INVITATION FOR BIDS

of the Material and Labor Required for:

Bid Number #
1718-010

Proposition 39 HVAC Upgrade

Summerville Union High School District

for

Summerville High School

17555 Tuolumne Road, Tuolumne, CA 95379

Table of Contents

1 Overview 1

2 Notice Inviting Bids for Summerville Union High School District Proposition 39 HVAC Upgrade 2

3 Scope of Work 4

4 Instructions to Bidders 5

5 Bid Proposal Form 13

6 Subcontractor List 14

7 Non-Collusion Affidavit Form 15

8 Bid Security 16

9 Workers Compensation Certificate 17

10 Background Checks for Contractors 18

11 Bid Equipment 19

12 Required Document Checklist 20

13 Contractor Acknowledgements 21

14 Exhibit A: Itemized Scope of Work 25

15 Exhibit B: Site Maps 26

16 Exhibit C: School District Calendar 27

1 Overview

Summerville Union High School District is soliciting bids from interested contractors to implement HVAC upgrades for their District. The goal of the project is to reduce energy use at the school site. The project must comply with the California Energy Commission (CEC) guidelines for the use of Proposition 39 funding.

The District seeks a contractor to complete the following at Summerville Union High School District:

Remove, dispose and upgrade fifteen (15) roof top HVAC units ranging from 3-12.5 tons. with in kind replacements that are more energy efficient units. A proposed schedule indicating a timeline for this solicitation is presented below.

Mandatory walkthrough: March 8th, 2018 at 3:00PM
Bids due & Public Opening: March 20th, 2018 by 3:00PM
Anticipated bid award date: April 11th, 2018
Installation start date: June 11th, 2018
Installation complete: July 27th, 2018

Emily Dondero
Principal
Freedom Energy Corporation
(209) 765-8657
emily@freedomeenergycorp.com

Jessica Lozoya
Chief Business Official
Summerville Union High School District
(209) 928-5773
jlozoya@summbears.net

Summerville High School
17555 Tuolumne Rd
Tuolumne, CA 95379

2 Notice Inviting Bids for Summerville Union High School District Proposition 39 HVAC Upgrade

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the Board of Trustees of the Summerville Union High School District of Tuolumne County, California, hereby invites and will receive sealed bids for the furnishing of all labor and materials for the following work: **Summerville Union High School District**, **Proposition 39 HVAC Upgrade.**

Please submit an interest in bidding by **Monday, February 26th, 2018 at 5:00pm**. Send an email to **emily@freedomenergycorp.com** or call **209-765-8657**. Work done shall be in accordance of the Bid Documents prepared by Freedom Energy Corporation, and Summerville Union High School District. Bid Documents will be distributed on **Friday, March 2nd 2018 by 11:00am** by email or via website: www.freedomenergycorp.com. The mandatory pre-bid walk will start at **3:00PM on Thursday, March 8th 2018** at Summerville High School. Meet in front of the Summerville High Office. **Written and sealed bids must be submitted no later than: 3:00 PM Tuesday March 20th 2018** at the Summerville High School Library, then at said location bids will be publicly opened and read aloud.

Freedom Energy Corporation
main contact: Emily Dondero
Sonora, CA 95370
freedomenergycorp.com
209-765-8657
emily@freedomenergycorp.com

Summerville Union High School District
Main contacts: Jessica Lozoya
17555 Tuolumne Road
Tuolumne, CA 95379
(209) 928-5773

Bids are required for the entire project as set forth in the Bid Documents and must be submitted on the provided forms. Bid must be accompanied by cashier's check, certified check or bidder's bond 10% of the base bid. The successful bidder will be required to furnish performance and payment bonds 100% of the contract price. All work shall be completed on weekdays, no holidays and during hours when school is not in session between June 11th, 2018 to July 27th, 2018. At the time the contract is awarded, the contractor shall possess a **C-20 Warm-Air Heating, Ventilating and Air-Conditioning** license or appropriate state of California licensing for the work required. Any bidder not licensed or registered with DIR as Public Work certified at the time of the bid opening, or does not meet bid requirements will be rejected as nonresponsive. The board reserves the right to reject any and all bids. The Board also reserves the right to waive any informality in any bid received. The successful bidder will be selected per the lowest base bid. This project is "public work" to which general prevailing wage rates will apply. Contractor will pay prevailing rate of per diem wages for the type of work performed and

the locality in which the work is to be performed within the boundaries of the School District. Certified Payroll Reports will be requested.

BID AND PROJECT DETAILS: This is a HVAC upgrade project under Proposition 39. HVAC unit upgrades will be an in kind replacement with a more energy efficient unit. Unit replacements will take place at Summerville High School to remove, dispose and upgrade sixteen (15) roof top HVAC units ranging from 3-12.5 tons.

3 Scope of Work

The intent of the District is to enter into an Agreement with a licensed, Public Works Certified contractor whom is a responsive and responsible bidder for the removal and replacement/installation of (15) varied HVAC units throughout Summerville Union High School District. Summerville Union High School District is seeking a contractor who can meet all project requirements, including providing all the labor and materials to complete the HVAC upgrades.

This document is to be used as a base scope of work. It will be the contractor's responsibility to identify and produce technical or engineer specifications if required, and identify needed labor and equipment needed if not listed below, including disconnects, duct sealing, power, mechanical ductwork, structural reinforcement, roofing patch and repair, miscellaneous electrical and plumbing work, and systems commissioning. Besides all labor and material for installation, the contractor is responsible for proper disposal of any materials/units removed in order to install new HVAC units.

Summerville Union High School District HVAC Upgrade

a. Location
   i. See exhibit A for locations and existing units
   ii. See exhibit B for site map
b. Demolition
   i. Remove existing units
   ii. Ensure proper disposal of removed units
c. Mechanical
   i. Provide and install fifteen (15) new units
   ii. See exhibit A for existing unit and reference for equipment specification requirements
   iii. Provide, install and set up any additional equipment or materials required to make new unit functional and operating
d. Controls
   i. Connect new units to existing thermostats and ensure proper operations. Install new compatible thermostat if needed and ensure proper operation.
e. Electrical
   i. Disconnect and reconnect power in the same location
f. Structural
   i. Proposed new unit weight should be equal or lesser weight and in the same location. No structural framing should be altered. For units where CFM exceeds 2000 ensure automatic shutoff.
g. Reporting and Permitting
   i. Report cost and other information if requested to meet Prop 39 reporting requirements
   ii. Project will be completed in workmanlike manner and will meet all required building codes and standards
h. Title 24
   i. New systems must comply with 2016 Building Energy Efficiency Standards

4 Instructions to Bidders

These instructions are considered part of the Bid Documents and represent basic requirements, which must be met in order to submit a bid for the project.

District Contact: Questions related to the bid or bid documents are to be directed to Emily Dondero, via email **emily@freedomenergycorp.com or 209-765-8657.**

Mandatory Job Walk: **starts at 3:00PM Thursday March 8th 2018. Meet in front of the Summerville Union High School District Office. Do not bother the office.**

Bid Questions and Addenda: Questions will be received from March 2nd, 2018 to March 19th, 2018. The last day for bidder questions and clarifications are due before 3:00 PM via email to Emily Dondero, emily@freedomenergycorp.com on March 19th, 2018. Any last addenda will be issued via email by March 19th, 2018 by 5:00pm.

Sealed Bid Due by 3:00PM Tuesday March 20th 2018
Sealed submitted bids are due to Summerville Union High School District Office no later than 3:00PM on Tuesday March 20th 2018. Then said bids will be publicly opened that day in the library after 3:00PM. The District suggests that bids be hand delivered in order to ensure their timely receipt. Then at said Board Room bids will be publicly opened and read aloud. Summerville Union High School District Office is located at 17555 Tuolumne Rd, Tuolumne, CA 95379. Bids will not be accepted after the date and time stated above. Following the public opening and reading of Bid Proposals, the District estimates that the contractor will be announced April 11th, 2018 at a Board Meeting.

The following give more detailed instructions:

1. Mandatory Pre-bid Walkthrough
The mandatory pre-bid walkthrough is scheduled for 3:00PM on Thursday March 8th 2018. Contractors are expected to meet at the Summerville Union High School District Office. The mandatory pre-bid walkthrough will be a general review of the work of the project, a review of site conditions and an opportunity to submit questions regarding the Work of the Project. Attendance at the mandatory pre-bid walkthrough is required by a primary Contractor to be eligible to submit a bid for this project. Attendance by any Sub- contractors is highly recommended. All bidders will be held to have familiarized themselves with all discernible conditions and no extra payment will be allowed for work required because of these conditions, whether specifically mentioned or not.

2. Bidder Information
Bidders entities who are capable of submitting a bid for the work must meet the following criteria:

- Possession of required California State Contractor License as required in execution of the Work of this Contract, Public Works Certified Contractor
- Attendance and Sign-in at Mandatory Pre-bid walkthrough.

3. Project Information
All subsequent correspondence relating to this project will be transmitted to bidders only. Bidders that are not capable of performing the work based on the requirements should not apply. All sub-contractors and other non-bidders wishing to receive information regarding project requirements should request that information from their respective Contractors or shall view information via Freedom Energy Corporation at: www.freedomenergycorp.com
Freedom Energy Corporation will transmit to all bidders such Addenda, as the District Representative, in its discretion, considers necessary in response to questions. Oral statements shall not be relied upon and will not be binding or legally effective. Addenda will be distributed by Freedom Energy Corporation website and email.

4. Examination of Bid Documents and Work Site
Before submitting a bid, Bidders shall examine the Bid Documents and visit the site of the proposed work and shall fully inform themselves of all conditions in and about the work site, the building or buildings, if any, and any work that may have been done thereon. However, no bidder shall visit the site without prior authorization. Submission of a bid constitutes acknowledgment of the terms of this provision.

5. DSA
It is the responsibility of the contractor to acknowledge any need or produce any documents that may be required for the Division of the State Architect (DSA). Currently following DSA guidelines the project should be exempt from review and approval of plans.

6. Copies of Documents
All designated interested bidders shall bring their own copy of the Bid Documents to the Mandatory Pre-Bid Walkthrough. Additional copies may be obtained at the cost of the interested bidder, the School District should not be made to bear any cost for providing Bid Documents. Alternatively, interested bidders, subcontractors, vendors, suppliers or other interested parties may view the Bid Documents on the Freedom Energy Corporation website.

7. Project Understanding
Submission of bid signifies careful examination of the Site, Bid Documents and complete understanding of the nature, extent and location of Work to be performed.
All questions about the meaning or intent of the Bid Documents are to be directed to the Freedom Energy Corporation and will be answered by Freedom Energy Corporation and the District. Interpretations or clarifications considered necessary in response to such questions will be posted on Freedom Energy Corporation's website and emailed. Addenda shall be written and will be posted on the website and emailed. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. If any person contemplating submitting a bid is in doubt as to the true meaning of any part of the general conditions or other bid documents, or finds discrepancies in, or omissions from such,

he/she may submit to Freedom Energy Corporation or the District in an email request for an interpretation or correction thereof. Any interpretation or correction of the bid documents will be made only by addendum.

8. General Contractor's Responsibility for Project Scope
Submission of a bid signifies that the Contractor has reviewed the contract documents including all addenda and that their bid covers all scope indicated.

9. Required Documents
All persons wishing to submit a bid for this work shall provide all required documents listed under required document list.
a. Bid Proposal Form. Bidders shall submit bids on the bid form provided. Bids not submitted on the required form shall be deemed non-responsive and shall not be considered. All items on the form shall be filled out. Numbers should be stated in figures, and signatures of all individuals must be in long hand. The completed form should be without interlineations, alterations, or erasures.
b. Subcontractor List. In accordance with California Public Contract Code Section 4104, Bidders shall submit names of all subcontractors and their respective bid item sub-bids on Sub-Contractor form provided. List those subcontractors who will perform any portion of Work, including labor, rendering of service, or specialty fabrication and installation of portions of the work. Any violation of this provision may result in bid being deemed non- responsive and not being considered. Please note all Sub-contractors, if any, engaged by the Contractor for the service shall be subject to the approval of the District. The Contractor shall be held responsible for all operation of sub- contractors and shall require them to maintain adequate Worker's Compensation and public liability insurance.
c. Non-Collusion Affidavit. In accordance with California Public Contract Code Section 7106, Bidders shall submit a Non-Collusion Affidavit as provided with their bids. Bids submitted without the affidavit will be deemed non-responsive and will not be considered.
d. Bid Proposal Security. A ten per cent (10%) bid security shall be required with the submittal of bids. Bids shall be accompanied by a certified cashier's check or Bid / Proposal Bond for an amount not less than (10%) of the bid amount. The cashier's check or Bid / Proposal Bond shall be made payable to the order of the Summerville Union High School District. The Bond shall be secured by a surety company satisfactory to the District. The cashier's check or Bond shall be given as a guarantee that the bidder will enter into the contract if awarded the work, and in the case of refusal or failure to enter the contract within (14) calendar days after notification of the award of the contract, the District shall have the right to award to another bidder. If the bidder fails or refuses to enter into the contract in a timely manner, the District reserves the right to declare the Bid / Proposal Bond forfeited and to pursue all other remedies in law or equity relating to such breach including, but not limited to, seeking recovery of damages for breach of contract. Failure to provide bid security, or bid security in the proper amount, shall result in the rejection of the bid.
e. Workers' Compensation Insurance. Pursuant to California Labor Code, the successful Bidder shall secure Workers' Compensation Insurance for its employees engaged in the Work of the Contract. The successful Bidder shall sign and deliver to the District the form of Workers Compensation Insurance included with the Contract Documents. The successful bidder shall sign and deliver to the District the following certificate prior to performing any of the Work under the Contract.

f. Background Checks for Contractors. No employees, subcontractors or subcontractors' employees working on campus can be convicted of a felony.
g. Bid Equipment with equipment specification data sheets. Contractors will be asked to clarify the units that have been spec'd in this bid response. In this sheet indicate the equipment model spec'd in this bid response and include in the bid response equipment specification data sheets.
h. Required Documents Checklist Bidders shall submit completed Required Documents form provided.
i. Contractor Acknowledgements Form. Bidders shall submit completed Contractor Acknowledgements Form as verification that the Bidder understands all Bid/project requirements.

10. Proposal Submittal
Bidders must supply all information required by bid documents. Bids must be full and complete. The District reserves the right in its sole discretion to reject any bid as non-responsive as a result of any error or omission in the bid. No verbal, digital, telegraphic, or telephonic bids or modifications thereof will be considered. Bidders shall submit bids and all Required Documents in sealed envelopes or boxes. Envelopes or boxes shall be hand delivered to the Summerville Union High School District Office, 17555 Tuolumne Rd, Tuolumne, CA 95379.
Envelopes or boxes must be sealed, and marked with name and address of the Bidder, bid number and should be addressed to the Summerville Union High School District.
All bids must be submitted by 3:00pm Tuesday March 20th 2018, then at 3:00PM bids will be publicly opened and read aloud in the library.

The estimated acceptance and awarded contractor announcement will occur April 11th, 2018 at the Board Meeting.

11. District's Right to Modify Contract Documents.
Before the public opening and reading of Bid Proposals, the District may modify the Work, the Contract Documents, or any portion(s) thereof by the issuance of written addenda disseminated via email to all Bidders who have attended the mandatory job walk and obtained the Bid Documents. If the District issues any addenda during the bidding, the failure of any Bidder to acknowledge such addenda in its Bid Proposal will render the Bid Proposal non-responsive and rejected. Acknowledgement of addendums is required on the Bid Proposal Form.

12. Withdrawal of Bids
Any bidder may withdraw its bid either by written or electronic request delivered to the District prior to the scheduled closing time for receipt of bids. In the event a bidder submitting a bid shall seek to withdraw its bid, it shall be the sole and exclusive responsibility of the bidder to notify the District of such withdrawal within the time and in the manner set forth above. Any written or electronic notice of withdrawal of a submitted bid received after the scheduled closing time for receipt of bids shall not be considered by the District, nor effective to withdraw such bid.

13. Acceptance of bids
No bids will be accepted from, or a contract awarded to, any party or firm in arrears to the District or who has defaulted in any way against the District as surety, contractor, or otherwise. No bid will be accepted from a contractor who has not been licensed in accordance with the provisions of the Contractor's License Act of the State of California, or is not certified as a Public Works Contractor with the State of California. The District reserves the right to reject any or all bids, including without limitation the right to reject any or all non-conforming, non-responsive, unbalanced or conditional bids. The District reserves the right to reject the bid of any Bidder if the District believes that it would not be in the best interest of Project to make an award to that Bidder, whether because the bid is not responsive or the Bidder is unqualified or of doubtful financial ability or if the Bidder fails to meet any other pertinent standard or criteria established by the District. The District reserves the right to waive informalities not involving price, time or changes in the Work. The District reserves the right, upon rejection of all bids, to re-bid the project as is, or with modifications, with the goal of receiving a responsive bid in support of the project goals. In evaluating bids, the District will consider the qualifications of Bidders, whether or not the bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Proposal Form or prior to the Notice of Award. The District will conduct such investigations as it deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Bid Documents to the District's satisfaction.

14. Awarded Contractor
The following documents, which will be provided after the awarded contractor is announced, are to be executed and submitted. All Bidders shall be prepared to submit the following documents to the District upon request.:

1. Insurance Certificates
2. Payment Bond - *based on the maximum total contract price as awarded, including additive alternates, if applicable*
3. Performance Bond - *based on the maximum total contract price as awarded, including additive alternates, if applicable*
4. Signed Contract between Contractor and District

15. Award of Contract
The District shall award the contract to the lowest, pre-qualified, responsible and responsive bidder who shall give such security and bonding as the Board requires. The District reserves the right to reject any and all bids, to contract work with whomever and in whatever manner the District decides, to abandon the work entirely and to waive any informality or non-substantive irregularity as the interest of the District may require.

16. Time
The work to be performed under this contract shall commence and be completed within June 11th, 2018 to July 27th, 2018, during weekdays, not on holidays and when students are not in session. Contractor shall be assessed the sum of Five Hundred Dollars ($ 500.00) per calendar day as liquidated damages for each and every day the work required under this Contract remains unfinished past the time for completion, as set forth in the Agreement, and any extensions of

time granted by the District to the Contractor under the terms of the Contract Documents and pursuant to Section 53069.85 of the Government Code. For purposes of this Article, the work shall be considered “complete” in accordance with the provisions, “COMPLETION”, except that the work may be considered complete without formal acceptance by the Governing Board so long as the board, at its next regularly scheduled meeting, accepts the work. Contractor shall not be charged for liquidated damages, as set forth above, because of any delays in completion of work which are not the fault or negligence of Contractor, including but not restricted to: acts of God, acts of public enemy, acts of Government, fires, floods, epidemics and quarantine restrictions. Contractor shall, within ten (10) calendar days of beginning of any such delay (unless District grants in writing a further period of time to file such notice prior to date of final settlement of the Contract), notify District in writing of causes of delay; thereupon District shall ascertain the facts and extent of delay and grant extension of time for completing work when, in its judgment, the findings of fact justify such an extension. The District’s finding of fact thereon shall be final and conclusive on the parties hereto. Extensions of time shall apply only to that portion of work affected by delay, and shall not apply to other portions of work not so affected.

17. Prevailing Wages & DIR Public Works Certified Contractor

The successful bidder will be required to comply with provisions of the labor code pertaining to payment of the generally prevailing rate of wages and apprenticeship or other training programs and all other requirements of the California Labor Code for Public Works as they apply to School Districts. It shall be mandatory upon the Contractor to whom the contract is awarded and upon any subcontractor under him, to pay not less than the said specified rate to all laborers, workmen, and mechanics employed by them in the execution of the contract. Contractor shall be required to submit certified payroll monthly as a condition of payment. Contractors submitting a bid must be a DIR Public Works Certified Contractor.

18. Public Records

Bid Proposals and other documents responding to the Call for Bids become the exclusive property of the District upon submittal to the District. Upon the District’s issuance of the Notice of Intent to award the Contract, all Bid Proposals and other documents submitted in response to the Call for Bids shall thereupon be considered public records, except for information contained in such Bid Proposals deemed to be Trade Secrets. A Bidder that indiscriminately marks all or most of its Bid Proposal as exempt from disclosure as a public record, whether by the notations of "Trade Secret," "Confidential," "Proprietary," or otherwise, may render the Bid Proposal non-responsive and rejected. The District is not liable or responsible for the disclosure of such records, including those exempt from disclosure if disclosure is deemed required by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of the District or its officers, employees or agents. At such time, as Bid Proposals are deemed a matter of public record, pursuant to the above, any Bidder or other party shall be afforded access for inspection and/or copying of such Bid Proposals, by request made to the District in conformity with the California Access to Public Records Act, California Government Code "6250, et. seq. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a Bid Proposal deemed exempt from disclosure hereunder, the Bidder submitting the materials sought by such action or proceeding agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys' fees arising there from. The party submitting materials sought by any other party shall be solely responsible

for the cost and defense in any action or proceeding seeking to compel disclosure of such materials; the District's sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

19. Notice Awarded Contract.
Following the public opening and reading of Bid Proposals, the District estimates it will announce the awarded contract by noon on Monday November 6th 2017 by email and publishing on Freedom Energy Corporation website.

20. Bid Protest
In order to protest the District's award of Contract, a disappointed bidder must submit a written description of all grounds for its protest to the District within forty- eight (48) hours of the time that the District announces an awarded Contract. The following will be required for a bid protest: i) The bid protest is in writing; (ii) The bid protest is filed and received by the District's Business Services not more than five (1) calendar days following the date of award (iii) The written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest; any matters not set forth in the written bid protest shall be deemed waived.

All factual contentions must be supported by competent, admissible and creditable evidence. Any bid protest not conforming with the foregoing shall be rejected by the District as invalid. Provided that a bid protest is filed in strict conformity with the foregoing, the District's Business Services or such individual(s) as may be designated by him/her, shall review and evaluate the basis of the bid protest. Either the District's Business Services, or other individual designated by him/her shall provide the bidder submitting the bid protest with a written statement concurring with or denying the bid protest. The District's Special Trustee will render a final determination and disposition of a bid protest by taking action to adopt, modify or reject the disposition of a bid protest as reflected in the written statement of the District's Business Services, or his/her designee. Action by the District's Special Trustee relative to a bid protest shall be final and not subject to appeal or reconsideration by the District, District's Business Services, any other employee or officer of the District. The rendition of a written statement by the District's Business Services (or his/her designee) and action by the District's Special Trustee to adopt, modify or reject the disposition of the bid protest reflected in such written statement shall be express conditions precedent to the institution of any legal or equitable proceedings relative to the bidding process, the District's award of the Contract, the District's disposition of any bid protest or the District's decision to reject all Bid Proposals. In the event that any such legal or equitable proceedings are instituted and the District is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorney's fees and costs incurred in connection with any such proceeding, including any appeal arising there from.

21. Indemnify Clause: The Bidder shall hold harmless and indemnify the District, Freedom Energy Corporation and the Board of Trustees, its officers and employees from every claim or demand which may be made during bidding process and decisions. The Contractor shall hold harmless and indemnify the District, Freedom Energy Corporation and the Board of Trustees, its officers and employees from every claim or demand which may be made by reason of: (a) Any injury to person or property sustained by the supplier or by any person, firm, or corporation,

employed directly or indirectly by him upon or in conjunction with his performance under the contract, except those injuries caused by District's employees. (b) Any injury to person or property sustained by any person, firm, or corporation caused by any negligent act or omission of the supplier or of any person, firm, or corporation directly or indirectly employed by him upon or in connection with his performance under the contract. (c) The Contractor, at his own expense and risk, shall defend any legal proceeding that may be brought against the District, Freedom Energy Corporation or the Board on any claim or demand listed above, and satisfy any judgment that may be rendered against the District, Freedom Energy Corporation or the Board therein.

5 Bid Proposal Form

To: Summerville Union High School District, and the District Board of Trustees

From:

_____
Name of Bidder

_____
Company Name

_____
Address

_____
City, State, Zip Code

_____
Telephone /Email

_____
Name(s) of Bidder's Authorized Representative(s)

_____
Contractor's License Number and Expiration Date, PWC Number

Bid #1718-010: Proposition 39 HVAC Upgrade
Total Bid Amount:

_____ ($_____)
Text Dollars

Pursuant to and in compliance with the Notice to bidders calling for bids and the other documents relating thereto, the undersigned bidder, having familiarized himself/herself with the terms of the bid documents, project scope, time constraints and other contract documents, hereby proposes and agrees to perform the Contract including, without limitation, all of its component parts; to perform everything required to be performed; to provide and furnish any and all of the labor, materials, engineering, tools, equipment, services and disposal necessary to perform the Contract and complete in a workmanlike manner all of the Work required for the Project described as: Bid#1718-010: Proposition 39 HVAC Upgrade. The undersigned has checked carefully figures and understands that the District is not responsible for any errors or omissions on the part of the undersigned making this bid.

ADDENDA
Receipt of the following addenda is hereby acknowledged

Addendum #_____ Dated _____ Addendum #_____ Dated _____
Addendum #_____ Dated _____ Addendum #_____ Dated _____
Addendum #_____ Dated _____ Addendum #_____ Dated _____

Bidder (Signature) with date

6 Subcontractor List

Listed below is the name of each subcontractor and the location of the office of each subcontractor who will perform work or labor in support of the work of this contract herein above described. Per Section 4101 of California Public Contract Code all first or second tier subcontractors performing any portion, or portions, of the bid in excess of 1/2 of 1% of base bid shall be listed. Include additional pages as necessary to list all sub- contractors.
Per Section 4104 of California Public Contract Code; If a Prime Contractor fails to specify a subcontractor or specifies more than one subcontractor for the same portion of work as described below, the Prime Contractor agrees that he is fully qualified to perform that portion himself and shall perform that portion himself.

Name and Details of Subcontractor

Name	Scope	License
Name	Scope	License
Name	Scope	License

Bidder (Signature) with date

7 Non-Collusion Affidavit Form

To be executed by the bidder and submitted with the bid.

I am the _____ (Title) of

_____ (Name of Company), 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 anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is

true and correct and that this declaration is executed on _____ (Date),

at _____ (City), _____ (State).

_____

Signed

_____

Typed Name

8 Bid Security

Proposal Security
Cashier's Check or Certified Check or bidder's bond drawn payable to the order of the Summerville Union High School District in the sum of:

_____ ($ _____)

Text Dollars

Bid bond will be 10% of the total proposal amount.

We, _____, as Surety and _____, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto Summerville Union High School District for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein. THE CONDITION OF THIS OBLIGATION IS SUCH THAT: WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as the Bid#1718-010 Prop 39 HVAC Upgrade. WHEREAS, subject to the terms of this Bond, the Surety is firmly bound unto the Obligee in the penal sum of TEN PERCENT (10%) of the maximum amount of the Bid Proposal submitted by the Principal to the Obligee, as set forth above. NOW THEREFORE, if the Principal shall not withdraw said Bid Proposal within the period specified therein after the opening of the same, or, if no period be specified, for NINETY (90) DAYS after opening of said Bid Proposal; and if the Principal is awarded the Contract, and shall within the period specified therefore, or if no period be specified, within FIVE (5) DAYS after the prescribed forms are presented to him for signature, enter into a written contract with the Obligee, in accordance with the Bid Proposal as accepted and give such bond(s) 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 for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Bid Proposal within the period specified for the holding open of the Bid Proposal or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said Bid Proposal and the amount for which the Obligee may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Obligee in again calling for Bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect. 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, the Work to be performed thereunder, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way affect its obligations 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, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents. In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety shall pay to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorney's fees.

(Corporate Seal) Principal/Contractor _____

By _____

Title _____

(Corporate Seal) Surety _____

Attach Attorney-In-Fact Certificate

By _____

Title _____

To be signed by Principal and Surety and Acknowledgment and Notary Seal to be attached.

9 Workers Compensation Certificate

I,_____ the _____ of
(Name) (Title)

_____, declare, state and certify that:
(Contractor Name)

1. I am aware that California Labor Code '3700(a) and (b) provides:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

2. I am aware that the provisions of California Labor Code '3700 require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this Contract.

_____
(Contractor Name)

By _____
(Signature)

_____
(Typed or printed name)

10 Background Checks for Contractors

Per California Education Code. §45125.1 and 45125.2
Certification of Background Check Requirements

The General Contractor shall sign and submit this form to the Summerville Union High School District prior to execution of the Contract for Construction.

Attention Summerville Union High School District Governing Board:

Neither;

_____

Contractor (Name of Firm)

nor any of our employees, subcontractors or subcontractors' employees who are required by California Education Code section 45125.1 or 45125.2 to submit or have their fingerprints submitted to the Department of Justice and who may have other than limited contact with pupils have been convicted of a felony as defined in California Education Code section 45122.1

_____	_____	_____
By	Representing	Date

11 Bid Equipment

Indicate the equipment model that has been spec'd as the replacement units for this bid response in the Proposed Replacement Unit column. Include equipment specification data sheets. See exhibit A, measure description, for requested SEER/EER ratings.

Summerville High School

Area Served	Qty	Existing Unit	Proposed Replacement Units
Library – (L-07)	1	3-ton Carrier Model 48HJD004G-631	
Library – (L-01, L-02, L-03, L-05)	4	4-ton Carrier Model 48HJD005G-631	
Library – (L-06)	1	8.5 ton Carrier Model 48HJE009G-631	
Library – (L-04, L-08)	2	6-ton Carrier Model 48HJE007G-631	
Gym Complex – Weight Room	1	4-ton Carrier Model 48HCDA05	
Gym Complex – Dance Room	1	5-ton Carrier Model 48HCDA06	
Gym Complex – Band Room	1	5-ton Carrier Model 48HCDA06	
Gym Complex – Theater (Stage, (2) Main Units)	3	12.5 ton Carrier Model 48HCDD14	
Gym Complex – Gym Foyer	1	12.5 ton Carrier Model 48HCDD14	

12 Required Document Checklist

The following items must be completed, signed where applicable, and submitted as part of completed bid. Failure to submit any of the following may result in disqualification. Forms may be removed for use, or photocopied from the Specifications.
See the bid form for time and location for submitting bids.

Required Bid Documents

Bid Proposal Form _____ **initial**
Subcontractor List _____ **initial**
Non-Collusion Affidavit _____ **initial**
Bid Security with Check or Bond _____ **initial**
Cashier's check, certified check or bid bond, payable to:
Summerville Union High School District
Workers Compensation Certificate _____ **initial**
Background Checks for Contractors _____ **initial**
Bid Equipment with Spec Sheets _____ **initial**
Required Documents Checklist _____ **initial**
Contractor's Acknowledgement _____ **initial**

Forms to be completed and included by successful bidder only:
Workers Compensation Certificate
Performance Bond
Payment Bond
Certificate of Insurance (provided by insurance company with 10 days after award)
Executed and Signed Contract between District and Contractor (to be provided upon award of contract)

Bidder Signature _____

Printed Name _____

13 Contractor Acknowledgements

By submitting a bid for this project with anticipated execution of the contract for construction, the Contractor Hereby Acknowledges that a promise has been made to the District to provide all project requirements, and labor and materials to complete the HVAC replacement project. The Contractor acknowledges that additional requirement that may be needed to complete Summerville Union High School District's project includes:

- Engineering Drawings
- Technical Specifications
- Hazardous Materials Abatement Specifications
- Permits
- County and State Standards and Codes, including meeting Title 24 where appropriate

The following acknowledgements are not meant to supersede or to limit the Contractor's contractual obligation to the District. Contractor is responsible for all items described in the contract and plan and spec documents. The following acknowledgements must be submitted with the contractor's proposal in order to be deemed a responsive and responsible bidder. Not all project requirements are indicated below.

Acknowledgements

Key Requirement	INITIAL
Contractor has experience managing public school projects	_____
Contractor acknowledges the District's right to self perform work. Contractor will not impede the District should the District decide to perform work with its own forces or via another contractor.	_____
The required completion date is July 27th, 2018. (or as revised by addendum).By entering into a contract with the District, the contractor acknowledges a complete understanding of the project and anticipates completion of the project on time and without reservation.	_____
The site will be available only on weekdays, no holidays and during hours when school is not in session.	_____
Inspections or Special Inspections will not be available on weekends	_____
Owner Rep/Project Manager will not be available for weekend questions or issues.	_____

Contract Modification Procedures
The District has the right to issue construction change directives when Contractor, and District do not agree on an issue. Contractor will oblige the District's right to issue change directives. General Contractor's overhead and profit markup shall not exceed 15% of subtotal, and for work performed by subcontractors shall not exceed 5%

All Change Requests for cost and time related to work completed on a time and material or force account basis must be provided within 30 days of completion of the work. If no Change Request is submitted in this time frame, the work is considered to have been completed as part of the base contract work at no additional cost to the District.

Any work completed on a time and material or force account basis in which a price quote was requested by District prior to performing the work and no price was provided must be submitted within 72 hours of completion of the work. If no Change Request is submitted in this time frame, the work is officially considered to have been completed as part of the base contract work at no additional cost to the District.

If the District requests additional information for a specific Change Request, then the Contractor must submit it within 15 days. If the Contractor fails to respond within 15 days, the Change Request is considered rejected by the District.

CONTRACT MODIFICATION PROCEDURES INITIAL _____

Payment Procedure
Upon acceptance of the lowest bidder and announcement of the awarded contract, the District will negotiate payment structure with contractor depending on schedule and expected project progress.

PAYMENT PROCEDURE INITIAL _____

Project Management and Coordination
The District has the right to reject a superintendent, project manager or other contractor staff and require replacement with appropriate/acceptable staff. Contractor will oblige the District's right to approve and accept contractor's staffing.

PROJECT MANAGEMENT AND COORDINATION INITIAL _____

Project Schedules
Construction may not begin until a schedule has been submitted. Contractor will submit a preliminary project schedule and contract within the time and parameter limits described. Schedule updates are required to be submitted each month as a condition of receiving payment that is negotiated with the District.

PROJECT SCHEDULES INITIAL _____

Construction Progress Documentation
Record Documents are the responsibility of the General Contractor's superintendent. Record documents shall be kept and updated daily.
Updated record documents are required to be provided each month as a condition of receiving payment.

CONSTRUCTION PROGRESS DOCUMENTATION INITIAL _____

Project Requirements
Contractor recognizes the authority of the Division of the State Architect (DSA) and will perform all work of this project in conformance with DSA requirements. Contractor will meet all Title 24 requirements where applicable for project scope. Contractor is a certified Public Works contractor, and will meet all DIR project requirements. Contractor shall provide the Project Inspector Access to all areas of construction at any time during the construction period

PROJECT REQUIREMENTS INITIAL _____

Product Options and Substitutions
Substitution requests must be submitted prior to bid or within 30 days of award of contract. Substitutions received within 30 days after award of contract will be reviewed – but Contractor acknowledges that there is no guarantee of acceptance by the District. Substitution requests submitted later than 30 days after award of contract will only be considered when a product becomes unavailable at no fault of the Contractor. Contractor acknowledges that substitution submittals that are not clearly marked as such will be summarily rejected. Substitutions will be submitted with a clear item-by-item explanation indicating why contractor believes the item is equivalent to a submitted item.

PRODUCT OPTIONS AND SUBSTITUTIONS INITIAL _____

Alcohol and Tobacco
There is absolutely no alcohol or tobacco or smoking use of any kind allowed on any school campus or School District site. The District has the right to remove any staff that does not follow this rule.

ALCOHOL AND TOBACCO INITIAL _____

Cleaning
The site must be kept clean at all times on a daily basis. Trash will not be allowed to accumulate on site. Removal and appropriate disposal of existing equipment and material from campus is required as part of the scope of this project.

CLEANING INITIAL _____

Contract Close Out Procedures
Contractor acknowledges that Occupancy or use by District does not necessarily denote "Beneficial" occupancy. Contractor may still be liable for Liquidated Damages when District occupies the facility while certain project components remain incomplete.

Contractor will not request a substantial completion review until contractor believes that all project components are satisfactorily completed.

CONTRACT CLOSE OUT PROCEDURE INITIAL _____

Bidder Signature _____

Printed Name _____

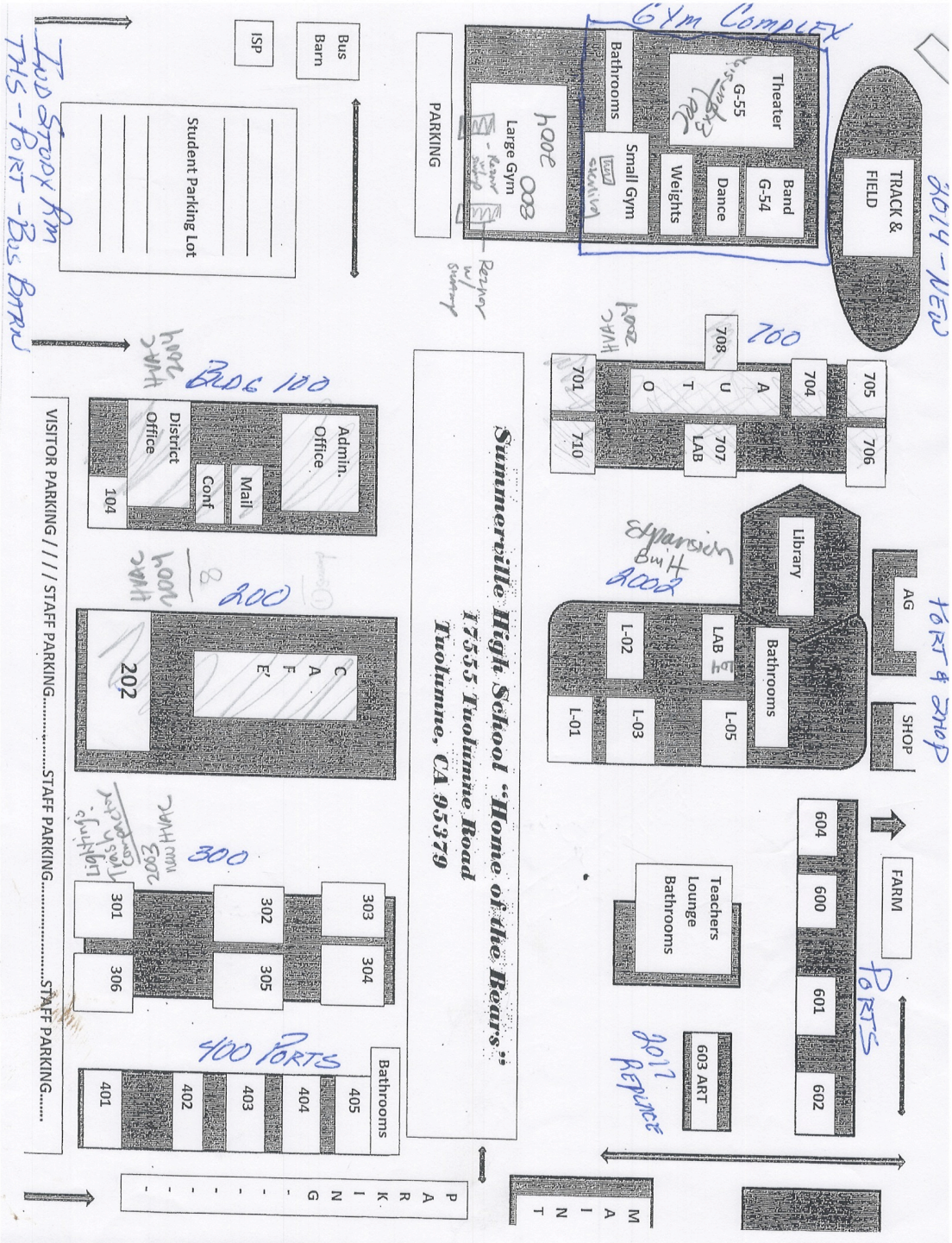
14 Exhibit A: Itemized Scope of Work

Summerville High School

Area Served	Qty	New Measure Description	Existing Unit
Library – (L-07)	1	Replace existing unit with a 16 SEER unit. Install with new economizer and compatible thermostat if necessary.	3-ton Carrier Model 48HJD004G-631
Library – (L-01, L-02, L-03, L-05)	4	Replace existing unit with a 16 SEER unit. Install with new economizer and compatible thermostat if necessary.	4-ton Carrier Model 48HJD005G-631
Library – (L-06)	1	Replace existing unit with a 12 SEER/10.4 EER unit. Install with new economizer and compatible thermostat if necessary.	8.5 ton Carrier Model 48HJE009G-631
Library – (L-04, L-08)	2	Replace existing unit with a 12 SEER/10.4 EER unit. Install with new economizer and compatible thermostat if necessary.	6-ton Carrier Model 48HJE007G-631
Gym Complex – Weight Room	1	Replace existing unit with a 16 SEER unit. Install with new economizer and compatible thermostat if necessary..	4-ton Carrier Model 48HCDA05
Gym Complex – Dance Room	1	Replace existing unit with a 16 SEER unit. Install with new economizer and compatible thermostat if necessary.	5-ton Carrier Model 48HCDA06
Gym Complex – Band Room	1	Replace existing unit with a 16 SEER unit. Install with new economizer and compatible thermostat if necessary.	5-ton Carrier Model 48HCDA06
Gym Complex – Theater (Stage, (2) Main Units)	3	Replace existing unit with a 12 SEER/10.4 EER unit. Install with new economizer and compatible thermostat if necessary.	12.5 ton Carrier Model 48HCDD14
Gym Complex – Gym Foyer	1	Replace existing unit with a 12 SEER/10.4 EER unit. Install with new economizer and compatible thermostat if necessary.	12.5 ton Carrier Model 48HCDD14

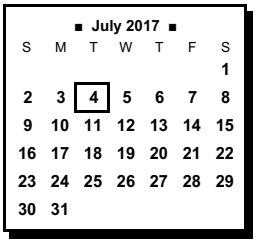
15 Exhibit B: Site Maps

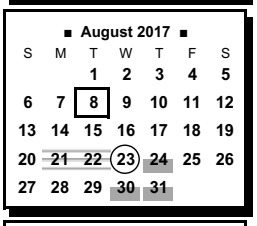
Below is a campus site map for Summerville High School.

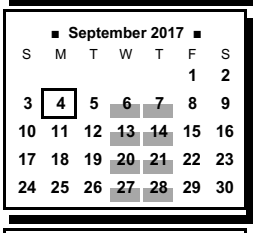


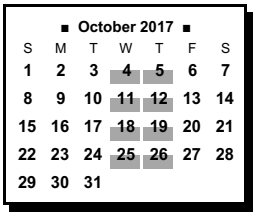
16 Exhibit C: School District Calendar

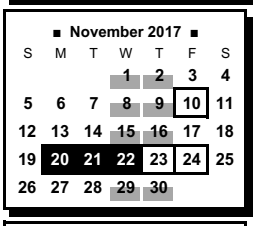
2017 -2018 Calendar

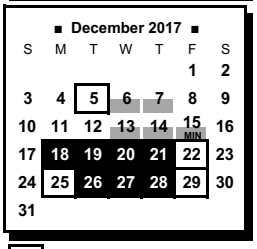












JULY
- 4 Independence Day

AUGUST
- 21-22 Teacher workdays
- 23 First Day of School

SEPTEMBER
- 4 Labor Day
- 29 End of 1st grading Period

NOVEMBER
- 10 End of 2nd grading period
- 10 Veterans Day Holiday
- 20-24 Thanksgiving Vacation
- 20-21 No School / Optional Staff Development

DECEMBER
- 8 P-1 Reporting period ends
- 18-31 Winter Break

JANUARY
- 1 Winter Break
- 2 Return to School
- 12 End of Semester/End of 3rd grading period
- 15 Martin Luther King Jr. Holiday

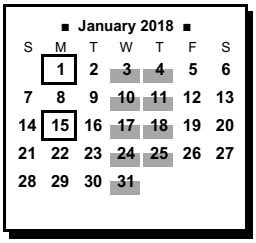
FEBRUARY
- 12 Lincoln's Day Holiday
- 19 Presidents' Day Holiday
- 23 End of 4th grading period

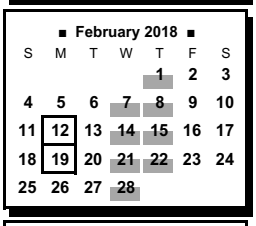
MARCH
- 23 P-2 Reporting period ends
- 26-30 Spring Break

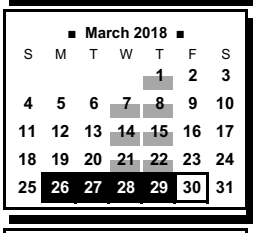
APRIL
- 13 End of 5th grading Period

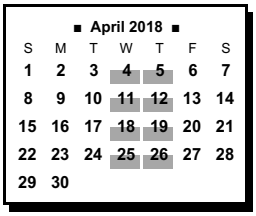
MAY
- 28 Memorial Day Holiday

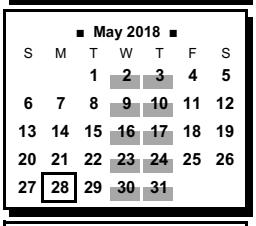
JUNE
- 6 Alternative Ed. Graduation / Minimum Day
- 7 Last Day of School
  End of 2nd Semester
  Connections Graduation
- 8 Graduation Day
  Possible Snow Make Up Day
  Teacher Work Day

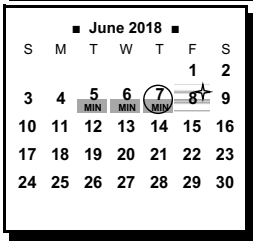












Legal/School Holiday
No School
Minimum Day
Teacher Work Day
Snow Make-up Day
Early Release Day (every Wednesday & Thursday)

Board Approved 04.26.2017