HDP"), 800A 3P	1	Each	\$16,079.00	\$16,079.00	Square D
10	Electrical Panel, 300A 3P Panel ("HG")	1	Each	\$6,230.00	\$6,230.00	Square D

11	Electrical Panel, 250A 3P Panel ("HF")	1	Each	\$6,407.00	\$6,407.00	Square D
12	*Expedited Shipping for Line Items 5, 6, and 7	1	Each	\$17,538.00	\$17,538.00	Square D
Horace Mann Elementary						
13	Main Switchboard ("MS"), Underground Pull Section (UGPS)*	1	Each	\$80,142.00	\$80,142.00	Square D
14	Main Switchboard ("MS"), 1600A Meter Section (M)*	1	Each	inc.	inc.	Square D
15	Main Switchboard ("MS"), 1600A Distribution Panel (DP)*	1	Each	inc.	inc.	Square D
16	Electrical Panel, 400A 3P Panel ("M1")	1	Each	\$5,188.00	\$5,188.00	Square D
17	Electrical Panel, 400A 3P Panel ("M2")	1	Each	\$6,722.00	\$6,722.00	Square D
18	Electrical Panel, 225A 3P Panel ("M3")	1	Each	\$5,311.00	\$5,311.00	Square D
19	Electrical Panel, 225A 3P Panel ("M4")	1	Each	\$5,019.00	\$5,019.00	Square D
20	Mini Power Zone, 100A 1P ("LM2")	1	Each	\$7,590.00	\$7,590.00	Square D
21	*Expedited Shipping for Line Items 13, 14 and 15	1	Each	\$32,152.00	\$32,152.00	Square D

Fremont Elementary						
22	Electrical Panel, 200A 3P Panel ("HE")	1	Each	\$5,676.00	\$5,676.00	Square D
23	Electrical Panel, 150A 3P Panel ("HF")	1	Each	\$5,311.00	\$5,311.00	Square D
24	Electrical Panel, 200A 3P Panel ("HC")	1	Each	\$5,676.00	\$5,676.00	Square D
25	Electrical Panel, 200A 3P Panel ("HD")	1	Each	\$5,676.00	\$5,676.00	Square D
Roosevelt Elementary						
26	Main Switchboard ("MSB") 1600A	1	Each	\$97,996.00	\$97,996.00	Square D
27	Transformer ("TDP") 225KVA	1	Each	\$18,098.00	\$18,098.00	Square D
28	Distribution Board ("DP") 800A	1	Each	\$23,967.00	\$23,967.00	Square D
29	Distribution Board ("DP1") 400A	1	Each	\$4,265.00	\$4,265.00	Square D
30	Electrical Panel, 400A 3P Panel ("PD")	1	Each	\$6,576.00	\$6,576.00	Square D
31	Electrical Panel, 400A 3P Panel ("PB")	1	Each	\$5,919.00	\$5,919.00	Square D
32	Electrical Panel, 100A 3P Panel ("PC")	1	Each	\$5,115.00	\$5,115.00	Square D
33	Expedited Shipping for Line Item 26	1	Each	\$39,198.00	\$39,198.00	Square D
34	Expedited Shipping for Line Item 28	1	Each	\$9,587.00	\$9,587.00	Square D
Total:					\$496,888.00	

BAKERSFIELD CITY SCHOOL DISTRICT

David West
Director
Department of Stores and Purchasing
westd@bcsd.com

EDUCATION CENTER, 1300 BAKER STREET
BAKERSFIELD, CALIFORNIA 93305-4326
(661) 631-4712
FAX: (661) 861-9907



Addendum No. One (1)

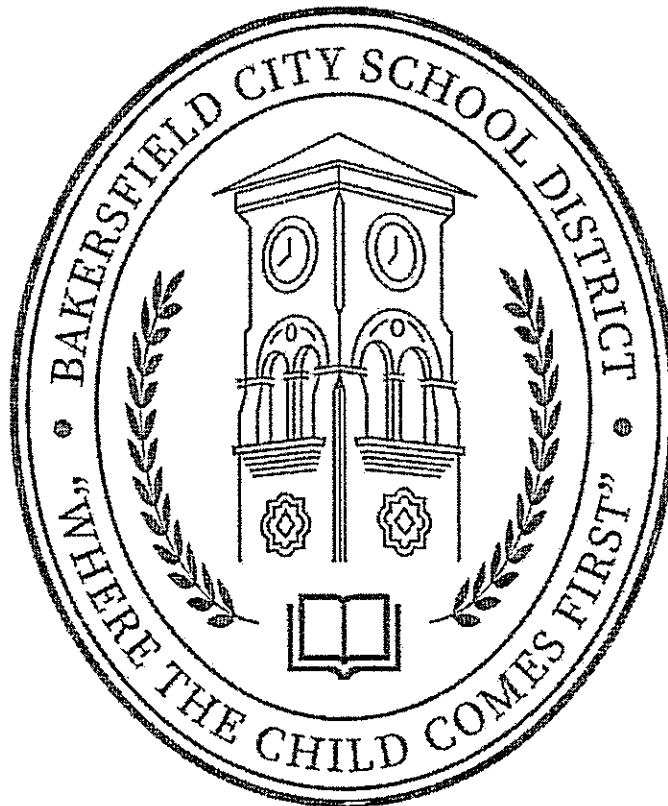
To

BCSD BID #23-12-03,

HVAC ELECTRICAL EQUIPMENT BID

~~Bid Date: Wednesday, January 24, 2024 @ 11:00 A.M.~~

Bid Date Revised: Wednesday, January 31, 2024 @ 11:00 A.M.



Issued by:

Department of Stores and Purchasing
David West, Director
Bakersfield City School District
January 3, 2024

Clarifications:

1. Please be advised that the bid date has been postponed to January 31, 2024 at 11:00 a.m.
2. The basis of design for all the electrical equipment is from the manufacturer Square D. Therefore, if bidding any other manufacturer, a substitution request form must be submitted. The substitution request form due date has been changed from January 4, 2024 to January 11, 2024 prior to 10:00 a.m. Please reference General Condition #4 on the bid documents.

TO BE INCLUDED WITH BID:

I (we) acknowledge receipt of the following addenda to the specifications, all of the provisions and requirement of which have been taken into consideration on the preparation of the foregoing bid:

Addendum No. 1 (Initials) WGG

Company: Delta Electric

By: William G Gadbery

Title: President

Address: 323 Romance Ct

Bakersfield, CA 93314

Telephone: 661-588-3335

BAKERSFIELD CITY SCHOOL DISTRICT



David West
Director
Department of Stores and Purchasing
west@bcasd.com

EDUCATION CENTER, 1300 BAKER STREET
BAKERSFIELD, CALIFORNIA 93305-4326
(661) 631-4712
FAX: (661) 861-9907

Addendum No. One (2)

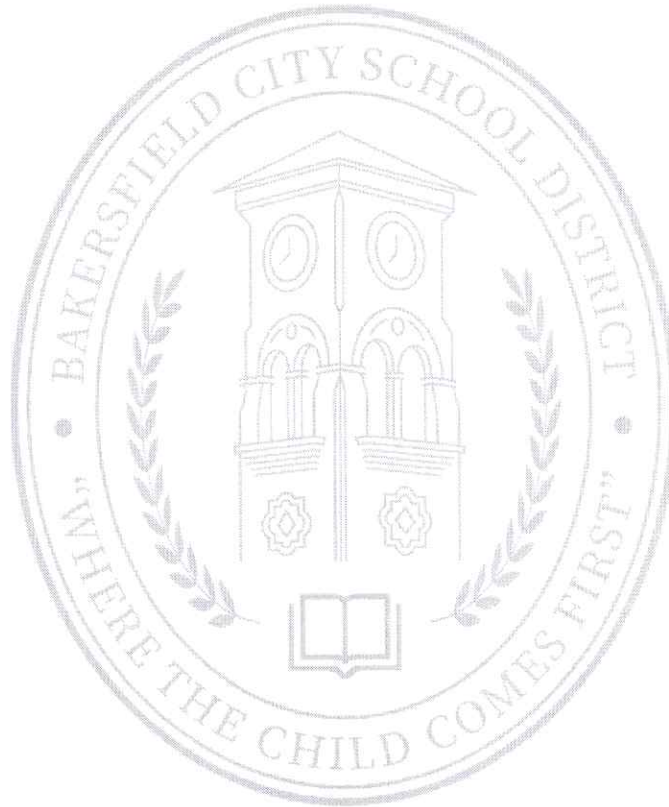
To

BCSD BID #23-12-03,

HVAC ELECTRICAL EQUIPMENT BID

~~Bid Date: Wednesday, January 24, 2024 @ 11:00 A.M.~~

Bid Date Revised: Wednesday, January 31, 2024 @ 11:00 A.M.



Issued by:

Department of Stores and Purchasing
David West, Director
Bakersfield City School District
January 25, 2024

Clarifications

1. The District is adding an additional school site to the bid, Roosevelt Elementary School. Please see updated drawings and new bid form under "Active Bid": <https://www.bcsd.com/Page/435>
2. On the new Bid Form, Line Item #28 for Roosevelt Elementary School, "Distribution Board (DP) 800A" can either be provided as a switchboard or a panel board.
3. Pioneer Single Line Diagram, drawing Sheet E-000, has been removed and replaced with revised drawing Sheet E-000.

Questions/Answers for Mt. Vernon, Pioneer, Horace Mann & Fremont

4. **Question:** Please provide the fault current (AIC) rating for all panels.
Answer: Panel schedules show 10KAIC for panels and breakers.
5. **Question:** Is series rating allowed?
Answer: Series rating is permitted. Switchboard should be braced for 30KA. Main should be 30KAIC.

Questions/Answers for Roosevelt

6. **Question:** Please provide the fault current (AIC) rating for all panels.
Answer: The main switchboard rating is noted on the single line diagram
7. **Question:** Is series rating allowed?
Answer: Series rated fault current rating for panelboards and distribution boards is acceptable. All equipment shall be of same manufacturer.

TO BE INCLUDED WITH BID:

I (we) acknowledge receipt of the following addenda to the specifications, all of the provisions and requirement of which have been taken into consideration on the preparation of the foregoing bid:

Addendum No. 2 (Initials) W.G.

Company: Delta Electric

By: William G Gadberry

Title: President

Address: 323 Romance Ct
Bakersfield, CA. 93314

Telephone: 661-588-3335

06-BID BOND

IF USED BY BIDDER, MUST BE COMPLETED AND SUBMITTED WITH BID

PROJECT TITLE/BID #: HVAC Electrical Equipment – Bid #23-12-03

OWNER: Bakersfield City School District

*William G. Gadberry dba: Delta Electric

KNOW ALL MEN BY THESE PRESENTS, that we, _____* as Principal, and The Gray Casualty & Surety Company as Surety, are held and firmly bound unto the Bakersfield City School District (referred to as Owner) in the sum of 10% percent of the total amount of the bid of the Principal submitted to the Owner for the work and obligations described below for the payment of which sum in lawful money of the United States, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

The condition of this obligation is such that whereas the Principal has submitted the accompanying bid dated 1-31-2022~~2023~~, for: \$ 10% of the amount bid.

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or if no period be specified, within 60 days after said opening; and if the Principal is awarded the contract, and shall within the specified period, or if no period is specified, within five working days after the award of the contract, enter into a written contract with the Owner in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties as may be required for the faithful performance and proper fulfillment of such contract and for the payment of labor and materials used for the performance of the contract, provide certificates evidencing the required insurance is in effect (in the amounts required in the contract documents), and provide any other documents required under the contract documents to be submitted at the time the contract is executed, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

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

IN WITNESS WHEREOF, the parties have executed this instrument under their several seals this 26th day of January, 20 2024, the name and corporate party being hereto affixed and duly signed by its undersigned authorized representative.

DATED: 1-31-24


PRINCIPAL

By: 
William G Gadberry

Title: President

DATED: January 26, 2024

SURETY The Gray Casualty & Surety Company

By: 

Title: Denise Fookes

Note: Signatures of those executing for the Surety must be properly acknowledged.

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: Bid Bond **Principal:** William G. Gadberry dba: Delta Electric
Project: Providing Electrical Equipment

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Richard Beall and Denise Fookes of Redlands, California jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



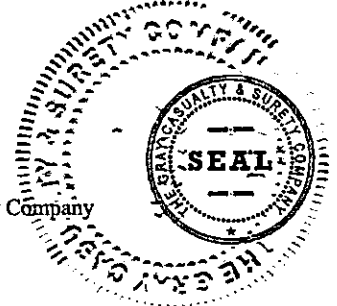
By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 28th day of January, 2024.

Mark S. Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 28th day of January, 2024.

Leigh Anne Henican



CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Bernardino)

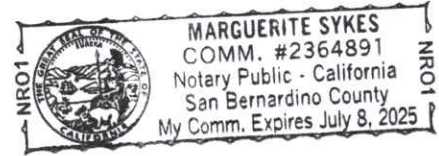
On January 26, 2024 before me, Marguerite Sykes, Notary Public
(here insert name and title of the officer)
personally appeared Denise Fookes

who proved to me on the basis of satisfactory evidence to be the person whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity , and that by his/her/their signature on the instrument the person , or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Marguerite Sykes



(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- Individual(s)
 Attorney-in-Fact
 Corporate Officer(s) _____
Title(s)

 Guardian/Conservator
 Partner - Limited/General
 Trustee(s)
 Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

Additional Signer(s) Signer(s) Thumbprint(s)



HVAC ELECTRICAL EQUIPMENT

Bid No. 23-12-03

Non-Collusion Declaration

STATE OF CALIFORNIA, COUNTY OF Kern

Being first duly sworn, deposes and declares that he/she is President

Of William G Gadberry, Inc. dba Delta Electric (Title)

(Company Name)

the party making the foregoing bid; that 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 a sham. The bidder has not directly, or indirectly colluded, conspired, solicited, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract. 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, or paid, and will not pay, any fee 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 certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct,

William G Gadberry
(Signature)

William G Gadberry
(Typed Name)

And that this declaration is executed on 1-31-24 at Bakersfield, CA
(Date) (City) (State)



BAKERSFIELD CITY SCHOOL DISTRICT Department of Stores and Purchasing

20-DRUG-FREE WORKPLACE CERTIFICATION

PROJECT TITLE/BID#: Bid #23-12-03 OWNER: Bakersfield City School District

This Drug-Free Workplace Certification is required pursuant to Government Code Section 8350 and the following sections, and the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a state agency may be subject to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contracting if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a state agency shall certify that it will provide a drug-free workplace by doing all of the following:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions that will be taken against employees for violations of the prohibition;
- B. Establishing a drug-free awareness program to inform employees about all of the following:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The person's or organization's policy of maintaining a drug-free workplace;
 - 3. The availability of drug counseling, rehabilitation, and employee- assistance programs;
 - 4. The penalties that may be imposed upon employees for drug abuse violations;
- C. Requiring that each employee engaged in the performance of work on the Project be given a copy of the statement required by subdivision (a), and that as a condition of employment on the Contract the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning

- (a) The prohibition of controlled substances at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Owner determines that I have either (a) made a false certification or (b) violated this certification by failing to carry out the requirements of Section 8355, the contract awarded is subject to suspension of payments, termination, or both. I further understand that should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 and the following sections.

I acknowledge that I am aware of the provisions of Government Code Section 8350 and the following sections, and hereby certify that I will adhere to the requirements of the Drug- Free Workplace Act of 1990.

Name of Vendor: <u>William G Gadberry, Inc. dba Delta Electric</u>	Signature:
Print Name: William G Gadberry	Title: President
Date: 1-31-24	

FEDERAL CERTIFICATIONS

The following certifications are required when using federal funds for the purchase of goods and services.

PROPOSER/VENDOR CERTIFICATION FORMS

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS-APPENDIX II TO 2 CFR PART 200

The following provisions are required and apply when federal funds are expended for any contract resulting from this procurement process.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation-adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended by Bakersfield City School District, Bakersfield City School District reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does the vendor agree? YES MMJ Initials of Authorized Representative of Vendor

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement (All contracts in excess of \$10,000)

Pursuant 7 CFR 1780.75, when federal funds are expended by a member district, the NCEPC reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to:

(1) Meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The NCEPC also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if in its sole discretion that it is in the best interest of NCEPC to do so. The vendor will be compensated for work performed and accepted and goods accepted by any member district as of the termination date if the contract is terminated for convenience of the NCEPC. Any award under this procurement process is not exclusive and the NCEPC reserves the right to purchase goods and services from other vendors when it is in the best interest of the NCEPC.

Does the vendor agree to abide by the above? YES MMJ Initials of Authorized Representative of Vendor *Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended-Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).*

Pursuant to Federal Rule (G) above, when federal funds are expended by a member district, the vendor certifies that during the term of an award for all contracts resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does the vendor agree? YES MM Initials of Authorized Representative of Vendor

(C) Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM

Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (D) above, when federal funds are expended by a member district, the vendor certifies that during the term of an award for all contracts resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does the vendor agree? YES MM Initials of Authorized Representative of Vendor

(D) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)-Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (E) above, when federal funds are expended by a member, the vendor certifies that during the term and after the awarded term of an award for all contracts by a member district resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

- (1) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (2) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Does the vendor agree? YES MM Initials of Authorized Representative of Vendor

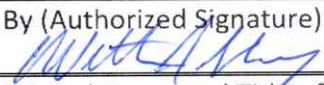
IRAN CONTRACTING ACT
CERTIFICATION OF ELIGILITY TO BID FOR CONTRACTS OF \$ 1 MILLION OR MORE
(Public Contract Code sections 2202-2208)

Pursuant to Public Contract Code 2204. (a) A public entity shall require a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a public entity with respect to a contract for goods or services of one million dollars (\$1,000,000) or more to certify, at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5, as applicable. A state agency shall submit the certification information to the Department of General Services.

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

Vendor Name/Financial Institution (printed) William G Gadberry, Inc, dba Delta Electric	Federal ID Number (or n/a) 77-0517412
By (Authorized Signature) 	
Printed Name and Title of Person Signing William G Gadberry	
Date Executed 1-31-24	Executed In Kern, Bakersfield, CA

OPTION #2 - EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (printed)	Federal ID Number (or n/a)
By (Authorized Signature)	
Printed Name and Title of Person Signing	Date Executed

RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR § 200.333

When federal funds are expended by a member district for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does the vendor agree?

YES WGS Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by a member district for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321, et seq.; 49 C.F.R. Part 18; Pub. L. 94- 163, 89 Stat. 871).

Does the vendor agree?

YES WGS Initials of Authorized Representative of Vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name/Company Name: William G Gadberry, Inc. dba Delta Electric

Company registered on SAM.gov? Yes _____ No X

Address, City, State, and Zip Code: 323 Romance Ct, Bakersfield, CA. 93314

Phone Number: 661-588-3335 Fax Number: 661-587-5476

Printed Name and Title of Authorized Representative: William G Gadberry

Email Address: williamgadberry@sbcglobal.net Date: 1-31-24

Signature of Authorized Representative: 

Must be completed and returned with Bid