



Bid Results & 3 Lowest Bids Subcontractor Lists Available at Facilities website under the procurements tab by bid number: http://www.sbcusdfacilities.com/procurement/nib.cfm		
	CONTRACTOR (Name, City, State)	BID AMOUNT
1	Spec Construction Company, Inc., Ontario, CA	1,997,900.00
2	Dalke & Sons Construction, Inc., Riverside, CA	2,141,480.00
3	Harik Construction, Inc., Glendora, CA	2,177,000.00
4	Hamel Contracting, Inc., Murrieta, CA	2,263,008.00
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BID FORM

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

PROJECT: BOE BUILDING REMODEL - PACKAGES 02 TO 10

PROJECT ADDRESS: 777 North F Street, San Bernardino, CA 92410

Bid No. F18-02

CONTRACTOR
NAME: Spec Construction Co., Inc.

BID PACKAGE
& NAME: 02 General Construction

DIR
REGISTRATION
NUMBER: 1000007706

ADDRESS: 1870 S. Carlos Ave.
Ontario, CA 91761

TELEPHONE: (909) 947-4601

FAX: (909) 947-4602

EMAIL: info@speconstructionco.com

TO: SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT, acting by and through its Governing Board, herein called "DISTRICT".

Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done, with the drawings and specifications, and other contract documents, hereby proposes and agrees to perform within the time stipulated, the contract, including all of its component parts, and everything required to be performed, including its acceptance by the DISTRICT, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the contract and complete all of the work in a workmanlike manner required in connection with the construction of:

BID NO. F18-02

BOE Building Remodel - Packages 02 to 10

in the DISTRICT described above, all in strict conformance with the drawings and other contract documents on file at the Purchasing Office of said DISTRICT for amounts set forth herein.

Bidder acknowledges the following Addendum:

Number Number Number Number Number Number Number Number
01 02 03 _____ _____ _____ _____ _____

Acknowledge the inclusion of all addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

A.) Base Bid (\$ 1,952,900)
B.) Allowance (\$ 45,000)

Please add amount from the list below

- BID PACKAGE 02 – GENERAL CONSTRUCTION..... \$ 45,000.00
- BID PACKAGE 03 – SITE WORK..... \$ 20,000.00
- BID PACKAGE 04 – PAINTING..... \$ 10,000.00
- BID PACKAGE 05 – FLOORING..... \$ 10,000.00
- BID PACKAGE 06 – ACOUSTICAL CEILING..... \$ 20,000.00
- BID PACKAGE 07 – DOORS, GLAZING AND HARDWARE..... \$ 5,000.00
- BID PACKAGE 08 – HVAC..... \$ 25,000.00
- BID PACKAGE 09 – PLUMBING..... \$ 15,000.00
- BID PACKAGE 10 – ELECTRICAL AND COMMUNICATIONS..... \$ 50,000.00

TOTAL PRICE – ENTIRE JOB (Base Bid A + Allowance B)

TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

one million nine hundred ninety seven ^{thousand} nine hundred DOLLARS

(\$ 1,997,900⁰⁰)

TIME FOR COMPLETION: The DISTRICT may give a notice to proceed within ninety (90) days of the award of the bid by the DISTRICT. Once the CONTRACTOR has received the notice to proceed, the CONTRACTOR shall complete the work in the time specified in the Agreement. By submitting this bid, CONTRACTOR has thoroughly studied this Project and agrees that the time period for this Project was adequate for the timely and proper completion of the Project. Further, CONTRACTOR has included in the analysis of the time required for this Project, Rain Days, Governmental Delays, and the requisite time to complete Punch List.

In the event that the DISTRICT desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the CONTRACTOR, giving the notice to proceed may be postponed by the DISTRICT. It is further expressly understood by the CONTRACTOR, that the CONTRACTOR shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

If the CONTRACTOR believes that a postponement will cause a hardship to it, the CONTRACTOR may terminate the contract with written notice to the DISTRICT within ten (10) days after receipt by the CONTRACTOR of the DISTRICT's notice of postponement. Should the CONTRACTOR terminate the contract as a result of a notice of postponement, the DISTRICT shall have the authority to award the contract to the next lowest responsible bidder, if applicable.

It is understood that the DISTRICT reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The CONTRACTOR understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

Attached is bid security in the amount of not less than ten percent (10%) of the total bid:

Bid bond (10% of the Bid), certified check, or cashier's check (circle one)

It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the DISTRICT a contract in the form attached hereto in accordance with the bid as accepted, and that he will also furnish and deliver to the DISTRICT the Performance Bond and Payment Bond, all within **five (5) calendar days** after award of contract, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract, by the start date provided in the DISTRICT's Notice to Proceed, and shall be completed by the CONTRACTOR in the time specified in the contract documents.

All notices or other correspondence should be addressed to the undersigned at the address stated below.

The names of all persons interested in the foregoing proposal as principals are as follows:

Jasen DeLaFosse - V.P. , Secretary - Spec Construction Co. , Inc.
Chaz DeLaFosse - President , Treasurer

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

PROTEST PROCEDURES. If there is a bid protest, the grounds shall be submitted within 3 working days as set forth at Paragraph 12 of the Instructions to Bidders.

The undersigned bidder shall be licensed and shall provide the following California Contractor's license information:

License Number: 419626

License expiration date: 8/31/2019

Name on License: Spec Construction Co., Inc.

Class of License: B, C15, C36, C10, A, C39, C33, C-4, C20, C17, C-8

If the bidder is a joint venture, each member of the joint venture must include the above information.

Time is of the essence regarding this contract, therefore, in the event the bidder to whom the Notice of Intent to Award Contract is given fails or refuses to post the required bonds and return executed copies of the Agreement form within **five (5) calendar days** from the date of receiving the Notice of Intent to Award Contract, the DISTRICT may declare the bidder's bid deposit or bond forfeited as damages.

Pursuant to Government Code Section 4552, in submitting a bid to the DISTRICT, the bidder offers and agrees that if the bid is accepted, it will assign to the DISTRICT all rights, title, and interest in, and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Business and Professions Code Sections 16700, et. seq.), arising from the purchase of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment to the bidder.

The bidder declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Plans, General Conditions of the contract, Special Conditions of the Contract, and Specifications, and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Plans, General Conditions of the contract, Special Conditions of the contract, and Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

Debarment. In addition to seeking remedies for False Claims under Government Code Section 12650 et seq. and Penal Code Section 72, the District may debar a Contractor pursuant to Article 15 of the General Conditions if the Board, or the Board's representative, in its discretion, finds the Contractor has done any of the following:

1. Intentionally or with reckless disregard, violated any term of a contract with the District
2. Committed an act or omission which reflects on the Contractor's quality, fitness or capacity to perform work for the District;
3. Committed an act or offense which indicates a lack of business integrity or business honesty; or,
4. Made or submitted a false claim against the District or any other public entity (See Government Code Sections 12650, et. seq., and Penal Code Section 72)

Designation of Subcontractors: In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et. seq.) and any amendments thereof, each bidder shall list subcontractors on the District's form Subcontractor list. This subcontractor list shall be submitted with the bid and is a required form.

I, the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

Spec Construction Co., Inc.
Proper Name of Company

Jasen DeLaFosse
Name of Bidder Representative

1870 S. Carlos Ave.
Street Address

Ontario, CA 91761
City, State, and Zip

(909) 947-4601
Phone Number

(909) 947-4602
Fax Number

info@specconstructionco.com
E-Mail

By: 
Signature of Bidder Representative

Date:
2/9/2018

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

All signatures must be made in permanent blue ink.

ATTACHMENT NO. 4 TO BID FORM

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et. seq.) and any amendments thereof, each bidder shall set forth below: (a) the name, license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor, who will perform work or labor or work or improvement to be performed under this contract, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvements according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the prime contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

If a prime contractor fails to specify a subcontractor, or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the prime contractor's total bid, the CONTRACTOR shall be deemed to have agreed that the CONTRACTOR is fully qualified to perform that portion, and that the CONTRACTOR alone shall perform that portion.

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid where the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid where no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record, of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

NOTE: If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such alternate.

DESIGNATION OF SUBCONTRACTORS FORM

Description & Portion of Work	Name of Subcontractor	Business Address/Telephone	E-mail	License Type & Number	DIR Registration Number
Signage	al Good Sign	2110 S. Susan St. Santa Ana, CA. 92704 714-444-4466	Richard D. Good Sisa.com	C-61/D-42 C-45 #956088	1000003204
ACOUSTIC	HAMILTON ceilings SYSTEM	572 E. Caroline St. San Bernardino, CA. 92408-957-2743	John D. Hamilton CS.NET	C2 787546	1000039442
STEEL	Inland steel	25062 E 5TH ST. San Bernardino, CA 909-888-7147	Inland steel @yahoo.com.	C40 C-51 422686	1000017078
Framing	ROBERTS construction Inc.	1778 Footh St Monro CA. 92860 951-737-3651	ROBERT CONSTRUCTION @SBCglobal.net	B 755724	100601529
ROOFING	Bell ROOF Company	636 S. I ST. San Bernardino, ca. 92410 909-885-6863	ROBERT D Bell roof Company .com	C-39 119946	100001467
DOORS PARTITIONS/ ACCESS.	HUFOR	2380 E. Antecia Blvd. Long Beach ca. 90805 562-704-2977	ATUDE HUFOR .com	B- C-1 798710	1000008192
CABINETRY	SDI	10118 Santa Fe Springer, SANTA FE SPRINGERS, CA. 562-777-1170	www. specilities direct.com	C-61 418396	100000585
TILE	Brisidomys Jr	9440 Pal Ave Maitland, Ca. 92359 909-794-6862	John D. Bristol amazon.com.	B, C-6 667339	1000012779
Kitchen equip.	CONTINENTAL Mandic & Tile Company	2460 Anselmo Pr. Corona, Ca. 9572842995	John D. Camillus	C-54 394	1000002594
	RITCOR	9959 Glenoaks Blvd. San valley ca, 818 767 4800	Bid Direction com	C43 24436	1000005654

Proper Name of Bidder: Spec Construction Co., Inc.

Date: 2/9/18

Name: Jasen DeLaFosse

Signature of Bidder Representative: _____

Address: 1870 S. Carlos Ave., Ontario CA 91761

Phone: 909-947-4601

BID FORM

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

PROJECT: BOE BUILDING REMODEL - PACKAGES 02 TO 10

PROJECT ADDRESS: 777 North F Street, San Bernardino, CA 92410

Bid No. F18-02

CONTRACTOR
NAME: DALKE & SONS CONSTRUCTION, INC.

BID PACKAGE
& NAME: BID PACKAGE 02 – GENERAL CONSTRUCTION

DIR
REGISTRATION
NUMBER: 1000003081

ADDRESS: 4585 Allstate Drive
Riverside, CA 92501

TELEPHONE: (951) 274-9880

FAX: (951) 274-0319

EMAIL: barry@dalkeandsons.com

TO: SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT, acting by and through its Governing Board, herein called "DISTRICT".

Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done, with the drawings and specifications, and other contract documents, hereby proposes and agrees to perform within the time stipulated, the contract, including all of its component parts, and everything required to be performed, including its acceptance by the DISTRICT, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the contract and complete all of the work in a workmanlike manner required in connection with the construction of:

BID NO. F18-02

BOE Building Remodel - Packages 02 to 10

in the DISTRICT described above, all in strict conformance with the drawings and other contract documents on file at the Purchasing Office of said DISTRICT for amounts set forth herein.

Bidder acknowledges the following Addendum:

Number Number Number Number Number Number Number Number
1 2 3 _____ _____ _____ _____

Acknowledge the inclusion of all addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

A.) Base Bid (\$ 2,096,480)
B.) Allowance (\$ 45,000)

Please add amount from the list below

- BID PACKAGE 02 – GENERAL CONSTRUCTION..... \$ 45,000.00
- BID PACKAGE 03 – SITE WORK..... \$ 20,000.00
- BID PACKAGE 04 – PAINTING..... \$ 10,000.00
- BID PACKAGE 05 – FLOORING..... \$ 10,000.00
- BID PACKAGE 06 – ACOUSTICAL CEILING..... \$ 20,000.00
- BID PACKAGE 07 – DOORS, GLAZING AND HARDWARE..... \$ 5,000.00
- BID PACKAGE 08 – HVAC..... \$ 25,000.00
- BID PACKAGE 09 – PLUMBING..... \$ 15,000.00
- BID PACKAGE 10 – ELECTRICAL AND COMMUNICATIONS..... \$ 50,000.00

TOTAL PRICE – ENTIRE JOB (Base Bid A + Allowance B)

TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

Two Million, one hundred forty thousand, four hundred eighty DOLLARS
2,141,480
(\$ ~~2,096,480~~ 2,141,480)

TIME FOR COMPLETION: The DISTRICT may give a notice to proceed within ninety (90) days of the award of the bid by the DISTRICT. Once the CONTRACTOR has received the notice to proceed, the CONTRACTOR shall complete the work in the time specified in the Agreement. By submitting this bid, CONTRACTOR has thoroughly studied this Project and agrees that the time period for this Project was adequate for the timely and proper completion of the Project. Further, CONTRACTOR has included in the analysis of the time required for this Project, Rain Days, Governmental Delays, and the requisite time to complete Punch List.

In the event that the DISTRICT desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the CONTRACTOR, giving the notice to proceed may be postponed by the DISTRICT. It is further expressly understood by the CONTRACTOR, that the CONTRACTOR shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

If the CONTRACTOR believes that a postponement will cause a hardship to it, the CONTRACTOR may terminate the contract with written notice to the DISTRICT within ten (10) days after receipt by the CONTRACTOR of the DISTRICT's notice of postponement. Should the CONTRACTOR terminate the contract as a result of a notice of postponement, the DISTRICT shall have the authority to award the contract to the next lowest responsible bidder, if applicable.

It is understood that the DISTRICT reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The CONTRACTOR understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

Attached is bid security in the amount of not less than ten percent (10%) of the total bid:

Bid bond (10% of the Bid), certified check, or cashier's check (circle one)

It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the DISTRICT a contract in the form attached hereto in accordance with the bid as accepted, and that he will also furnish and deliver to the DISTRICT the Performance Bond and Payment Bond, all within **five (5) calendar days** after award of contract, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract, by the start date provided in the DISTRICT's Notice to Proceed, and shall be completed by the CONTRACTOR in the time specified in the contract documents.

All notices or other correspondence should be addressed to the undersigned at the address stated below.

The names of all persons interested in the foregoing proposal as principals are as follows:

DALKE & SONS CONSTRUCTION, INC.

Calvin R. Dalke, President

Barry Dalke, Vice President

Calvin Dalke Jr., Secretary / Treasurer / Vice President

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

PROTEST PROCEDURES. If there is a bid protest, the grounds shall be submitted within 3 working days as set forth at Paragraph 12 of the Instructions to Bidders.

The undersigned bidder shall be licensed and shall provide the following California Contractor's license information:

License Number: 612500

License expiration date: 2/28/2019

Name on License: DALKE & SONS CONSTRUCTION, INC.

Class of License: B, C10

If the bidder is a joint venture, each member of the joint venture must include the above information.

Time is of the essence regarding this contract, therefore, in the event the bidder to whom the Notice of Intent to Award Contract is given fails or refuses to post the required bonds and return executed copies of the Agreement form within **five (5) calendar days** from the date of receiving the Notice of Intent to Award Contract, the DISTRICT may declare the bidder's bid deposit or bond forfeited as damages.

Pursuant to Government Code Section 4552, in submitting a bid to the DISTRICT, the bidder offers and agrees that if the bid is accepted, it will assign to the DISTRICT all rights, title, and interest in, and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Business and Professions Code Sections 16700, et. seq.), arising from the purchase of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment to the bidder.

The bidder declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Plans, General Conditions of the contract, Special Conditions of the Contract, and Specifications, and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Plans, General Conditions of the contract, Special Conditions of the contract, and Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

Debarment. In addition to seeking remedies for False Claims under Government Code Section 12650 et seq. and Penal Code Section 72, the District may debar a Contractor pursuant to Article 15 of the General Conditions if the Board, or the Board's representative, in its discretion, finds the Contractor has done any of the following:

1. Intentionally or with reckless disregard, violated any term of a contract with the District
2. Committed an act or omission which reflects on the Contractor's quality, fitness or capacity to perform work for the District;
3. Committed an act or offense which indicates a lack of business integrity or business honesty; or,
4. Made or submitted a false claim against the District or any other public entity (See Government Code Sections 12650, et. seq., and Penal Code Section 72)

Designation of Subcontractors: In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et. seq.) and any amendments thereof, each bidder shall list subcontractors on the District's form Subcontractor list. This subcontractor list shall be submitted with the bid and is a required form.

I, the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

DALKE & SONS CONSTRUCTION, INC.

Proper Name of Company

Barry Dalke, Vice President

Name of Bidder Representative

14476 Seven Hills Drive

Street Address

Riverside, CA 92501

City, State, and Zip

(951) 274-9880

Phone Number

(951) 274-0319

Fax Number

barry@dalkeandsons.com

E-Mail

By:



Signature of Bidder Representative

Date:

2/22/2018

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

All signatures must be made in permanent blue ink.



DALKE & SONS CONSTRUCTION, INC.

Corporation Certificate

State of California)
County of Riverside)

I HEREBY CERTIFY that during a meeting of the Board of Directors of Dalke & Sons Construction, Inc. a corporation existing under the Laws of the State of California, held on June 23, 1994, the following resolution was duly passed and adopted:

“Resolved, that Barry Dalke, Troy Dalke, Todd Dalke, Calvin Dalke Jr. as Vice President of the corporation, be and is hereby authorized to execute all Bid and Contract documents for this corporation and that his execution thereof and with the Corporate Seal affixed, shall be the official act and deed of this Corporation.”

I further certify that said resolution is now in full force and effect.

IN WHITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this 23rd , day of June, 1994.

Handwritten signature of Calvin R. Dalke
Calvin R. Dalke, President

Handwritten signature of Carol A. Dalke
Carol A. Dalke, Secretary

ATTACHMENT NO. 4 TO BID FORM

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et. seq.) and any amendments thereof, each bidder shall set forth below: (a) the name, license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor, who will perform work or labor or work or improvement to be performed under this contract, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvements according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the prime contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

If a prime contractor fails to specify a subcontractor, or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the prime contractor's total bid, the CONTRACTOR shall be deemed to have agreed that the CONTRACTOR is fully qualified to perform that portion, and that the CONTRACTOR alone shall perform that portion.

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid where the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid where no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record, of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

NOTE: If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such alternate.

DESIGNATION OF SUBCONTRACTORS FORM

Description & Portion of Work	Name of Subcontractor	Business Address/Telephone	E-mail	License Type & Number	DIR Registration Number
Retail Display Manufacturing	UP				
Cabinets	Retail Display Manufacturing	760 E. Lambert Rd, Ste. F Lathrapa, CA 90031 562-690-4803	ellis@retaildisplaymsg.com	1018811 C6, C81/D34	1000051455
Signage	A Good Sign	2110 Susan St. Santa Ana, CA 92704 714-411-4466	richard@agoodsign.com	956088 C45, D42	100003204
Structural Steel	Charley Tuttle	3087 W. Liliac Rd. Burrill, CA 92003 760-470-2096	ctuttlecustomwelding@gmail.com	859267 C51, C60	100001963
Operable Partitions	Hufcor Hufcor	2380 E. Artesia Blvd. Long Beach, CA 90805 562-582-704-2977	atuba@hufcor.com	798710 B3, C61, D21	100002192
Drywall and Stucco	Caston	354 S. Allen St. San Bernardino, CA 92408 909-381-1619	greg@castoninc.com	502789 B3, C2, C9, C35	100001222
Rough Carpentry	Robert's Construction	1778 4th St. Norco, CA 92860 951-737-3651	robertsconstruction@stbcglobal.net	755724 B	100001529
Wood Ceiling and Wall Panels	Hamilton Ceiling	572 E. Caroline St. San Bernardino, CA 92408 951-276-1843	john@hamiltoncs.net	787546 B2	100039442
Roofing	Bell Roof Co.	636 S. I St. San Bernardino, CA 92410 909-885-6863	rick@bellroofcompany.com	119946 C39	100001467
Kitchen Equipment	Kitcor	9959 Glen Oaks Blvd. Sun Valley, CA 91352 818-767-4800	bid@kitcor.com	224236 C43	100005654
Toilet Partitions and Accessories	Stumbaugh	3303 N. San Fernando Blvd. Burbank, CA 91504 818-240-1627	genet@stumbaugh.net	258724 D24, D34	100004185
Ceramic Tile	Continental Marble				1000
Ceramic Tile	Sample Tile	1410 Richardson St. San Bernardino, CA 92408 951-776-8562	bob@sampletileandstone.com	958187 C54	100008621

Proper Name of Bidder: **DALKE & SONS CONSTRUCTION, INC.**

Date: **2/22/2018**

Name: **Barry Dalke Vice President**

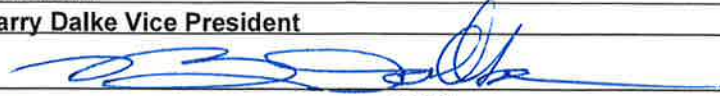
Signature of Bidder Representative: _____

Address: **4585 Allstate Drive, Riverside, CA 92501**

Phone: **(951) 274-9880**

DESIGNATION OF SUBCONTRACTORS FORM

Description & Portion of Work	Name of Subcontractor	Business Address/Telephone	E-mail	License Type & Number	DIR Registration Number
Final Cleaning	Rendy's Cleaning	11435 Tropic Court Menlo Valley, CA 92537 909-213-0511	rendyscleaning@yahoo.com	479159 C&I	100001989

Proper Name of Bidder: DALKE & SONS CONSTRUCTION, INC.
 Date: 2/22/2018
 Name: Barry Dalke Vice President
 Signature of Bidder Representative: 
 Address: 4585 Allstate Drive, Riverside, CA 92501
 Phone: (951) 274-9880

**SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
BID COVER SHEET**

BID NO.: F18-02 **DSA APP #:** 04-116546 **BID DUE:** February 22, 2018, 10:00 a.m.

PROJECT NAME: BOE Building Remodel - Packages 02 to 10

PROJECT ADDRESS: 777 North F Street, San Bernardino, CA 92410

THE WORK UNDER THIS BID IS A PROJECT OF: FACILITIES DEPARTMENT

BID PACKAGE SUBMITTAL

BID PACKAGE # & NAME: 02 - General Construction

BIDDER/CONTRACTOR: Harik Construction, Inc.

BIDDER CONTACT: Chuck Mustapha

BIDDER ADDRESS: 175 W. Arrow Highway, Glendora, CA 91740

BIDDER TELEPHONE: 626-859-0011

BIDDER EMAIL: chuckm@harikconstruction.com

CONTENTS MUST INCLUDE: (Please Check Each Box)

Attachments:

- 1 - Bidder's Non-Collusion Affidavit
- 2 - Site Visit Certification
- 3 - Certification of Compliance with DVBE Policy)
- 4 - Proposed Subcontractors
- 5 - Bid Bond Form
- 6 - Bidder References & Responsibility Information
- 7 - Certificate Regarding Workers' Compensation
- 8 - Acknowledgement of Bidding Practices Regarding Indemnity Form

SUBMIT BID TO: **BID BOX - PURCHASING DEPARTMENT**
SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT
Smart Building
793 North E Street, San Bernardino, CA 92410.

NOTE: This sheet must be completed and affixed to the outside of the bid envelope.

BID FORM

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

PROJECT: BOE BUILDING REMODEL - PACKAGES 02 TO 10

PROJECT ADDRESS: 777 North F Street, San Bernardino, CA 92410

Bid No. F18-02

CONTRACTOR
NAME: Harik Construction, Inc.

BID PACKAGE
& NAME: 02 - General Construction

DIR
REGISTRATION
NUMBER: 1000002780

ADDRESS: 175 W. Arrow Highway
Glendora, CA 91740

TELEPHONE: (626) 859-0011

FAX: (626) 859-0090

EMAIL: chuckm@harikconstruction.com

TO: SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT, acting by and through its Governing Board, herein called "DISTRICT".

Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done, with the drawings and specifications, and other contract documents, hereby proposes and agrees to perform within the time stipulated, the contract, including all of its component parts, and everything required to be performed, including its acceptance by the DISTRICT, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the contract and complete all of the work in a workmanlike manner required in connection with the construction of:

BID NO. F18-02

BOE Building Remodel - Packages 02 to 10

in the DISTRICT described above, all in strict conformance with the drawings and other contract documents on file at the Purchasing Office of said DISTRICT for amounts set forth herein.

Bidder acknowledges the following Addendum:

Number Number Number Number Number Number Number Number
1 2 3 _____ _____ _____ _____ _____

Acknowledge the inclusion of all addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

A.) Base Bid (\$ 2,132,000)
B.) Allowance (\$ 45,000)

Please add amount from the list below

- BID PACKAGE 02 – GENERAL CONSTRUCTION..... \$ 45,000.00
- BID PACKAGE 03 – SITE WORK..... \$ 20,000.00
- BID PACKAGE 04 – PAINTING..... \$ 10,000.00
- BID PACKAGE 05 – FLOORING..... \$ 10,000.00
- BID PACKAGE 06 – ACOUSTICAL CEILING..... \$ 20,000.00
- BID PACKAGE 07 – DOORS, GLAZING AND HARDWARE..... \$ 5,000.00
- BID PACKAGE 08 – HVAC..... \$ 25,000.00
- BID PACKAGE 09 – PLUMBING..... \$ 15,000.00
- BID PACKAGE 10 – ELECTRICAL AND COMMUNICATIONS..... \$ 50,000.00

TOTAL PRICE – ENTIRE JOB (Base Bid A + Allowance B)

TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

Two million one hundred seventy seven thousand DOLLARS

(\$ 2,177,000)

TIME FOR COMPLETION: The DISTRICT may give a notice to proceed within ninety (90) days of the award of the bid by the DISTRICT. Once the CONTRACTOR has received the notice to proceed, the CONTRACTOR shall complete the work in the time specified in the Agreement. By submitting this bid, CONTRACTOR has thoroughly studied this Project and agrees that the time period for this Project was adequate for the timely and proper completion of the Project. Further, CONTRACTOR has included in the analysis of the time required for this Project, Rain Days, Governmental Delays, and the requisite time to complete Punch List.

In the event that the DISTRICT desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the CONTRACTOR, giving the notice to proceed may be postponed by the DISTRICT. It is further expressly understood by the CONTRACTOR, that the CONTRACTOR shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

If the CONTRACTOR believes that a postponement will cause a hardship to it, the CONTRACTOR may terminate the contract with written notice to the DISTRICT within ten (10) days after receipt by the CONTRACTOR of the DISTRICT's notice of postponement. Should the CONTRACTOR terminate the contract as a result of a notice of postponement, the DISTRICT shall have the authority to award the contract to the next lowest responsible bidder, if applicable.

It is understood that the DISTRICT reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The CONTRACTOR understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

Attached is bid security in the amount of not less than ten percent (10%) of the total bid:

Bid bond (10% of the Bid), certified check, or cashier's check (circle one)

It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the DISTRICT a contract in the form attached hereto in accordance with the bid as accepted, and that he will also furnish and deliver to the DISTRICT the Performance Bond and Payment Bond, all within **five (5) calendar days** after award of contract, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract, by the start date provided in the DISTRICT's Notice to Proceed, and shall be completed by the CONTRACTOR in the time specified in the contract documents.

All notices or other correspondence should be addressed to the undersigned at the address stated below.

The names of all persons interested in the foregoing proposal as principals are as follows:

Harik Construction, Inc.
Chaker Mustapha, President
Chaker Mustapha, Secretary

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

PROTEST PROCEDURES. If there is a bid protest, the grounds shall be submitted within 3 working days as set forth at Paragraph 12 of the Instructions to Bidders.

The undersigned bidder shall be licensed and shall provide the following California Contractor's license information:

License Number: 598592
License expiration date: 7/31/18
Name on License: Harik Construction, Inc.
Class of License: B

If the bidder is a joint venture, each member of the joint venture must include the above information.

Time is of the essence regarding this contract, therefore, in the event the bidder to whom the Notice of Intent to Award Contract is given fails or refuses to post the required bonds and return executed copies of the Agreement form within **five (5) calendar days** from the date of receiving the Notice of Intent to Award Contract, the DISTRICT may declare the bidder's bid deposit or bond forfeited as damages.

Pursuant to Government Code Section 4552, in submitting a bid to the DISTRICT, the bidder offers and agrees that if the bid is accepted, it will assign to the DISTRICT all rights, title, and interest in, and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Business and Professions Code Sections 16700, et. seq.), arising from the purchase of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment to the bidder.

The bidder declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Plans, General Conditions of the contract, Special Conditions of the Contract, and Specifications, and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Plans, General Conditions of the contract, Special Conditions of the contract, and Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

Debarment. In addition to seeking remedies for False Claims under Government Code Section 12650 et seq. and Penal Code Section 72, the District may debar a Contractor pursuant to Article 15 of the General Conditions if the Board, or the Board's representative, in its discretion, finds the Contractor has done any of the following:

1. Intentionally or with reckless disregard, violated any term of a contract with the District
2. Committed an act or omission which reflects on the Contractor's quality, fitness or capacity to perform work for the District;
3. Committed an act or offense which indicates a lack of business integrity or business honesty; or,
4. Made or submitted a false claim against the District or any other public entity (See Government Code Sections 12650, et. seq., and Penal Code Section 72)

Designation of Subcontractors: In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et. seq.) and any amendments thereof, each bidder shall list subcontractors on the District's form Subcontractor list. This subcontractor list shall be submitted with the bid and is a required form.

I, the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

Harik Construction, Inc.

Proper Name of Company

Chaker Mustapha

Name of Bidder Representative

175 W. Arrow Highway

Street Address

Glendora, CA 91740

City, State, and Zip

(626) 859-0011

Phone Number

(626) 859-0090

Fax Number

chuckm@harikconstruction.com

E-Mail

By: 
Signature of Bidder Representative

Date:
2/21/18

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

All signatures must be made in permanent blue ink.

ATTACHMENT NO. 4 TO BID FORM

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et. seq.,) and any amendments thereof, each bidder shall set forth below: (a) the name, license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor, who will perform work or labor or work or improvement to be performed under this contract, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvements according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the prime contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

If a prime contractor fails to specify a subcontractor, or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the prime contractor's total bid, the CONTRACTOR shall be deemed to have agreed that the CONTRACTOR is fully qualified to perform that portion, and that the CONTRACTOR alone shall perform that portion.

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid where the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid where no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record, of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

NOTE: If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such alternate.

DESIGNATION OF SUBCONTRACTORS FORM

Description & Portion of Work	Name of Subcontractor	Business Address/Telephone	E-mail	License Type & Number	DIR Registration Number
stone veneer 909-594-5600	Ramirez	P.O. Box 578 AZUSA 91702	liz@ramirez masonry Inc. com	501714 C-29	1000001942
Casework	Bristol Omega	9441 N. OPAL AVE MENTONE 92359 909-794-6862	ralf@bristol omega.com	667339 C-6	1000012779
Roofing	Bell Roof Co.	636 S. I STREET SAN BERN 92410 909-885-6863	rick@bellroof company.com	C-39 119946	100000 1467
Drywall	REDRYWALL	15955 RAPLAN AVE INDUSTRY 91744 626-336-9629	redrywall@ yahoo.com	584494 C-9	100000 3963
Ceramic Tile	Continental Marble	2460 anselmo DR GOMONA 92879 951-284-1776	john@cmtc.us	394 C-54	100000 2594
Wall Panels/ Ceiling	Hamilton	572 E. Caroline ST SAN BERN 92408 951-2761843	john@hamilton CS.net	787546 C-2	100000 39442
Signs	a good sign	2110 S. Susan ST. 92704 Santa ANA 944-444-4466	richard@ agoodsign.com	956088 C-61	100000 3204

Proper Name of Bidder: Harik Construction, Inc.

Date: February 21, 2018

Name: Chaker Mustapha

Signature of Bidder Representative: 

Address: 175 W. Arrow Highway, Glendora, CA 91740

Phone: 626-859-0011

DESIGNATION OF SUBCONTRACTORS FORM

Description & Portion of Work	Name of Subcontractor	Business Address/Telephone	E-mail	License Type & Number	DIR Registration Number
Operable Partition	Hoffcor	2380 E Artesia Blvd Long Beach 90805 562 764 2977	a.tuba@hoffcor.com	798710 C-61	100000 8192
ACCESSORIES	SDI Global	10118 SANTA Fe Springs RD SANTA Fe 90670 562-777-1170	JTollefson@specialties-direct.com	418396 C-61	100000 5991

Proper Name of Bidder: Harik Construction, Inc.

Date: February 21, 2018

Name: Chaker Mustapha

Signature of Bidder Representative: 

Address: 475 W. Arrow Highway, Glendora, CA 91740

Phone: 626-859-0011



Bid Results & 3 Lowest Bids Subcontractor Lists Available at Facilities website under the procurements tab by bid number: http://www.sbcusdfacilities.com/procurement/nib.cfm		
	CONTRACTOR (Name, City, State)	BID AMOUNT
1	Spec Construction Company, Inc., Ontario, CA	279,045.00
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

BID FORM

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

PROJECT: BOE BUILDING REMODEL - PACKAGES 02 TO 10

PROJECT ADDRESS: 777 North F Street, San Bernardino, CA 92410

Bid No. F18-02

CONTRACTOR
NAME: Spec Construction Co., Inc.

BID PACKAGE
& NAME: * 03 Site Work

DIR
REGISTRATION
NUMBER: 1000007706

ADDRESS: 1870 S. Carlos Ave.

Ontario, CA 91761

TELEPHONE: (909) 947-4601

FAX: (909) 947-4602

EMAIL: info@speconstructionco.com

TO: SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT, acting by and through its Governing Board, herein called "DISTRICT".

Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done, with the drawings and specifications, and other contract documents, hereby proposes and agrees to perform within the time stipulated, the contract, including all of its component parts, and everything required to be performed, including its acceptance by the DISTRICT, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the contract and complete all of the work in a workmanlike manner required in connection with the construction of:

BID NO. F18-02

BOE Building Remodel - Packages 02 to 10

in the DISTRICT described above, all in strict conformance with the drawings and other contract documents on file at the Purchasing Office of said DISTRICT for amounts set forth herein.

Bidder acknowledges the following Addendum:

Number Number Number Number Number Number Number Number
01 02 03 _____

Acknowledge the inclusion of all addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

A.) Base Bid (\$ 259,045)

B.) Allowance (\$ 20,000)

Please add amount from the list below

- BID PACKAGE 02 – GENERAL CONSTRUCTION..... \$ 45,000.00
- BID PACKAGE 03 – SITE WORK..... \$ 20,000.00
- BID PACKAGE 04 – PAINTING..... \$ 10,000.00
- BID PACKAGE 05 – FLOORING..... \$ 10,000.00
- BID PACKAGE 06 – ACOUSTICAL CEILING..... \$ 20,000.00
- BID PACKAGE 07 – DOORS, GLAZING AND HARDWARE..... \$ 5,000.00
- BID PACKAGE 08 – HVAC..... \$ 25,000.00
- BID PACKAGE 09 – PLUMBING..... \$ 15,000.00
- BID PACKAGE 10 – ELECTRICAL AND COMMUNICATIONS..... \$ 50,000.00

TOTAL PRICE – ENTIRE JOB (Base Bid A + Allowance B)

TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

Two Hundred Seventy Nine thousand Fourty five DOLLARS

(\$ 279,045)

TIME FOR COMPLETION: The DISTRICT may give a notice to proceed within ninety (90) days of the award of the bid by the DISTRICT. Once the CONTRACTOR has received the notice to proceed, the CONTRACTOR shall complete the work in the time specified in the Agreement. By submitting this bid, CONTRACTOR has thoroughly studied this Project and agrees that the time period for this Project was adequate for the timely and proper completion of the Project. Further, CONTRACTOR has included in the analysis of the time required for this Project, Rain Days, Governmental Delays, and the requisite time to complete Punch List.

In the event that the DISTRICT desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the CONTRACTOR, giving the notice to proceed may be postponed by the DISTRICT. It is further expressly understood by the CONTRACTOR, that the CONTRACTOR shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

If the CONTRACTOR believes that a postponement will cause a hardship to it, the CONTRACTOR may terminate the contract with written notice to the DISTRICT within ten (10) days after receipt by the CONTRACTOR of the DISTRICT's notice of postponement. Should the CONTRACTOR terminate the contract as a result of a notice of postponement, the DISTRICT shall have the authority to award the contract to the next lowest responsible bidder, if applicable.

It is understood that the DISTRICT reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The CONTRACTOR understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

Attached is bid security in the amount of not less than ten percent (10%) of the total bid:

Bid bond (10% of the Bid), certified check, or cashier's check (circle one)

It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the DISTRICT a contract in the form attached hereto in accordance with the bid as accepted, and that he will also furnish and deliver to the DISTRICT the Performance Bond and Payment Bond, all within **five (5) calendar days** after award of contract, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract, by the start date provided in the DISTRICT's Notice to Proceed, and shall be completed by the CONTRACTOR in the time specified in the contract documents.

All notices or other correspondence should be addressed to the undersigned at the address stated below.

The names of all persons interested in the foregoing proposal as principals are as follows:

Jasen DeLaFosse - Vice President, Secretary - Spec Construction Co., Inc.
Chaz DeLaFosse - President, Treasurer - Spec Construction Co., Inc.

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

PROTEST PROCEDURES. If there is a bid protest, the grounds shall be submitted within 3 working days as set forth at Paragraph 12 of the Instructions to Bidders.

The undersigned bidder shall be licensed and shall provide the following California Contractor's license information:

License Number: 419626

License expiration date: 8/31/2019

Name on License: Spec Construction Co., Inc.

Class of License: B, C15, C36, C10, A, C39, C33, C-4, C20, C17, C-8

If the bidder is a joint venture, each member of the joint venture must include the above information.

Time is of the essence regarding this contract, therefore, in the event the bidder to whom the Notice of Intent to Award Contract is given fails or refuses to post the required bonds and return executed copies of the Agreement form within **five (5) calendar days** from the date of receiving the Notice of Intent to Award Contract, the DISTRICT may declare the bidder's bid deposit or bond forfeited as damages.

Pursuant to Government Code Section 4552, in submitting a bid to the DISTRICT, the bidder offers and agrees that if the bid is accepted, it will assign to the DISTRICT all rights, title, and interest in, and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Business and Professions Code Sections 16700, et. seq.), arising from the purchase of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment to the bidder.

The bidder declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Plans, General Conditions of the contract, Special Conditions of the Contract, and Specifications, and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Plans, General Conditions of the contract, Special Conditions of the contract, and Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

Debarment. In addition to seeking remedies for False Claims under Government Code Section 12650 et seq. and Penal Code Section 72, the District may debar a Contractor pursuant to Article 15 of the General Conditions if the Board, or the Board's representative, in its discretion, finds the Contractor has done any of the following:

1. Intentionally or with reckless disregard, violated any term of a contract with the District
2. Committed an act or omission which reflects on the Contractor's quality, fitness or capacity to perform work for the District;
3. Committed an act or offense which indicates a lack of business integrity or business honesty; or,
4. Made or submitted a false claim against the District or any other public entity (See Government Code Sections 12650, et. seq., and Penal Code Section 72)

Designation of Subcontractors: In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et. seq.) and any amendments thereof, each bidder shall list subcontractors on the District's form Subcontractor list. This subcontractor list shall be submitted with the bid and is a required form.

I, the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

Spec Construction Co., Inc.
Proper Name of Company
Jasen DeLaFosse
Name of Bidder Representative
1870 S. Carlos Ave.
Street Address
Ontario, CA 91761
City, State, and Zip
(909) 947-4601
Phone Number
(909) 947-4602
Fax Number
info@speconstructionco.com
E-Mail

By:  _____ Date: 2/9/2018
Signature of Bidder Representative

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

All signatures must be made in permanent blue ink.

ATTACHMENT NO. 4 TO BID FORM

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et. seq.) and any amendments thereof, each bidder shall set forth below: (a) the name, license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor, who will perform work or labor or work or improvement to be performed under this contract, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvements according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the prime contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

If a prime contractor fails to specify a subcontractor, or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the prime contractor's total bid, the CONTRACTOR shall be deemed to have agreed that the CONTRACTOR is fully qualified to perform that portion, and that the CONTRACTOR alone shall perform that portion.

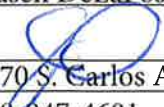
No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid where the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid where no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record, of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

NOTE: If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such alternate.

DESIGNATION OF SUBCONTRACTORS FORM

Description & Portion of Work	Name of Subcontractor	Business Address/Telephone	E-mail	License Type & Number	DIR Registration Number
Asphalt	Onyx Paving Company, Inc.	2890 E. La Cresta Ave. Anaheim, CA 92806 714-632-6699	fodw@ onyxpaving.net	A 630360	1000004798

Proper Name of Bidder: Spec Construction Co., Inc.
 Date: 2/9/18
 Name: Jasen DeLaFosse
 Signature of Bidder Representative: 
 Address: 1870 S. Carlos Ave., Ontario CA 91761
 Phone: 909-947-4601



Bid Results & 3 Lowest Bids Subcontractor Lists Available at Facilities website under the procurements tab by bid number: http://www.sbcusdfacilities.com/procurement/nib.cfm		
	CONTRACTOR (Name, City, State)	BID AMOUNT
1	Painting & Décor, Inc., Orange, CA	197,900.00
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BID FORM

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

PROJECT: BOE BUILDING REMODEL - PACKAGES 02 TO 10

PROJECT ADDRESS: 777 North F Street, San Bernardino, CA 92410

Bid No. F18-02

CONTRACTOR
NAME:

Painting & Decor, Inc.

BID PACKAGE
& NAME:

4, Painting

DIR
REGISTRATION
NUMBER:

1000002852

ADDRESS:

P.O. Box 5926

Orange, CA 92863

TELEPHONE:

(949) 888-2565

FAX:

(949) 888-2566

EMAIL:

painting.decor@cox.net

TO: SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT, acting by and through its Governing Board, herein called "DISTRICT".

Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done, with the drawings and specifications, and other contract documents, hereby proposes and agrees to perform within the time stipulated, the contract, including all of its component parts, and everything required to be performed, including its acceptance by the DISTRICT, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the contract and complete all of the work in a workmanlike manner required in connection with the construction of:

BID NO. F18-02

BOE Building Remodel - Packages 02 to 10

in the DISTRICT described above, all in strict conformance with the drawings and other contract documents on file at the Purchasing Office of said DISTRICT for amounts set forth herein.

Bidder acknowledges the following Addendum:

Number Number Number Number Number Number Number Number
 1 2 3 _____ _____ _____ _____ _____

Acknowledge the inclusion of all addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

- A.) Base Bid (\$ 187,900.⁰⁰)
- B.) Allowance (\$ 10,000.⁰⁰)

Please add amount from the list below

- BID PACKAGE 02 – GENERAL CONSTRUCTION..... \$ 45,000.00
- BID PACKAGE 03 – SITE WORK..... \$ 20,000.00
- **BID PACKAGE 04 – PAINTING..... \$ 10,000.00**
- BID PACKAGE 05 – FLOORING..... \$ 10,000.00
- BID PACKAGE 06 – ACOUSTICAL CEILING..... \$ 20,000.00
- BID PACKAGE 07 – DOORS, GLAZING AND HARDWARE..... \$ 5,000.00
- BID PACKAGE 08 – HVAC..... \$ 25,000.00
- BID PACKAGE 09 – PLUMBING..... \$ 15,000.00
- BID PACKAGE 10 – ELECTRICAL AND COMMUNICATIONS..... \$ 50,000.00

TOTAL PRICE – ENTIRE JOB (Base Bid A + Allowance B)

TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

One hundred ninety-seven thousand Nine hundred ^{xx}/₁₀₀ DOLLARS

(\$ 197,900.⁰⁰)

TIME FOR COMPLETION: The DISTRICT may give a notice to proceed within ninety (90) days of the award of the bid by the DISTRICT. Once the CONTRACTOR has received the notice to proceed, the CONTRACTOR shall complete the work in the time specified in the Agreement. By submitting this bid, CONTRACTOR has thoroughly studied this Project and agrees that the time period for this Project was adequate for the timely and proper completion of the Project. Further, CONTRACTOR has included in the analysis of the time required for this Project, Rain Days, Governmental Delays, and the requisite time to complete Punch List.

In the event that the DISTRICT desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the CONTRACTOR, giving the notice to proceed may be postponed by the DISTRICT. It is further expressly understood by the CONTRACTOR, that the CONTRACTOR shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

If the CONTRACTOR believes that a postponement will cause a hardship to it, the CONTRACTOR may terminate the contract with written notice to the DISTRICT within ten (10) days after receipt by the CONTRACTOR of the DISTRICT's notice of postponement. Should the CONTRACTOR terminate the contract as a result of a notice of postponement, the DISTRICT shall have the authority to award the contract to the next lowest responsible bidder, if applicable.

It is understood that the DISTRICT reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The CONTRACTOR understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

Attached is bid security in the amount of not less than ten percent (10%) of the total bid:

Bid bond (10% of the Bid) certified check, or cashier's check (circle one)

It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the DISTRICT a contract in the form attached hereto in accordance with the bid as accepted, and that he will also furnish and deliver to the DISTRICT the Performance Bond and Payment Bond, all within **five (5) calendar days** after award of contract, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract, by the start date provided in the DISTRICT's Notice to Proceed, and shall be completed by the CONTRACTOR in the time specified in the contract documents.

All notices or other correspondence should be addressed to the undersigned at the address stated below.

The names of all persons interested in the foregoing proposal as principals are as follows:

Painting & Decor, Inc. - Corporation
Nyle Buchner - President
Donna Buchner - Secretary
John Buchner - Treasurer

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

PROTEST PROCEDURES. If there is a bid protest, the grounds shall be submitted within 3 working days as set forth at Paragraph 12 of the Instructions to Bidders.

The undersigned bidder shall be licensed and shall provide the following California Contractor's license information:

License Number: 276640
License expiration date: 06/30/18
Name on License: Painting & Decor, Inc.
Class of License: B & C-33

If the bidder is a joint venture, each member of the joint venture must include the above information.

Time is of the essence regarding this contract, therefore, in the event the bidder to whom the Notice of Intent to Award Contract is given fails or refuses to post the required bonds and return executed copies of the Agreement form within **five (5) calendar days** from the date of receiving the Notice of Intent to Award Contract, the DISTRICT may declare the bidder's bid deposit or bond forfeited as damages.

Pursuant to Government Code Section 4552, in submitting a bid to the DISTRICT, the bidder offers and agrees that if the bid is accepted, it will assign to the DISTRICT all rights, title, and interest in, and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Business and Professions Code Sections 16700, et. seq.), arising from the purchase of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment to the bidder.

The bidder declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Plans, General Conditions of the contract, Special Conditions of the Contract, and Specifications, and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Plans, General Conditions of the contract, Special Conditions of the contract, and Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

Debarment. In addition to seeking remedies for False Claims under Government Code Section 12650 et seq. and Penal Code Section 72, the District may debar a Contractor pursuant to Article 15 of the General Conditions if the Board, or the Board's representative, in its discretion, finds the Contractor has done any of the following:

1. Intentionally or with reckless disregard, violated any term of a contract with the District
2. Committed an act or omission which reflects on the Contractor's quality, fitness or capacity to perform work for the District;
3. Committed an act or offense which indicates a lack of business integrity or business honesty; or,
4. Made or submitted a false claim against the District or any other public entity (See Government Code Sections 12650, et. seq., and Penal Code Section 72)

Designation of Subcontractors: In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et. seq.) and any amendments thereof, each bidder shall list subcontractors on the District's form Subcontractor list. This subcontractor list shall be submitted with the bid and is a required form.

I, the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

Painting & Decor, Inc.
Proper Name of Company

Nyle Buchner Donna Buchner
Name of Bidder Representative

P.O. Box 5926
Street Address

Orange, CA 92863
City, State, and Zip

(949) 888 2565
Phone Number

(949) 888 2566
Fax Number

Painting.decor@cox.net
E-Mail

By:  
Signature of Bidder Representative

Date: 2-26-18

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

All signatures must be made in permanent blue ink.

ATTACHMENT NO. 4 TO BID FORM

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et. seq.) and any amendments thereof, each bidder shall set forth below: (a) the name, license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor, who will perform work or labor or work or improvement to be performed under this contract, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvements according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the prime contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

If a prime contractor fails to specify a subcontractor, or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the prime contractor's total bid, the CONTRACTOR shall be deemed to have agreed that the CONTRACTOR is fully qualified to perform that portion, and that the CONTRACTOR alone shall perform that portion.


No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid where the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid where no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record, of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

NOTE: If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such alternate.

DESIGNATION OF SUBCONTRACTORS FORM

Description & Portion of Work	Name of Subcontractor	Business Address/Telephone	E-mail	License Type & Number	DIR Registration Number
- No Subcontractors -					

Proper Name of Bidder: Painting 21, Deax Inc.
 Date: 02-20-18
 Name: Nyle Buchner Donna Buchner
 Signature of Bidder Representative:  Donna Buch
 Address: PO Box 5926 Orange CA 92663
 Phone: 949 888 2565



Bid Results & 3 Lowest Bids Subcontractor Lists Available at Facilities website under the procurements tab by bid number: http://www.sbcusdfacilities.com/procurement/nib.cfm		
	CONTRACTOR (Name, City, State)	BID AMOUNT
1	Mike's Custom Flooring, Redlands, CA	148,884.00
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BID FORM

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

PROJECT: BOE BUILDING REMODEL - PACKAGES 02 TO 10

PROJECT ADDRESS: 777 North F Street, San Bernardino, CA 92410

Bid No. F18-02

CONTRACTOR
NAME:

MIKE'S custom flooring

BID PACKAGE
& NAME:

05 flooring

DIR
REGISTRATION
NUMBER:

1000017563

ADDRESS:

1351 W. park Ave #103

Redlands CA. 92373

TELEPHONE:

(909) 335-0400

FAX:

(909) 335-7155

EMAIL:

TO: SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT, acting by and through its Governing Board, herein called "DISTRICT".

Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done, with the drawings and specifications, and other contract documents, hereby proposes and agrees to perform within the time stipulated, the contract, including all of its component parts, and everything required to be performed, including its acceptance by the DISTRICT, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the contract and complete all of the work in a workmanlike manner required in connection with the construction of:

BID NO. F18-02

BOE Building Remodel - Packages 02 to 10

in the DISTRICT described above, all in strict conformance with the drawings and other contract documents on file at the Purchasing Office of said DISTRICT for amounts set forth herein.

Bidder acknowledges the following Addendum:

Number Number Number Number Number Number Number Number
#1 #2 #3 _____ _____ _____ _____ _____

Acknowledge the inclusion of all addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

A.) Base Bid (\$ 138,884.00)

B.) Allowance (\$ 10,000.00)

Please add amount from the list below

- BID PACKAGE 02 – GENERAL CONSTRUCTION..... \$ 45,000.00
- BID PACKAGE 03 – SITE WORK..... \$ 20,000.00
- BID PACKAGE 04 – PAINTING..... \$ 10,000.00
- **BID PACKAGE 05 – FLOORING..... \$ 10,000.00**
- BID PACKAGE 06 – ACOUSTICAL CEILING..... \$ 20,000.00
- BID PACKAGE 07 – DOORS, GLAZING AND HARDWARE..... \$ 5,000.00
- BID PACKAGE 08 – HVAC..... \$ 25,000.00
- BID PACKAGE 09 – PLUMBING..... \$ 15,000.00
- BID PACKAGE 10 – ELECTRICAL AND COMMUNICATIONS..... \$ 50,000.00

TOTAL PRICE – ENTIRE JOB (Base Bid A + Allowance B)

TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

one hundred forty eight thousand, eight hundred and eight four DOLLARS

(\$ 148,884.00)

TIME FOR COMPLETION: The DISTRICT may give a notice to proceed within ninety (90) days of the award of the bid by the DISTRICT. Once the CONTRACTOR has received the notice to proceed, the CONTRACTOR shall complete the work in the time specified in the Agreement. By submitting this bid, CONTRACTOR has thoroughly studied this Project and agrees that the time period for this Project was adequate for the timely and proper completion of the Project. Further, CONTRACTOR has included in the analysis of the time required for this Project, Rain Days, Governmental Delays, and the requisite time to complete Punch List.

In the event that the DISTRICT desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the CONTRACTOR, giving the notice to proceed may be postponed by the DISTRICT. It is further expressly understood by the CONTRACTOR, that the CONTRACTOR shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

If the CONTRACTOR believes that a postponement will cause a hardship to it, the CONTRACTOR may terminate the contract with written notice to the DISTRICT within ten (10) days after receipt by the CONTRACTOR of the DISTRICT's notice of postponement. Should the CONTRACTOR terminate the contract as a result of a notice of postponement, the DISTRICT shall have the authority to award the contract to the next lowest responsible bidder, if applicable.

It is understood that the DISTRICT reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The CONTRACTOR understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

Attached is bid security in the amount of not less than ten percent (10%) of the total bid:

Bid bond (10% of the Bid), certified check, or cashier's check (circle one)

It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the DISTRICT a contract in the form attached hereto in accordance with the bid as accepted, and that he will also furnish and deliver to the DISTRICT the Performance Bond and Payment Bond, all within **five (5) calendar days** after award of contract, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract, by the start date provided in the DISTRICT's Notice to Proceed, and shall be completed by the CONTRACTOR in the time specified in the contract documents.

All notices or other correspondence should be addressed to the undersigned at the address stated below.

The names of all persons interested in the foregoing proposal as principals are as follows:

ERIC ESPARZA

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

PROTEST PROCEDURES. If there is a bid protest, the grounds shall be submitted within 3 working days as set forth at Paragraph 12 of the Instructions to Bidders.

The undersigned bidder shall be licensed and shall provide the following California Contractor's license information:

License Number: 426696
License expiration date: 2/28/2018
Name on License: MIKE'S CUSTOM FLOORING, INC.
Class of License: C-15

If the bidder is a joint venture, each member of the joint venture must include the above information.

Time is of the essence regarding this contract, therefore, in the event the bidder to whom the Notice of Intent to Award Contract is given fails or refuses to post the required bonds and return executed copies of the Agreement form within **five (5) calendar days** from the date of receiving the Notice of Intent to Award Contract, the DISTRICT may declare the bidder's bid deposit or bond forfeited as damages.

Pursuant to Government Code Section 4552, in submitting a bid to the DISTRICT, the bidder offers and agrees that if the bid is accepted, it will assign to the DISTRICT all rights, title, and interest in, and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Business and Professions Code Sections 16700, et. seq.), arising from the purchase of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment to the bidder.

The bidder declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Plans, General Conditions of the contract, Special Conditions of the Contract, and Specifications, and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Plans, General Conditions of the contract, Special Conditions of the contract, and Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

Debarment. In addition to seeking remedies for False Claims under Government Code Section 12650 et seq. and Penal Code Section 72, the District may debar a Contractor pursuant to Article 15 of the General Conditions if the Board, or the Board's representative, in its discretion, finds the Contractor has done any of the following:

1. Intentionally or with reckless disregard, violated any term of a contract with the District
2. Committed an act or omission which reflects on the Contractor's quality, fitness or capacity to perform work for the District;
3. Committed an act or offense which indicates a lack of business integrity or business honesty; or,
4. Made or submitted a false claim against the District or any other public entity (See Government Code Sections 12650, et. seq., and Penal Code Section 72)

Designation of Subcontractors: In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et. seq.) and any amendments thereof, each bidder shall list subcontractors on the District's form Subcontractor list. This subcontractor list shall be submitted with the bid and is a required form.

I, the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

MIKE'S CUSTOM FLOORING, INC.
Proper Name of Company

TINA CREAGER (ESTIMATOR)
Name of Bidder Representative

1351 PARK AVE. Suite 102
Street Address

REDLANDS, CA 92373
City, State, and Zip

(909) 335-0400
Phone Number

(909) 335-7155
Fax Number

ESTIMATOR.mcf@gmail.com
E-Mail

By: Tina Creager (ESTIMATOR)
Signature of Bidder Representative

Date: 2/21/18

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

All signatures must be made in permanent blue ink.

ATTACHMENT NO. 4 TO BID FORM

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et. seq.) and any amendments thereof, each bidder shall set forth below: (a) the name, license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor, who will perform work or labor or work or improvement to be performed under this contract, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvements according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the prime contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

If a prime contractor fails to specify a subcontractor, or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the prime contractor's total bid, the CONTRACTOR shall be deemed to have agreed that the CONTRACTOR is fully qualified to perform that portion, and that the CONTRACTOR alone shall perform that portion.

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid where the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid where no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record, of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

NOTE: If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such alternate.

DESIGNATION OF SUBCONTRACTORS FORM

Description & Portion of Work	Name of Subcontractor	Business Address/Telephone	E-mail	License Type & Number	DIR Registration Number
100%	MIKE'S CUSTOM FLOORING	1351 PARK AVE #102 REDLANDS, CA 92373		C-15 426696	100017563

Proper Name of Bidder: MIKE'S CUSTOM FLOORING, INC.
 Date: 2/21/2018
 Name: TINA CREAGER (ESTIMATOR)
 Signature of Bidder Representative: Tina Creager
 Address: 1351 PARK AVE Ste. 102 REDLANDS, CA 92373
 Phone: 909-335-0400



Bid Results & 3 Lowest Bids Subcontractor Lists Available at Facilities website under the procurements tab by bid number: http://www.sbcusdfacilities.com/procurement/nib.cfm		
	CONTRACTOR (Name, City, State)	BID AMOUNT
1	CG Acoustics, Inc., Canyon Lake, CA	341,135.00
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BID FORM

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

PROJECT: BOE BUILDING REMODEL - PACKAGES 02 TO 10

PROJECT ADDRESS: 777 North F Street, San Bernardino, CA 92410

Bid No. F18-02

CONTRACTOR
NAME: CG Acoustics, Inc

BID PACKAGE
& NAME: 06 - Acoustical Ceiling

DIR
REGISTRATION
NUMBER: 1000039217

ADDRESS: 31528 Railroad Canyon Rd. Suite 2
Canyon Lake, CA 92587

TELEPHONE: (951) 545-1002

FAX: (951) 246-9988

EMAIL: cgacoustics@yahoo.com

TO: SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT, acting by and through its Governing Board, herein called "DISTRICT".

Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done, with the drawings and specifications, and other contract documents, hereby proposes and agrees to perform within the time stipulated, the contract, including all of its component parts, and everything required to be performed, including its acceptance by the DISTRICT, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the contract and complete all of the work in a workmanlike manner required in connection with the construction of:

BID NO. F18-02

BOE Building Remodel - Packages 02 to 10

in the DISTRICT described above, all in strict conformance with the drawings and other contract documents on file at the Purchasing Office of said DISTRICT for amounts set forth herein.

Bidder acknowledges the following Addendum:

Number Number Number Number Number Number Number Number
1 2 3 _____ _____ _____ _____ _____

Acknowledge the inclusion of all addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

A.) Base Bid (\$ 321,135.00)

B.) Allowance (\$ 20,000.00)

Please add amount from the list below

- BID PACKAGE 02 – GENERAL CONSTRUCTION..... \$ 45,000.00
- BID PACKAGE 03 – SITE WORK..... \$ 20,000.00
- BID PACKAGE 04 – PAINTING..... \$ 10,000.00
- BID PACKAGE 05 – FLOORING..... \$ 10,000.00
- BID PACKAGE 06 – ACOUSTICAL CEILING..... \$ 20,000.00
- BID PACKAGE 07 – DOORS, GLAZING AND HARDWARE..... \$ 5,000.00
- BID PACKAGE 08 – HVAC..... \$ 25,000.00
- BID PACKAGE 09 – PLUMBING..... \$ 15,000.00
- BID PACKAGE 10 – ELECTRICAL AND COMMUNICATIONS..... \$ 50,000.00

TOTAL PRICE – ENTIRE JOB (Base Bid A + Allowance B)

TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

Three Hundred Forty One Thousand, One Hundred Thirty Five DOLLARS

(\$ 341,135.00)

TIME FOR COMPLETION: The DISTRICT may give a notice to proceed within ninety (90) days of the award of the bid by the DISTRICT. Once the CONTRACTOR has received the notice to proceed, the CONTRACTOR shall complete the work in the time specified in the Agreement. By submitting this bid, CONTRACTOR has thoroughly studied this Project and agrees that the time period for this Project was adequate for the timely and proper completion of the Project. Further, CONTRACTOR has included in the analysis of the time required for this Project, Rain Days, Governmental Delays, and the requisite time to complete Punch List.

In the event that the DISTRICT desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the CONTRACTOR, giving the notice to proceed may be postponed by the DISTRICT. It is further expressly understood by the CONTRACTOR, that the CONTRACTOR shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

If the CONTRACTOR believes that a postponement will cause a hardship to it, the CONTRACTOR may terminate the contract with written notice to the DISTRICT within ten (10) days after receipt by the CONTRACTOR of the DISTRICT's notice of postponement. Should the CONTRACTOR terminate the contract as a result of a notice of postponement, the DISTRICT shall have the authority to award the contract to the next lowest responsible bidder, if applicable.

It is understood that the DISTRICT reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The CONTRACTOR understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

Attached is bid security in the amount of not less than ten percent (10%) of the total bid:

Bid bond (10% of the Bid), certified check, or cashier's check (circle one)

It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the DISTRICT a contract in the form attached hereto in accordance with the bid as accepted, and that he will also furnish and deliver to the DISTRICT the Performance Bond and Payment Bond, all within **five (5) calendar days** after award of contract, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract, by the start date provided in the DISTRICT's Notice to Proceed, and shall be completed by the CONTRACTOR in the time specified in the contract documents.

All notices or other correspondence should be addressed to the undersigned at the address stated below.

The names of all persons interested in the foregoing proposal as principals are as follows:

CG Acoustics, Inc.

Christopher Ginter / President

Janell Tuley / Treasurer

Casey Tuley / Secretary

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

PROTEST PROCEDURES. If there is a bid protest, the grounds shall be submitted within 3 working days as set forth at Paragraph 12 of the Instructions to Bidders.

The undersigned bidder shall be licensed and shall provide the following California Contractor's license information:

License Number: 951228
License expiration date: 3/31/18
Name on License: CG Acoustics, Inc.
Class of License: C-2, B

If the bidder is a joint venture, each member of the joint venture must include the above information.

Time is of the essence regarding this contract, therefore, in the event the bidder to whom the Notice of Intent to Award Contract is given fails or refuses to post the required bonds and return executed copies of the Agreement form within **five (5) calendar days** from the date of receiving the Notice of Intent to Award Contract, the DISTRICT may declare the bidder's bid deposit or bond forfeited as damages.

Pursuant to Government Code Section 4552, in submitting a bid to the DISTRICT, the bidder offers and agrees that if the bid is accepted, it will assign to the DISTRICT all rights, title, and interest in, and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Business and Professions Code Sections 16700, et. seq.), arising from the purchase of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment to the bidder.

The bidder declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Plans, General Conditions of the contract, Special Conditions of the Contract, and Specifications, and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Plans, General Conditions of the contract, Special Conditions of the contract, and Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

Debarment. In addition to seeking remedies for False Claims under Government Code Section 12650 et seq. and Penal Code Section 72, the District may debar a Contractor pursuant to Article 15 of the General Conditions if the Board, or the Board's representative, in its discretion, finds the Contractor has done any of the following:

1. Intentionally or with reckless disregard, violated any term of a contract with the District
2. Committed an act or omission which reflects on the Contractor's quality, fitness or capacity to perform work for the District;
3. Committed an act or offense which indicates a lack of business integrity or business honesty; or,
4. Made or submitted a false claim against the District or any other public entity (See Government Code Sections 12650, et. seq., and Penal Code Section 72)

Designation of Subcontractors: In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et. seq.) and any amendments thereof, each bidder shall list subcontractors on the District's form Subcontractor list. This subcontractor list shall be submitted with the bid and is a required form.

I, the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

CG Acoustics, Inc.

Proper Name of Company
Christopher Ginter

Name of Bidder Representative
31528 Railroad Canyon Rd. Suite 2

Street Address
Canyon Lake, CA 92587

City, State, and Zip
(951) 545-1002

Phone Number
(951) 246-9988

Fax Number
cgacoustics@yahoo.com

E-Mail

By: _____
Signature of Bidder Representative

Date:
2/22/18

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

All signatures must be made in permanent blue ink.

ATTACHMENT NO. 4 TO BID FORM

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et. seq.) and any amendments thereof, each bidder shall set forth below: (a) the name, license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor, who will perform work or labor or work or improvement to be performed under this contract, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvements according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the prime contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

If a prime contractor fails to specify a subcontractor, or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the prime contractor's total bid, the CONTRACTOR shall be deemed to have agreed that the CONTRACTOR is fully qualified to perform that portion, and that the CONTRACTOR alone shall perform that portion.

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid where the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid where no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record, of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

NOTE: If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such alternate.

DESIGNATION OF SUBCONTRACTORS FORM

Description & Portion of Work	Name of Subcontractor	Business Address/Telephone	E-mail	License Type & Number	DIR Registration Number
Spec 07 21 16 Building Insulation	Alert Insulation	(626) 961-9113	Cesar@alertinsulation.net	746781/C-2	1000001524

Proper Name of Bidder: CG Acoustics, Inc.

Date: 2/21/18

Name: Christopher Ginter

Signature of Bidder Representative: 

Address: 31528 Railroad Canyon Rd. Suite 2. Canyon Lake, CA 92587

Phone: 951-545-1002



Bid Results & 3 Lowest Bids Subcontractor Lists Available at Facilities website under the procurements tab by bid number: http://www.sbcusdfacilities.com/procurement/nib.cfm		
	CONTRACTOR (Name, City, State)	BID AMOUNT
1	Spec Construction Company, Inc., Ontario, CA	498,000.00
2	McKernan, Inc., Redlands, CA	597,100.00
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

BID FORM

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

PROJECT: BOE BUILDING REMODEL - PACKAGES 02 TO 10

PROJECT ADDRESS: 777 North F Street, San Bernardino, CA 92410

Bid No. F18-02

CONTRACTOR
NAME:

Spec Construction Co., Inc.

BID PACKAGE
& NAME:

* 07 Doors, Glazing, and Hardware

DIR
REGISTRATION
NUMBER:

1000007706

ADDRESS:

1870 S. Carlos Ave.

Ontario, CA 91761

TELEPHONE:

(909) 947-4601

FAX:

(909) 947-4602

EMAIL:

info@speconstructionco.com

TO: SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT, acting by and through its Governing Board, herein called "DISTRICT".

Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done, with the drawings and specifications, and other contract documents, hereby proposes and agrees to perform within the time stipulated, the contract, including all of its component parts, and everything required to be performed, including its acceptance by the DISTRICT, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the contract and complete all of the work in a workmanlike manner required in connection with the construction of:

BID NO. F18-02

BOE Building Remodel - Packages 02 to 10

in the DISTRICT described above, all in strict conformance with the drawings and other contract documents on file at the Purchasing Office of said DISTRICT for amounts set forth herein.

Bidder acknowledges the following Addendum:

Number Number Number Number Number Number Number Number
01 02 03 _____

Acknowledge the inclusion of all addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

A.) Base Bid (\$ 493,000)
B.) Allowance (\$ 5,000)

Please add amount from the list below

- BID PACKAGE 02 – GENERAL CONSTRUCTION..... \$ 45,000.00
- BID PACKAGE 03 – SITE WORK..... \$ 20,000.00
- BID PACKAGE 04 – PAINTING..... \$ 10,000.00
- BID PACKAGE 05 – FLOORING..... \$ 10,000.00
- BID PACKAGE 06 – ACOUSTICAL CEILING..... \$ 20,000.00
- BID PACKAGE 07 – DOORS, GLAZING AND HARDWARE..... \$ 5,000.00
- BID PACKAGE 08 – HVAC..... \$ 25,000.00
- BID PACKAGE 09 – PLUMBING..... \$ 15,000.00
- BID PACKAGE 10 – ELECTRICAL AND COMMUNICATIONS..... \$ 50,000.00

TOTAL PRICE – ENTIRE JOB (Base Bid A + Allowance B)

TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

Four-hundred & Ninety-Eight Thousand ⁰⁰/₁₀₀ DOLLARS

(\$ 498,000.00)

TIME FOR COMPLETION: The DISTRICT may give a notice to proceed within ninety (90) days of the award of the bid by the DISTRICT. Once the CONTRACTOR has received the notice to proceed, the CONTRACTOR shall complete the work in the time specified in the Agreement. By submitting this bid, CONTRACTOR has thoroughly studied this Project and agrees that the time period for this Project was adequate for the timely and proper completion of the Project. Further, CONTRACTOR has included in the analysis of the time required for this Project, Rain Days, Governmental Delays, and the requisite time to complete Punch List.

In the event that the DISTRICT desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the CONTRACTOR, giving the notice to proceed may be postponed by the DISTRICT. It is further expressly understood by the CONTRACTOR, that the CONTRACTOR shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

If the CONTRACTOR believes that a postponement will cause a hardship to it, the CONTRACTOR may terminate the contract with written notice to the DISTRICT within ten (10) days after receipt by the CONTRACTOR of the DISTRICT's notice of postponement. Should the CONTRACTOR terminate the contract as a result of a notice of postponement, the DISTRICT shall have the authority to award the contract to the next lowest responsible bidder, if applicable.

It is understood that the DISTRICT reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The CONTRACTOR understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

Attached is bid security in the amount of not less than ten percent (10%) of the total bid:

Bid bond (10% of the Bid), certified check, or cashier's check (circle one)

It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the DISTRICT a contract in the form attached hereto in accordance with the bid as accepted, and that he will also furnish and deliver to the DISTRICT the Performance Bond and Payment Bond, all within **five (5) calendar days** after award of contract, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract, by the start date provided in the DISTRICT's Notice to Proceed, and shall be completed by the CONTRACTOR in the time specified in the contract documents.

All notices or other correspondence should be addressed to the undersigned at the address stated below.

The names of all persons interested in the foregoing proposal as principals are as follows:

Jasen DeLaFosse - V.P., Secretary - Spec Construction Co., Inc.
Chaz DeLaFosse - President, Treasurer

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

PROTEST PROCEDURES. If there is a bid protest, the grounds shall be submitted within 3 working days as set forth at Paragraph 12 of the Instructions to Bidders.

The undersigned bidder shall be licensed and shall provide the following California Contractor's license information:

License Number: 419626

License expiration date: 8/31/2019

Name on License: Spec Construction Co., Inc.

Class of License: B, C15, C36, C10, A, C39, C33, C-4, C20, C17, C-8

If the bidder is a joint venture, each member of the joint venture must include the above information.

Time is of the essence regarding this contract, therefore, in the event the bidder to whom the Notice of Intent to Award Contract is given fails or refuses to post the required bonds and return executed copies of the Agreement form within **five (5) calendar days** from the date of receiving the Notice of Intent to Award Contract, the DISTRICT may declare the bidder's bid deposit or bond forfeited as damages.

Pursuant to Government Code Section 4552, in submitting a bid to the DISTRICT, the bidder offers and agrees that if the bid is accepted, it will assign to the DISTRICT all rights, title, and interest in, and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Business and Professions Code Sections 16700, et. seq.), arising from the purchase of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment to the bidder.

The bidder declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Plans, General Conditions of the contract, Special Conditions of the Contract, and Specifications, and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Plans, General Conditions of the contract, Special Conditions of the contract, and Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

Debarment. In addition to seeking remedies for False Claims under Government Code Section 12650 et seq. and Penal Code Section 72, the District may debar a Contractor pursuant to Article 15 of the General Conditions if the Board, or the Board's representative, in its discretion, finds the Contractor has done any of the following:

1. Intentionally or with reckless disregard, violated any term of a contract with the District
2. Committed an act or omission which reflects on the Contractor's quality, fitness or capacity to perform work for the District;
3. Committed an act or offense which indicates a lack of business integrity or business honesty; or,
4. Made or submitted a false claim against the District or any other public entity (See Government Code Sections 12650, et. seq., and Penal Code Section 72)

Designation of Subcontractors: In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et. seq.) and any amendments thereof, each bidder shall list subcontractors on the District's form Subcontractor list. This subcontractor list shall be submitted with the bid and is a required form.

I, the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

Spec Construction Co., Inc.
Proper Name of Company

Jasen DeLaFosse
Name of Bidder Representative

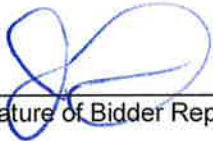
1870 S. Carlos Ave.
Street Address

Ontario, CA 91761
City, State, and Zip

(909) 947-4601
Phone Number

(909) 947-4602
Fax Number

info@speconstructionco.com
E-Mail

By: 
Signature of Bidder Representative

Date:
2/9/2018

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

All signatures must be made in permanent blue ink.

ATTACHMENT NO. 4 TO BID FORM

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et. seq.) and any amendments thereof, each bidder shall set forth below: (a) the name, license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor, who will perform work or labor or work or improvement to be performed under this contract, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvements according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the prime contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

If a prime contractor fails to specify a subcontractor, or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the prime contractor's total bid, the CONTRACTOR shall be deemed to have agreed that the CONTRACTOR is fully qualified to perform that portion, and that the CONTRACTOR alone shall perform that portion.

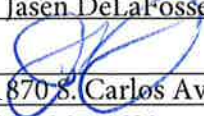
No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid where the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid where no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record, of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

NOTE: If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such alternate.

DESIGNATION OF SUBCONTRACTORS FORM

Description & Portion of Work	Name of Subcontractor	Business Address/Telephone	E-mail	License Type & Number	DIR Registration Number
Doors & Hardware	Mulvihill Enterprises, Inc.	P.O. Box 3063 Beaumont, CA 92223 951-845-1837	jack@m-e-i.b:z	C-6B, C-5 D-16, D-28 #931643	1000001515
Auto-Sliding Doors	Pasco Doors Gold A/c Inc.	848 Towne center Dr. Pomona, CA 91767 909-394-7311	Sales@pascodoors.net	C-17, C-61 D-28 #850249	1000003122

Proper Name of Bidder: Spec Construction Co., Inc.
 Date: 2/9/18
 Name: Jasen DeLaFosse
 Signature of Bidder Representative: 
 Address: 1870 S. Carlos Ave., Ontario CA 91761
 Phone: 909-947-4601

BID FORM

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

PROJECT: BOE BUILDING REMODEL - PACKAGES 02 TO 10

PROJECT ADDRESS: 777 North F Street, San Bernardino, CA 92410

Bid No. F18-02

CONTRACTOR
NAME: McKernan Inc.

BID PACKAGE
& NAME: 07 - Doors, Glazing and Hardware

DIR
REGISTRATION
NUMBER: 10000002082

ADDRESS: P.O. Box 8984
Redlands, CA 92375

TELEPHONE: (909) 307-5650

FAX: (909) 307-5651

EMAIL: bryan@mckernaninc.com

TO: SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT, acting by and through its Governing Board, herein called "DISTRICT".

Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done, with the drawings and specifications, and other contract documents, hereby proposes and agrees to perform within the time stipulated, the contract, including all of its component parts, and everything required to be performed, including its acceptance by the DISTRICT, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the contract and complete all of the work in a workmanlike manner required in connection with the construction of:

BID NO. F18-02

BOE Building Remodel - Packages 02 to 10

in the DISTRICT described above, all in strict conformance with the drawings and other contract documents on file at the Purchasing Office of said DISTRICT for amounts set forth herein.

Bidder acknowledges the following Addendum:

Number Number Number Number Number Number Number Number
1 2 3 _____ _____ _____ _____ _____

Acknowledge the inclusion of all addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

A.) Base Bid (\$ 592,100.00)
B.) Allowance (\$ 5,000.00)

Please add amount from the list below

- BID PACKAGE 02 – GENERAL CONSTRUCTION..... \$ 45,000.00
- BID PACKAGE 03 – SITE WORK..... \$ 20,000.00
- BID PACKAGE 04 – PAINTING..... \$ 10,000.00
- BID PACKAGE 05 – FLOORING..... \$ 10,000.00
- BID PACKAGE 06 – ACOUSTICAL CEILING..... \$ 20,000.00
- BID PACKAGE 07 – DOORS, GLAZING AND HARDWARE..... \$ 5,000.00
- BID PACKAGE 08 – HVAC..... \$ 25,000.00
- BID PACKAGE 09 – PLUMBING..... \$ 15,000.00
- BID PACKAGE 10 – ELECTRICAL AND COMMUNICATIONS..... \$ 50,000.00

TOTAL PRICE – ENTIRE JOB (Base Bid A + Allowance B)

TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

Five hundred ninety seven thousand one hundred DOLLARS

(\$ 597,100.00)

TIME FOR COMPLETION: The DISTRICT may give a notice to proceed within ninety (90) days of the award of the bid by the DISTRICT. Once the CONTRACTOR has received the notice to proceed, the CONTRACTOR shall complete the work in the time specified in the Agreement. By submitting this bid, CONTRACTOR has thoroughly studied this Project and agrees that the time period for this Project was adequate for the timely and proper completion of the Project. Further, CONTRACTOR has included in the analysis of the time required for this Project, Rain Days, Governmental Delays, and the requisite time to complete Punch List.

In the event that the DISTRICT desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the CONTRACTOR, giving the notice to proceed may be postponed by the DISTRICT. It is further expressly understood by the CONTRACTOR, that the CONTRACTOR shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

If the CONTRACTOR believes that a postponement will cause a hardship to it, the CONTRACTOR may terminate the contract with written notice to the DISTRICT within ten (10) days after receipt by the CONTRACTOR of the DISTRICT's notice of postponement. Should the CONTRACTOR terminate the contract as a result of a notice of postponement, the DISTRICT shall have the authority to award the contract to the next lowest responsible bidder, if applicable.

It is understood that the DISTRICT reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The CONTRACTOR understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

Attached is bid security in the amount of not less than ten percent (10%) of the total bid:

Bid bond (10% of the Bid), certified check, or cashier's check (circle one)

It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the DISTRICT a contract in the form attached hereto in accordance with the bid as accepted, and that he will also furnish and deliver to the DISTRICT the Performance Bond and Payment Bond, all within **five (5) calendar days** after award of contract, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract, by the start date provided in the DISTRICT's Notice to Proceed, and shall be completed by the CONTRACTOR in the time specified in the contract documents.

All notices or other correspondence should be addressed to the undersigned at the address stated below.

The names of all persons interested in the foregoing proposal as principals are as follows:

McKernan Inc.
Bryan McKernan - President
Celina McKernan - Officer

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

PROTEST PROCEDURES. If there is a bid protest, the grounds shall be submitted within 3 working days as set forth at Paragraph 12 of the Instructions to Bidders.

The undersigned bidder shall be licensed and shall provide the following California Contractor's license information:

License Number: 957421
License expiration date: 02/28/2019
Name on License: McKernan Inc.
Class of License: C-17, C-61, D-16, D-28

If the bidder is a joint venture, each member of the joint venture must include the above information.

Time is of the essence regarding this contract, therefore, in the event the bidder to whom the Notice of Intent to Award Contract is given fails or refuses to post the required bonds and return executed copies of the Agreement form within **five (5) calendar days** from the date of receiving the Notice of Intent to Award Contract, the DISTRICT may declare the bidder's bid deposit or bond forfeited as damages.

Pursuant to Government Code Section 4552, in submitting a bid to the DISTRICT, the bidder offers and agrees that if the bid is accepted, it will assign to the DISTRICT all rights, title, and interest in, and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Business and Professions Code Sections 16700, et. seq.), arising from the purchase of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment to the bidder.

The bidder declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Plans, General Conditions of the contract, Special Conditions of the Contract, and Specifications, and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Plans, General Conditions of the contract, Special Conditions of the contract, and Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

Debarment. In addition to seeking remedies for False Claims under Government Code Section 12650 et seq. and Penal Code Section 72, the District may debar a Contractor pursuant to Article 15 of the General Conditions if the Board, or the Board's representative, in its discretion, finds the Contractor has done any of the following:

1. Intentionally or with reckless disregard, violated any term of a contract with the District
2. Committed an act or omission which reflects on the Contractor's quality, fitness or capacity to perform work for the District;
3. Committed an act or offense which indicates a lack of business integrity or business honesty; or,
4. Made or submitted a false claim against the District or any other public entity (See Government Code Sections 12650, et. seq., and Penal Code Section 72)

Designation of Subcontractors: In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et. seq.) and any amendments thereof, each bidder shall list subcontractors on the District's form Subcontractor list. This subcontractor list shall be submitted with the bid and is a required form.

I, the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

McKernan Inc.

Proper Name of Company
Bryan McKernan

Name of Bidder Representative
508 E. Stuart Avenue


Street Address
Redlands, CA 92374

City, State, and Zip
(909) 307-5650

Phone Number
(909) 307-5651

Fax Number
bryan@mckernaninc.com

E-Mail

By:  _____ Date: 02/21/2018
Signature of Bidder Representative _____

NOTE: *If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.*

All signatures must be made in permanent blue ink.

ATTACHMENT NO. 4 TO BID FORM

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et. seq.) and any amendments thereof, each bidder shall set forth below: (a) the name, license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor, who will perform work or labor or work or improvement to be performed under this contract, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvements according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the prime contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

If a prime contractor fails to specify a subcontractor, or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the prime contractor's total bid, the CONTRACTOR shall be deemed to have agreed that the CONTRACTOR is fully qualified to perform that portion, and that the CONTRACTOR alone shall perform that portion.

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid where the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid where no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record, of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

NOTE: If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such alternate.

DESIGNATION OF SUBCONTRACTORS FORM

Description & Portion of Work	Name of Subcontractor	Business Address/Telephone	E-mail	License Type & Number	DIR Registration Number
Automatic Entrance	Assa Abloy	9746 Dino Drive Elk Grove, CA 916-585-7779	Darin.aratani @assaabloy.com	738120 D28	1000033560

Proper Name of Bidder: McKernan Inc.

Date: 02/21/2018

Name: Bryan McKernan - President

Signature of Bidder Representative: _____

Address: P.O. Box 8984, Redlands, CA 92375

Phone: 909-307-5650



Bid Results & 3 Lowest Bids Subcontractor Lists Available at Facilities website under the procurements tab by bid number: http://www.sbcusdfacilities.com/procurement/nib.cfm		
	CONTRACTOR (Name, City, State)	BID AMOUNT
1	ACH Mechanical Contractors, Inc., Redlands, CA	1,357,000.00
2	Arrowhead Mechanical Inc., dba Arrowhead Sheet Metal, San Bernardino	1,380,000.00
3	West-Tech Mechanical, Inc., Montclair	1,685,000.00
4	Los Angeles Air Conditioning, Inc., La Verne	1,751,000.00
5		
6		
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9		
10		
11		
12		
13		
14		
15		

BID FORM

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

PROJECT: BOE BUILDING REMODEL - PACKAGES 02 TO 10

PROJECT ADDRESS: 777 North F Street, San Bernardino, CA 92410

Bid No. F18-02

CONTRACTOR
NAME:

ACH Mechanical Contractors, Inc.

BID PACKAGE
& NAME:

8 - HVAC

DIR
REGISTRATION
NUMBER:

1000003396

ADDRESS:

411 Business Center Court, Redlands, CA 92373

TELEPHONE:

(909) 307-2850

FAX:

(909) 307-2853

EMAIL:

hvargas@achmechanical.com

TO: SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT, acting by and through its Governing Board, herein called "DISTRICT".

Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done, with the drawings and specifications, and other contract documents, hereby proposes and agrees to perform within the time stipulated, the contract, including all of its component parts, and everything required to be performed, including its acceptance by the DISTRICT, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the contract and complete all of the work in a workmanlike manner required in connection with the construction of:

BID NO. F18-02

BOE Building Remodel - Packages 02 to 10

in the DISTRICT described above, all in strict conformance with the drawings and other contract documents on file at the Purchasing Office of said DISTRICT for amounts set forth herein.

Bidder acknowledges the following Addendum:

Number Number Number Number Number Number Number Number
1 2 3 _____ _____ _____ _____ _____

Acknowledge the inclusion of all addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

A.) Base Bid (\$ 1,332,000.00)

B.) Allowance (\$ 25,000.00)

Please add amount from the list below

- BID PACKAGE 02 – GENERAL CONSTRUCTION..... \$ 45,000.00
- BID PACKAGE 03 – SITE WORK..... \$ 20,000.00
- BID PACKAGE 04 – PAINTING..... \$ 10,000.00
- BID PACKAGE 05 – FLOORING..... \$ 10,000.00
- BID PACKAGE 06 – ACOUSTICAL CEILING..... \$ 20,000.00
- BID PACKAGE 07 – DOORS, GLAZING AND HARDWARE..... \$ 5,000.00
- BID PACKAGE 08 – HVAC..... \$ 25,000.00
- BID PACKAGE 09 – PLUMBING..... \$ 15,000.00
- BID PACKAGE 10 – ELECTRICAL AND COMMUNICATIONS..... \$ 50,000.00

TOTAL PRICE – ENTIRE JOB (Base Bid A + Allowance B)

TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

One million three hundred fifty seven thousand DOLLARS

(\$ 1,357,000.00)

TIME FOR COMPLETION: The DISTRICT may give a notice to proceed within ninety (90) days of the award of the bid by the DISTRICT. Once the CONTRACTOR has received the notice to proceed, the CONTRACTOR shall complete the work in the time specified in the Agreement. By submitting this bid, CONTRACTOR has thoroughly studied this Project and agrees that the time period for this Project was adequate for the timely and proper completion of the Project. Further, CONTRACTOR has included in the analysis of the time required for this Project, Rain Days, Governmental Delays, and the requisite time to complete Punch List.

In the event that the DISTRICT desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the CONTRACTOR, giving the notice to proceed may be postponed by the DISTRICT. It is further expressly understood by the CONTRACTOR, that the CONTRACTOR shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

If the CONTRACTOR believes that a postponement will cause a hardship to it, the CONTRACTOR may terminate the contract with written notice to the DISTRICT within ten (10) days after receipt by the CONTRACTOR of the DISTRICT's notice of postponement. Should the CONTRACTOR terminate the contract as a result of a notice of postponement, the DISTRICT shall have the authority to award the contract to the next lowest responsible bidder, if applicable.

It is understood that the DISTRICT reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The CONTRACTOR understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

Attached is bid security in the amount of not less than ten percent (10%) of the total bid:

Bid bond (10% of the Bid), certified check, or cashier's check (circle one)

It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the DISTRICT a contract in the form attached hereto in accordance with the bid as accepted, and that he will also furnish and deliver to the DISTRICT the Performance Bond and Payment Bond, all within **five (5) calendar days** after award of contract, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract, by the start date provided in the DISTRICT's Notice to Proceed, and shall be completed by the CONTRACTOR in the time specified in the contract documents.

All notices or other correspondence should be addressed to the undersigned at the address stated below.

The names of all persons interested in the foregoing proposal as principals are as follows:

Hector M. Vargas, President
Augustine Sandoval, Secretary/Treas
ACH Mechanical Contractors, Inc.

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

PROTEST PROCEDURES. If there is a bid protest, the grounds shall be submitted within 3 working days as set forth at Paragraph 12 of the Instructions to Bidders.

The undersigned bidder shall be licensed and shall provide the following California Contractor's license information:

License Number: 780560

License expiration date: 6/30/2018

Name on License: ACH Mechanical Contractors, Inc.

Class of License: C20

If the bidder is a joint venture, each member of the joint venture must include the above information.

Time is of the essence regarding this contract, therefore, in the event the bidder to whom the Notice of Intent to Award Contract is given fails or refuses to post the required bonds and return executed copies of the Agreement form within **five (5) calendar days** from the date of receiving the Notice of Intent to Award Contract, the DISTRICT may declare the bidder's bid deposit or bond forfeited as damages.

Pursuant to Government Code Section 4552, in submitting a bid to the DISTRICT, the bidder offers and agrees that if the bid is accepted, it will assign to the DISTRICT all rights, title, and interest in, and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Business and Professions Code Sections 16700, et. seq.), arising from the purchase of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment to the bidder.

The bidder declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Plans, General Conditions of the contract, Special Conditions of the Contract, and Specifications, and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Plans, General Conditions of the contract, Special Conditions of the contract, and Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

Debarment. In addition to seeking remedies for False Claims under Government Code Section 12650 et seq. and Penal Code Section 72, the District may debar a Contractor pursuant to Article 15 of the General Conditions if the Board, or the Board's representative, in its discretion, finds the Contractor has done any of the following:

1. Intentionally or with reckless disregard, violated any term of a contract with the District
2. Committed an act or omission which reflects on the Contractor's quality, fitness or capacity to perform work for the District;
3. Committed an act or offense which indicates a lack of business integrity or business honesty; or,
4. Made or submitted a false claim against the District or any other public entity (See Government Code Sections 12650, et. seq., and Penal Code Section 72)

Designation of Subcontractors: In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et. seq.) and any amendments thereof, each bidder shall list subcontractors on the District's form Subcontractor list. This subcontractor list shall be submitted with the bid and is a required form.

I, the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

ACH Mechanical Contractors, Inc.
Proper Name of Company

Hector M. Vargas
Name of Bidder Representative

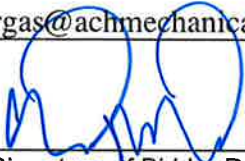
411 Business Center Court
Street Address

Redlands, CA 92373
City, State, and Zip

(909) 307-2850
Phone Number

(909) 307-253
Fax Number

hvargas@achmechanical Contractors, Inc.
E-Mail

By: 
Signature of Bidder Representative

Date: February 21, 2018

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

All signatures must be made in permanent blue ink.

ATTACHMENT NO. 4 TO BID FORM

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et. seq.) and any amendments thereof, each bidder shall set forth below: (a) the name, license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor, who will perform work or labor or work or improvement to be performed under this contract, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvements according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the prime contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

If a prime contractor fails to specify a subcontractor, or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the prime contractor's total bid, the CONTRACTOR shall be deemed to have agreed that the CONTRACTOR is fully qualified to perform that portion, and that the CONTRACTOR alone shall perform that portion.

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid where the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid where no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record, of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

NOTE: If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such alternate.

DESIGNATION OF SUBCONTRACTORS FORM

Description & Portion of Work	Name of Subcontractor	Business Address/Telephone	E-mail	License Type & Number	DIR Registration Number
Air Balance :	American Air Balance	4721 E. Hunter Ave Anaheim, CA. 92817 714-693-3700	sales@aabcorp.com	583562 DB2, CZ0, CB1	1000003722
Insulation :	Mechanical Insulation System	31407 Outer Hwy 10 Suite B, Redlands, CA 92373 909-794-3823	rob@mechinsulation.com	992207 C36, CZ	1000009254
Duct cleaning:	Penn Air Control	5941 Lakeshore Drive Cypress, CA. 90630 714-220-9091	andrew@pennairgroup.com	348326 C20	1000004883

Proper Name of Bidder: ACH Mechanical Contractors, Inc.

Date: February 21, 2018

Name: Hector M. Vargas

Signature of Bidder Representative: _____

Address: 411 Business Center Court, Redlands, CA 92373

Phone: 909-307-2850

BID FORM

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

PROJECT: BOE BUILDING REMODEL - PACKAGES 02 TO 10

PROJECT ADDRESS: 777 North F Street, San Bernardino, CA 92410

Bid No. F18-02

CONTRACTOR
NAME: Arrowhead Mechanical Inc. dba Arrowhead Sheet Metal

BID PACKAGE
& NAME: 8- HVAC

DIR
REGISTRATION
NUMBER: 1000000789

ADDRESS: 209 N. Waterman Avenue
San Bernardino, CA 92408

TELEPHONE: (909) 884-0174

FAX: (909) 884-4849

EMAIL: ARROWHEADM@AOL.COM

TO: SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT, acting by and through its Governing Board, herein called "DISTRICT".

Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done, with the drawings and specifications, and other contract documents, hereby proposes and agrees to perform within the time stipulated, the contract, including all of its component parts, and everything required to be performed, including its acceptance by the DISTRICT, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the contract and complete all of the work in a workmanlike manner required in connection with the construction of:

BID NO. F18-02

BOE Building Remodel - Packages 02 to 10

in the DISTRICT described above, all in strict conformance with the drawings and other contract documents on file at the Purchasing Office of said DISTRICT for amounts set forth herein.

Bidder acknowledges the following Addendum:

Number Number Number Number Number Number Number Number
1 2 3 _____ _____ _____ _____ _____

Acknowledge the inclusion of all addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

A.) Base Bid (\$ 1,355,000.00)
B.) Allowance (\$ 25,000.00)

Please add amount from the list below

- BID PACKAGE 02 – GENERAL CONSTRUCTION..... \$ 45,000.00
- BID PACKAGE 03 – SITE WORK..... \$ 20,000.00
- BID PACKAGE 04 – PAINTING..... \$ 10,000.00
- BID PACKAGE 05 – FLOORING..... \$ 10,000.00
- BID PACKAGE 06 – ACOUSTICAL CEILING..... \$ 20,000.00
- BID PACKAGE 07 – DOORS, GLAZING AND HARDWARE..... \$ 5,000.00
- BID PACKAGE 08 – HVAC..... \$ 25,000.00
- BID PACKAGE 09 – PLUMBING..... \$ 15,000.00
- BID PACKAGE 10 – ELECTRICAL AND COMMUNICATIONS..... \$ 50,000.00

TOTAL PRICE – ENTIRE JOB (Base Bid A + Allowance B)

TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

1,380,000.00 one million three hundred Eighty Thousand Dollars DOLLARS
(\$ 1,380,000.00)

TIME FOR COMPLETION: The DISTRICT may give a notice to proceed within ninety (90) days of the award of the bid by the DISTRICT. Once the CONTRACTOR has received the notice to proceed, the CONTRACTOR shall complete the work in the time specified in the Agreement. By submitting this bid, CONTRACTOR has thoroughly studied this Project and agrees that the time period for this Project was adequate for the timely and proper completion of the Project. Further, CONTRACTOR has included in the analysis of the time required for this Project, Rain Days, Governmental Delays, and the requisite time to complete Punch List.

In the event that the DISTRICT desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the CONTRACTOR, giving the notice to proceed may be postponed by the DISTRICT. It is further expressly understood by the CONTRACTOR, that the CONTRACTOR shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

If the CONTRACTOR believes that a postponement will cause a hardship to it, the CONTRACTOR may terminate the contract with written notice to the DISTRICT within ten (10) days after receipt by the CONTRACTOR of the DISTRICT's notice of postponement. Should the CONTRACTOR terminate the contract as a result of a notice of postponement, the DISTRICT shall have the authority to award the contract to the next lowest responsible bidder, if applicable.

It is understood that the DISTRICT reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The CONTRACTOR understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

Attached is bid security in the amount of not less than ten percent (10%) of the total bid:

Bid bond (10% of the Bid), certified check, or cashier's check (circle one)

It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the DISTRICT a contract in the form attached hereto in accordance with the bid as accepted, and that he will also furnish and deliver to the DISTRICT the Performance Bond and Payment Bond, all within **five (5) calendar days** after award of contract, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract, by the start date provided in the DISTRICT's Notice to Proceed, and shall be completed by the CONTRACTOR in the time specified in the contract documents.

All notices or other correspondence should be addressed to the undersigned at the address stated below.

The names of all persons interested in the foregoing proposal as principals are as follows:

Robert Gastel, Secretary/Treasurer _____
Michael Gastel, President _____

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

PROTEST PROCEDURES. If there is a bid protest, the grounds shall be submitted within 3 working days as set forth at Paragraph 12 of the Instructions to Bidders.

The undersigned bidder shall be licensed and shall provide the following California Contractor's license information:

License Number: 334422

License expiration date: 6-30-2018

Name on License: Arrowhead Mechanical Inc. dba Arrowhead Sheet Metal

Class of License: C20, C43, B

If the bidder is a joint venture, each member of the joint venture must include the above information.

Time is of the essence regarding this contract, therefore, in the event the bidder to whom the Notice of Intent to Award Contract is given fails or refuses to post the required bonds and return executed copies of the Agreement form within **five (5) calendar days** from the date of receiving the Notice of Intent to Award Contract, the DISTRICT may declare the bidder's bid deposit or bond forfeited as damages.

Pursuant to Government Code Section 4552, in submitting a bid to the DISTRICT, the bidder offers and agrees that if the bid is accepted, it will assign to the DISTRICT all rights, title, and interest in, and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Business and Professions Code Sections 16700, et. seq.), arising from the purchase of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment to the bidder.

The bidder declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Plans, General Conditions of the contract, Special Conditions of the Contract, and Specifications, and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Plans, General Conditions of the contract, Special Conditions of the contract, and Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

Debarment. In addition to seeking remedies for False Claims under Government Code Section 12650 et seq. and Penal Code Section 72, the District may debar a Contractor pursuant to Article 15 of the General Conditions if the Board, or the Board's representative, in its discretion, finds the Contractor has done any of the following:

1. Intentionally or with reckless disregard, violated any term of a contract with the District
2. Committed an act or omission which reflects on the Contractor's quality, fitness or capacity to perform work for the District;
3. Committed an act or offense which indicates a lack of business integrity or business honesty; or,
4. Made or submitted a false claim against the District or any other public entity (See Government Code Sections 12650, et. seq., and Penal Code Section 72)

Designation of Subcontractors: In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et. seq.) and any amendments thereof, each bidder shall list subcontractors on the District's form Subcontractor list. This subcontractor list shall be submitted with the bid and is a required form.

I, the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

Arrowhead Mechanical Inc. dba Arrowhead Sheet Metal

Proper Name of Company

Robert Gastel, Secretary/Treasurer

Name of Bidder Representative

209 N. Waterman Avenue

Street Address

San Bernardino, CA 92408

City, State, and Zip

(909) 884-0174

Phone Number

(909) 884-4849

Fax Number

Arrowheadm@aol.com

E-Mail

By: 

Signature of Bidder Representative

Date: 2/22/18

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

All signatures must be made in permanent blue ink.

ATTACHMENT NO. 4 TO BID FORM

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et. seq.) and any amendments thereof, each bidder shall set forth below: (a) the name, license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor, who will perform work or labor or work or improvement to be performed under this contract, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvements according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the prime contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

If a prime contractor fails to specify a subcontractor, or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the prime contractor's total bid, the CONTRACTOR shall be deemed to have agreed that the CONTRACTOR is fully qualified to perform that portion, and that the CONTRACTOR alone shall perform that portion.

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid where the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid where no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record, of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

NOTE: If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such alternate.

DESIGNATION OF SUBCONTRACTORS FORM

Description & Portion of Work	Name of Subcontractor	Business Address/Telephone	E-mail	License Type & Number	DIR Registration Number	
Insulation	PE Mechanical Insulation Systems 31407 Outer Highway 10 Suite B Redlands, CA 92373 (909) 794-3823 CSL# 992207 Exp. 4-30-2018			C2	1000009254	
				Rob@mechinsulation.net		
Air Balance	AS Los Angeles Air Balance Co. Inc. 1848 W. 11 th Street Unit #N Upland, CA 91786 (909) 931-1114 CSL# 625772 Exp. 8-31-2019			CG1/DB2	1000004731	
				Sales@laairbalance.com		

Proper Name of Bidder: Arrowhead Mechanical Inc. dba Arrowhead Sheet Metal

Date: 2-21-2018

Name: Robert Gastel, Secretary/Treasurer

Signature of Bidder Representative: _____

Address: 209 N. Waterman Avenue San Bernardino, CA 92408

Phone: 909-884-0174

BID FORM

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

PROJECT: BOE BUILDING REMODEL - PACKAGES 02 TO 10

PROJECT ADDRESS: 777 North F Street, San Bernardino, CA 92410

Bid No. F18-02

CONTRACTOR NAME: West-Tech Mechanical Inc

BID PACKAGE # & NAME: 08 - HVAC

DIR REGISTRATION NUMBER: 1000002683

ADDRESS: 5589 Brooks St.
Montclair CA 91763

TELEPHONE: (909) 625-1170

FAX: (909) 625-1180

EMAIL: jane@westtechmech.com

TO: SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT, acting by and through its Governing Board, herein called "DISTRICT".

Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done, with the drawings and specifications, and other contract documents, hereby proposes and agrees to perform within the time stipulated, the contract, including all of its component parts, and everything required to be performed, including its acceptance by the DISTRICT, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the contract and complete all of the work in a workmanlike manner required in connection with the construction of:

BID NO. F18-02

BOE Building Remodel - Packages 02 to 10

in the DISTRICT described above, all in strict conformance with the drawings and other contract documents on file at the Purchasing Office of said DISTRICT for amounts set forth herein.

Bidder acknowledges the following Addendum:

Number Number Number Number Number Number Number Number
1 2 3 _____ _____ _____ _____

Acknowledge the inclusion of all addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

A.) Base Bid (\$ 1,660,000.00)

B.) Allowance (\$ 25,000.00)

Please add amount from the list below

- BID PACKAGE 02 – GENERAL CONSTRUCTION..... \$ 45,000.00
- BID PACKAGE 03 – SITE WORK..... \$ 20,000.00
- BID PACKAGE 04 – PAINTING..... \$ 10,000.00
- BID PACKAGE 05 – FLOORING..... \$ 10,000.00
- BID PACKAGE 06 – ACOUSTICAL CEILING..... \$ 20,000.00
- BID PACKAGE 07 – DOORS, GLAZING AND HARDWARE..... \$ 5,000.00
- BID PACKAGE 08 – HVAC..... \$ 25,000.00
- BID PACKAGE 09 – PLUMBING..... \$ 15,000.00
- BID PACKAGE 10 – ELECTRICAL AND COMMUNICATIONS..... \$ 50,000.00

TOTAL PRICE – ENTIRE JOB (Base Bid A + Allowance B)

TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

one million six hundred eighty five thousand DOLLARS

(\$ 1,685,000.00)

TIME FOR COMPLETION: The DISTRICT may give a notice to proceed within ninety (90) days of the award of the bid by the DISTRICT. Once the CONTRACTOR has received the notice to proceed, the CONTRACTOR shall complete the work in the time specified in the Agreement. By submitting this bid, CONTRACTOR has thoroughly studied this Project and agrees that the time period for this Project was adequate for the timely and proper completion of the Project. Further, CONTRACTOR has included in the analysis of the time required for this Project, Rain Days, Governmental Delays, and the requisite time to complete Punch List.

In the event that the DISTRICT desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the CONTRACTOR, giving the notice to proceed may be postponed by the DISTRICT. It is further expressly understood by the CONTRACTOR, that the CONTRACTOR shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

If the CONTRACTOR believes that a postponement will cause a hardship to it, the CONTRACTOR may terminate the contract with written notice to the DISTRICT within ten (10) days after receipt by the CONTRACTOR of the DISTRICT's notice of postponement. Should the CONTRACTOR terminate the contract as a result of a notice of postponement, the DISTRICT shall have the authority to award the contract to the next lowest responsible bidder, if applicable.

It is understood that the DISTRICT reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The CONTRACTOR understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

Attached is bid security in the amount of not less than ten percent (10%) of the total bid:

Bid bond (10% of the Bid)

certified check, or cashier's check (circle one)

It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the DISTRICT a contract in the form attached hereto in accordance with the bid as accepted, and that he will also furnish and deliver to the DISTRICT the Performance Bond and Payment Bond, all within **five (5) calendar days** after award of contract, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract, by the start date provided in the DISTRICT's Notice to Proceed, and shall be completed by the CONTRACTOR in the time specified in the contract documents.

All notices or other correspondence should be addressed to the undersigned at the address stated below.

The names of all persons interested in the foregoing proposal as principals are as follows:

West-Tech Mechanical Inc
Ghassan M. Lahid - President
Secretary
Treasurer

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

PROTEST PROCEDURES. If there is a bid protest, the grounds shall be submitted within 3 working days as set forth at Paragraph 12 of the Instructions to Bidders.

The undersigned bidder shall be licensed and shall provide the following California Contractor's license information:

License Number: 591798
License expiration date: 06.30.2018
Name on License: West-Tech Mechanical Inc
Class of License: C-20

If the bidder is a joint venture, each member of the joint venture must include the above information.

Time is of the essence regarding this contract, therefore, in the event the bidder to whom the Notice of Intent to Award Contract is given fails or refuses to post the required bonds and return executed copies of the Agreement form within **five (5) calendar days** from the date of receiving the Notice of Intent to Award Contract, the DISTRICT may declare the bidder's bid deposit or bond forfeited as damages.

Pursuant to Government Code Section 4552, in submitting a bid to the DISTRICT, the bidder offers and agrees that if the bid is accepted, it will assign to the DISTRICT all rights, title, and interest in, and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Business and Professions Code Sections 16700, et. seq.), arising from the purchase of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment to the bidder.

The bidder declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Plans, General Conditions of the contract, Special Conditions of the Contract, and Specifications, and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Plans, General Conditions of the contract, Special Conditions of the contract, and Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

Debarment. In addition to seeking remedies for False Claims under Government Code Section 12650 et seq. and Penal Code Section 72, the District may debar a Contractor pursuant to Article 15 of the General Conditions if the Board, or the Board's representative, in its discretion, finds the Contractor has done any of the following:

1. Intentionally or with reckless disregard, violated any term of a contract with the District
2. Committed an act or omission which reflects on the Contractor's quality, fitness or capacity to perform work for the District;
3. Committed an act or offense which indicates a lack of business integrity or business honesty; or,
4. Made or submitted a false claim against the District or any other public entity (See Government Code Sections 12650, et. seq., and Penal Code Section 72)

Designation of Subcontractors: In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et. seq.) and any amendments thereof, each bidder shall list subcontractors on the District's form Subcontractor list. This subcontractor list shall be submitted with the bid and is a required form.

I, the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

West-Tech Mechanical Inc

Proper Name of Company

Ghassan M. Wahid

Name of Bidder Representative

5789 Brooks St.

Street Address

Montclair CA 91763

City, State, and Zip

(909) 675-1170

Phone Number

(909) 675-1180

Fax Number

jane@westtechmech.com

E-Mail

West-Tech Mechanical Inc

By: 
Signature of Bidder Representative

Date: 02.20.2018

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

All signatures must be made in permanent blue ink.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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)

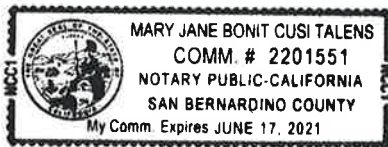
On 02-20-2018 before me, Mary Jane Bonit Cusi Talens, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Ghassan M Wahid
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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 *Mary Jane Bonit Cusi Talens*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

ATTACHMENT NO. 4 TO BID FORM

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et. seq.), and any amendments thereof, each bidder shall set forth below: (a) the name, license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor, who will perform work or labor or work or improvement to be performed under this contract, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvements according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the prime contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

If a prime contractor fails to specify a subcontractor, or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the prime contractor's total bid, the CONTRACTOR shall be deemed to have agreed that the CONTRACTOR is fully qualified to perform that portion, and that the CONTRACTOR alone shall perform that portion.

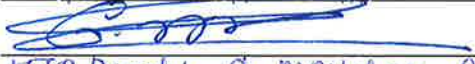
No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid where the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid where no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record, of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

NOTE: If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such alternate.

DESIGNATION OF SUBCONTRACTORS FORM

Description & Portion of Work	Name of Subcontractor	Business Address/Telephone	E-mail	License Type & Number	DIR Registration Number
Controls	Retrofit Service Co. Inc	8656 Utica Ave #300 Rancho Cucamonga, CA 91730	jim@retrofit.com	C-10+C-7 #700432	1000001350
Piping	Couts Heating	1693 Rimpou Ave Corona, CA 92881	martin@couts.com	375584 C-20	1000001611
Test and balance	Los Angeles Air Balance	1848 W. 11th Street Upland CA. 91786	sales@laairbalance.com	625772 D621C61	1000004731
Insulation	Mechanical Insulation System a Division of plumbing Systems West. Inc	31407 Outer Hwy 10S Redlands, CA 92373	rob@mechanicalinsulation.com	C-2 992207	1000009254

Proper Name of Bidder: West-Tech Mechanical Inc
 Date: 02.20.2018
 Name: Ghassan M. Walid
 Signature of Bidder Representative: 
 Address: 5589 Brooks St. Montclair CA 91763
 Phone: 909 6251170



Bid Results & 3 Lowest Bids Subcontractor Lists Available at Facilities website under the procurements tab by bid number: http://www.sbcusdfacilities.com/procurement/nib.cfm		
	CONTRACTOR (Name, City, State)	BID AMOUNT
1	Fischer, Inc., San Bernardino, CA	197,000.00
2	Verne's Plumbing, Inc., Buena Park, CA	256,000.00
3	Pro-Craft Construction, Inc., Redlands, CA	292,000.00
4	Empyrian Plumbing, Inc., Riverside, CA	684,485.00
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		

BID FORM

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

PROJECT: BOE BUILDING REMODEL - PACKAGES 02 TO 10

PROJECT ADDRESS: 777 North F Street, San Bernardino, CA 92410

Bid No. F18-02

CONTRACTOR
NAME: Fischer, Inc.

BID PACKAGE
& NAME: 09 - Plumbing

DIR
REGISTRATION
NUMBER: 1000000857

ADDRESS: 1372 West 26th Street
San Bernardino, CA 92405

TELEPHONE: (909) 881-2910

FAX: (909) 881-5761

EMAIL: mike@fischerinc.us

TO: SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT, acting by and through its Governing Board, herein called "DISTRICT".

Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done, with the drawings and specifications, and other contract documents, hereby proposes and agrees to perform within the time stipulated, the contract, including all of its component parts, and everything required to be performed, including its acceptance by the DISTRICT, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the contract and complete all of the work in a workmanlike manner required in connection with the construction of:

BID NO. F18-02

BOE Building Remodel - Packages 02 to 10

in the DISTRICT described above, all in strict conformance with the drawings and other contract documents on file at the Purchasing Office of said DISTRICT for amounts set forth herein.

Bidder acknowledges the following Addendum:

Number Number Number Number Number Number Number Number
1 2 3 _____ _____ _____ _____ _____

Acknowledge the inclusion of all addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

A.) Base Bid (\$ 182,000)

B.) Allowance (\$ 15,000)

Please add amount from the list below

- BID PACKAGE 02 – GENERAL CONSTRUCTION..... \$ 45,000.00
- BID PACKAGE 03 – SITE WORK..... \$ 20,000.00
- BID PACKAGE 04 – PAINTING..... \$ 10,000.00
- BID PACKAGE 05 – FLOORING..... \$ 10,000.00
- BID PACKAGE 06 – ACOUSTICAL CEILING..... \$ 20,000.00
- BID PACKAGE 07 – DOORS, GLAZING AND HARDWARE..... \$ 5,000.00
- BID PACKAGE 08 – HVAC..... \$ 25,000.00
- BID PACKAGE 09 – PLUMBING..... \$ 15,000.00
- BID PACKAGE 10 – ELECTRICAL AND COMMUNICATIONS..... \$ 50,000.00

TOTAL PRICE – ENTIRE JOB (Base Bid A + Allowance B)

TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

One hundred ninety-seven thousand-----DOLLARS

(\$ 197,000)

TIME FOR COMPLETION: The DISTRICT may give a notice to proceed within ninety (90) days of the award of the bid by the DISTRICT. Once the CONTRACTOR has received the notice to proceed, the CONTRACTOR shall complete the work in the time specified in the Agreement. By submitting this bid, CONTRACTOR has thoroughly studied this Project and agrees that the time period for this Project was adequate for the timely and proper completion of the Project. Further, CONTRACTOR has included in the analysis of the time required for this Project, Rain Days, Governmental Delays, and the requisite time to complete Punch List.

In the event that the DISTRICT desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the CONTRACTOR, giving the notice to proceed may be postponed by the DISTRICT. It is further expressly understood by the CONTRACTOR, that the CONTRACTOR shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

If the CONTRACTOR believes that a postponement will cause a hardship to it, the CONTRACTOR may terminate the contract with written notice to the DISTRICT within ten (10) days after receipt by the CONTRACTOR of the DISTRICT's notice of postponement. Should the CONTRACTOR terminate the contract as a result of a notice of postponement, the DISTRICT shall have the authority to award the contract to the next lowest responsible bidder, if applicable.

It is understood that the DISTRICT reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The CONTRACTOR understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

Attached is bid security in the amount of not less than ten percent (10%) of the total bid:

Bid bond (10% of the Bid) certified check, or cashier's check (circle one)

It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the DISTRICT a contract in the form attached hereto in accordance with the bid as accepted, and that he will also furnish and deliver to the DISTRICT the Performance Bond and Payment Bond, all within **five (5) calendar days** after award of contract, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract, by the start date provided in the DISTRICT's Notice to Proceed, and shall be completed by the CONTRACTOR in the time specified in the contract documents.

All notices or other correspondence should be addressed to the undersigned at the address stated below.

The names of all persons interested in the foregoing proposal as principals are as follows:

Fischer, Inc. - Mike Fischer - President, Secretary, Treasurer and Manager

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

PROTEST PROCEDURES. If there is a bid protest, the grounds shall be submitted within 3 working days as set forth at Paragraph 12 of the Instructions to Bidders.

The undersigned bidder shall be licensed and shall provide the following California Contractor's license information:

License Number: 853357
License expiration date: January 31, 2019
Name on License: Fischer, Inc.
Class of License: A,C-36 & C-16

If the bidder is a joint venture, each member of the joint venture must include the above information.

Time is of the essence regarding this contract, therefore, in the event the bidder to whom the Notice of Intent to Award Contract is given fails or refuses to post the required bonds and return executed copies of the Agreement form within **five (5) calendar days** from the date of receiving the Notice of Intent to Award Contract, the DISTRICT may declare the bidder's bid deposit or bond forfeited as damages.

Pursuant to Government Code Section 4552, in submitting a bid to the DISTRICT, the bidder offers and agrees that if the bid is accepted, it will assign to the DISTRICT all rights, title, and interest in, and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Business and Professions Code Sections 16700, et. seq.), arising from the purchase of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment to the bidder.

The bidder declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Plans, General Conditions of the contract, Special Conditions of the Contract, and Specifications, and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Plans, General Conditions of the contract, Special Conditions of the contract, and Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

Debarment. In addition to seeking remedies for False Claims under Government Code Section 12650 et seq. and Penal Code Section 72, the District may debar a Contractor pursuant to Article 15 of the General Conditions if the Board, or the Board's representative, in its discretion, finds the Contractor has done any of the following:

1. Intentionally or with reckless disregard, violated any term of a contract with the District
2. Committed an act or omission which reflects on the Contractor's quality, fitness or capacity to perform work for the District;
3. Committed an act or offense which indicates a lack of business integrity or business honesty; or,
4. Made or submitted a false claim against the District or any other public entity (See Government Code Sections 12650, et. seq., and Penal Code Section 72)

Designation of Subcontractors: In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et. seq.) and any amendments thereof, each bidder shall list subcontractors on the District's form Subcontractor list. This subcontractor list shall be submitted with the bid and is a required form.

I, the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

Fischer, Inc.

Proper Name of Company
Mike Fischer

Name of Bidder Representative
1372 West 26th Street

Street Address
San Bernardino, CA 92405

City, State, and Zip
(909) 881-2910

Phone Number
(909) 881-5761

Fax Number
mike@fischerinc.us

E-Mail

By:  _____
Signature of Bidder Representative

Date: February 20, 2018

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

All signatures must be made in permanent blue ink.

BID FORM

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

PROJECT: BOE BUILDING REMODEL - PACKAGES 02 TO 10

PROJECT ADDRESS: 777 North F Street. San Bernardino. CA 92410

Bid No. F18-02

CONTRACTOR
NAME: Verne's Plumbing, Inc.

BID PACKAGE
& NAME: 9 Plumbing

DIR
REGISTRATION
NUMBER: 1000000572

ADDRESS: 8561 Whitaker St.
Buena Park. Ca. 90621

TELEPHONE: (714) 994-1971

FAX: (714) 994-2203

EMAIL: Lyle@vernesplumbing.com

TO: SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT. acting by and through its Governing Board. herein called "DISTRICT".

Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done, with the drawings and specifications, and other contract documents, hereby proposes and agrees to perform within the time stipulated, the contract, including all of its component parts, and everything required to be performed, including its acceptance by the DISTRICT, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the contract and complete all of the work in a workmanlike manner required in connection with the construction of:

BID NO. F18-02

BOE Building Remodel - Packages 02 to 10

in the DISTRICT described above, all in strict conformance with the drawings and other contract documents on file at the Purchasing Office of said DISTRICT for amounts set forth herein.

Bidder acknowledges the following Addendum:

Number Number Number Number Number Number Number Number
1 2 3 _____ _____ _____ _____ _____

Acknowledge the inclusion of all addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

A.) Base Bid (\$ 241,000⁰⁰)
B.) Allowance (\$ 15,000⁰⁰)

Please add amount from the list below

- BID PACKAGE 02 – GENERAL CONSTRUCTION..... \$ 45,000.00
- BID PACKAGE 03 – SITE WORK..... \$ 20,000.00
- BID PACKAGE 04 – PAINTING..... \$ 10,000.00
- BID PACKAGE 05 – FLOORING..... \$ 10,000.00
- BID PACKAGE 06 – ACOUSTICAL CEILING..... \$ 20,000.00
- BID PACKAGE 07 – DOORS, GLAZING AND HARDWARE..... \$ 5,000.00
- BID PACKAGE 08 – HVAC..... \$ 25,000.00
- BID PACKAGE 09 – PLUMBING..... \$ 15,000.00
- BID PACKAGE 10 – ELECTRICAL AND COMMUNICATIONS..... \$ 50,000.00

TOTAL PRICE – ENTIRE JOB (Base Bid A + Allowance B)

TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

Two hundred fifty-six thousand dollars DOLLARS

(\$ 256,000⁰⁰)

TIME FOR COMPLETION: The DISTRICT may give a notice to proceed within ninety (90) days of the award of the bid by the DISTRICT. Once the CONTRACTOR has received the notice to proceed, the CONTRACTOR shall complete the work in the time specified in the Agreement. By submitting this bid, CONTRACTOR has thoroughly studied this Project and agrees that the time period for this Project was adequate for the timely and proper completion of the Project. Further, CONTRACTOR has included in the analysis of the time required for this Project, Rain Days, Governmental Delays, and the requisite time to complete Punch List.

In the event that the DISTRICT desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the CONTRACTOR, giving the notice to proceed may be postponed by the DISTRICT. It is further expressly understood by the CONTRACTOR, that the CONTRACTOR shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

If the CONTRACTOR believes that a postponement will cause a hardship to it, the CONTRACTOR may terminate the contract with written notice to the DISTRICT within ten (10) days after receipt by the CONTRACTOR of the DISTRICT's notice of postponement. Should the CONTRACTOR terminate the contract as a result of a notice of postponement, the DISTRICT shall have the authority to award the contract to the next lowest responsible bidder, if applicable.

It is understood that the DISTRICT reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The CONTRACTOR understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

Attached is bid security in the amount of not less than ten percent (10%) of the total bid:

Bid bond (10% of the Bid), certified check, or cashier's check (circle one)

It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the DISTRICT a contract in the form attached hereto in accordance with the bid as accepted, and that he will also furnish and deliver to the DISTRICT the Performance Bond and Payment Bond, all within **five (5) calendar days** after award of contract, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract, by the start date provided in the DISTRICT's Notice to Proceed, and shall be completed by the CONTRACTOR in the time specified in the contract documents.

All notices or other correspondence should be addressed to the undersigned at the address stated below.

The names of all persons interested in the foregoing proposal as principals are as follows:

Lawrence J. Verne, President

Lyle J. Ferguson, Vice President

Tim M. Verne, Vice President

Barbara R. Verne, Treasurer

Shari C. Ferguson, Secretary

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

PROTEST PROCEDURES. If there is a bid protest, the grounds shall be submitted within 3 working days as set forth at Paragraph 12 of the Instructions to Bidders.

The undersigned bidder shall be licensed and shall provide the following California Contractor's license information:

License Number: 674077
License expiration date: 07/31/19
Name on License: Verne's Plumbing, Inc.
Class of License: B. C34, C36

If the bidder is a joint venture, each member of the joint venture must include the above information.

Time is of the essence regarding this contract, therefore, in the event the bidder to whom the Notice of Intent to Award Contract is given fails or refuses to post the required bonds and return executed copies of the Agreement form within **five (5) calendar days** from the date of receiving the Notice of Intent to Award Contract, the DISTRICT may declare the bidder's bid deposit or bond forfeited as damages.

Pursuant to Government Code Section 4552, in submitting a bid to the DISTRICT, the bidder offers and agrees that if the bid is accepted, it will assign to the DISTRICT all rights, title, and interest in, and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Business and Professions Code Sections 16700, et. seq.), arising from the purchase of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment to the bidder.

The bidder declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Plans, General Conditions of the contract, Special Conditions of the Contract, and Specifications, and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Plans, General Conditions of the contract, Special Conditions of the contract, and Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

Debarment. In addition to seeking remedies for False Claims under Government Code Section 12650 et seq. and Penal Code Section 72, the District may debar a Contractor pursuant to Article 15 of the General Conditions if the Board, or the Board's representative, in its discretion, finds the Contractor has done any of the following:

1. Intentionally or with reckless disregard, violated any term of a contract with the District
2. Committed an act or omission which reflects on the Contractor's quality, fitness or capacity to perform work for the District;
3. Committed an act or offense which indicates a lack of business integrity or business honesty; or,
4. Made or submitted a false claim against the District or any other public entity (See Government Code Sections 12650, et. seq., and Penal Code Section 72)

Designation of Subcontractors: In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et. seq.) and any amendments thereof, each bidder shall list subcontractors on the District's form Subcontractor list. This subcontractor list shall be submitted with the bid and is a required form.

I. the below-indicated bidder. declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

Verne's Plumbing, Inc.

Proper Name of Company

Lyle J. Ferguson

Name of Bidder Representative

8561 Whitaker St.

Street Address

Buena Park. Ca. 90621

City, State, and Zip

(714) 994-1971

Phone Number

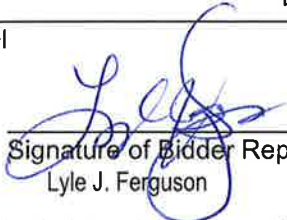
(714) 994-2203

Fax Number

Lyle@vernesplumbing.com

E-Mail

By:



Vice President

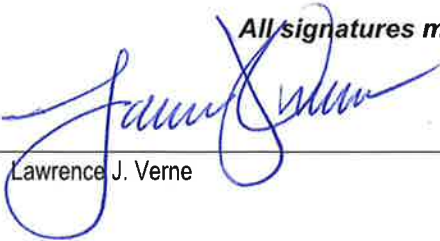
Date: 02/20/18

Signature of Bidder Representative
Lyle J. Ferguson

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

All signatures must be made in permanent blue ink.

By:



President

Lawrence J. Verne

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

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.

On Feb. 20, 2018 before me, Shari C. Ferguson, Notary Public
(Here insert name and title of the officer)

personally appeared Lawrence J. Verne and Lyle J. Ferguson

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

Shari C. Ferguson

Signature of Notary Public



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signers personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public)
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they - is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal it a sufficient area permits, otherwise complete a different acknowledgment form
- Signature of the notary public must match the signature on file with the office of the county clerk
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary)
- Securely attach this document to the signed document

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

ATTACHMENT NO. 4 TO BID FORM

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et. seq.) and any amendments thereof, each bidder shall set forth below: (a) the name, license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor, who will perform work or labor or work or improvement to be performed under this contract, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvements according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the prime contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

If a prime contractor fails to specify a subcontractor, or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the prime contractor's total bid, the CONTRACTOR shall be deemed to have agreed that the CONTRACTOR is fully qualified to perform that portion, and that the CONTRACTOR alone shall perform that portion.

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid where the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid where no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record, of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

NOTE: If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such alternate.

DESIGNATION OF SUBCONTRACTORS FORM

Description & Portion of Work	Name of Subcontractor	Business Address/Telephone	E-mail	License Type & Number	DIR Registration Number
Insulation	Karcher Insulation	2300 Orangewood Ave., Anaheim 714-385-1223	TSTPANKS@ KarcherInsulation .COM	309141 C2	1000006996

Proper Name of Bidder: Verne's Plumbing, Inc.
 Date: 02/20/18
 Name: Lyle J. Ferguson
 Signature of Bidder Representative:  . Vice President
 Address: Lyle J. Ferguson
 Phone: 8561 Whitaker St., Buena Park, Ca. 90621
714-994-1971

BID FORM

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

PROJECT: BOE BUILDING REMODEL - PACKAGES 02 TO 10

PROJECT ADDRESS: 777 North F Street, San Bernardino, CA 92410

Bid No. F18-02

CONTRACTOR
NAME: Pro- Craft Construction, Inc.

BID PACKAGE
& NAME: 09-Plumbing

DIR
REGISTRATION
NUMBER: 1000001106

ADDRESS: 31597 Outer Hwy 10 S., Ste. B
Redlands, CA 92373

TELEPHONE: (909) 790-5222

FAX: (909) 797-2812

EMAIL: estimating@procraftconstructioninc.com

TO: SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT, acting by and through its Governing Board, herein called "DISTRICT".

Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done, with the drawings and specifications, and other contract documents, hereby proposes and agrees to perform within the time stipulated, the contract, including all of its component parts, and everything required to be performed, including its acceptance by the DISTRICT, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the contract and complete all of the work in a workmanlike manner required in connection with the construction of:

BID NO. F18-02

BOE Building Remodel - Packages 02 to 10

in the DISTRICT described above, all in strict conformance with the drawings and other contract documents on file at the Purchasing Office of said DISTRICT for amounts set forth herein.

Bidder acknowledges the following Addendum:

Number Number Number Number Number Number Number Number
 1 2 3 _____ _____ _____ _____ _____

Acknowledge the inclusion of all addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

A.) Base Bid (\$ 277,000.⁰⁰)
B.) Allowance (\$ 15,000.⁰⁰)

Please add amount from the list below

- BID PACKAGE 02 – GENERAL CONSTRUCTION..... \$ 45,000.00
- BID PACKAGE 03 – SITE WORK..... \$ 20,000.00
- BID PACKAGE 04 – PAINTING..... \$ 10,000.00
- BID PACKAGE 05 – FLOORING..... \$ 10,000.00
- BID PACKAGE 06 – ACOUSTICAL CEILING..... \$ 20,000.00
- BID PACKAGE 07 – DOORS, GLAZING AND HARDWARE..... \$ 5,000.00
- BID PACKAGE 08 – HVAC..... \$ 25,000.00
- BID PACKAGE 09 – PLUMBING..... \$ 15,000.00
- BID PACKAGE 10 – ELECTRICAL AND COMMUNICATIONS..... \$ 50,000.00

TOTAL PRICE – ENTIRE JOB (Base Bid A + Allowance B)

TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

Two Hundred Ninety Two Thousand DOLLARS

(\$ 292,000.⁰⁰)

TIME FOR COMPLETION: The DISTRICT may give a notice to proceed within ninety (90) days of the award of the bid by the DISTRICT. Once the CONTRACTOR has received the notice to proceed, the CONTRACTOR shall complete the work in the time specified in the Agreement. By submitting this bid, CONTRACTOR has thoroughly studied this Project and agrees that the time period for this Project was adequate for the timely and proper completion of the Project. Further, CONTRACTOR has included in the analysis of the time required for this Project, Rain Days, Governmental Delays, and the requisite time to complete Punch List.

In the event that the DISTRICT desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the CONTRACTOR, giving the notice to proceed may be postponed by the DISTRICT. It is further expressly understood by the CONTRACTOR, that the CONTRACTOR shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

If the CONTRACTOR believes that a postponement will cause a hardship to it, the CONTRACTOR may terminate the contract with written notice to the DISTRICT within ten (10) days after receipt by the CONTRACTOR of the DISTRICT's notice of postponement. Should the CONTRACTOR terminate the contract as a result of a notice of postponement, the DISTRICT shall have the authority to award the contract to the next lowest responsible bidder, if applicable.

It is understood that the DISTRICT reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The CONTRACTOR understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

Attached is bid security in the amount of not less than ten percent (10%) of the total bid:

Bid bond (10% of the Bid), certified check, or cashier's check (circle one)

It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the DISTRICT a contract in the form attached hereto in accordance with the bid as accepted, and that he will also furnish and deliver to the DISTRICT the Performance Bond and Payment Bond, all within **five (5) calendar days** after award of contract, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract, by the start date provided in the DISTRICT's Notice to Proceed, and shall be completed by the CONTRACTOR in the time specified in the contract documents.

All notices or other correspondence should be addressed to the undersigned at the address stated below.

The names of all persons interested in the foregoing proposal as principals are as follows:

Timothy McFayden, CEO/SEC

Susan McFayden, CFO

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

PROTEST PROCEDURES. If there is a bid protest, the grounds shall be submitted within 3 working days as set forth at Paragraph 12 of the Instructions to Bidders.

The undersigned bidder shall be licensed and shall provide the following California Contractor's license information:

License Number: 467234
License expiration date: 2/28/2019
Name on License: Pro-Craft Construction, Inc.
Class of License: C-36, C-34, B, A, C-42, C-2

If the bidder is a joint venture, each member of the joint venture must include the above information.

Time is of the essence regarding this contract, therefore, in the event the bidder to whom the Notice of Intent to Award Contract is given fails or refuses to post the required bonds and return executed copies of the Agreement form within **five (5) calendar days** from the date of receiving the Notice of Intent to Award Contract, the DISTRICT may declare the bidder's bid deposit or bond forfeited as damages.

Pursuant to Government Code Section 4552, in submitting a bid to the DISTRICT, the bidder offers and agrees that if the bid is accepted, it will assign to the DISTRICT all rights, title, and interest in, and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Business and Professions Code Sections 16700, et. seq.), arising from the purchase of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment to the bidder.

The bidder declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Plans, General Conditions of the contract, Special Conditions of the Contract, and Specifications, and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Plans, General Conditions of the contract, Special Conditions of the contract, and Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

Debarment. In addition to seeking remedies for False Claims under Government Code Section 12650 et seq. and Penal Code Section 72, the District may debar a Contractor pursuant to Article 15 of the General Conditions if the Board, or the Board's representative, in its discretion, finds the Contractor has done any of the following:

1. Intentionally or with reckless disregard, violated any term of a contract with the District
2. Committed an act or omission which reflects on the Contractor's quality, fitness or capacity to perform work for the District;
3. Committed an act or offense which indicates a lack of business integrity or business honesty; or,
4. Made or submitted a false claim against the District or any other public entity (See Government Code Sections 12650, et. seq., and Penal Code Section 72)

Designation of Subcontractors: In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et. seq.) and any amendments thereof, each bidder shall list subcontractors on the District's form Subcontractor list. This subcontractor list shall be submitted with the bid and is a required form.



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **467234** Entity **CORP**
Business Name **PRO - CRAFT CONSTRUCTION INC**

Classification(s) **C36 C34 B A C42 C-2**

Expiration Date **02/28/2019** www.cslb.ca.gov





State of California

Department of Industrial Relations



Labor Law

Cal/OSHA - Safety & Health

Workers' Comp

Self Insurance

Apprenticeship

Director's Office

Boards

Public Works | Public Works Contractor (PWC) Registration Search

Public Works Contractor (PWC) Registration Search

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year:

Next Fiscal Year: 2017/18

PWC Registration Number:

1000001106

Contractor Legal Name:

Pro-Craft Construction, Inc.

License Number:

467234

County:

SAN BERNARDINO

Contractor License Lookup

Search

Reset

Search Results

One registered contractor found. 1


Details	Legal Name	Registration Number	County	City	Registration Date	Expiration Date
View	PRO-CRAFT CONSTRUCTION, INC.	1000001106	SAN BERNARDINO	REDLANDS	05/09/2017	06/30/2018

Export as: Excel | PDF

v2.20160101

I, the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

Pro-Craft Construction, Inc.
Proper Name of Company
Timothy McFayden, CEO/SEC
Name of Bidder Representative
31597 Outer Hwy 10 S., Ste. B
Street Address
Redlands, CA 92373
City, State, and Zip
(909) 790-5222
Phone Number
(909) 797-2812
Fax Number
estimating@procraftconstructioninc.com
E-Mail

By: 
Signature of Bidder Representative
Timothy McFayden, CEO/SEC

Date: 2-22-18

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

All signatures must be made in permanent blue ink.



Bid Results & 3 Lowest Bids Subcontractor Lists Available at Facilities website under the procurements tab by bid number: http://www.sbcusdfacilities.com/procurement/nib.cfm		
	CONTRACTOR (Name, City, State)	BID AMOUNT
1	R.I.S. Electrical Contractors, Inc., Riverside, CA	2,047,000.00
2	F.EC. Electric, Inc., Redlands, CA	2,135,000.00
3	The Mike Cox Electric, Inc., San Bernardino, CA	2,333,000.00
4	Budget Electrical Contractors, Inc., San Bernardino, CA	2,350,000.00
5	Golden Phoenix Construction Co., Inc., Pasadena, CA	2,459,000.00
6	Giant Services Inc., Apple Valley, CA	2,631,000.00
7		
8		
9		
10		
11		
12		
13		
14		
15		

BID FORM

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

PROJECT: BOE BUILDING REMODEL - PACKAGES 02 TO 10

PROJECT ADDRESS: 777 North F Street, San Bernardino, CA 92410

Bid No. F18-02

CONTRACTOR
NAME: R.I.S. ELECTRICAL CONTRACTORS, INC.

BID PACKAGE
& NAME: 10 ELECTRICAL & COMMUNICATIONS

DIR
REGISTRATION
NUMBER: 1000003909

ADDRESS: 7330 SYCAMORE CANYON BLVD SUITE #1
RIVERSIDE CA 92508

TELEPHONE: (951)653-2611

FAX: (951)653-5611

EMAIL: BOB@RISELEC.COM

TO: SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT, acting by and through its Governing Board, herein called "DISTRICT".

Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done, with the drawings and specifications, and other contract documents, hereby proposes and agrees to perform within the time stipulated, the contract, including all of its component parts, and everything required to be performed, including its acceptance by the DISTRICT, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the contract and complete all of the work in a workmanlike manner required in connection with the construction of:

BID NO. F18-02

BOE Building Remodel - Packages 02 to 10

in the DISTRICT described above, all in strict conformance with the drawings and other contract documents on file at the Purchasing Office of said DISTRICT for amounts set forth herein.

Bidder acknowledges the following Addendum:

Number Number Number Number Number Number Number Number
1 2 3 _____ _____ _____ _____ _____

Acknowledge the inclusion of all addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

A.) Base Bid (\$ 1,997,000.00)
B.) Allowance (\$ 50,000.00)

Please add amount from the list below

- BID PACKAGE 02 – GENERAL CONSTRUCTION..... \$ 45,000.00
- BID PACKAGE 03 – SITE WORK..... \$ 20,000.00
- BID PACKAGE 04 – PAINTING..... \$ 10,000.00
- BID PACKAGE 05 – FLOORING..... \$ 10,000.00
- BID PACKAGE 06 – ACOUSTICAL CEILING..... \$ 20,000.00
- BID PACKAGE 07 – DOORS, GLAZING AND HARDWARE..... \$ 5,000.00
- BID PACKAGE 08 – HVAC..... \$ 25,000.00
- BID PACKAGE 09 – PLUMBING..... \$ 15,000.00
- BID PACKAGE 10 – ELECTRICAL AND COMMUNICATIONS..... \$ 50,000.00

TOTAL PRICE – ENTIRE JOB (Base Bid A + Allowance B)

TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

Two million forty seven thousand DOLLARS

(\$ 2,047,000.00)

TIME FOR COMPLETION: The DISTRICT may give a notice to proceed within ninety (90) days of the award of the bid by the DISTRICT. Once the CONTRACTOR has received the notice to proceed, the CONTRACTOR shall complete the work in the time specified in the Agreement. By submitting this bid, CONTRACTOR has thoroughly studied this Project and agrees that the time period for this Project was adequate for the timely and proper completion of the Project. Further, CONTRACTOR has included in the analysis of the time required for this Project, Rain Days, Governmental Delays, and the requisite time to complete Punch List.

In the event that the DISTRICT desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the CONTRACTOR, giving the notice to proceed may be postponed by the DISTRICT. It is further expressly understood by the CONTRACTOR, that the CONTRACTOR shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

If the CONTRACTOR believes that a postponement will cause a hardship to it, the CONTRACTOR may terminate the contract with written notice to the DISTRICT within ten (10) days after receipt by the CONTRACTOR of the DISTRICT's notice of postponement. Should the CONTRACTOR terminate the contract as a result of a notice of postponement, the DISTRICT shall have the authority to award the contract to the next lowest responsible bidder, if applicable.

It is understood that the DISTRICT reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The CONTRACTOR understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

Attached is bid security in the amount of not less than ten percent (10%) of the total bid:

Bid bond (10% of the Bid) certified check, or cashier's check (circle one)

It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the DISTRICT a contract in the form attached hereto in accordance with the bid as accepted, and that he will also furnish and deliver to the DISTRICT the Performance Bond and Payment Bond, all within **five (5) calendar days** after award of contract, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract, by the start date provided in the DISTRICT's Notice to Proceed, and shall be completed by the CONTRACTOR in the time specified in the contract documents.

All notices or other correspondence should be addressed to the undersigned at the address stated below.

The names of all persons interested in the foregoing proposal as principals are as follows:

R.I.S. ELECTRICAL CONTRACTORS, INC.

ROBERT M. HAYES/PRESIDENT

MARY HAYES/TREASURER

DONNA BLANKENSHIP/CORPORATE SECRETARY

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

PROTEST PROCEDURES. If there is a bid protest, the grounds shall be submitted within 3 working days as set forth at Paragraph 12 of the Instructions to Bidders.

The undersigned bidder shall be licensed and shall provide the following California Contractor's license information:

License Number: 712468

License expiration date: 9/30/19

Name on License: R.I.S. ELECTRICAL CONTRACTORS, INC.

Class of License: C-10, C-31, B

If the bidder is a joint venture, each member of the joint venture must include the above information.

Time is of the essence regarding this contract, therefore, in the event the bidder to whom the Notice of Intent to Award Contract is given fails or refuses to post the required bonds and return executed copies of the Agreement form within **five (5) calendar days** from the date of receiving the Notice of Intent to Award Contract, the DISTRICT may declare the bidder's bid deposit or bond forfeited as damages.

Pursuant to Government Code Section 4552, in submitting a bid to the DISTRICT, the bidder offers and agrees that if the bid is accepted, it will assign to the DISTRICT all rights, title, and interest in, and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Business and Professions Code Sections 16700, et. seq.), arising from the purchase of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment to the bidder.

The bidder declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Plans, General Conditions of the contract, Special Conditions of the Contract, and Specifications, and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Plans, General Conditions of the contract, Special Conditions of the contract, and Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

Debarment. In addition to seeking remedies for False Claims under Government Code Section 12650 et seq. and Penal Code Section 72, the District may debar a Contractor pursuant to Article 15 of the General Conditions if the Board, or the Board's representative, in its discretion, finds the Contractor has done any of the following:

1. Intentionally or with reckless disregard, violated any term of a contract with the District
2. Committed an act or omission which reflects on the Contractor's quality, fitness or capacity to perform work for the District;
3. Committed an act or offense which indicates a lack of business integrity or business honesty; or,
4. Made or submitted a false claim against the District or any other public entity (See Government Code Sections 12650, et. seq., and Penal Code Section 72)

Designation of Subcontractors: In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et. seq.) and any amendments thereof, each bidder shall list subcontractors on the District's form Subcontractor list. This subcontractor list shall be submitted with the bid and is a required form.

I, the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

R.I.S. ELECTRICAL CONTRACTORS, INC.

Proper Name of Company _____

ROBERT M. HAYES/PRESIDENT _____

Name of Bidder Representative _____

7330 SYCAMORE CANYON BLVD SUITE #1 _____

Street Address _____

RIVERSIDE, CA 92508 _____

City, State, and Zip _____

(951) 653-2611 _____

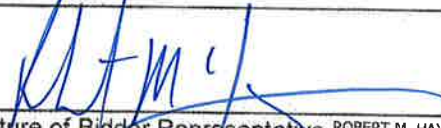
Phone Number _____


(951) 653-2611 _____

Fax Number _____

BOB@RISELEC.COM _____

E-Mail _____

By:  _____ Date: 2/19/18

Signature of Bidder Representative ROBERT M. HAYES/PRESIDENT _____
By:  _____ Donna Blankenship/Corporate Secretary Date: 2/19/18

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

All signatures must be made in permanent blue ink.

ATTACHMENT NO. 4 TO BID FORM

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et. seq.) and any amendments thereof, each bidder shall set forth below: (a) the name, license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor, who will perform work or labor or work or improvement to be performed under this contract, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvements according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the prime contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

If a prime contractor fails to specify a subcontractor, or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the prime contractor's total bid, the CONTRACTOR shall be deemed to have agreed that the CONTRACTOR is fully qualified to perform that portion, and that the CONTRACTOR alone shall perform that portion.

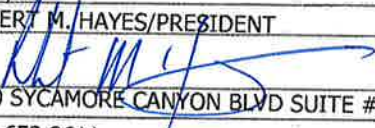
No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid where the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid where no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record, of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

NOTE: If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such alternate.

DESIGNATION OF SUBCONTRACTORS FORM

Description & Portion of Work	Name of Subcontractor	Business Address/Telephone	E-mail	License Type & Number	DIR Registration Number
Low Voltage	Enko systems	1001 S Arrowhead Ave San Bernardino, CA 92408 951-885-7771	matte@enko systems.com	691828 ACO1739	100001947

Proper Name of Bidder: R.I.S. ELECTRICAL CONTRACTORS, INC.
 Date: 2/19/18
 Name: ROBERT M. HAYES/PRESIDENT
 Signature of Bidder Representative: 
 Address: 7330 SYCAMORE CANYON BLVD SUITE #1 RIVERSIDE CA 92508
 Phone: 951-653-2611

BID FORM

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

PROJECT: BOE BUILDING REMODEL - PACKAGES 02 TO 10

PROJECT ADDRESS: 777 North F Street, San Bernardino, CA 92410

Bid No. F18-02

CONTRACTOR
NAME: F, E. C. Electric, Inc.

BID PACKAGE
& NAME: BP # 10 - Electrical and Communication

DIR
REGISTRATION
NUMBER: 1000004480

ADDRESS: P.O. Box 77
Redlands, CA 92373

TELEPHONE: (909) 793-0965

FAX: (909) 793-4625

EMAIL: ron@fec-electric.com / kurt@fec-electric.com

TO: SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT, acting by and through its Governing Board, herein called "DISTRICT".

Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done, with the drawings and specifications, and other contract documents, hereby proposes and agrees to perform within the time stipulated, the contract, including all of its component parts, and everything required to be performed, including its acceptance by the DISTRICT, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the contract and complete all of the work in a workmanlike manner required in connection with the construction of:

BID NO. F18-02

BOE Building Remodel - Packages 02 to 10

in the DISTRICT described above, all in strict conformance with the drawings and other contract documents on file at the Purchasing Office of said DISTRICT for amounts set forth herein.

Bidder acknowledges the following Addendum:

Number Number Number Number Number Number Number Number
1 2 3 _____ _____ _____ _____ _____

Acknowledge the inclusion of all addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

- A.) Base Bid (\$ 2,085,000.⁰⁰)
- B.) Allowance (\$ 50,000.00)

Please add amount from the list below

- BID PACKAGE 02 – GENERAL CONSTRUCTION..... \$ 45,000.00
- BID PACKAGE 03 – SITE WORK..... \$ 20,000.00
- BID PACKAGE 04 – PAINTING..... \$ 10,000.00
- BID PACKAGE 05 – FLOORING..... \$ 10,000.00
- BID PACKAGE 06 – ACOUSTICAL CEILING..... \$ 20,000.00
- BID PACKAGE 07 – DOORS, GLAZING AND HARDWARE..... \$ 5,000.00
- BID PACKAGE 08 – HVAC..... \$ 25,000.00
- BID PACKAGE 09 – PLUMBING..... \$ 15,000.00
- BID PACKAGE 10 – ELECTRICAL AND COMMUNICATIONS..... \$ 50,000.00

TOTAL PRICE – ENTIRE JOB (Base Bid A + Allowance B)

TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

Two million one hundred thirty five thousand DOLLARS

(\$ 2,135,000.⁰⁰)

TIME FOR COMPLETION: The DISTRICT may give a notice to proceed within ninety (90) days of the award of the bid by the DISTRICT. Once the CONTRACTOR has received the notice to proceed, the CONTRACTOR shall complete the work in the time specified in the Agreement. By submitting this bid, CONTRACTOR has thoroughly studied this Project and agrees that the time period for this Project was adequate for the timely and proper completion of the Project. Further, CONTRACTOR has included in the analysis of the time required for this Project, Rain Days, Governmental Delays, and the requisite time to complete Punch List.

In the event that the DISTRICT desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the CONTRACTOR, giving the notice to proceed may be postponed by the DISTRICT. It is further expressly understood by the CONTRACTOR, that the CONTRACTOR shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

If the CONTRACTOR believes that a postponement will cause a hardship to it, the CONTRACTOR may terminate the contract with written notice to the DISTRICT within ten (10) days after receipt by the CONTRACTOR of the DISTRICT's notice of postponement. Should the CONTRACTOR terminate the contract as a result of a notice of postponement, the DISTRICT shall have the authority to award the contract to the next lowest responsible bidder, if applicable.

It is understood that the DISTRICT reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The CONTRACTOR understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

Attached is bid security in the amount of not less than ten percent (10%) of the total bid:

Bid bond (10% of the Bid), certified check, or cashier's check (circle one)

It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the DISTRICT a contract in the form attached hereto in accordance with the bid as accepted, and that he will also furnish and deliver to the DISTRICT the Performance Bond and Payment Bond, all within **five (5) calendar days** after award of contract, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract, by the start date provided in the DISTRICT's Notice to Proceed, and shall be completed by the CONTRACTOR in the time specified in the contract documents.

All notices or other correspondence should be addressed to the undersigned at the address stated below.

The names of all persons interested in the foregoing proposal as principals are as follows:

F. E. C. Electric, Inc.

Ronald G. Moore - President, Secretary, Treasurer

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

PROTEST PROCEDURES. If there is a bid protest, the grounds shall be submitted within 3 working days as set forth at Paragraph 12 of the Instructions to Bidders.

The undersigned bidder shall be licensed and shall provide the following California Contractor's license information:

License Number: 743507
License expiration date: December 31, 2019
Name on License: F. E. C. Electric, Inc.
Class of License: A, B, C7, C10

If the bidder is a joint venture, each member of the joint venture must include the above information.

Time is of the essence regarding this contract, therefore, in the event the bidder to whom the Notice of Intent to Award Contract is given fails or refuses to post the required bonds and return executed copies of the Agreement form within **five (5) calendar days** from the date of receiving the Notice of Intent to Award Contract, the DISTRICT may declare the bidder's bid deposit or bond forfeited as damages.

Pursuant to Government Code Section 4552, in submitting a bid to the DISTRICT, the bidder offers and agrees that if the bid is accepted, it will assign to the DISTRICT all rights, title, and interest in, and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Business and Professions Code Sections 16700, et. seq.), arising from the purchase of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment to the bidder.

The bidder declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Plans, General Conditions of the contract, Special Conditions of the Contract, and Specifications, and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Plans, General Conditions of the contract, Special Conditions of the contract, and Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

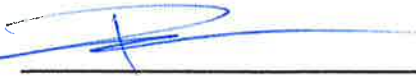
Debarment. In addition to seeking remedies for False Claims under Government Code Section 12650 et seq. and Penal Code Section 72, the District may debar a Contractor pursuant to Article 15 of the General Conditions if the Board, or the Board's representative, in its discretion, finds the Contractor has done any of the following:

1. Intentionally or with reckless disregard, violated any term of a contract with the District
2. Committed an act or omission which reflects on the Contractor's quality, fitness or capacity to perform work for the District;
3. Committed an act or offense which indicates a lack of business integrity or business honesty; or,
4. Made or submitted a false claim against the District or any other public entity (See Government Code Sections 12650, et. seq., and Penal Code Section 72)

Designation of Subcontractors: In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et. seq.) and any amendments thereof, each bidder shall list subcontractors on the District's form Subcontractor list. This subcontractor list shall be submitted with the bid and is a required form.

I, the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

F. E. C. Electric, Inc.
Proper Name of Company
Ronald G. Moore
Name of Bidder Representative
760 E. Stuart Ave.
Street Address
Redlands, Ca 92374
City, State, and Zip
(909) 793-0965
Phone Number
(909) 793-4625
Fax Number
ron@fec-electric.com / kurt@fec-electric.com
E-Mail

By: 
Signature of Bidder Representative
Ronald G. Moore, President / Secretary

Date: February 22, 2018

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

All signatures must be made in permanent blue ink.

ATTACHMENT NO. 4 TO BID FORM

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et. seq.) and any amendments thereof, each bidder shall set forth below: (a) the name, license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor, who will perform work or labor or work or improvement to be performed under this contract, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvements according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the prime contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

If a prime contractor fails to specify a subcontractor, or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the prime contractor's total bid, the CONTRACTOR shall be deemed to have agreed that the CONTRACTOR is fully qualified to perform that portion, and that the CONTRACTOR alone shall perform that portion.

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid where the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid where no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record, of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

NOTE: If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such alternate.

BID FORM

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

PROJECT: BOE BUILDING REMODEL - PACKAGES 02 TO 10

PROJECT ADDRESS: 777 North F Street, San Bernardino, CA 92410

Bid No. F18-02

CONTRACTOR
NAME: The Mike Cox Electric, Inc.

BID PACKAGE
& NAME: 10 - Electrical & Communications

DIR
REGISTRATION
NUMBER: 1000004259

ADDRESS: 160 N. Rancho Avenue
San Bernardino, CA 92410

TELEPHONE: (909) 889-7992

FAX: (909) 889-6287

EMAIL: info@mikecoxelectric.com

TO: SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT, acting by and through its Governing Board, herein called "DISTRICT".

Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done, with the drawings and specifications, and other contract documents, hereby proposes and agrees to perform within the time stipulated, the contract, including all of its component parts, and everything required to be performed, including its acceptance by the DISTRICT, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the contract and complete all of the work in a workmanlike manner required in connection with the construction of:

BID NO. F18-02

BOE Building Remodel - Packages 02 to 10

in the DISTRICT described above, all in strict conformance with the drawings and other contract documents on file at the Purchasing Office of said DISTRICT for amounts set forth herein.

Bidder acknowledges the following Addendum:

Number Number Number Number Number Number Number Number
01 02 03 _____ _____ _____ _____

Acknowledge the inclusion of all addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

A.) Base Bid (\$ 2,283,000-)
B.) Allowance (\$ 50,000-)

Please add amount from the list below

- BID PACKAGE 02 – GENERAL CONSTRUCTION..... \$ 45,000.00
- BID PACKAGE 03 – SITE WORK..... \$ 20,000.00
- BID PACKAGE 04 – PAINTING..... \$ 10,000.00
- BID PACKAGE 05 – FLOORING..... \$ 10,000.00
- BID PACKAGE 06 – ACOUSTICAL CEILING..... \$ 20,000.00
- BID PACKAGE 07 – DOORS, GLAZING AND HARDWARE..... \$ 5,000.00
- BID PACKAGE 08 – HVAC..... \$ 25,000.00
- BID PACKAGE 09 – PLUMBING..... \$ 15,000.00
- BID PACKAGE 10 – ELECTRICAL AND COMMUNICATIONS..... \$ 50,000.00

TOTAL PRICE – ENTIRE JOB (Base Bid A + Allowance B)

TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

Two Million Three Hundred Thirty-Three Thousand Dollars DOLLARS

\$ 2,333,000-

TIME FOR COMPLETION: The DISTRICT may give a notice to proceed within ninety (90) days of the award of the bid by the DISTRICT. Once the CONTRACTOR has received the notice to proceed, the CONTRACTOR shall complete the work in the time specified in the Agreement. By submitting this bid, CONTRACTOR has thoroughly studied this Project and agrees that the time period for this Project was adequate for the timely and proper completion of the Project. Further, CONTRACTOR has included in the analysis of the time required for this Project, Rain Days, Governmental Delays, and the requisite time to complete Punch List.

In the event that the DISTRICT desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the CONTRACTOR, giving the notice to proceed may be postponed by the DISTRICT. It is further expressly understood by the CONTRACTOR, that the CONTRACTOR shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

If the CONTRACTOR believes that a postponement will cause a hardship to it, the CONTRACTOR may terminate the contract with written notice to the DISTRICT within ten (10) days after receipt by the CONTRACTOR of the DISTRICT's notice of postponement. Should the CONTRACTOR terminate the contract as a result of a notice of postponement, the DISTRICT shall have the authority to award the contract to the next lowest responsible bidder, if applicable.

It is understood that the DISTRICT reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The CONTRACTOR understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

Attached is bid security in the amount of not less than ten percent (10%) of the total bid:

Bid bond (10% of the Bid), certified check, or cashier's check (circle one)

It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the DISTRICT a contract in the form attached hereto in accordance with the bid as accepted, and that he will also furnish and deliver to the DISTRICT the Performance Bond and Payment Bond, all within **five (5) calendar days** after award of contract, and that the work under the contract shall be commenced by the undersigned bidder, if awarded the contract, by the start date provided in the DISTRICT's Notice to Proceed, and shall be completed by the CONTRACTOR in the time specified in the contract documents.

All notices or other correspondence should be addressed to the undersigned at the address stated below.

The names of all persons interested in the foregoing proposal as principals are as follows:

Shane Cox

Michael Cox

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

PROTEST PROCEDURES. If there is a bid protest, the grounds shall be submitted within 3 working days as set forth at Paragraph 12 of the Instructions to Bidders.

The undersigned bidder shall be licensed and shall provide the following California Contractor's license information:

License Number: 698503
License expiration date: 11/30/2018
Name on License: The Mike Cox Electric, Inc.
Class of License: C10

If the bidder is a joint venture, each member of the joint venture must include the above information.

Time is of the essence regarding this contract, therefore, in the event the bidder to whom the Notice of Intent to Award Contract is given fails or refuses to post the required bonds and return executed copies of the Agreement form within **five (5) calendar days** from the date of receiving the Notice of Intent to Award Contract, the DISTRICT may declare the bidder's bid deposit or bond forfeited as damages.

Pursuant to Government Code Section 4552, in submitting a bid to the DISTRICT, the bidder offers and agrees that if the bid is accepted, it will assign to the DISTRICT all rights, title, and interest in, and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Business and Professions Code Sections 16700, et. seq.), arising from the purchase of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment to the bidder.

The bidder declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Plans, General Conditions of the contract, Special Conditions of the Contract, and Specifications, and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Plans, General Conditions of the contract, Special Conditions of the contract, and Specifications, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

Debarment. In addition to seeking remedies for False Claims under Government Code Section 12650 et seq. and Penal Code Section 72, the District may debar a Contractor pursuant to Article 15 of the General Conditions if the Board, or the Board's representative, in its discretion, finds the Contractor has done any of the following:

1. Intentionally or with reckless disregard, violated any term of a contract with the District
2. Committed an act or omission which reflects on the Contractor's quality, fitness or capacity to perform work for the District;
3. Committed an act or offense which indicates a lack of business integrity or business honesty; or,
4. Made or submitted a false claim against the District or any other public entity (See Government Code Sections 12650, et. seq., and Penal Code Section 72)

Designation of Subcontractors: In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et. seq.) and any amendments thereof, each bidder shall list subcontractors on the District's form Subcontractor list. This subcontractor list shall be submitted with the bid and is a required form.

I, the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

The Mike Cox Electric, Inc.
Proper Name of Company
Shane Cox
Name of Bidder Representative
160 N. Rancho Avenue
Street Address
San Bernardino, CA 92410
City, State, and Zip
(909) 889-7992
Phone Number
(909) 889-6287
Fax Number
info@mikecoxelectric.com
E-Mail

By: 
Signature of Bidder Representative

Date:
2/22/2018

NOTE: *If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.*

All signatures must be made in permanent blue ink.

ATTACHMENT NO. 4 TO BID FORM

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Sections 4100 et. seq.) and any amendments thereof, each bidder shall set forth below: (a) the name, license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor, who will perform work or labor or work or improvement to be performed under this contract, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvements according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent of the prime contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

If a prime contractor fails to specify a subcontractor, or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the prime contractor's total bid, the CONTRACTOR shall be deemed to have agreed that the CONTRACTOR is fully qualified to perform that portion, and that the CONTRACTOR alone shall perform that portion.

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid where the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid where no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record, of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

NOTE: If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such alternate.

