



Bid No. F18-08 Proposition 39
Energy Efficiency Upgrades EEP3 Electrical-Phase I

BID OPENING

OCTOBER 25, 2018 AT 3:00 PM
SBCUSD - SMART BUILDING 793 NORTH E STREET
San Bernardino, CA 92410

**Bid Results & 3 Lowest Bids Subcontractor Lists Available at
Facilities website under the procurements tab by bid number:
<http://sbcusdfacilities.com/notice-inviting-bids-nibs/>**

	CONTRACTOR (Name, City, State)	BID AMOUNT
1	Clear Blue Energy Corp , San Diego, CA	\$ 1,985,695.76
2	Retro Tech Energy Services, Vista, CA	\$ 2,235,000.00
3	Baker Electric, Escondido, CA	\$ 2,652,829.12
4	Harry H Joh Construction Inc, Paramount, CA	\$ 3,600,000.00
5	Fluoresco Service, Pomona, CA	\$ 3,873,855.15
6	Ryan Electric, Ontario, CA	\$ 4,248,400.00
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BID FORM

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

Project: Prop39 Energy Efficiency Upgrades EEP3 Electrical-Phase I
Project Addresses: CAJON HS - 1200 W. Hill Dr, San Bernardino, CA 92407
INDIAN SPRINGS - 650 N. Del Rosa Dr, San Bernardino, CA 92410
SAN GORGONIO HS - 2299 Pacific St, San Bernardino, CA 92404
SHANDIN HILLS MS - 4301 Little Mountain Dr, San Bernardino, CA 92407

Bid No. F18-08

CONTRACTOR
NAME: Clear Blue Energy Corp.

DIR
REGISTRATION
NUMBER: 1000039375

ADDRESS: 17150 Via Del Campo Suite 203
San Diego, CA 92127

TELEPHONE: (888) 450-2232

FAX: (866) 458-5062

EMAIL: aaron@cbesco.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. F18-08

Prop39 Energy Efficiency Upgrades EEP3 Electrical-Phase 1

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							

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.) CAJON HS	Base Bid (\$	570,335.89)
B.) INDIAN SPRINGS HS	Base Bid (\$	714,664.07)
C.) CAJON HS San Gorgonio HS	Base Bid (\$	382,925.62)
D.) SHANDIN HILLS MS	Base Bid (\$	217,770.18)
E.) Allowance	(\$	80,000.00)

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

TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

One million nine hundred eighty-five thousand six hundred ninety-five 76/100

_____ DOLLARS

(\$ 1,985,695.76)

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:

Clear Blue Energy Corp

President: Paul Santina

Secretary: Jim Kelly

Treasurer: Paul Santina

Manager: Jim Kelly

(seal)

(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: 951112
License expiration date: 8/31/19
Name on License: Clear Blue Energy Corp.
Class of License: C-10

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.

Clear Blue Energy Corp.

Proper Name of Company

Paul Santina

Name of Bidder Representative

17150 Via Del Campo Suite 203

Street Address

San Diego, CA 92127

City, State, and Zip

(888) 450-2232

Phone Number

(866) 458-5062

Fax Number

aaron@cbesco.com

E-Mail

By:

Signature of Bidder Representative

Date: 10/22/18

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
Lighting Installation	Celco Construction, Co. Inc	1802 Potrero Ave S El Monte, CA 91733	joe_celco@att.net	C-10: 671283	1000056742

Proper Name of Bidder: Clear Blue Energy Corp.

Date: 10/22/18

Name: Paul Santina

Signature of Bidder Representative: _____

Address: 17150 Via Del Campo Suite 203

Phone: (888) 450-2232

BID FORM

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

Project: Prop39 Energy Efficiency Upgrades EEP3 Electrical-Phase I
Project Addresses: CAJON HS - 1200 W. Hill Dr, San Bernardino, CA 92407
INDIAN SPRINGS - 650 N. Del Rosa Dr, San Bernardino, CA 92410
SAN GORGONIO HS - 2299 Pacific St, San Bernardino, CA 92404
SHANDIN HILLS MS - 4301 Little Mountain Dr, San Bernardino, CA 92407

Bid No. F18-08

CONTRACTOR
NAME: RETRO-TEK ENERGY SERVICES, INC.

DIR
REGISTRATION
NUMBER: 1000006217

ADDRESS: 269 WOODLAND DRIVE
VISTA, CA 92083

TELEPHONE: (760) 643-0307

FAX: (760) 639-1974

EMAIL: brad@retrotekes.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. F18-08

Prop39 Energy Efficiency Upgrades EEP3 Electrical-Phase 1

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							

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.) CAJON HS	Base Bid (\$	645,000.00)
B.) INDIAN SPRINGS HS	Base Bid (\$	839,000.00)
C.) CAJON HS SAN GORGONIO HS	Base Bid (\$	452,000.00)
D.) SHANDIN HILLS MS	Base Bid (\$	219,000.00)
E.) Allowance	(\$	80,000.00)

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

TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

TWO MILLION TWO HUNDRED THIRTY FIVE THOUSAND _____ DOLLARS

(\$ 2,235,000.00)

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:

RETRO-TEK ENERGY SERVICES, 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: 794327

License expiration date: 05/31/20

Name on License: RETRO-TEK ENERGY SERVICES, INC.

Class of License: C-10

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.

RETRO-TEK ENERGY SERVICES, INC.

Proper Name of Company

BRAD HOWARD

Name of Bidder Representative

269 WOODLAND DRIVE

Street Address

VISTA, CA 92083

City, State, and Zip

(760) 643-0307

Phone Number

(760) 639-1974

Fax Number

brad@retrotekes.com

E-Mail

By:

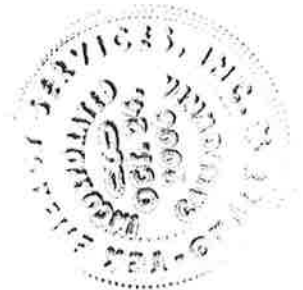
Signature of Bidder Representative

Date:

10/24/18

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
NONE					

Proper Name of Bidder: RETRO-TEK ENERGY SERVICES, INC.

Date: 10/24/18

Name: JAMES R HOWARD, PRESIDENT

Signature of Bidder Representative: 

Address: 2694 WOODLAND DRIVE, VISTA, CA 92083

Phone: (760) 643-0307

BID FORM

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT

Project: Prop39 Energy Efficiency Upgrades EEP3 Electrical-Phase I
Project Addresses: CAJON HS - 1200 W. Hill Dr, San Bernardino, CA 92407
INDIAN SPRINGS - 650 N. Del Rosa Dr, San Bernardino, CA 92410
SAN GORGONIO HS - 2299 Pacific St, San Bernardino, CA 92404
SHANDIN HILLS MS - 4301 Little Mountain Dr, San Bernardino, CA 92407

Bid No. F18-08

CONTRACTOR
NAME: Baker Electric, Inc.

DIR
REGISTRATION
NUMBER: 1000000466

ADDRESS: 1298 Pacific Oaks Place
Escondido, CA 92029

TELEPHONE: (760) 745-2001

FAX: (760) 745-0321

EMAIL: mfarrell@baker-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. F18-08

Prop39 Energy Efficiency Upgrades EEP3 Electrical-Phase 1

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
<u>1</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

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.) CAJON HS	Base Bid (\$ <u>814,422.63</u>)
B.) INDIAN SPRINGS HS	Base Bid (\$ <u>593,040.42</u>)
C.) CAJON HS	Base Bid (\$ <u>884,694.05</u>)
D.) SHANDIN HILLS MS	Base Bid (\$ <u>280,672.02</u>)
E.) Allowance	(\$ <u> 80,000.00</u>)

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

TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

Two Million Six Hundred Fifty Two Thousand

Eight Hundred Twenty Nine Dollars and Twelve Cents DOLLARS

(\$ 2,652,829.12)

Alternate

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. F18-08

Prop39 Energy Efficiency Upgrades EEP3 Electrical-Phase 1

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							

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.) CAJON HS	Base Bid (\$ <u>888,587.28</u>)
B.) INDIAN SPRINGS HS	Base Bid (\$ <u>644,609.66</u>)
C.) CAJON HS	Base Bid (\$ <u>1,062,230.35</u>)
D.) SHANDIN HILLS MS	Base Bid (\$ <u>310,212.97</u>)
E.) Allowance	(\$ <u>80,000.00</u>)

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

TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

Two Million Nine Hundred Eighty Five Thousand

Six Hundred Forty Dollars and Twenty Six Cents DOLLARS

(\$ 2,985,640.26)

Type	Part #	MFG
A	LLS-4VHE-41/840 XE G3	Aleo
AW	LLS-4VHE-41/840 XE G3	Aleo
B	LLS-4VHE-41/840 XE G3	Aleo
CA	LED-FXSCM42/40K/BK-SEN	Natura
CB	LED-FXSCM42/40K/BK-SEN	Natura
D	LED-FXSCM42/40K/BK	Natura
G	LLS-4VHE-41/840 XE G3	Aleo
GE	LLS-4VHE-41/840 XE G3-EM700	Aleo
GW	LLS-4VHE-41/840 XE G4-WG	Aleo
H	LWE-4L/840 ECO	Aleo
HE	LWE-4L/840 ECO-EM700	Aleo
HA	LWE-4L/840 ECO	Aleo
HW	LWE-4L/840 ECO	Aleo
I	HVL8-4-LD4-2HI-40- UNV-O-EDD1-D VRSD	Eaton
IE	HVL8-4-LD4-2HI-40- UNV-O-EDD1-D VRSD -EL7W	Eaton
K	HVL8-4-LD4-3HI-40- UNV-O-EDD1-D-VRSD	Eaton
KE	HVL8-4-LD4-3HI-40- UNV-O-EDD1-D-VRSD-EL7W	Eaton
K1	HVL8-4-LD4-3HI-40- UNV-O-EDD1-D-VRSD	Eaton
L	22CDL6G4DIM/840/277V	GC
M	22CDL6G4DIM/840/277V	GC
N	SCLP-UD-4FT-60W-35K-D+SCLP-UDCB+SCL-CSY	Westgate
NE	SCLP-UD-4FT-60W-35K-D+SCLP-UDCB+SCL-CSY+EL	Westgate
PF	FXLED150TN	RAB
PFA	FXLED150TN	RAB
Q	LED8027MA (ballast bypass)	LED
RA	VEKM-L42F/840+VPL50-2C-0336	ESPEN
RE	VEKM-L42F/840+VPL50-2C-0336	ESPEN
RF	VEKM-L42F/840+VPL50-2C-0336	ESPEN
RAE	VEKM-L42F/840+VPL50-2C-0336+EM	ESPEN
RFE	VEKM-L42F/840+VPL50-2C-0336+EM	ESPEN
RB	SLTR-24LE-33/840 XE G3-HD	Aleo
RBE	SLTR-24LE-33/840 XE G3-HD+EM700	Aleo
RC	SLTR-24LE-33/840 XE G3-HD	Aleo
RCE	SLTR-24LE-33/840 XE G3-HD+EM700	Aleo
RD	SLTR-22LE-23/840 XE G3-HD	Aleo
RR	VEKM-L42F/840+VPL50-2C-0336	ESPEN
V	SCL-4FT-UD-40W-35K-D+SCLCS	Westgate
W	JCBL 16000LM ACFR MVOLT GZ10 *** 80CRI PM	Lithonia
WA	Smwlpak1N/015Unv740/Nc/Bz/P	Sylvania
WG	Sylvania glass wallpack 50W	Sylvania
WV	FXLED150TN	RAB
Z	same as above Generic A10	GC

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:

Baker Electric, Inc.

Ted N. Baker -President and Secretary

Mark Baker- Treasurer

Kent Baker - Chairman

(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: 161756
License expiration date: 8/31/2019
Name on License: Baker Electric, Inc.
Class of License: C10/B/C46

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.

Baker Electric, Inc.

Proper Name of Company

Ted N. Baker

Name of Bidder Representative

1298 Pacific Oaks Place

Street Address

Escondido, CA 92029

City, State, and Zip

(760) 745-2001

Phone Number

(760) 745-0321

Fax Number

mfarrell@baker-electric.com

E-Mail

By:



Signature of Bidder Representative

Date:

10/24/2018

Ted N. Baker -President and Secretary

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: Baker Electric, Inc.

Date: 10/24/2018

Name: Ted N. Baker

Signature of Bidder Representative: _____

Address: 1298 Pacific Oaks Place Escondido, CA 92029

Phone: 760-745-2001