

**SAN DIEGO CONVENTION CENTER CORPORATION**

**REQUEST FOR PROPOSALS  
FOR  
CONCRETE FLOORS RESEALING AND RESURFACING  
RFP # 22-1005**

**Issue Date:** July 23, 2021

**Mandatory Pre-Bid Site Walk:** July 29, 2021 at 10:00 a.m. local time

**Pre-Bid Question Deadline:** August 2, 2021 at 5:00 p.m. local time

**Bid Deadline:** August 6, 2021 at 5:00 p.m. local time  
San Diego Convention Center Corporation  
Procurement Department  
**Send bids to:** shane.young@visitsandiego.com

**Procurement Contact:** Shane Young  
Procurement & Contracts Administrator  
**Email:** shane.young@visitsandiego.com  
**Phone:** (619) 782-4392

**Description:** The San Diego Convention Center Corporation (“Corporation”) is requesting proposals from qualified contractors (“Contractor”) for the resealing and resurfacing of the concrete floors in the San Diego Convention Center’s exhibit halls. For full details of the scope of work, see Section 3 – Scope of Work.

Exhibits incorporated in this RFP:

- Exhibit A – Exhibit Hall Floor Plans

Exhibits are located at: <https://www.visitsandiego.com/procurement/2203323-rfp-22-1005-concrete-floors-resealing-and-resurfacing>

Written questions regarding the substance of the RFP must be submitted via e-mail to the procurement contact listed above no later than the Pre-Bid Question Deadline indicated above. E-mailed Bids are due prior to the Bid Deadline indicated above and must be delivered to shane.young@visitsandiego.com. Late bids will not be accepted – NO EXCEPTIONS.

**PROCUREMENT REQUIREMENTS**

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## Section 1 – Proposal Process Timeline

| Event   | Location  | Date(s)                    | Time (PDT) |
|---|---|----------------------------|------------|
| Bid Issue   | Posted: <a href="https://visitsandiego.com/work-with-us/vendors/current-opportunities">https://visitsandiego.com/work-with-us/vendors/current-opportunities</a> | July 23, 2021              | 10:00 a.m. |
| Mandatory Pre-Bid Site Walk                         | 111 West Harbor Drive, San Diego, CA 92101  | July 29, 2021              | 10:00 a.m. |
| Deadline for Pre-Bid Inquires                       | Email: <a href="mailto:shane.young@visitsandiego.com">shane.young@visitsandiego.com</a>   | August 2, 2021             | 5:00 p.m.  |
| Responses to Inquires Posted                        | Posted: <a href="https://visitsandiego.com/work-with-us/vendors/current-opportunities">https://visitsandiego.com/work-with-us/vendors/current-opportunities</a> | August 3, 2021             | 5:00 p.m.  |
| Bid Deadline  | E-Mail Proposals to: <a href="mailto:shane.young@visitsandiego.com">shane.young@visitsandiego.com</a>   | August 6, 2021             | 5:00 p.m.  |
| Bid Evaluation                                      | Contractor will be notified by E-Mail   | August 9 – August 12, 2021 | TBD        |
| Notice of Intent to Award (contingent on approvals) | Contractor will be notified by E-Mail   | August 13, 2021            | TBD        |
| Budget Committee Approval                           | Internal Approval Process   | Mid-August                 | TBD        |
| Board of Directors Approval                         | Internal Approval Process   | Late August                | TBD        |
| Anticipated Award Date                              | Contractor will be notified by E-Mail   | Early September            | TBD        |

## Section 2 – Instructions & General Conditions

1. **COMMUNICATIONS:** All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to the Request for Proposal (RFP) must be made only through the Procurement Contact noted on the cover of this RFP, or their designee. A violation of this provision is cause for the Corporation to reject a company's bid. No contact regarding this document with other Corporation employees is permitted, and may be grounds for disqualification.
2. **PRE-BID INFORMATION AND QUESTIONS:** Each bid that is timely received will be evaluated on its merit and for completeness of all requested information. In preparing bids, Bidders are advised to rely only upon the contents of this RFP and accompanying documents and any written clarifications or addenda issued by the Corporation. If a Bidder finds a discrepancy, error, or omission in the RFP package, or requires any written addendum thereto, the Bidder is requested to notify the Procurement Contact noted on the cover of this RFP, so that written clarification may be sent to all prospective Bidders. All questions must be submitted in writing to the Procurement Contact before the Pre-Bid Question Deadline indicated on the front of this document. All answers will be issued in the form of a written addendum.
3. **PRE-BID MEETING:** A pre-bid site walk is **required** for consideration. Please **email [shane.young@visitsandiego.com](mailto:shane.young@visitsandiego.com)** to confirm attendance and obtain directions for the meeting location.
4. **RFP MODIFICATIONS:** Clarifications, modifications, or amendments may be made to the RFP at any time prior to the Bid Deadline at the discretion of the Corporation. It is the Bidder's responsibility to periodically check the Corporation's website at **<https://visitsandiego.com/work-with-us/vendors/current-opportunities>** until the posted Bid Deadline to obtain any issued addenda.
5. **BID SUBMISSION:** Submit offer on the Bid Form provided. Bidders are required to complete the entire Bid Form and supplements (if applicable).
  - a. Bids must be submitted to the Procurement Department, San Diego Convention Center Corporation, by **email to [shane.young@visitsandiego.com](mailto:shane.young@visitsandiego.com)**, before the date and time indicated as the deadline. It is each Bidder's sole responsibility to ensure the Procurement Department receives the bid prior to the Bid Deadline.
  - b. Submission of a bid establishes a conclusive presumption that the Bidder is thoroughly familiar with the Request for Proposal (RFP) and that the Bidder understands and agrees to abide by each and all of the stipulations and requirements contained therein.
  - c. All costs incurred in the preparation and presentation of the bid is the Bidder's sole responsibility; no pre-bid costs will be reimbursed to any Bidder. All documentation submitted with the bid will become the property of the Corporation.
  - d. Bids must be held firm for a minimum of 60 days.
6. **EXCEPTIONS:** Bidder shall clearly identify any proposed deviations from the Scope of Work in the Request for Proposal. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the Bidder's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the Bidder's bid, the Corporation will assume complete conformance with this specification and the successful Bidder will be required to perform accordingly. Bids not meeting all requirements may be rejected.
7. **DUPLICATE BIDS:** No more than one (1) bid from any Bidder, including its subsidiaries, affiliated companies, and franchises will be considered by the Corporation. In the event multiple bids are

submitted in violation of this provision, the Corporation will have the right to determine which bid will be considered, or at its sole option, reject all such multiple bids.

8. **REJECTION:** The Corporation reserves the right to reject any or all bids, or to accept or reject any bid in part, and to waive any minor informality or irregularity in bids received if it is determined by the Director, Procurement and Contracts that the best interest of the Corporation will be served by doing so. A Bidder's failure to provide any additional information requested by the Corporation prior to a contractor selection may result in rejection of the bid. The Corporation may reject any bid from any person, firm, or corporation in arrears or in default to the Corporation on any contract, debt, or other obligation, or if the Bidder is debarred by the Corporation from consideration for a contract award.
9. The Corporation reserves the right to reject all nonconforming, nonresponsive, unbalanced, or conditional Bids. Discrepancies in the multiplication of unit prices and unit prices themselves will be resolved in favor of unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
10. **PROCUREMENT POLICY:** Procurement for the Corporation will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the Corporation.
11. **NON-DISCRIMINATION:** Corporation will not contract with any person or firm that discriminates against employees or applicants for employment because of any factor not related to job performance. The Bidder must comply with all federal, state, and local laws and policies that prohibit discrimination in employment contracts. The Bidder must include in its subcontracts provisions that prohibit subcontractors from discriminating in their employment practices.
12. **BIDDER EVALUATION:** The Bid will be awarded to the most responsive, responsible Bidder meeting specifications with the highest evaluation score based upon the following criteria:
  - A. **Price – 50%**
  - B. **Comparable Projects (similar size & complexity) – 35%**
  - C. **Key Personnel Resumes – 10%**
  - D. **Safety Record – 5%**
13. **CONTRACT AWARD:** The Corporation reserves the right to award by item, group of items, or total bid. The Bidder to whom the award is made will be notified at the earliest possible date. After a final award of the Contract by the Corporation, the Contractor must execute and perform said Contract. If, for any reason, a contract is not executed with the selected Bidder within fourteen (14) days after receipt of Contract, then the Corporation may recommend the award to the next qualified Bidder.
14. **DISQUALIFICATION OF BIDDERS:** Any one or more of the following causes may be considered for the disqualification of a Bidder as non-responsible and the rejection of the Bid:
  - a. Evidence of collusion among Bidders;
  - b. Lack of competency as revealed by either financial, experience, or safety statements;
  - c. Lack of responsibility as shown by past work;
  - d. Uncompleted work under other contracts which in the judgment of the Corporation, might hinder or prevent the prompt completion of additional work if needed.

15. **DISCUSSIONS:** Discussions may be conducted with responsible Bidders, in order to clarify and assure full understanding of, and conformance to, the solicitation requirements. Discussions may be conducted with Bidders who submit bids determined to be reasonably susceptible of being elected for award, but bids may be accepted without such discussions.
16. Bidders shall be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of bids. Such revisions may be permitted after submission and prior to award for the purpose of obtaining best and final offers. If during discussions there is a need for any substantial clarification of or change in the RFP, the RFP shall be amended to incorporate such clarification or change. The Bidder shall reduce any substantial oral clarification of a bid in writing.
17. **PREVAILING WAGE COMPLIANCE:** The Contractor shall be fully knowledgeable of and shall comply with the provisions of the Labor Code applicable to the Work, including the general prevailing wage rate requirements, apprenticeship requirements, and requirements for subcontracts as applicable. Corporation public works projects are subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR) in accordance with Labor Code Section 1771.4(a)(1). As part of this program, contractors and subcontractors on public works projects are required to be registered with DIR in accordance with Labor Code Section 1725.5.
18. **COMMITMENT TO USE A SKILLED AND TRAINED WORKFORCE:** Per Public Contract Code Section 2600 et seq., the Bidder shall not be prequalified and/or shortlisted unless the entity provides an enforceable commitment to the Corporation that the Bidder and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an Apprenticeshipable Occupation in the building and construction trades.
19. The Bidder, by submitting its Bid to the Corporation, agrees that if selected, it and its subcontractors at every tier will comply with the requirements of Public Contract Code Section 2602(a) and that the Bidder will provide the Corporation with evidence, on a monthly basis while the project or contract is being performed, that the Bidder and its subcontractors are complying with the requirements of Public Contract Code Section 2602(a).
20. **SUBCONTRACTORS:** The successful Bidder must identify all subcontractor(s) regardless of the dollar amount or percentage and the services they will provide. The successful Bidder is responsible for all payments and liabilities of all subcontractor(s). Corporation reserves the right to approve or reject any proposed subcontractor. If the Corporation rejects any proposed subcontractor, the successful Bidder shall be responsible to assume the proposed subcontractor's responsibilities. The successful Bidder may propose another subcontractor if it does not jeopardize the effectiveness or efficiency of the contract.
21. Nothing contained in the RFP or in the contract shall create or be construed as creating any contractual relationship between subcontractor and the Corporation. The Contract will not be assignable to any other business entity without the Corporation's approval.
22. **INSURANCE REQUIREMENTS:** At all times during the term of the contract, the Contractor shall maintain, at their sole expense, insurance coverage for the Contractor, its employees, officers and independent contractors, as follows:

| TYPE OF INSURANCE               | MINIMUM ACCEPTABLE LIMITS OF LIABILITY |
|---------------------------------|--|
| 1. Workers Compensation         | Statutory                              |
| 2. Employers Liability          |  |
| A. Each Accident                | \$2,000,000.00                         |
| B. Each Employee-disease        | \$2,000,000.00                         |
| C. Policy Aggregate-disease     | \$2,000,000.00                         |
| 3. Commercial General Liability |  |
| A. Per Occurrence               | \$2,000,000.00                         |
| 4. Business Auto Liability      | \$2,000,000.00                         |

San Diego Convention Center Corporation, Inc., City of San Diego, San Diego Unified Port District, and the members, officers, directors, agents and employees of each of these three entities shall be named as additional insured.

- 23. DISCLOSURE OF CONTENTS:** All information provided in the bid shall be held in confidence and shall not be revealed or discussed with competitors or the general public, until after award of the contract except as provided by law or court decision.
- 24.** Bidders must make no other distribution of the bids other than authorized by this RFP. A Bidder who shares cost information contained in its bid with other Corporation personnel or competing Bidder’s personnel shall be subject to disqualification.
- 25. PUBLIC DISCLOSURE:** Bids are subject to public disclosure after the deadline for submission in accordance with applicable law.
- 26. CONTRACT COMMENCEMENT:** Commencement of a contract shall not begin prior to all necessary Corporation approvals, including Corporation’s Board of Directors approval where required, and subsequent execution of the Corporation’s Contract. Commencement of a contract without these approvals is solely at the Bidder’s own risk and is likely to result in no payment for services performed or goods received.
- 27. CHANGE ORDERS:** In the event Corporation determines to change the SOW to either delete or add work to be performed by Contractor or the materials to be provided for the SOW, Contractor shall prepare a Change Order setting forth in detail the changes to the SOW, the cost associated with the changes, and the amount by which the GMP will decrease or increase. Corporation shall have the right to approve or disapprove the change order. Change Order Requests shall not exceed a markup percentage of Ten Percent (10%).
- 28. CONTRACTOR REQUIREMENTS:**

| Requirement Type   | Required For This Project                |
|--|--|
| 1. Contractors State License Board (CSLB) License  | Yes                                      |
| Appropriate License Classification(s)  | C-8, C-15, C-33, C-61/D-06,<br>C-61/D-12 |
| 2. Registration with Department of Industrial Relations (DIR) as a Public Works Contractor | Yes                                      |
| 3. California Prevailing Wage  | Yes                                      |
| 4. Bid Bond  | No                                       |
| 5. Performance Bond  | No                                       |
| 6. Payment Bond  | No                                       |

## Section 3 – Scope of Work

The San Diego Convention Center Corporation (“Corporation”) is requesting proposals from qualified contractors (“Contractor”) for the resealing and resurfacing of the concrete floors in the San Diego Convention Center’s exhibit halls. Corporation’s recent shelter operations resulted in damages to the exhibit hall floors. Primary shelter damages include rusting, oxidation and stains. Contractor shall be responsible for resurfacing and resealing shelter related damage, using methods and materials approved in advance by Corporation. Contractor shall provide full wall to wall resurfacing and resealing in Halls C, E and F, while resurfacing and resealing areas of other halls as designated by Corporation. Contractor shall propose resurfacing solutions that best match the existing concrete floors that are not being resealed/resurfaced. Project square footage includes:

- Hall C: 92,040 square feet
- Hall E: 43,350 square feet
- Hall F: 54,638 square feet
- All other Halls: As directed by Corporation – TBD

### **ADD ALTERNATE**

Award of Add Alternate is subject to funding and schedule availability around event activity. Add Alternate bids will be evaluated under the same evaluation criteria as the base bid. Add Alternate scope:

- Wall to wall resealing and resurfacing of Exhibit Halls A-F flooring: 525,701 square feet

### **PERMITTING**

There are no permits required for this project.

### **CODE COMPLIANCE**

Contractor is responsible for the delivery of a project that meets all safety protocols, OSHA requirements, and all applicable code requirements.

### **HOURS OF WORK**

Work shall be completed during normal business hours (8:00 a.m. – 5:00 p.m.) contingent and scheduled around event activities.

### **REMOVAL OF DEBRIS**

Contractor will be responsible for all debris removal. All recyclable materials must be recycled at a recognized recycling center. Contractor shall provide Corporation with all recycling receipts.

### **CONSTRUCTION SERVICES**

Daily Progress Logs & Reports - Daily Logs are to be written, maintained on site and available if Corporation wishes to review them. On-Site Supervision - A supervisor level or higher representative of the Contractor will be required to be on site at any time work is in progress on site.

### **WARRANTY**

Contractor shall provide a One (1) year warranty for the workmanship and materials required to complete the project scope of work.

### **FINAL PAYMENT**

Final contract payment is contingent upon Corporation’s inspection and approval of work and completion of punch list.

## Section 4 – Bid Form

Failure to complete this form in its entirety may result in your Bid being deemed non-responsive.

**BIDDER**

Legal Business Name \_\_\_\_\_

Other Entity Name(s) (if applicable) \_\_\_\_\_

CSLB License Number \_\_\_\_\_

DIR Public Works Contractor Number \_\_\_\_\_

Primary Contact Name \_\_\_\_\_

Primary Contact Position \_\_\_\_\_

Primary Contact Phone Number \_\_\_\_\_

Primary Contact Email \_\_\_\_\_

**BID**

Please fill in the highlighted sections below: Cost is inclusive of all materials, prevailing wage labor, warranty, parking, and all overhead costs. **Submit proposed resurfacing solutions/sealants as a separate file.**

| Exhibit Hall | Price per Square Foot | Square Footage | Total (Lump Sum Price) |
|--------------|-----------------------|----------------|------------------------|
| C            |                       | 92,040         |                        |
| E            |                       | 43,350         |                        |
| F            |                       | 54,638         |                        |

**ADDITIONAL EXHIBIT HALL RESEALING/RESURFACING:** Propose an allowance for additional resurfacing and resealing for other exhibit halls apart from Halls C, E and F based on site walk findings: \_\_\_\_\_

**ADD ALTERNATE:** Lump sum price for full wall to wall resurfacing and resealing in Exhibit Halls A-H (525,701 square feet): \_\_\_\_\_

|   |
|---|
| <p><b>EXCLUSIONS AND CLARIFICATIONS.</b> Provide a list of any exclusions and/or clarifications:<br/> <i>(use additional sheets of paper as needed)</i></p> |
|   |

**PROMPT PAYMENT DISCOUNT**

The price(s) proposed herein can be discounted by \_\_\_\_\_%, if payment is made within \_\_\_\_\_ days.  
 Note: Unless Prompt Payment Discount is specified above, a Net 30 will be considered.

**KEY PERSONNEL RESUMES**

Submit resumes of key personnel i.e. Superintendent, Project Manager. **(Attach as separate file)**

**SAFETY RECORD**

Submit company OSHA Form 300A. **(Attach as separate file)**



**COMPARABLE PROJECTS:** Provide four (4) comparable projects similar in size and complexity:  
(use additional sheets of paper as needed)

1. Project Name: \_\_\_\_\_

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

Name of Company: \_\_\_\_\_

Client Contact Information: \_\_\_\_\_

Contract Award Value: \$ \_\_\_\_\_

Contract Completion Value: \$ \_\_\_\_\_

If Contract Award / Completion Are Different Values, Please Explain Why: \_\_\_\_\_

Contract Completion Date: \_\_\_\_\_

Actual Completion Date: \_\_\_\_\_

Brief Description of Agreement/Contract or Services Provided: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Project Name: \_\_\_\_\_

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

Name of Company: \_\_\_\_\_

Client Contact Information: \_\_\_\_\_

Contract Award Value: \$ \_\_\_\_\_

Contract Completion Value: \$ \_\_\_\_\_

If Contract Award / Completion Values Are Different, Please Explain Why: \_\_\_\_\_

Contract Completion Date: \_\_\_\_\_

Actual Completion Date: \_\_\_\_\_

Brief Description of Agreement/Contract or Services Provided: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3. Project Name:** \_\_\_\_\_

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

Name of Company: \_\_\_\_\_

Client Contact Information: \_\_\_\_\_

\_\_\_\_\_

Contract Award Value: \$ \_\_\_\_\_

Contract Completion Value: \$ \_\_\_\_\_

If Contract Award / Completion Values Are Different, Please Explain Why: \_\_\_\_\_

\_\_\_\_\_

Contract Completion Date: \_\_\_\_\_

Actual Completion Date: \_\_\_\_\_

Brief Description of Agreement/Contract or Services Provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**4. Project Name:** \_\_\_\_\_

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

Name of Company: \_\_\_\_\_

Client Contact Information: \_\_\_\_\_

\_\_\_\_\_

Contract Award Value: \$ \_\_\_\_\_

Contract Completion Value: \$ \_\_\_\_\_

If Contract Award / Completion Values Are Different, Please Explain Why: \_\_\_\_\_

\_\_\_\_\_

Contract Completion Date: \_\_\_\_\_

Actual Completion Date: \_\_\_\_\_

Brief Description of Agreement/Contract or Services Provided: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**TO: CORPORATION**

The Undersigned hereby offers and agrees to furnish the goods and/or services in compliance with all terms, scope of work, conditions, specifications, and addenda in the Request for Proposal.

**BIDDER QUALIFICATION STATEMENT:**

The following statements of experience, personnel, and general qualifications of the Bidder are submitted with the assurance that the Corporation can rely on its accuracy and truthfulness.

**ADDENDA:**

The undersigned has read, understands and is fully cognizant of the Instruction, Scope of Work, Bid Form, all Exhibits thereto, and all contents of this document, together with any written addenda issued in connection with any of the above. The undersigned hereby acknowledges receipt of the following addenda: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (write "none" if none). In addition, the undersigned has completely and appropriately filled out all required forms.

**COMPLIANCE:**

The undersigned hereby accepts all administrative requirements of the RFP and will be in compliance with such requirements. By submitting this Bid Form, the Bidder represents that: 1) the Bidder is in compliance with any applicable ethics provisions of the Corporation's RFP, and 2) if awarded a contract to provide the goods or services required in the RFP, the Bidder will comply with the Corporation's standards outlined in this RFP.

**NON-COLLUSION:**

The undersigned, by submission of this Bid Form, hereby declares that this Bid is made without collusion with any other person, firm, or corporation.

**INSURANCES:**

The undersigned further agrees that if awarded the Contract, it will submit to the Corporation any required evidence of required insurance coverage within 14 business days after acceptance of this bid.

**FROM:**

Respondent's Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

# Business Ownership Declaration

For Statistical Purpose Only. Required by the City of San Diego.

## Company Information

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

Contact Person: \_\_\_\_\_

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

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

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

## Ownership Classification

\*Includes Individuals, Sole Proprietorships, Partnerships, LLC's and Corporations

Women owned Business (WBE – SWBE) – 51% ownership and active management

Minority Owned Business (MBE – SMBE) – 51% ownership and active management

Disadvantaged Business (DBE): a for-profit small business that is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged as defined in Code of Federal Regulations Title 49 part 26. In the case of a corporation, 51 percent of the stock is owned by one or more such individuals; and, whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

Disabled Veteran Business Enterprise (DVBE)

Small Business Enterprise (SBE)

Small Local Business Enterprise (SLBE)

None Apply

## Certifications

Yes  No Ownership Classification has been certified by a city, federal, state or private agency.

Certifying Agency: \_\_\_\_\_ Certification Date: \_\_\_\_\_

Certifying Agency: \_\_\_\_\_ Certification Date: \_\_\_\_\_

## Ethnicity

\*Required – select one.

African American

Asian

Caucasian

Hispanic

Filipino

Native American

Pacific Islander

Other: \_\_\_\_\_

**DESIGNATION OF SUBCONTRACTORS FORM**

A contractor or subcontractor shall not be qualified to quote, bid, propose on, be listed in a quote, 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 of the Labor Code.

Contractor acknowledges that this project is a public works project as set forth in Labor Code § 1720, et seq. and certifies that all workers employed in the execution of the contract will be paid the correct prevailing wages. The San Diego Convention Center Corporation has obtained from the Director of the Department of Industrial Relations, general prevailing wage determinations for the locality in which the work is to be performed. Copies of such wages are on file at SDCCC and available for inspection to any interested party upon request. The determinations are also available from the Department of Industrial Relations on the internet at <http://www.dir.ca.gov/DLSR/PWD/index.htm>.

Contractor acknowledges that certain stipulations are required to be included in the Contract by Labor Code §1720, et seq., certifies that it is knowledgeable of these requirements, and agrees to be bound by the required provisions. These include, but are not limited to, maintaining accurate payroll records, verifying and certifying payroll records, and making them available to SDCCC for inspection. Contractor shall require its subcontractors to comply with section 1776 of the Labor Code and is responsible for ensuring its subcontractors submit certified payroll records to SDCCC, weekly. Lien Releases from the Contractor and subcontractors will be required for payment of invoices.

If a worker is paid less than the prevailing wage rate owed for a calendar day or portion of a day, Contractor agrees in accordance with Labor Code § 1775 to pay the worker the difference between the prevailing wage rate and the amount actually paid. If apprentices are employed on the project, the contractor shall be responsible for ensuring compliance with Labor Code § 1777.5. The Contractor shall be responsible for any penalties levied in accordance with Labor Code § 1812 for failing to pay required overtime wages.

| DESIGNATION OF SUBCONTRACTORS   |                           |                     |           |       |
|---|---------------------------|---------------------|-----------|-------|
| DESCRIPTION OF WORK<br><small>(Indicate if work includes only a portion of the quote, bid, or proposed item. If subcontractor(s) will not be used then indicate "no subcontractor".</small> | BUSINESS NAME AND ADDRESS | % OF TOTAL CONTRACT | LICENSE # | DIR # |
|   |                           |                     |           |       |
|   |                           |                     |           |       |
|   |                           |                     |           |       |
|   |                           |                     |           |       |
|   |                           |                     |           |       |

Solicitation/RFP Title or PO # \_\_\_\_\_

Contractor Name \_\_\_\_\_ DIR# \_\_\_\_\_

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