CAPAY JOINT UNION ELEMENTARY SCHOOL DISTRICT

REQUEST FOR PROPOSALS

NO. 2018Prop39SOLAR

DATED December 20, 2018

(Proposition 39 SOLAR)

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Capay Joint Union School District Prop 39 Projects (Solar and HVAC) Bid Invitation Notice

1. Notice is hereby given that the Governing Board of the Capay Joint Union Elementary School District ("District") will receive sealed bids for the Prop 39 Solar and HVAC Projects ("Projects") up to, but not later than, **1:00 PM, on January 25, 2019**, and will thereafter email the bid results to all bidders. The bid results will also be publicly posted at the District's Website. **Bidders may submit for either or both projects.**

2. Bids shall be received either in electronic format by email, or in printed format at the District.

   Emailed bids shall be received in electronic formats (scanned or PDF) at both of the following Email addresses:

   Jim Scribner : Email: jscribner@capayschool.org
   King Tang: Email: king.tang@clearesult.com

   Printed bids shall be received at the **Office of the Superintendent, Capay Joint Union Elementary School District, 7504 Cutting Ave., Orland, CA 95963, ATTN: Jim Scribner.**

   Each bid shall be completed on the Bid Proposal Form included in the Contract Documents, and must conform and be fully responsive to this invitation, the performance specifications and all other Contract Documents. Late bid will not be considered.

3. Electronic copies of this RFP and all the bid documents may be **downloaded at**

   https://www.cjuesd.org/District/3202-Untitled.html

   Email King Tang at king.tang@clearesult.com if there are downloading issues.

4. Bid Bond of 5% of total bid amount is required.

5. The successful bidder shall comply with the provisions of the Labor Code pertaining to payment of the generally prevailing rate of wages and apprenticeships or other training programs. The Department of Industrial Relations has made available the general prevailing rate of per diem wages in the locality in which the work is to be performed for each craft, classification or type of worker needed to execute the Contract, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available to any interested party upon request and are online at http://www.dir.ca.gov/DLSR. The Contractor and all Subcontractors shall pay not less than the specified rates to all workers employed by them in the execution of the Contract. It is the Contractor's responsibility to determine any rate change.

6. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work shall be at least time and one half.

7. The substitution of appropriate securities in lieu of retention amounts from progress payments in accordance with Public Contract Code §22300 is permitted.

8. Pursuant to Public Contract Code §4104, each bid shall include the name and location of the place of business of each subcontractor who shall perform work or service or fabricate or install work for the contactor in excess of one-half of one percent (1/2 of 1%) of the bid price. The bid shall describe the type of the work to be performed by each listed subcontractor.

9. Minority, women, and disabled veteran contractors are encouraged to submit bids. This bid is not subject to Disabled Veteran Business Enterprise requirements.

10. The project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. In accordance with SB 854, all bidders, contractors and subcontractors working at the site shall be duly registered with the Department of Industrial Relations at time of bid opening and at all relevant times. Proof of registration shall be provided as to all such contractors prior to the commencement of any work.

11. Each bidder shall possess at the time the bid is awarded the following classification(s) of California State Contractor's license: HVAC Project- C-20; Solar Project -C-10 or C46

12. The Governing Board has found that the Project is substantially complex and therefore requires a retention amount of 5%.

13. Bidders' Conference and Walk Through. A mandatory bidders' conference will be held at **1 P.M. , on January 10, 2019, at 7504 Cutting Ave., Orland, CA 95963** for the purpose of acquainting all prospective bidders with the Contract Documents and the Project site. A job walk through to the site will take place immediately after. Failure to attend the conference may result in the disqualification of the bid of the non-attending bidder.

Capay Joint Union Elementary School District

B. Instructions to Bidders

General

Each bid submitted to the Capay Joint Union Elementary School District ("District") for the Prop 39 –SOLAR ("Project") shall be in accordance with the following instructions and requirements, which are part of the Contract Documents for this Project. The project includes rooftop SOLAR PV at Capay Joint Union Elementary School.

1. Deadline For Receipt of Bids. Each bid shall be emailed to the persons below no later than 1:00 PM, on January 25, 2019. The District will thereafter email the bid results to all bidders. The bid results will also be publicly posted at the District's Website. All bids shall be received in electronic formats only (scanned or PDF) at both of the following Email addresses:

   Jim Scribner : Email: jscribner@capayschool.org
   King Tang: Email: king.tang@clearesult.com

2. Bidders' Conference/ Job Walk. A mandatory bidders' conference will be held **1 P.M., on January 10, 2019, at 7504 Cutting Ave., Orland, CA 95963,** for the purpose of acquainting all prospective bidders with the Contract Documents and the Project site. It is imperative that all prospective bidders attend this conference. The failure to attend the conference may result in the disqualification of the bid of the non-attending bidder.

3. Requests for Information. A bidder's failure to request clarification or interpretation of an apparent error, inconsistency or ambiguity in the Contract Documents waives that bidder's right to thereafter claim entitlement to additional compensation based upon an ambiguity, inconsistency, or error, which should have been discovered by a reasonably prudent Contractor, subject to the limitations of Public Contract Code §1104. Any questions relative to the bid shall be in writing and directed to both

   King Tang, Project Management Consultant, Email: king.tang@clearesult.com,

   These requests shall be submitted by January 15, 2019 and at least five working days prior to the date the bid is due.

4. Bid Proposal Forms. All bid proposals shall be made on the form provided by the District. All items on the form shall be filled out in ink. Numbers should be stated in figures, and the signatures of all individuals must be in long hand. The completed form should be without interlineations, alterations, or erasures. All bids shall be received in electronic formats only (scanned or PDF)

5. Execution of Forms. Each bid shall give the full business address of the bidder and must be signed by the bidder or bidder's authorized representative with his or her usual signature. Bids by partnerships must furnish the full names of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters.

Bids by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter. The name of each person signing shall also be typed or printed below the signature. When requested by the District, satisfactory evidence of the authority of the officer signing on behalf of the corporation or partnership shall be furnished. A bidder's failure to properly sign required forms may result in rejection of the bid. All bids must include the bidder's contractor license number(s) and expiration date(s).

6. Bid Security. 5% of Base Bid amount.

7. Withdrawal of Bid Proposals. Bid proposals may be withdrawn by the bidders prior to the time fixed for the opening of bids, but may not be withdrawn for a period of sixty (60) days after the opening of bids, except as permitted pursuant to Public Contract Code §5103.

8. Addenda or Bulletins. The District reserves the right to issue addenda or bulletins prior to the opening of the bids subject to the limitations of Public Contract Code §4104.5. Any addenda or bulletins issued prior to bid time shall be considered a part of the Contract Documents.

9. Bonds. The successful bidder shall be required to submit payment and performance bonds as specified in and using the bond forms included with the Contract Documents. All required bonds shall be based on the maximum total contract price as awarded, including additive alternates, if applicable.

10. Rejection of Bids and Award of Contract. The District reserves the right to waive any irregularities in the bid and reserves the right to reject any and all bids. The Contract will be awarded, if at all, within sixty (60) calendar days after the opening of bids to the lowest responsible and responsive bidder, subject to Governing Board approval. The time for awarding the Contract may be extended by the District with the consent of the lowest responsible, responsive bidder.

11. Execution of Contract. The successful bidder shall, within ten (10) calendar days of the Notice of Award of the Contract, sign and deliver to the District the executed contract along with the bonds and certificates of insurance required by the Contract Documents. In the event the successful bidder fails or refuses to execute the Contract or fails to provide the bonds and certificates as required, the District may award the work to the next lowest responsible, responsive bidder, or may reject all bids and, in its sole discretion, call for new bids. In all cases, the District reserves the right, without any liability, to cancel the award of Contract at any time prior to the full execution of the Contract.

12. Drawings and Specifications. All drawings, specifications and other documents used or prepared during the project shall be the exclusive property of the District.

13. Evidence of Responsibility. Upon the request of the District, a bidder shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, the bidder's experience in the type of work being required by the District, the bidder's availability to

perform the Contract and any other required evidence of the bidder's qualifications and responsibility to perform the Contract. The District may consider such evidence before making its decision to award the Contract. Failure to submit requested evidence may result in rejection of the bid.

14. Taxes. Applicable taxes shall be included in the bid prices.

15. Bid Exceptions. Bid exceptions are not allowed. If the Bidder has a comment regarding the bid documents or the scope of work, the Bidder shall submit those comments to the District for evaluation at least five working days prior to the opening of the bids. No oral or telephonic modification of any bid submitted will be considered and a sealed written modification may be considered only if received prior to the opening of bids. E-mailed or faxed bids or modifications will not be accepted.

16. Discounts. Any discounts which the bidder desires to provide the District must be stated clearly on the bid form itself so that the District can calculate the net cost of the bid proposal. Offers of discounts or additional services not delineated on the bid form will not be considered by the District in the determination of the lowest responsible responsive bidder.

17. Quantities. The quantities shown in the performance specifications are approximate. The District reserves the right to increase or decrease quantities as desired.

18. Prices. Bidders must quote prices F.O.B. unless otherwise noted. Prices should be stated in the units specified and bidders should quote each item separately. The price shall include all material, labor, and equipment, including paying for permits, fees, bonds, and insurance, rentals, waste disposal required for the complete and working installation of the project.

19. Samples. On request, samples of the products being bid shall be furnished to the District.

20. Special Brand Names/Substitutions. In describing any item, the use of a manufacturer or special brand does not restrict bidding to that manufacturer or special brand, but is intended only to indicate quality and type of item desired, except as provided in §3400 of the Public Contract Code. Substitute products will be considered either prior to or after the award of the Contract in accordance with §3400 and as set forth in either the Supplemental Conditions or the Specifications. All data substantiating the proposed substitute as an "equal" item shall be submitted with the written request for substitution. The District reserves the right to make all final decisions on product and vendor selection.

21. Container Costs and Delivery. All costs for containers shall be borne by the bidder. All products shall conform to the provisions set forth in the federal, county, state and city laws for their production, handling, processing and labeling. Packages shall be so constructed to ensure safe transportation to the point of delivery.

22. Bid Negotiations. A bid response to any specific item of the bid using terms such as "negotiable," "will negotiate," or similar phrases, will be considered non-responsive.

23. Prevailing Law. In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. All equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state and federal law, including, but not limited to, Labor Code §§1771, 1778 and 1779.

24. Allowances. An "allowance" means an amount included in the bid proposal for work that may or may not be included in the Project, depending on conditions that will become known only after the Project is underway.

25. Subcontractors. Pursuant to the Subletting and Subcontracting Fair Practices Act, Public Contract Code §§4100-4114, every bidder shall, on the enclosed Subcontractor List Form, set forth:

    a. The name and location of the place of business of each Subcontractor who will perform work or labor or render service to the bidder in or about the work or fabricate and install work in an amount in excess of one-half (1/2) of the one percent (1%) of the bidder's total bid.

    b. If the bidder fails to specify a Subcontractor for any portion of the work to be performed under the Contract in excess of one-half (1/2) of one percent (1%) of the bidder's total bid, bidder agrees that bidder is fully qualified to and shall perform that portion of the work. The successful bidder shall not, without the written consent of the District or compliance with Public Contract Code §§4100 – 4114, either:

        1) Substitute any person as Subcontractor in place of the Subcontractor designated in the original bid;

        2) Permit any subcontract to be voluntarily assigned or transferred or allow the work to be performed by anyone other than the original Subcontractor listed in the bid; or

        3) Sublet or subcontract any portion of the work in excess of one-half (1/2) of one percent (1%) of the total bid as to which the bidder's original bid did not designate a Subcontractor.

26. Examination of Contract Documents and Work Site. Before submitting a bid proposal, all bidders shall carefully examine the Contract Documents, including the plans and specifications, shall visit the site of the proposed work, and shall fully inform themselves of all conditions in and about the work site, as well as applicable federal, state and local laws and regulations that may affect the work. No bidder shall visit the site without prior authorization of the District. Bidders shall contact the District Superintendent or designee for coordination of site visits.

27. Form and Approval of Contract. The Contract Documents must be approved by the Governing Board of the District and its legal counsel. The bidder selected by the District shall execute the contract provided by the District.

28. Licenses and Permits. Each bidder, and its Subcontractors, if any, shall at all times possess all appropriate and required licenses or other permits to perform the work as identified in the Contract Documents. Upon request, each bidder shall furnish the District with evidence demonstrating possession of the required licenses or permits.

29. Denial of Right to Bid. Contractors or Subcontractors who have violated state law governing public works shall be denied the right to bid on this public works contract pursuant to Labor Code §1777.7.

30. Bidders Interested in More Than One Bid. No person, firm, or corporation shall make, or file, or be interested in more than one bid. However, a person, firm, or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders or from submitting a prime proposal.

31. Contractor's State License Board. Contractors and Subcontractors are required by law to be licensed and regulated by the California Contractors' License Board.

32. Fingerprinting. The successful bidder, its employees, subcontractors, and agents may be fingerprinting as required by the Education Code.

33. Disabled Veterans Participation Goals. This Contract is not subject to Education Code §17076.11.,

34. Labor Compliance. The project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. In accordance with SB 854, all bidders, contractors and subcontractors working at the site shall be duly registered with the Department of Industrial Relations at time of bid opening and at all relevant times. Proof of registration shall be provided as to all such contractors prior to the commencement of any work.

36. Additive and Deductive Items: Method of Determining Lowest Bid. Pursuant to Public Contract Code §20103.8, if the bid solicitation includes additive and/or deductive items, the checked [X] method shall be used to determine the lowest bid: *[check one]*

____ (a) The lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.

__X__ (b) The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation or Bid Proposal Form as being used for the purpose of determining the lowest bid price.

_____ © The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items taken in order from a specifically identified list of those items that, when in the solicitation, and added to, or subtracted from, the base contract, are less than, or equal to, a funding amount publicly disclosed by the District before the first bid is opened.

_____ (d) The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders or the proposed Subcontractors or suppliers from being revealed to the public entity before the ranking of all bidders from lowest to highest has been determined.

If no method is checked, sub-paragraph (a) shall be used to determine the lowest bid.

Notwithstanding the method used by the District to determine the lowest responsible bidder, the District retains the right to add to or deduct from the Contract any of the items included in the bid solicitation.

37. Bid Protest. Any bid protest must be in writing and received by the District Office before 5:00 PM no later than three (3) working days following bid opening and shall comply with the following requirements:

a. The bid protest must contain a complete statement of the basis for the protest and all supporting documentation.

b. The party filing the protest must have actually submitted a bid for the Project. A Subcontractor of a bidder submitting a bid for the Project may not submit a bid protest. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.

c. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based.

d. The protest must include the name, address and telephone number of the person representing the protesting bidder.

e. The bidder filing the protest must concurrently transmit a copy of the bid protest and all supporting documentation to all other bidders with a direct financial interest which may be affected by the outcome of the protest, including all other bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

f. The bidder whose bid has been protested may submit a written response to the bid protest. Such response shall be submitted to the District before 5 PM no later than two (2) working days after the deadline for submission of the bid protest or receipt of the bid protest, whichever is sooner, and shall include all supporting documentation.

Such response shall also be transmitted concurrently to the protesting bidder and to all other bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

g. The procedure and time limits set forth in this section are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code claim or legal proceedings.

h. If the District determines that a protest is frivolous, the protesting bidder may be determined to be non-responsible and that bidder may be determined to be ineligible for future contract awards by the District.

i. A "working day" for purposes of this section means a weekday during which the District's office is open and conducting business, regardless of whether or not school is in session.

38. Code Review, Permit. Contract(s) shall be responsible for providing documents for code review (if required). Contract shall submit and pay for permit, and be responsible for permit inspections.

39. Proposal Evaluation. A Contract for the Project pursuant to this RFP, if any, will be awarded to the lowest responsible bidder determined by the Base Bid set forth in the Bid Form that is Appendix D to this RFP. If the bid solicitation requires alternate bids for additive or deductive items, or both, the Contract award shall be made to the lowest responsible bidder based on the either the base bid or the alternate bids, with consideration of the additive or deductive items. Demonstrated design and Title 24 control experience, as well as favorable references from similar projects will be a consideration in the award.

Winning bidders

Contractors and subcontractors on funded projects will be required to furnish certified payroll records directly to the Department of Industrial Relations in accordance with Labor Code Sections 1771.4(a) and 1776. In addition, contractors and subcontractors must be registered with the Department of Industrial Relations in order to bid or work on any public works project. The Department maintains a list of registered contractors and subcontractors on its website at https://efiling.dir.ca.gov/PWCR/Search.

Contractor will be required to furnish three (3) references for similar projects with public entities in the state of California, at least one of which must be a school district.

At the time of contract award, contractor(s) shall be required to submit manufacturers' specification sheets and product details for any of the equipment they intend to provide.

BIDDER'S CHECKLIST

The following items must be included with all bids. Bids lacking any of the required items will be rejected. The checklist items should be delivered in order in the proposal package:

#	Document	Included with proposal? Y / N
1	Cover letter with signature of authorized company officer summarizing the scope on which the company is bidding and a summary of the main components of the price.	
2	This bidder's checklist, completed	
3	Copy of business license(s) – all necessary "C" licenses, C-10 or C-46	
4	Bid Bond of 5% of total bid amount	
5	Proof of insurance	
6	Proof of the ability to obtain payment and performance bonds	
7	Appendix D - Completed bid forms for various measures, including price breakdown sheets	
8	Completed forms: Appendix C (non-collusion) Appendix E (subcontractors list) Appendix F (list of project references)	

C. Schedule of Events

The estimated timetable for the bidding period and the work is as follows (subject to change by the District):

1	Bidder Conference / Site walk for bidders (1 PM)	Thursday, January 10, 2019
2	Questions submitted by bidders	Tuesday, January 15, 2019
3	Addendum Published	Friday, January 18, 2019
4	Bid Due and Opening	Friday, January 25, 2019
5	Board review/approve contracts	Friday, February 08, 2019
6	Receive signed contracts from contractors	Friday, February 22, 2019
7	Preconstruction meetings	Monday, February 25, 2019
8	Notice to Proceed	Monday, February 25, 2019
9	Tentative Start of construction (to be adjusted per contractor's proposed schedule and owner's approval)	Wednesday, March 27, 2019
End	Projected Completion of construction	Tuesday, July 30, 2019

Appendix A- Project Manual, Specifications

1. Project Summary

2. Attachments

2.1 Site Maps and Roof Pictures

2.2 Electrical Energy and Demand Information

2.3 Drawings

1. Project Summary

GENERAL

All proposals for providing the goods and services in SOW shall comply with the most recent applicable versions of the California Title 24, CA Building Codes and Standards.

Contractor shall provide a total "turnkey" project including all necessary equipment, materials, design, manufacturing and installation services for the installation of a rooftop utility-interactive photovoltaic system.

Base Bid- The base bid shall be based on a system that provides a net AC capacity of **20 kW** under rated conditions, measured at the point of interconnection. Panel should be rated based on Photo Voltaic USA Test Conditions (PTC). The tilt angle and orientation of the panels should be the same as the existing roof.

Alternate 1- Provide an additional 5 kW of Solar PV capacity to the base system on the same roof.

All work to be performed during normal working hours and schedule shall be approved by the District.

Bidders must supply details of product name, manufacturer and model # for each product proposed on the bid forms.

Potential location has been identified for siting the solar PV system. See attached site map. The proposed system shall be integrated with the existing roof system.

CODE COMPLIANCE

Installation and equipment shall comply with applicable building, mechanical, fire, seismic, structural and electrical codes. Only products that are listed, tested, identified, or labeled by UL, FM, ETL, or another Nationally Recognized Testing Laboratory shall be used as components in the project. Non-listed products are only permitted for use as project components when a comparable useable listed component does not exist. Non-listed products proposed for use as components must be identified as such in all submittals.

Applicable Codes and Standards:

The publications listed below form a part of this document and are hereby incorporated by reference:

- National Electrical Code (NEC)
- UL 1703 Flat – Plate PV Modules and Panels
- UL 1741 – Standard for Static Inverters and Charge Controllers for Use in Photovoltaic Power Systems
- FM Approved – Fire Protection Tests for Solar Component Products
- IEC 62446 Grid Connected Photovoltaic Systems- Minimum Requirements for System Documentation, Commissioning Tests, and Inspections

Other technical codes that shall apply include:

- ASME PTC 50 (solar PV performance)
- ANSI Z21.83 (solar PV performance and safety)
- NFPA 853 (solar PV systems near buildings)
- IEEE 1547 (interconnections)
- ASCE/ SEI-7 – American Society of Civil Engineers – "Minimum Design Loads for Buildings and Other Structures".
- NRCA – National Roofing Contractors Association

SCOPE OF WORK INCLUDES

The contractor shall perform all professional services as necessary to provide the District with a complete design package including the requirements outlined in this Statement of Work. The contractor shall include specifications, calculations and drawings in the design package for submittal review and approval prior to ordering equipment. The awarded contractor shall apply for and manage the DSA review and PG&E Interconnection Application paperwork. The contractor shall act as the prime contractor and the price shall include work provided by design professionals, test services, and all trades to accomplish the listed scope of work. Include all site work, design, DSA review, permits, and inspections, PG&E application package, all applicable taxes and fees, and DSA inspection coordination.

A. Mechanical - N.A.

B. Controls – Solar PV Control Modules and Inverters.

C. Electrical
   a. Provide PV panels
   b. Power and control wiring for all systems and components from PV panels to building and utility connection points
   c. Inverters and cabinets that are suitable for the outdoor environment
   d. Production meters
   e. Meters for net metering

.

D. Building Roof / Structural

It is the responsibility of the contractor to assess the building structural integrity, roof condition and shading limitations.

   a. Mounting system shall limit roof penetrations and be mechanically fastened to building structure. Mounting system design needs to meet applicable local building code requirements with respect to snow, wind, and earthquake factors. Solar system installation should not void the roof warranty.
   b. Conduit penetrations shall be minimized.
   c. System shall be fixed tilt. The tilt angle and orientation of the panels

should be the same as the existing roof.

d. System layout shall meet local fire department, code and ordinance requirements for roof access.
e. Provide all structural calculations and structural design services as required by AHJ.
f. All structural weld and bolt tests as required by AHJ.
g. Basis of Design for Rack and Rail structure is Iron Ridge XR Rail Family or equivalent. See cutsheet.

E. Architectural- N.A.

F. Acoustical- N.A.

G. Specialty
   a. Perform point-to-point and functional performance testing. Provide factory test forms and several solar radiation and kw production measurements under cloudy and sunny conditions.
   b. Provide logged power data for 1 week.

H. Demolition and Removal- N.A.

I. Interconnection Support
   a. Assist the owner with the Solar PV project application with PG&E
   b. Assist the owner with the Agreement and Customer Authorization (A&A) form.
   c. Complete the Standard Net Energy Metering (NEM) Interconnection Application.

J. Allotments- N.A.

K. Closeout and Final Inspection.
   a. Demonstrate Provide equipment O&M and programming manuals.
   b. control operation to School District representative and CLEAResult Engineer.
   c. Provide 1 hours of on-site training of operation and maintenance of the PV system.
   d. Provide as built drawings if required by AHJ and DSA for permits and code review.

L. WARRANTY REQUIREMENTS:

   a. Solar PV Panel Manufacturer's Warranties: minimum 90% system performance for the first 10 years; 80% system performance or higher for 25 years
   b. Inverter Manufacturer's warranty- min. 10 years Labor and
   c. Workmanship and defective parts- 2 years

<u>EXCLUSIONS AND CLARIFICATIONS</u>

a. Hazardous material abatement- None Expected
b. Repair of existing deficiencies- None Expected

2. Attachments:

2.1 Location Map and Roof Pictures

Solar PV location on County Building Roof

Front View of County Building Roof

Side View of Roof

2.2 Electrical Energy and Demand Information

Meter#	5000118596	1007054784
Description	Elem School	2 Portables
Statement Date	kwh	kwh
12/23/2017	4408	1853
1/24/2018	3703	1512
2/23/2018	4213	1910
3/26/2018	4638	1988
4/25/2018	3983	1740
5/24/2018	6395	2595
6/25/2018	8461	2186
7/25/2018	9016	1020
8/24/2018	7554	1746
9/25/2018	8505	3631
10/25/2018	6551	2445
11/27/2018	5839	1882
Total Annual	73266	24508

2.3 Drawings- Selected roof, framing, and elevation drawings are attached. The complete drawing set is in the RFP drive for downloading.

Appendix A

1
2
3
4
5
6
A
B
C
D
CMST14 STRAP W/ 22-16d EA END TYP @ THIS GRID SEE
LOW ROOF
2x6 @ 24" OC
5 1/8x18 GLB
2-2x6 TYP
ROOF SHEATHING 19/32" CD 5 PLY W/ 10d @ 4" OC BN AND 10d @ 12" OC FIELD TYP
TYP
5 1/8x18 GLB TYP
C=1
GLB W/DN
GLB
ROOF SLOPE
GLB W/DN
2x6 @ 24" OC TYP UON
5-1/8x12 GLB HDR
LOW ROOF
5-1/8x12 GLB HDR
2-2x6 TYP
TYP @ THIS GRID
HDR
2x10 @ 24" OC
5 1/8x12 GLB
5 1/8x16 GLB
5 1/8x12 GLB
CS16 STRAP OVER ROOF SHEATHING PROVIDE 2x BLKG & FRAMING @ STRAP
2x JOIST WITH EN

07411
06100A
06100C
06185
16511B
06511
07210A
07540
06100A
06100C
12
2
07540
06100A
06100C
07210A
06100D
06100B
07412
06260A
11'-8"
TOP OF PARAPET
10'-11"
TOP OF LEDGER
06260A
06100D
07210A
16'-2"
TOP OF PLATE
06260A
06100D
06260A
06100E
9'-5" TOP OF LEDGER
8'-0"
06511
06260A
07210A
06100D
9'-0"
TOP OF LEDGER
10'-0"
TOP OF PLATE
06100B
04810A

Appendix B- Contract Template

***District should provide actual contract upon request**

This Contract ("Contract") is made by and between the Capay Joint Union Elementary School District ("District"), and _____ ("Contractor").

District and Contractor hereby agree as follows:

1. Description of Work

The Contractor agrees to furnish all labor, materials, equipment, tools, supervision, appurtenances, and services, including transportation and utilities, required to perform and satisfactorily complete all work required for the following project ("Project") in full conformance with the Contract Documents:

Solar PV Project at Capay Elementary School.

2. Contract Documents

The Contract Documents consist of the executed Contract and all Addenda, all approved change orders, the completed Bid Form, the required Bonds and the Insurance forms, the Notice Inviting Bids, the Instructions to Bidders, the Notice of Award, the Notice to Proceed, the General Conditions and any supplemental conditions, the Technical Specifications.

3. Compensation

As full compensation for the Contractor's complete and satisfactory performance of the work and activities described in the Contract Documents, the District agrees to pay Contractor, and Contractor agrees to accept the sum of _____ Dollars ($ _____), which shall be paid to the Contractor according to the Contract Documents.

4. Prevailing Wages

This Project is subject to prevailing wage requirements and Contractor and its Subcontractors are required to pay all workers employed for the performance of this Contract no less than the applicable prevailing wage rate for each such worker. Contractor acknowledges that the project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations in accordance with SB 854.

5. Time for Completion

The starting date of the Contract shall be the day listed by the District in the Notice to Proceed and the Contractor shall fully complete all the work before the expiration of **125** calendar days from the starting date. Time is of the essence in the performance of this Contract.

6. Liquidated Damages

Liquidated damages for the Contractor's failure to complete the Contract within the time fixed for completion are established in the amount of **$200** per calendar day.

IN WITNESS WHEREOF, the parties agree to the terms of this Contract on the day and year written below.

_____	_____
District	Contractor
	_____
Resolution No. _____	Contractor License No. and Expiration Date
Date: _____	By: _____
	Individual Signature
	_____
	Title
	_____
	Date

If Corporation, Place Seal Below.

For: _____

Corporation or Partnership

Appendix C- Non Collusion Declaration

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

_____, declares and says that he or she is _____ of _____, the party making the foregoing bid, and affirms that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true and correct; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____ _____

Signature

State of _____
County of _____

Appendix D- Bid Proposal Form

Governing Board
Capay Joint Union Elementary School District

Dear Members of the Governing Board:

The undersigned, doing business under the name of _____ _____, having carefully examined the location of the proposed work, the local conditions of the place where the work is to be done, the Notice Inviting Bids, the General Conditions, the Instructions to Bidders, the Plans and Specifications, and all other Contract Documents for the proposed _____Project ("Project"), proposes to perform all work and activities in accordance with the Contract Documents, including all of its component parts, and to furnish all required labor, materials, equipment, transportation and services required for the construction of the Project in strict conformity with the Contract Documents, including the Plans and Specifications, as follows:

BASE BID- SOLAR PV PROJECT at Capay Elementary School.

For the sum of

_____
_____Dollars ($ _____).

ADDITIVE/DEDUCTIVE ALTERNATE *[if applicable]*:

Additive/Deductive Alternate #1 – Provide an additional 5 kW of Solar PV capacity

Add/Subtract _____ Dollars ($_____)

Additive/Deductive Alternate #2-

Add/Subtract _____ Dollars ($_____)

Additive/Deductive Alternate #3 _____
Add/Subtract _____ Dollars ($_____)

The undersigned has checked carefully all the above figures and understands that the District is not responsible for any errors or omissions on the part of the undersigned in making this bid.

Enclosed find certified or cashier's check no._____ of the _____ Bank for _____ Dollars ($_____) or Bidder's Bond of the _____ surety company in an amount of not less than zero percent (5%) of the entire bid. The undersigned further

agrees, on the acceptance of this proposal, to execute the Contract and provide the required bonds and insurance and that in case of default in executing these documents within the time fixed by the Contract Documents, the proceeds of the check or bond accompanying this bid shall be forfeited and shall become the property of the District.

Contractor agrees to commence the work within the time specified in the Notice to Proceed. It is understood that this bid is based upon completing the work within the number of calendar days specified in the Contract Documents.

ADDENDA:
Receipt of the following addenda is hereby acknowledged:

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

Respectfully submitted,

Company: _____

Address: _____

_____

By: _____
(Please Print Or Type)

Signature: _____

Title: _____

Date: _____

Telephone: _____

Contractor's License No: _____ Expiration Date _____

Required Attachments: Subcontractor List Form
Pricing Breakout Form
Non-Collusion Declaration
Other documents as required on the Bidder Checklist

Appendix E- Subcontractor List Form

Each bidder shall list below the name and location of place of business for each Subcontractor who will perform a portion of the Contract work in an amount in excess of 1/2 of 1 percent of the total contract price. The nature of the work to be subcontracted shall also be described.

DESCRIPTION OF WORK	NAME	LOCATION	LICENSE #

Appendix F- List of References

The following are the names, addresses, and telephone numbers of three (3) references for which BIDDER has performed similar work within the past three years. Public Agencies are preferred.

Reference 1

_____

Name and Address of Owner

_____

Name and Telephone Number of Person Familiar with Project

Contract Amount	Type of Work	Date Completed
_____	_____	_____

Reference 2

_____

Name and Address of Owner

_____

Name and Telephone Number of Person Familiar with Project

Contract Amount	Type of Work	Date Completed
_____	_____	_____

Reference3

_____

Name and Address of Owner

_____

Name and Telephone Number of Person Familiar with Project

Contract Amount	Type of Work	Date Completed
_____	_____	_____