

BID FORM AND PROPOSAL
BID PACKAGE: #FES-03 – MECHANICAL

To: Governing Board of the Bakersfield City School District ("District" or "Owner")

From: Journey Air Conditioning Co., Inc.
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. 22213.00-26, for the following project known as:

Fremont Elementary School – Campus HVAC System Upgrades

("Project" or "Contract") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

<p><u>Three Hundred Twenty Eight Thousand</u> dollars \$ <u>328,661.⁰⁰</u> BASE BID <u>Six Hundred Sixty One</u> $\frac{\cancel{00}}{100}$</p> <p><i>Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s), Total Cost for Unit Prices, and OCIP excluded costs.</i></p>

Alternates:

Not applicable.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Additional Detail Regarding Calculation of Base Bid

1. **Unit Prices.** The Bidder's Base Bid includes the following unit prices, which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders (Unit Prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and suppliers):

SCHEDULE OF UNIT PRICES

<u>Item No.</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Cost = Unit Price x Estimated Quantity (Included in Base Bid)</u>
	N/A				
				\$ _____	\$ _____
				\$ _____	\$ _____

Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted, and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intentions of the Drawings and Specifications shall be included in the above agreed-upon price amount.

2. **Allowance.** The Bidder's Base Bid shall include the following Allowances for the Tasks/Work as noted here:

Task/Work	Allowance Value
Allowance #03 - Unforeseen Conditions (Ref. Div 01s)	\$25,000.00
Total Allowance Value	\$25,000.00

The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including Contractor's overall project management and general conditions costs, overhead and fee, are deemed to be included in the Base Bid, and are not subject to adjustment regardless of the actual amount of the Allowance Item.

The District shall have sole discretion to authorize all expenditures from the Allowances. The District shall process expenditures from the Allowances in the form of an Allowance Expenditure Directive ("AED"). Any unused Allowance or unused portion thereof shall be deducted from the Contract Price to the benefit of the District.

3. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
4. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
5. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
6. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
7. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
8. The following documents are attached hereto:
 - Bid Bond on the District's form or other security (for electronic submissions, provide a photocopy of the Bid Bond).
 - Designated Subcontractors List
 - Site Visit Certification
 - Non-Collusion Declaration
 - Iran Contracting Act Certification

9. Receipt and acceptance of the following Addenda is hereby acknowledged:

No. <u>1</u> , Dated <u>2/21/24</u>	No. <u>4</u> , Dated <u>2/27/24</u>
No. <u>2</u> , Dated <u>2/21/24</u>	No. <u>5</u> , Dated <u>2/28/24</u>
No. <u>3</u> , Dated <u>2/27/24</u>	No. _____, Dated _____

10. Bidder acknowledges that the license required for performance of the Work is a C20 license.

11. Bidder hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
12. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations.
13. Bidder hereby certifies that its bid includes sufficient funds to permit Bidder to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that Bidder will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.
14. [Bidder agrees to comply with all requirements of the Project Labor Agreement].
15. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with the Davis Bacon Act, applicable reporting requirements, and any and all other applicable requirements for federal funding. If a conflict exists, the more stringent requirement shall control.
16. Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
17. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
18. Bidder expressly acknowledges that it is familiar with and capable of complying with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic including, if required, preparing, posting, and implementing a Social Distancing Protocol.
19. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
20. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this 29 day of February 2024

Name of Bidder: Journey Air Conditioning Co., Inc.

Type of Organization: Coporation

Signature: 

Print Name: Randy Journey

Title: President

Address of Bidder: 103 Michigan St, Bakersfield, CA 93307

Taxpayer Identification No. of Bidder: 77-0344168

Telephone Number: 661-322-1633

Fax Number: 661-322-2114

E-mail: rjourney@journeyac.com Web Page: www.journeyac.com

Contractor's License No(s): No.: 579030 Class: C20 Expiration Date: 01/31/26

No.: 579030 Class: C43 Expiration Date: 01/31/26

No.: — Class: — Expiration Date: —

Public Works Contractor Registration No.: 1000001097

END OF DOCUMENT

BID BOND

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, Journey Air Conditioning Co., Inc., as Principal ("Principal"),

and The Gray Casualty & Surety Company, as Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of the State of California and authorized to do business as a surety in the State of California, are held and firmly bound unto the Bakersfield City School District ("District") of Kern County, State of California, as Obligee, in an amount equal to ten percent (10%) of the Base Bid plus alternates, in the sum of

10% of the amount bid----- Dollars (\$ 10% of the amount bid)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in the accompanying bid for the following project: Fremont Elem. School-Campus HVAC Upgrades ("Project" or "Contract").

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the Contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within seven (7) days of the date of the District's Notice of Award to Principal.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorneys' fee to be fixed by the Court.

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the 26th day of February, 2024.

Randy C. Journey
Principal

By [Signature]

The Gray Casualty & Surety Company
Surety

By [Signature]

Denise Fookes Attorney In Fact
Name of California Agent of Surety

130 W. Vine Street, Redlands, CA 92373
Address of California Agent of Surety

(909) 792-2345
Telephone Number of California Agent of Surety

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

END OF DOCUMENT

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

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)

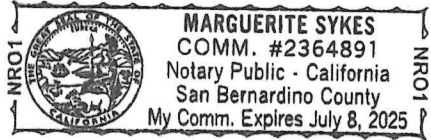
On February 26, 2024 before me, Marguerite Sykes, Notary Public,
(here insert name and title of the officer)
personally appeared Denise Fookes

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 Marguerite Sykes



(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- Individual(s)
 Attorney-in-Fact
 Corporate Officer(s) _____
Title(s)

- Guardian/Conservator
 Partner - Limited/General
 Trustee(s)
 Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information	
Method of Signer Identification	
Proved to me on the basis of satisfactory evidence: <input type="radio"/> form(s) of identification <input type="radio"/> credible witness(es)	
Notarial event is detailed in notary journal on: Page # _____ Entry # _____	
Notary contact: _____	
Other	
<input type="checkbox"/> Additional Signer(s)	<input type="checkbox"/> Signer(s) Thumbprint(s)
<input type="checkbox"/> _____	

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: Bid Bond **Principal:** Journey Air Conditioning Co., Inc.
Project: BCSD: Fremont Elementary School-Campus HVAC Upgrades

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Richard Beall and Denise Fookes of Redlands, California jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

“RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana
ss:

Parish of Jefferson
On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 26th day of February, 2024.

Mark S. Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 26th day of February, 2024.

Leigh Anne Henican



**MANDATORY
PRE-BID MEETING & JOB WALK AGENDA**

BID No. 22213.00-26

Campus HVAC System Upgrades

Location: Fremont Elementary School – Staff Parking Lot
607 Texas St., Bakersfield, CA 93307

Date & Time: 02/13/2024 @ 3:00 p.m.

I. INTRODUCTIONS

- A. Please Sign Attendance Sheet
 - B. Please Silence your Mobile/Electronic Devices
 - C. Welcome and Introductions
1. **Owner: Bakersfield City School District**
 - a. Daniel Wastafarro; Assistant Director II, M&O and Facilities
 - i. E-mail: wastaferrrod@bcasd.com
 - b. Grant Southwell; Operations Manager
 - i. E-mail: southwellg@bcasd.com
 2. **Construction Management Team: SafeworkCM**
 - a. Michael Villegas; Vice President
 - b. Estevan Sanchez; Preconstruction Manager
 - i. E-mail: Estevan.sanchez@safeworkcm.com
 - c. Tom Anderson; Sr. Project Manager
 - i. E-mail: Tom.anderson@safeworkcm.com
 - ii. Phone: 502-334-8078
 - d. Caryn Cowin; Project Manager
 - e. Michael Delgado; Project Engineer
 - i. E-mail: Michael.Delgado@safeworkcm.com
 - ii. Phone: 909-368-3323
 3. **Architect of Record - AP Architects**
 - a. Patrick Fogarty; Principal Architect
 - i. E-mail: mcastellanos@aparchitects.net
 - b. Miguel Castellanos; Architect
 - i. E-mail: pfogarty@aparchitects.net
 4. **YES Environmental – Environmental Consultant**
 - a. Kristy Yowell
 5. **Project Inspector – TBD**
 6. **Lab of Record – TBD**
 7. **Labor Compliance Consultant – TBD**

II. GENERAL INFORMATION

- A. Notice for Invitation to Bid as posted on 1/16/2024.
<http://mot.bcsd.com/Construction%20Consultants/22216.00-35%20Fremont%20ES%20Campus%20HVAC%20Systems%20Updgrades/>

III. PROJECT DESCRIPTION

- A. General Description of Project:
- B. The Work consists of: Selective Demolition and Construction necessary for the 2-Phase Modernization of Fremont Elementary School. Existing Building(s) C, D, E, F, R19, & R20 will be Modernized in 2-Phases along with all Campus Fire Alarm Upgrades, ADA, & Site/ Chiller Yards. This work is associated with Civil, Architectural, Structural, Plumbing, Mechanical and Electrical-Low Voltage work as indicated in the Drawings and Specifications. Generally, these categories of work involve New Finishes, Hazardous Material Abatement, Demolition, Accessibility Compliance, Re-Roofing, HVAC Upgrades at Instructional Areas, Expanding Selected Infrastructure Utilities, Campus-Wide Fire Alarm Upgrades, and Extensive Modifications. The Project will involve the phasing and barricading of work areas as indicated on the Phasing Plan and enumerated in these Specifications. This is a Multiple Prime Package project as clarified below, Phase 1 Milestone construction duration will take place starting Spring 2024.
- C. Project will be constructed under Multiple Prime Bid Packages. This will be a CM Multiple Prime Delivery Method. Please see updated Bid Package breakdown below Contractor shall review project scope and create a preliminary milestone schedule to ensure the existing mechanical system remains energized during construction duration.
- D. **Bid Package Breakdown:**
- a) #FES-01 – Demolition & Abatement; (B) or (C-21/22)
 - b) #FES-02 – General Trade; (B)
 - c) #FES-03 – Mechanical; (C-20)
 - d) #FES-04 – Electrical & Low Voltage; (C-10)
 - e) #FES-05 – Plumbing & Site Utilities; (C-36)
 - f) #FES-06 – Carpet; (C-15)
 - g) #FES-07 – Ceramic Tile; (C-54)
- E. Agencies Having Jurisdiction
- a. Bakersfield City School District

- b. DSA
- c. Local Authorities Having Jurisdiction.

IV. PUBLIC BID PROCESS

- A. Notice of Invitation NIB #22213.00-26 – Posted on 1/16/2024
- B. Prequalification Information can be found on the District website under Departments, Maintenance, Operations, and Facilities and is due on 2/14/2024.
- C. Bid Submission – will be due on 02/29/2024 @ 2:00pm and submitted to the Bakersfield City School District – Board Room (1501 Feliz Drive, California, 93307).
 - 1. Bid Submission Instructions – read and follow them carefully.
- D. Bidding documents required (reference the Contract Documents)

V. CONTRACT REQUIREMENTS

- A. Construction Schedule
 - i. **Phase 1**
Start Date 04/08/2024
Duration; 122 Calendar Days
Phase 1 Completion Date; 08/08/2024
 - ii. **Phase 2**
Start Date 08/08/2024
Duration: 122 Calendar Days
Phase 2 Completion Date; 12/08/2024
- B. Contract Terms and Conditions
 - 1. Public Works Project requiring Director of Industrial Relations Registration (DIR) for all trades and Prevailing Wage requirements.
 - 2. Bonds
 - a. 10% Bid Bond
 - b. 100% Performance and Payment Bond(s) will be required in the contract.
 - 3. Liquidated Damages: \$1,000.00 per Calendar Day.

VI. JOB WALK

- A. Site visit immediately following pre-bid meeting.
- B. Site visits requested after the job walk require a 48-hour notice.
Contact Tom Anderson (Senior Project Manager) at tom.anderson@safeworkcm.com, Michael Delgado (Project Engineer) at michael.delgado@safeworkcm.com, Estevan.sanchez@safeworkcm.com, and CC Daniel Wastafarro (BCSD) at wastafarro@bcسد.com and Grant Southwell at southwellg@bcسد.com to schedule any site visits after the job walk, if necessary.

**NON-COLLUSION DECLARATION
(Public Contract Code Section 7106)**

The undersigned declares:

Journey Air

I am the President of Conditioning Co. Inc., the party making the foregoing bid.
[Title] [Name of Firm]

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 02/29/24,
[Date]
at Bakersfield, CA.
[City] [State]

Date: 2/29/24

Proper Name of Bidder: Journey Air Conditioning Co., Inc.

Signature: 

Print Name: Randy Journey

Title: President

END OF DOCUMENT

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Sections 2202-2208)

Fremont Elementary School Campus

PROJECT/CONTRACT NO.: HVAC System Upgrades between the Bakersfield City School District ("District") and Journey Air Conditioning Co., Inc.
("Contractor" or "Bidder") ("Contract" or "Project").


Prior to bidding on or submitting a proposal for a contract for goods or services of \$1,000,000 or more, the bidder/proposer must submit this certification pursuant to Public Contract Code section 2204.

The bidder/proposer must complete **ONLY ONE** of the following two options. To complete OPTION 1, check the corresponding box **and** complete the certification below. To complete OPTION 2, check the corresponding box, complete the certification below, and attach documentation demonstrating the exemption approval.

- OPTION 1.** Bidder/Proposer is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.
- OPTION 2.** Bidder/Proposer has received a written exemption from the certification requirement pursuant to Public Contract Code sections 2203(c) and (d). *A copy of the written documentation demonstrating the exemption approval is included with our bid/proposal.*

CERTIFICATION:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the bidder/proposer to the OPTION selected above. This certification is made under the laws of the State of California.

Vendor Name/Financial Institution (Printed) Journey Air Conditioning Co., Inc.	Federal ID Number (or n/a) 77-0344168
By (Authorized Signature) 	
Printed Name and Title of Person Signing Randy Journey - President	Date Executed 02/29/24

END OF DOCUMENT

FEDERAL DEBARMENT CERTIFICATION

PROJECT/CONTRACT NO.: 23247.00-12 between the Bakersfield City School District ("District") and Journey Air Conditioning Co., Inc. ("Contractor" or "Bidder") ("Contract" or "Project").

1. Bidder certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or Board;
 - b. Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

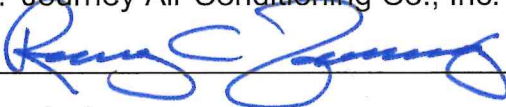
2. Where Bidder is unable to certify to any of the statements in this certification, Bidder shall attach an explanation to this certification.

3. Bidder agrees to include the following certification in all subcontracts, for all lower tiers:

"Debarment and Suspension Certification – By submission of its proposal, the contractor (or vendor, or consultant, depending on the transaction) certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency in accordance with 2 CFR 200.213 and 2 CFR 180."

Date: 02/29/24

Proper Name of Contractor: Journey Air Conditioning Co., Inc.

Signature: 

Print Name: Randy Jounrey

Title: President

END OF DOCUMENT

II. BYRD ANTI-LOBBYING CERTIFICATION

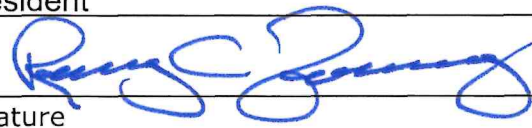
**Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts
Exceeding \$100,000 in Federal Funds**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of their knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Journey Air Conditioning Co., Inc.
Contractor
103 Michigan St., Bakersfield, CA 93307
Address
Randy Journey
Certified by: (type or print)
President
Title

Signature
02/29/24
Date

- b. Bids must be submitted to the District Office, 1300 Baker Street, Bakersfield, CA 93305 by date and time shown in the Notice to Bidders.
 - c. Bids must contain all documents as required herein.
5. Bidders are advised that on the date that bids are opened, District offices and services will not be open to bidders.
 6. Bids will be opened at or after the time indicated for receipt of bids.
 7. Bidders must submit bids on the documents titled Bid Form and Proposal, and must submit all other required District forms. Bids not submitted on the District's required forms shall be deemed nonresponsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible.
 8. Bidders shall not modify the Bid Form and Proposal or qualify their bids. Bidders shall not submit to the District a re-formatted, re-typed, altered, modified, or otherwise recreated version of the Bid Form and Proposal or other District-provided document.
 9. Bids shall be clearly written and without erasure or deletions. District reserves the right to reject any bid containing erasures, deletions, or illegible contents.
 10. Bidders must supply all information required by each Bid Document. Bids must be full and complete. District reserves the right in its sole discretion to reject any bid as nonresponsive as a result of any error or omission in the bid. **Bidders must complete and submit all of the following documents with the Bid Form and Proposal:**
 - a. ✓ Bid Bond on the District's form, or other security.
 - b. ✓ Designated Subcontractors List.
 - c. ✓ Site Visit Certification, if a site visit was required.
 - d. ✓ Non-Collusion Declaration.
 - e. ✓ Iran Contracting Act Certification, if contract value is \$1,000,000 or more. < less than
 - f. ✓ Federal Debarment Certification.
 - g. ✓ Federal Byrd Anti-Lobbying Certification, if contract value is \$100,000 or more.
 11. Bidders must submit with their bids cash, a cashier's check or a certified check payable to District, or a bid bond by an admitted surety insurer of not less than ten percent (10%) of amount of Base Bid, plus all additive alternates ("Bid Bond"). If Bidder chooses to provide a Bid Bond as security, Bidder must use the required form of corporate surety provided by District. The Surety on Bidder's Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Bids submitted without necessary bid security will be deemed nonresponsive and will not be considered.

DESIGNATED SUBCONTRACTORS LIST
(Public Contact Code Sections 4100-4114)

PROJECT: Fremont Elementary School - Campus HVAC System Upgrades

Bidder acknowledges and agrees that it must clearly set forth below the name, location and California contractor license number of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work or who will specially fabricate and install a portion of the Work according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent (0.5%) of Bidder's total Base Bid and the kind of Work that each will perform. Vendors or suppliers of materials only do not need to be listed.

Bidder acknowledges and agrees that, if Bidder fails to list as to any portion of Work, or if Bidder lists more than one subcontractor to perform the same portion of Work, Bidder must perform that portion itself or be subjected to penalty under applicable law. In case more than one subcontractor is named for the same kind of Work, state the portion of the kind of Work that each subcontractor will perform.

If alternate bid(s) is/are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the Base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (0.5%) of Bidder's total Base Bid plus alternate(s).

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

Subcontractor Name: Air Control Services

CA Cont. Lic. #: 739835 Location: 515 E 19 St. Bakersfield, CA 93305

DIR Registration #: 1000003919

Portion of Work: Test & Balance

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

SITE VISIT CERTIFICATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
IF SITE VISIT WAS MANDATORY

PROJECT: Fremont Elementary School – Campus HVAC System Upgrades

Check option that applies:

_____ I certify that I visited the Site of the proposed Work, received the attached _____ pages of information, and became fully acquainted with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the Work under contract.

X I certify that Robert Bustamante _____ (Bidder's representative) visited the Site of the proposed Work, received the attached 3 pages of information, and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under contract.

Bidder fully indemnifies the Bakersfield City School District, its Architect, its Engineers, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during my visit and/or the Bidder's representative's visit to the Site.

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

Date: 02/29/24

Proper Name of Bidder: Journey Air Conditioning Co., Inc

Signature: 

Print Name: Randy Journey

Title: President

Subcontractor Name: _____ Location: _____
 CA Cont. Lic. #: _____
 DIR Registration #: _____
 Portion of Work: _____

Subcontractor Name: _____ Location: _____
 CA Cont. Lic. #: _____
 DIR Registration #: _____
 Portion of Work: _____

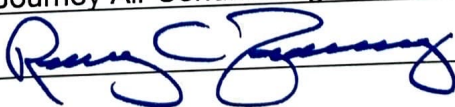
Subcontractor Name: _____ Location: _____
 CA Cont. Lic. #: _____
 DIR Registration #: _____
 Portion of Work: _____

Subcontractor Name: _____ Location: _____
 CA Cont. Lic. #: _____
 DIR Registration #: _____
 Portion of Work: _____

Subcontractor Name: _____ Location: _____
 CA Cont. Lic. #: _____
 DIR Registration #: _____
 Portion of Work: _____

Date: 02/29/24

Proper Name of Bidder: Journey Air Conditioning Co., INC.

Signature: 

Print Name: Randy Journey

Title: President

END OF DOCUMENT