



California Office  
1085 N. Main Street, Suite C  
Orange, CA 92867

2021/22 # 140

BID NUMBER 2122-02

DISTRICTWIDE SHADE STRUCTURES BRAD USA  
PREAPPROVED SHADE STRUCTURES – “OR EQUAL”

- BID FORM
- BID BOND OR OTHER BID SECURITY
- NON-COLLUSION DECLARATION
- DESIGNATION OF SUBCONTRACTORS
- REQUIRED WITH BID SUBMITTALS – SPEC SECTION 13 31 23



FULLERTON JOINT UNION HIGH SCHOOL DISTRICT  
 1051 W. Bastanchury Road  
 Fullerton, CA 92833  
 (714) 870-2819

**Bid Number: 2122-02**

**Project Location: DISTRICTWIDE**

**Project Title: SHADE STRUCTURES  
 BRAND DSA PREAPPROVED SHADE  
 STRUCTURES – “OR EQUAL”**

## BID FORM

**Bidders wishing to bid for the above-referenced project (“Project”) must submit their bids on this Bid Form. Only bids which are submitted on this Bid Form will be accepted. This entire Bid Form must be completed and delivered in the manner specified in the Notice Calling for Bids (“Notice”) and in the corresponding document entitled “Information for Bidders” (“Information for Bidders”), each of which was issued by the Fullerton Joint Union High School District (“District”) in connection with the Project. This Bid Form must be submitted to the “Place of Bid Receipt” and by the “Bid Submission Deadline” specified in the Notice. When submitting this Bid Form, the Bidder must include in the same envelope as this Bid Form the other documents required by the Notice. Bidders should carefully review the Notice and the Information for Bidders when completing and submitting this Bid Form and related documents. Failure to properly submit and complete the entire Bid Form and all of the other documents as required by the Notice and the Information for Bidders may invalidate the bid and cause the District to reject the bid as non-responsive.**

The name, address and other information identifying the bidder who is submitting this Bid Form (“**Bidder**”) is as follows:

Name: Shade Structures, Inc. dba USA SHADE & Fabric Structures

Type of Entity (*check one*):  Corporation  
 General partnership  
 Limited partnership  
 Limited liability partnership  
 Limited liability company  
 Individual  
 Other (specify)

State in which Bidder was organized (if Bidder is an entity) or in which Bidder resides (if Bidder is an individual) (*check one*)

\_\_\_ California  Other (*specify*): Delaware

Bidder's Street Address: 2580 Esters Blvd. Ste 100  
DFW Airport, TX 75261

Attention: Ben Cover

Bidder's Mailing Address: PO BOX 3467 (USPS only)  
Dallas, TX 75019

Attention: Ben Cover

Bidder's Telephone Number: (214) 905-9500

Bidder's Fax Number: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

Bidder's e-mail address: ben.cover@usa-shade.com

Bidder's California State Contractor's License Number: 989458

Class of Bidder's California State Contractor's License: B

Name under which Bidder does business (if different from Bidder's legal name):  
\_\_\_\_\_

1. **Submission of Bid.** The Bidder hereby submits this bid to the District and agrees to perform all work required by the "**Agreement**" (as that term is defined in the Information for Bidders) for the construction of the Project, at the Bid Price specified in Section 3 below and subject to all of the terms, conditions, representations and warranties set forth in this Bid Form.

2. **Bid Price.** As used in this Bid Form, the Bidder's "**Bid Price**" or "**Base Bid**" is the amounts identified in **The Bid Price Sheet** attached hereto and incorporated herein by reference.

3. If the "Plans and specifications" or other "**Project Documents**" ( as those terms are defined in the information for bidders) call for a base bid and one or more alternate or deductive alternate bids, then that Bid Price shall be deemed the "Base Bid" and the following bid prices shall be deemed the "**Alternate Bids**"

**Alternate Bid No. 1** as identified in schedule of Alternates, Section 01 23 00 \_\_\_\_\_  
\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents  
(\$\_\_\_\_\_)

**Alternate Bid No. 2** as identified in schedule of Alternates, Section 01 23 00 \_\_\_\_\_  
\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents  
(\$\_\_\_\_\_)

**Alternate Bid No. 3** as identified in schedule of Alternates, Section 01 23 00 \_\_\_\_\_  
\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents  
(\$\_\_\_\_\_)

**Alternate Bid No. 4** as identified in schedule of Alternates, Section 01 23 00 \_\_\_\_\_  
\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents  
(\$\_\_\_\_\_)

*(Attach additional sheets if necessary to specify more alternate bids)*

4. **Representations of Bidder in Connection with Bid Price.** The Bidder hereby acknowledges, represents and warrants to the District that the Bidder's calculation of its Bid Price (including the Base Bid and any Alternate Bids, if applicable) has been based, among other things, on the following, all of which are true and correct:

4.1 **Familiarity with Project Documents.** The Bidder is familiar with all of the Project Documents, and the Bid Price (including the Base Bid and Alternate Bids, if applicable) and each line-item component comprising the same has to the extent deemed necessary by the Bidder been determined based on the Bidder's review of the Plans and Specifications and all other Project Documents.

4.2 **Familiarity with Local Conditions.** As to the work, which is to be done by or under the control of the successful bidder pursuant to the Project Documents, the Bidder is familiar with the local conditions affecting both the performance and the cost of that work at the place where the work is to be performed. The Bid Price (including the Base Bid and Alternate Bids, if applicable) and each line-item component comprising the same has to the extent deemed necessary by the Bidder been determined based on the Bidder's visits to the Project site and the Bidder's familiarity with said conditions.

4.3 **Performance of Work.** The Bidder hereby proposes and agrees to be bound by all the terms and conditions of the Project Documents and agrees to perform, within the time stipulated, all of the general contractor's obligations and duties there under, including without limitation the obligations to furnish, provide and pay for any and all of the labor, materials,

tools, expendables, equipment, facilities, utility and transportation services, applicable taxes, bonds, insurance policies, and incidental items necessary to perform the entire "Agreement" (as that term is defined in the Information for Bidders) and to complete in a good workmanlike manner all of the work required to build the Project in strict conformity with the Project Documents and with any legal requirements related to that performance and completion.

- 4.4 **Addenda.** The Bidder acknowledges receipt of all of the following Addenda issued by the District in connection with the Project which modify and are included as a part of the Project Documents. **Note: Addendum No.1 is already incorporated into the plans and specifications.**

Addendum No. 1 dated September 23, 2021 ;

Addendum No.      dated                     , 20     ;

Addendum No.      dated                     , 20     ;

Addendum No.      dated                     , 20     ;

*(Attach additional sheets if necessary to describe additional Addenda issued by the District)*

5. **District's Right to Reject Bid.** The Bidder understands that the District reserves the right to reject this bid for the reasons specified in the Notice, in the Information for Bidders, in this Bid Form, and as otherwise authorized by applicable law.

6. **Withdrawal of Bid.** The Bidder understands that it may withdraw this bid at any time prior to the "Date and Time of Bid Opening" identified in the Notice, but that it may not withdraw this bid at any time within ninety (90) days following the Date and Time of Bid Opening.

7. **Documents and Items Submitted PRIOR to Bid.** If the District is prequalifying contractors for this Project, all bidders must comply with the Notice Calling for Bids and the Prequalification Questionnaire and must check the applicable item:

     The Bidder has prequalified for a District project within the past twelve (12) months and the information it provided for that past project satisfies the criteria for this Project; or

     The Bidder has prequalified for a District project within the past twelve (12) months and is providing additional information as required by the Notice Calling for Bids; or

X The Bidder is submitting a Prequalification Questionnaire as required by the Notice Calling for Bids. Prequalification Questionnaire included with bid form.

8. **Documents and Items Submitted with this Bid.** The following documents and items are hereby submitted to the District along with this Bid Form. The Bidder acknowledges that its failure to include any one or more of those documents and items may result in the District rejecting this bid as non-responsive.

8.1 **Bid Security.** The required bid security is attached. The Bidder understands and agrees that if the District accepts this bid and awards the contract for the Project to the Bidder, and if the Bidder thereafter fails or refuses to return executed copies of the Agreement and any or all other documents required from the Bidder under the Project Documents at the time and in the manner required by the Project Documents, then the bid security shall be forfeited to the District.

8.2 **Designation of Subcontractors.** The required list (or, if the Project involves alternate bids, lists) of proposed subcontractors is (are) attached hereto on the form prescribed by the District. The Bidder represents and warrants that such list(s) is (are) complete and that the Bidder will comply with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Sections 4100 *et seq.*).

8.3 **Non-collusion Declaration.** The properly executed non-collusion declaration required by Public Contract Code Section 7106 is attached.

9. **Execution of Documents and Commencement of Work Following Award of Contract.** If the District decides to accept this bid and award the contract for the Project to the Bidder, then within **seven (7) "Calendar Days"** (defined as days on which the District is opened for business) after the District delivers written notice of such acceptance and award to the Bidder, the Bidder will execute and deliver to the District the following documents:

- **Agreement – Section 00 52 00,**
- **Faithful Performance Bond – Section 00 61 13. 13**
- **Payment Bond – Section 00 61 14. 16,**
- **Disabled Veterans Business Enterprise Participation Certification, Section 00 45 39,**
- **Certificate of Insurance and Acord Certificate of Liability Insurance – Section 00 62 16**
- **Workers' Compensation Insurance Certificate – Section 00 45 26,**
- **Contractor's Certificate Regarding Non-Asbestos Containing Materials – Section 00 62 23,**
- **Drug Free Workplace Certification – Section 00 45 46,**
- **Criminal Background Investigation/Fingerprinting Certification, Section 01 30 00-44**
- **All other Project Documents required by the Information to Bidders to be executed and delivered to the District at that time.**

The Bidder further agrees to commence the work required under the Agreement within one (1) day after the District delivers to the Bidder a "Notice to Proceed" with the Project, which notice shall be in such form and content as determined by the District unless otherwise specified in the Agreement. The District may, at its discretion, indicate in the Notice to Proceed a later date for the Bidder to commence the work required under the Agreement.

10. **Delivery of Notices to Bidder.** Written communications conveying acceptance of bid, requests for additional information or other correspondence should be mailed, delivered, faxed or e-mailed to the Bidder at the addresses set forth in Section 1 above.

11. **Principals of Bidder.** The name of all of the Bidder's shareholders, partners, members or other persons having an ownership interested in the Bidder or otherwise having an interest as principals in this bid or in the Bidder are as follows:

PlayPower, Inc.- Parent Company 100%

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*(Attach additional sheets if necessary)*

12. **Assignment of Rights.** In submitting this bid, the Bidder offers and agrees (as required by Public Contract Code Section 7103.5(b) and Government Code Section 4552) that if the bid is accepted, the Bidder will assign to the District all rights, title and interest in and to all causes of action the Bidder may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Sections 16700 *et seq.*) arising from purchases 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 under the Agreement, without further acknowledgement by the Bidder or the District.

13. **Bidder's License.** The Bidder hereby represents and warrants that (a) it has been issued a California State Contractor's License, (b) the number and class of that license are accurately set forth in Section 1 above, (c) the license is in full force and effect and will remain in full force and effect throughout the term of the Agreement, (d) the license entitles the Bidder to perform and otherwise provide the work required under the Agreement and the other Project Documents, and (e) any and all subcontractors to be employed or engaged by the Bidder will have appropriate licenses.

14. **Compliance with Immigration Reform and Control Act.** The Bidder hereby certifies that it is, and at all times during the term of the Agreement shall be, in full compliance with the provisions of the Federal Immigration Reform and Control Act of 1986 (Public Law 99-603) ("IRCA") in the hiring of its employees, and the Bidder shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the IRCA.

15. **Financial Information**. If requested by the District, the Bidder shall furnish financial statements (in addition to any which may be enclosed herewith pursuant to Section 7.5 above), references, and other information required by the District sufficiently comprehensive to permit the District to appraise the Bidder's ability to perform the obligations required under the Agreement and the other Project Documents.

16. **Warranty Regarding Completion Date**. The Bidder hereby warrants that if the District awards the contract to the Bidder, the Bidder shall cause all work required under the Project Documents to be completed by the Completion Date identified in the Notice. Time is of the essence. The Bidder agrees that failure to complete said work by that Completion Date will result in the imposition of liquidated damages in the amounts specified in indicated in Section 00 52 00 – Agreement.

17. **Change Orders**. All requests for information, requests for clarification, requests for interpretation, and proposed change orders must be submitted in the form(s) set forth in the Project Documents and must otherwise comply with the provisions of Articles 15 and 16 of the General Conditions. The amount of allowable charges submitted pursuant to a change order shall be limited to the charges allowed under Article 16 of the General Conditions. Indirect, consequential and incidental costs, project management costs, extended home office and field office overhead, administrative costs and profit and other charges not specifically authorized under Articles 16 and 21 of the General Conditions will not be allowed.

The undersigned hereby declares that all of the representations of this bid are made under penalty of perjury under the laws of the State of California.



**PIGGYBACK/OTHER PUBLIC AGENCIES.** Pursuant to Public Contract Code Sections 20118 and 20652 and other applicable provisions, other public agencies, including school districts and community colleges in the State of California, may acquire items identified in this bid under the same terms and conditions of this bid. If so, the District waives its rights for a warrant to be drawn in its favor or for any reasonable costs, and direct each public agency to work directly with the successful bidder.

Bidder must initial here to acknowledge this piggyback provision: DS

Dated: September 27, 2021

Name of Bidder: Shade Structures, Inc. dba USA SHADE & Fabric Structures

By: David Schneider  
(Signature of the person signing on behalf of Bidder, or printed name of corporation or other entity signing on behalf of Bidder)

Name: David Schneider  
(Printed name here)

Title: Vice President  
(i.e., President, General Partner, etc.)