

# FUENTE NUEVA CHARTER SCHOOL

## INVITATION FOR BIDS

**Proposition 39  
Furnace Replacement  
Bid No. 17-002**

DEADLINE FOR SUBMITTING BIDS: 2:00pm, March 3, 2017

All bids must be submitted in person or by mail to:

**Allison Campbell, Project Manager  
Redwood Coast Energy Authority (RCEA)  
633 3<sup>rd</sup> Street  
Eureka, CA, 95501**

### **Mandatory Bidder's Site Visit**

A mandatory bidder's site visit will be held to acquaint all prospective bidders with the Contract Documents and the Project site. Failure to attend the conference may result in the disqualification of the bid of the non-attending bidder.

**Date:** February 9, 2017  
**Time:** 2:30pm  
**Location:** Fuente Nueva Charter School  
1730 Janes Rd  
Arcata, CA 95521

**Contacts:** Allison Campbell, Project Manager  
[acampbell@redwoodenergy.org](mailto:acampbell@redwoodenergy.org)  
(707)269-1700

Beth Wylie, Director  
[bwylie@fuentenueva.org](mailto:bwylie@fuentenueva.org)  
(707)822-3348

## **OVERVIEW**

---

Fuente Nueva Charter School is soliciting bids from interested contractors to implement HVAC improvements at their campus. The goal of the project is to reduce energy use at the school site. The expected work product is to install identified capital improvements that will reduce the overall energy usage and comply with California Energy Commission (CEC) guidelines for the use of Proposition 39 funding.

The District seeks a contractor to complete the following:

- Replace 7 existing 80% efficient wall furnaces with 96% efficient condensing furnaces

A proposed schedule indicating the timeline for this solicitation is presented below.

## **SCHEDULE**

---

The following is a schedule of significant events and deadlines:

Issue Date	<b>Friday, January 20, 2017</b>
Mandatory pre-bid site visit:	<b>2:30 pm, Thursday, February 9, 2017</b>
Bids due:	<b>By 2:00 pm, Friday, March 3, 2017</b>
Public bid opening:	<b>After 2:00 pm, Friday, March 3, 2017</b>
Anticipated bid award date:	<b>Thursday, March 9, 2017</b>
Installation start date:	<b>April 17 – 21, 2017</b> (Spring Break)
Installation complete:	<b>no later than April 21, 2017</b>

**Table of Contents**

---

**OVERVIEW .....1**

**SCHEDULE .....1**

**NOTICE INVITING BIDS FUENTE NUEVA CHARTER SCHOOL PROPOSITION 39  
FURNACE REPLACEMENT PROJECT.....3**

**SCOPE OF WORK.....5**

**INSTRUCTIONS TO BIDDERS .....7**

**BID PROPOSAL FORM.....15**

**APPENDIX 1: FUENTE NUEVA CHARTER SCHOOL SITE MAP.....25**

**NOTICE INVITING BIDS**  
**Fuente Nueva Charter School**  
**Proposition 39 Furnace Replacement Project**

---

1. Notice is hereby given that the Governing Board of the Fuente Nueva Charter School (“District”), of the County of Humboldt, State of California, will receive sealed bids for the Proposition 39 Furnace Replacement Project (“Project”) up to, but not later than 2:00 p.m. on March 3, 2017 and will thereafter publicly open and read aloud the bids. **All bids shall be received at the office of Redwood Coast Energy Authority (“RCEA”), 633 Third Street, Eureka, California.**
2. 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 plans and specifications, and all other Contract Documents. Copies of the Contract Documents are available for examination at RCEA, 633 3<sup>rd</sup> Street, Eureka, California, and at the RCEA website <http://www.redwoodenergy.org/opportunities/bid-opportunities>, and may be obtained by licensed contractors upon request.
3. Each bid shall be accompanied by cash, a cashier's or certified check, or a bidder's bond executed by a surety licensed to do business in the State of California as a surety, made payable to the District, in an amount not less than ten percent (10%) of the maximum amount of the bid. The check or bid bond shall be given as a guarantee that the bidder to whom the contract is awarded will execute the Contract Documents and will provide the required payment and performance bonds and insurance certificates within ten (10) days after the notification of the award of the contract.
4. 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.
5. 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.
6. The substitution of appropriate securities in lieu of retention amounts from progress payments in accordance with Public Contract Code §22300 is permitted.
7. 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 contractor 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.
8. No bid may be withdrawn for a period of sixty (60) days after the date set for the opening for bids except as provided by Public Contract Code §§5100 *et seq.* The District reserves the right to reject any and all bids and to waive any informalities or irregularities in the bidding.

9. Minority, women, and disabled veteran contractors are encouraged to submit bids. This bid is \_\_\_/ is not\_X\_\_ 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: C-20 – Warm-Air Heating, Ventilating, and Air-Conditioning Contractor.
12. Mandatory Bidder's Site Visit. A mandatory bidders' site visit will be held at Fuente Nueva Charter School on February 9, 2017 at 2:30 pm. for the purpose of acquainting all prospective bidders with the Contract Documents and the Project site. Failure to attend the conference may result in the disqualification of the bid of the non-attending bidder.

#### FUENTE NUEVA CHARTER SCHOOL

By: Beth Wylie, Director

DATED: January 20, 2017

Publication Dates: 1) January 26, 2017 2) February 2, 2017

## SCOPE OF WORK

---

Fuente Nueva Charter School (“District”) is soliciting bids from licensed and qualified contractors for the following scope of work at the school campus in Arcata, California.

**1. Replace seven (7) existing 80% AFUE wall furnaces with 96% AFUE condensing furnaces and install seven (7) Wi-Fi enabled smart thermostats on the new furnaces.**

Specific Location	Description of Measure	Output BTU
Classrooms 1-4, and 6-8	Replace seven (7) existing 80% AFUE furnaces with (7) 96% AFUE furnaces. Model MUST BE Lennox EL296UH070XV36B two stage 96% efficient variable speed model.	66,000
Classrooms 1-4, and 6-8	Install seven (7) Wi-Fi enabled smart thermostats on the new furnaces (to be provided by District).	n/a

- a. Location
  - i. Furnaces to be replaced are located in Classrooms 1-4, and 6-8. See Appendix 1 for a Site Map.
- b. Demolition
  - i. Remove existing furnaces and associated venting. Existing duct work (if present) to remain in place.
  - ii. Ensure proper disposal of removed units.
- a. Mechanical
  - i. Provide and install seven (7) new 96% AFUE furnaces with BTU output indicated in above table. Existing ductwork (if present) shall be used with minimum modifications.
  - ii. Model must be Lennox EL296UH070XV36B in order to match other furnace in Classroom 5 already in use.
  - iii. Provide and install new PVC venting. Modify and seal openings as required.
  - iv. Provide new transitions and adapters, as required.
- b. Temperature Controls
  - i. Remove existing thermostats and ensure proper disposal.
  - ii. Connect new furnaces to new programmable thermostats and ensure proper operations.
  - iii. Fuente Nueva Charter School to provide for each seven (7) furnaces: Honeywell Wi-Fi 7-Day Programmable Touchscreen Thermostat – RTH8580WF.
- c. Electrical
  - i. Disconnect and reconnect power in the same location.
- d. Structural
  - i. Proposed furnace weight should not exceed existing furnace weight.
  - ii. Provide support as needed.

- iii. Provide and install for each seven (7) furnaces: sheet metal cabinet surround with 1” sound liner insulation and access panel for noise reduction. Cabinet fabricated from pre-painted 24 gauge metal.
- e. Reporting
  - i. Report costs and other information as needed to meet Prop 39 reporting requirements.
  - ii. Provide invoices, permit number and other information as needed to meet PG&E rebate requirements.
- f. Title 24
  - i. System must comply with 2016 Building Energy Efficiency Standards (Title 24, Section 6)

**2. Coordinate with the District and Redwood Coast Energy Authority to ensure adherence to Proposition 39 program guidelines.**

- a. All project services will comply with Proposition 39: California Clean Energy Jobs Act – 2016 Program Implementation Guidelines, which can be found at <http://www.energy.ca.gov/2016publications/CEC-400-2016-005/CEC-400-2016-005-CMF.pdf>.
- b. Contractor commits to prompt communication of change orders prior to execution to ensure Proposition 39 compliance.

**3. In addition to completing the scope defined in (1) and (2):**

- a. Purchase all needed materials and equipment.
- b. Verify all furnaces are operational seven (7) days post installation. If not operational, correct and verify.
- c. Provide briefing on the installed equipment and proper operation to school facilities manager.
- d. Ensure all removed equipment is properly disposed of.
  - i. Proposition 39 does not require proof of proper disposal. However, the program does suggest following state or county regulations.
  - ii. See Section 40 of the General Conditions for further details.

## **INSTRUCTIONS TO BIDDERS**

---

Each response to this Invitation for Bids submitted to the District for the Proposition 39 Furnace Replacement Project (“Project”) shall be in accordance with the following instructions and requirements, which are part of the Contract Documents for this Project.

1. Deadline for Receipt of Bids. Each bid shall be sealed and submitted to the Redwood Coast Energy Authority, 633 3<sup>rd</sup> Street, Eureka, no later than 3:00 p.m. on March 3, 2017. The District suggests that bids be hand delivered in order to ensure their timely receipt. Any bids received after the time stated, regardless of the reason, shall be returned, unopened, to the bidder.

## **SUBMITTAL OF REPSONSES**

**Proposals shall be received at the RCEA office at or before 2:00 P.M., on March 3, 2017.**

ALL MAILED PROPOSALS SHALL BE ADDRESSED AS FOLLOWS:

BID NO. 17-002  
Attn: Allison Campbell, Project Manager  
Redwood Coast Energy Authority  
633 3<sup>rd</sup> Street  
Eureka, CA 95501

The envelope shall also indicate the name and address of the submitting firm, with “DO NOT OPEN UNTIL BID OPENING” on the front of the envelope.

HAND DELIVERED COURIER OR PACKAGED DELIVERED SERVICE SHALL BE DELIVERED DIRECTLY TO:

Redwood Coast Energy Authority  
633 3<sup>rd</sup> Street  
Eureka, CA 95501

2. Mandatory Bidders’ Site Visit. A mandatory pre-bid site visit and a question forum will be held on February 9, 2017 at 2:30 p.m. local time for the purpose of acquainting all prospective bidders with the Contract Documents and the Project site. This will be the bidder’s time to look at the installation site and ask any questions about the project.

The pre-bid site visit will begin at the following location:

Fuente Nueva Charter School



1730 Janes Rd  
Arcata, CA 95521

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 the Business Manager at the address specified for receipt of bid proposals. These requests shall be submitted to the Business Manager 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.
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. Bid proposals shall be accompanied by a certified or cashier's check or bid bond for an amount not less than ten percent (10%) of the bid amount, payable to the District. A bid bond shall be secured from an admitted surety company, licensed in the State of California, and satisfactory to the District. The bid security shall be given as a guarantee that the bidder will enter into the Contract if awarded the work, and in the case of refusal or failure to enter into the Contract within ten (10) calendar days after notification of the award of the Contract or failure to provide the payment and performance bonds and proof of insurance as required by the Contract Documents, the District shall have the right to award the Contract to another bidder and declare the bid security forfeited. The District reserves the right to pursue all other remedies in law or equity relating to such a breach including, but not limited to, seeking recovery of damages for breach of contract. Failure to provide bid security, or bid security in the proper amount, shall result in rejection of the bid.
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 declare the bidder's bid deposit or bond forfeited as liquidated damages, and 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 seven 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 on the plans and specifications are approximate. The District reserves the right to increase or decrease quantities as desired.
18. Prices. Bidders must quote prices F.O.B. Fuente Nueva Charter School unless otherwise noted. Prices should be stated in the units specified and bidders should quote each item separately.
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 Scope of Work. All data substantiating the proposed substitute as an "equal" item shall be submitted with the written request for substitution. Substitutions for products qualifying for rebates must meet the same qualifications. The District and its representatives reserve 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. By law it is the District's responsibility to determine whether a contractor must provide fingerprint certification. Pursuant to Education Code §45125.2, the District considers the totality of the circumstances in order to determine if fingerprinting of employees of a contractor working on a school site is required. Factors to be considered include the length of time the contractor's employees are on school grounds, whether students are in proximity to the location where the contractor's employees are working, and whether the contractor's employees are working alone or with others.
33. Disabled Veterans Participation Goals. In accordance with Education Code §17076.11, this District has a participation goal for disabled veteran business enterprises ("DVBE") of at least 3 percent per year of the overall dollar amount of funds allocated to the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the District. Prior to, and as a condition precedent for final payment under the Contract for the project, the Contractor shall provide appropriate documentation to the District identifying the amount paid to DVBE in conjunction with the contract, so that the District can assess its success at meeting this goal. The Office of Small Business and DVBE Certification (OSDC), (916) 375-4940, [www.pd.dgs.ca.gov/smbus/default.htm](http://www.pd.dgs.ca.gov/smbus/default.htm), is an information resource to assist bidders in locating Disabled Veteran Business Enterprises. (Please note: while the OSDC may be used as a resource, the DVBE Program administered by OSDC applies to state contracts, not local agency (school district) contracts.)
34. Labor Compliance Program. 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 sites 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.
35. 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:

  X  (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.

      (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.

      (c) 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 p.m. 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 p.m. 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.

**BID PROPOSAL FORM**

---

Governing Board  
Fuente Nueva Charter School

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 Fuente Nueva Charter School Furnace Replacement Project (“Project”), and having accurately completed the Bidder’s Questionnaire, 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:

BID:

For the sum of: \_\_\_\_\_ 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 ten percent (10%) 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:
- 1) Subcontractor List Form
  - 2) Workers' Compensation Certificate
  - 3) Non-Collusion Affidavit
  - 4) Bid Bond (or Cashier's or Certified Check)
  - 5) Bidder's Questionnaire



**2) WORKERS' COMPENSATION CERTIFICATE**

Labor Code §3700 in relevant part provides:

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

I am aware of the provisions of §3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract and will require all Subcontractors to do the same.

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_

*In accordance with Article 5 (commencing at §1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.*

**3) NONCOLLUSION AFFIDAVIT**

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

\_\_\_\_\_, declares 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 \_\_\_\_\_

**4) BID BOND**

We, the Contractor, \_\_\_\_\_ as principal (“Principal”), and \_\_\_\_\_, as surety (“Surety”), are firmly bound unto the Fuente Nueva Charter School (“District”) in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the District for the work described below for the payment of which sum in lawful money of the United States, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by this agreement.

Whereas, the Principal has submitted the accompanying bid (“Bid”) dated \_\_\_\_\_, for the following project (“Project”): Proposition 39 Furnace Replacement.

Now, therefore, if the Principal does not withdraw its Bid within the period specified, and if the Principal is awarded the Contract and within the period specified fails to enter into a written contract with District, in accordance with the Bid as accepted, or fails to provide the proof of required insurance, the performance bond and/or the payment bond by an admitted surety within the time required, or in the event of unauthorized withdrawal of the Bid, if the Principal pays the District the difference between the amount specified in the Bid and the amount for which District may otherwise procure the required work and/or supplies, if the latter amount is in excess of the former, together with all related costs incurred by District, then the above obligation shall be void and of no effect. Otherwise, the Principal and Surety shall pay to the District the penal sum described above as liquidated damages.

Surety, for value received, hereby agrees that no change, extension of time, alteration or addition to the term 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.

In witness whereof the above-bound parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 2016, the name and corporate seal of each corporate Party being hereunder affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

(Corporate Seal)

\_\_\_\_\_  
Principal/Contractor

By \_\_\_\_\_

Title: \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Surety

Attach Attorney-In-Fact Certificate

By \_\_\_\_\_

Title \_\_\_\_\_

*To be signed by Principal and Surety and Acknowledgment and Notary Seal to be attached.*

**5) BIDDER'S QUESTIONNAIRE**

for

Proposition 39 Furnace Replacement Project

TO THE BIDDER:

In making its award, the Governing Board will take into consideration the Bidder's experience, financial responsibility and capability. The following questionnaire is a part of the bid. Any bid received without this completed questionnaire may be rejected as nonresponsive. The Board will use, but will not be limited to, the information provided herein for evaluating the qualifications and responsibility of the bidder and the bidder's organization to carry out satisfactorily the terms of the Contract Document. The questionnaire must be filled out accurately and completely and submitted with the bid. Any errors, omissions or misrepresentation of information may be considered as a basis for the rejection of the bid and may be grounds for the termination of any contract executed as a result of the bid.

A. Description of Bidder's Organization

1. Firm Name \_\_\_\_\_

2. Address \_\_\_\_\_

3. Telephone Number \_\_\_\_\_

4. Type of Organization

a. Corporation? Yes \_\_\_\_ No \_\_\_\_

If yes, list the officers and positions, and the State in which incorporated.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If the Bidder corporation is a subsidiary, give name and address of parent corporation.

b. Partnership? Yes \_\_\_\_ No \_\_\_\_

If yes, list partner names and addresses

General Partners:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Limited Partners:

---

---

---

c. Individual Proprietorship? Yes \_\_\_\_ No \_\_\_\_

If yes, list name and address of proprietor:

---

---

---

B. Nature of Operations

1. How long have you been engaged in the contracting business under your present business name? \_\_\_\_\_
2. How many years of experience does your business have in construction work similar to that called for under this bid? \_\_\_\_\_
3. Have you now contracts, or have you ever contracted, to provide construction for any school district, community college district or county office of education in the State of California? Yes \_\_\_\_ No \_\_\_\_

a. If “yes,” on a separate attached sheet, provide the following information for all construction projects you have had with school districts, community college districts and county offices of education during the last four (4) years:

1. Year contract awarded
2. Type of work
3. Contract completion time called for/actual completion time
4. Contract price
5. For whom performed, including person to call for a reference and telephone number
6. Location of work
7. Number of stop notices filed
8. For each contract, list any lawsuits filed relating to that contract in which you were a defendant or plaintiff
9. Amount of liquidated damages assessed.

b. On a separate attached sheet, provide the following information for all construction contracts of a similar nature as called for in this bid that you have had with entities other than school districts, community college districts and county offices of education during the last four (4) years:

1. Year contract awarded
  2. Type of work
  3. Contract completion time called for/actual completion time
  4. Contract price
  5. For whom performed, including person to call for reference and phone number
  6. Location of work
  7. Number of stop notices filed
  8. For each contract list any lawsuits filed relating to that contract in which you were a defendant or plaintiff
  9. Amount of liquidated damages assessed.
- c. For each construction contract that you have failed to complete within the contract time in the last four years please state the reasons for the untimely performance.

C. Financial and Credit Data

1. If your bid is considered for award, and if requested by the District, will you supply the following data? Yes \_\_\_\_ No \_\_\_\_
  - a. Names and addresses of any banks where you regularly do business.
  - b. The names and addresses of any banks, finance companies, dealers, suppliers, or others where you have notes or loans.
  - c. Give credit references, including at least three trade or industry suppliers with whom you regularly deal.
2. Will you submit on request a balance sheet for the past three (3) years?  
Yes \_\_\_\_ No \_\_\_\_
3. Where have you engaged in the construction business, or any other type of business, in the last five years?

<u>Name of Business</u>	<u>Location</u>	<u>Type of Business</u>	<u>Years in Business</u>
-------------------------	-----------------	-------------------------	--------------------------


If any of the business endeavors referred to above are no longer operating, or you are no longer associated with them, please give brief details:




4. The following surety companies may be contacted as references as to the financial responsibility and general reliability of the bidder:

<u>Surety Name</u>	<u>Contact Person</u>	<u>Phone Number</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

I certify under penalty of perjury that the foregoing is true and correct. Executed at \_\_\_\_\_, California, on \_\_\_\_\_, 2016.

Signature of Bidder \_\_\_\_\_

Name (*print*) \_\_\_\_\_

# Appendix 1: Fuente Nueva Charter School Site Map

