San Francisco Unified School District  
Proposition A Bond Project  
CUPCCAA PROJECT <$45K - $175K>  
Cesar Chavez Elementary School  
Window Shades Installation  
Project Number 11497  
825 Shotwell Street  
San Francisco, CA 94110  
Bid Date: 02/09/2016

CUPCCAA Project Packet

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CUPCCAA Contract Documents  
Updated 01/28/2015
BIDDING DOCUMENTS
NOTICE CALLING FOR BIDS

San Francisco Unified School District
CUPCCAA PROJECT

BIDS DUE: Tuesday 02/09/2016 AT 2:00PM

At 135 Van Ness Avenue – Room 209, San Francisco, CA 94102

For

WINDOW SHADES INSTALLATION AT CESAR CHAVEZ ES SFUSD PROJECT # 11497

The San Francisco Unified School District is requesting bids for Window Shades Installation at Cesar Chavez ES, SFUSD PROJECT # 11497

SCOPE OF WORK: The Project is generally described as:

Demolition of existing shades and installation of new window shades at Cesar Chavez Elementary School, 825 Shotwell Street, San Francisco, CA 94110

The estimated construction value of the Work is $80,000.00.

A mandatory Pre-bid Conferences will be held on Tuesday, 02/02/2016 AT 1:00PM Cesar Chavez Elementary School, 825 Shotwell Street, San Francisco, CA 94110

Bidders must attend the pre-bid meeting(s) to qualify to bid on this project.

BID DOCUMENTS: Bidding documents, drawings and specifications for the Window Shades Installation at Cesar Chavez ES, SFUSD PROJECT # 11497 can be downloaded from the District website at:


LICENSE REQUIREMENTS: Contractor’s license required for this work: Class B, General Building Contractor.

ALL BIDDERS MUST SUBMIT THE FOLLOWING DOCUMENTS BY THE BID DUE DATE AND TIME:

- Signed Bid Form
- Bid Bond or Bid Security for 10% of the Bid Value
- Completed Subcontractor List (if applicable)
- Non-Collusion Affidavit

LATE BIDS WILL NOT BE ACCEPTED

THE DISTRICT WILL ONLY ACCEPT BIDS FROM BIDDERS WHO ARE CURRENTLY ON THE SFUSD’S APPROVED CUPCCAA CONTRACTOR LIST.

Project Manager: Narayan Naidu, 415-654-4961
CUPCCAA INSTRUCTIONS TO BIDDERS

1. **Contractor’s License.** In accordance with the provisions of California Public Contract Code § 3300, the District requires that Bidders possess the requisite, current, valid California Contractors License(s) at the time of Bid. The successful bidder must maintain the requisite license throughout the duration of the contract. All subcontractors must have an active and valid California Contractor’s License issued by the Contractor’s State License Board at the time that the Contract for the Work is awarded, and must maintain the license throughout the duration of the contract.

2. **Contractor’s Registration with the California Department of Industrial Relations.** A contractor or subcontractor is not qualified to bid on, or be listed in a bid proposal, subject to the requirements of Section 4104 of the California Public Contract Code, or engage in the performance of any contract for public work, as defined by the California Labor Code, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5. However, it is not a violation of law if an unregistered contractor submits a bid that is authorized by California Business and Professions Code section 7029.1 or by Section 20103.5 of the California Public Contract Code, provided the contractor is registered to perform public work pursuant to California Labor Code section 1725.5 at the time the contract is awarded. A contract entered into with any contractor or subcontractor in violation of subdivision (a) of California Labor Code section 1771.1 is subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the District, contractor, or any subcontractor to comply with the requirements of California Labor Code section 1725.5 or Labor Code section 1771.1. This instruction applies to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. The District will not accept or open a bid proposal submitted on or after March 1, 2015 from an unregistered contractor, nor will the District enter into any contract for public work as defined by the California Labor Code with an unregistered contractor on or after April 1, 2015.

3. **Bid Proposal Preparation.** All information required by the bid forms must be completely and accurately provided, without qualifications or alternates (unless called for), and with duly authorized signature in ink. Numbers shall be stated in both words and figures where so indicated in the bid forms. Partially completed Bid Proposals may be deemed non-responsive. Bid Proposals submitted on other than the bid forms included herein are non-responsive and will be rejected. Bid Proposals not conforming to these Instructions for Bidders and the Notice to Contractors Calling for Bids ("Call for Bids") may be rejected as non-responsive. In cases where there is a discrepancy between the words and figures, the District shall take the lower of the two.

4. **For Questions regarding obtaining Bid Documents contact:**

   Prop A Bond Program Department, San Francisco Unified School District  
   135 Van Ness Avenue  
   San Francisco, CA 94102  
   Tel: 415.241.6152 ext. 1528, Fax: 415.241.6148  
   Contact: Fe Bongolan  
   Email: BongolanF@sfusd.edu

CUPCCAA - Instruction to Bidders  
Updated 01/19/2015
All questions about the meaning or intent of the Contract Documents are to be directed in writing to the District contact above. Interpretations or clarifications considered necessary by the District in response to such questions will be issued in writing by Addenda emailed or delivered to all parties recorded by the District as having received the Contract Documents. Questions received less than seven (7) days prior to the date for opening Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5. **Date and Time of Bid Proposal Submittal.** The District will place a date/time stamp machine in a conspicuous location at the place designated for submittal of Bid Proposals. A Bid Proposal is submitted only if the outer envelope containing the Bid Proposal is stamped by the District's date/time stamp machine; Bid Proposals not so stamped as timely received will be rejected and returned to the Bidder unopened. The date/time stamp is controlling and determinative as to the date and time of the District’s receipt of the Bid Proposal. The foregoing notwithstanding, whether or not Bid Proposals are opened exactly at the time fixed in the Call for Bids, no Bid Proposals shall be received or considered by the District after it has commenced the public opening and reading of Bid Proposals; Bid Proposals submitted after such time are non-responsive and will be returned to the Bidder unopened.

6. **Bid Guarantee.** Each Bid Proposal shall be accompanied by Bid Security in the form of: (a) cash, (b) a certified or cashier's check made payable to the District or (c) an original Bid Bond in favor of the District executed by the Bidder as a principal and a Surety as surety (the "Bid Security") in an amount not less than ten (10%) percent of the amount of the Total Base Bid. Any Bid Proposal submitted without the required Bid Security is non-responsive and will be rejected. If the Bid Security is in the form of a Bid Bond, the Bidder's Bid Proposal shall be deemed responsive only if the Bid Bond Surety is an Admitted Surety Insurer under California Code of Civil Procedure § 995.310, et. seq. Any condition or limitation placed upon a check submitted as herein required, may result in the rejection of the bid for which said check or bond is submitted. Said check or Bid Bond shall be a guarantee that the bidder, if awarded the contract, will execute and deliver the required CONTRACTS, BONDS, INSURANCE, and SCHEDULES within the time required by the letter requesting execution of the contract (including, Saturdays, Sundays and legal Holidays).

The Bid Security for the three lowest responsible bidders will be returned to the bidders after a construction contract has been signed. Should the apparent lowest responsible bidder fail or refuse to enter into the contract or fail to furnish the required payment and performance bonds, the bidder shall forfeit the bid security.

If a Bid Bond is submitted, the attorney-in-fact who executes the bond on behalf of the Surety shall attach to the Bond a certified, current copy of its Power of Attorney, and an acknowledgment from a notary that the Attorney in Fact is the one signing the bond.

7. **Documents Accompanying Bid Proposal.** The following forms need to be completed and signed with the submission of the bid:
   a. Bid Form with proper acknowledgement of Addenda
   b. Non-Collusion Declaration
8. **Modifications.** Changes to the bid forms that are not specifically called for or permitted may result in the District's rejection of the Bid Proposal as being non-responsive. No oral or telephonic modification of any submitted Bid Proposal will be considered. A written modification may be considered only if received by the District prior to the scheduled closing time for receipt of Bid Proposals and the public opening thereof.

9. **Erasures; Inconsistent or Illegible Bid Proposals.** Bid Proposals must not contain any erasures, interlineations or other corrections unless the same are suitably authenticated by affixing in the margin immediately opposite such erasure, interlineation or correction the surname(s) of the person(s) signing the Bid Proposal. Any Bid Proposal not conforming to the foregoing may be deemed by the District non-responsive. If any Bid Proposal or portions thereof is determined by the District to be illegible, ambiguous or inconsistent, whether by virtue of any erasures, interlineations, corrections or otherwise, the District may reject such Bid Proposal as non-responsive.

10. **Examination of Site and Contract Documents.** Each Bidder shall, at its sole cost and expense, inspect the Site and become fully acquainted with the Contract Documents and conditions affecting the Work. The failure of a Bidder to receive or examine any of the Contract Documents or to inspect the Site shall not relieve such Bidder from any obligation with respect to the Bid Proposal, or the Work required under the Contract Documents. The District assumes no responsibility or liability to any Bidder for, nor shall the District be bound by, any understandings, representations or agreements of the District's agents, employees or officers concerning the Contract Documents or the Work made prior to execution of the Contract which are not in the form of Bid Addenda duly issued by the District. The submission of a Bid Proposal shall be deemed prima facie evidence of the Bidder's full compliance with the requirements of this section.

11. **Withdrawal of Bid Proposal.** Any Bidder may withdraw its Bid Proposal by written request received by the District prior to the scheduled closing time for the receipt of Bid Proposals and the District's public opening and reading of Bid Proposals.

   a. A bid may not be withdrawn by the bidder following the time and date designated for the receipt of bids, except in accordance with Section 5103 of the Public Contract Code.

   b. A request for modifications must be made in person and bidder must return the bid in a sealed envelope after modifications are made and prior to time and date designated for receipt of bid Withdrawals of bid prior to bid opening shall be in writing, requesting withdrawal of bid.

   c. Withdrawn bids may be resubmitted up to the time and date designated for receipt of bids.

12. **Agreement and Bonds.** The Agreement which the successful Bidder, as Contractor, will be required to execute along with the forms and amounts of the Payment Bond, Performance Bond and other documents and instruments which will be required to be
furnished are included in the Contract Documents and shall be carefully examined by
the Bidder. The required number of executed copies of the Agreement and the form
and content of the Performance Bond and the Payment Bond and other documents or
instruments required at the time of execution of the Agreement are specified in the
Contract Documents.

13. **Interpretation of Drawings, Specifications or Contract Documents.** Any Bidder
who needs clarification regarding the true meaning of any part of the Contract
Documents; finds discrepancies, errors or omissions therein; or finds variances in any
of the Contract Documents with applicable rules, regulations, ordinances and/or laws,
shall submit a written request for an interpretation or correction thereof to the District.
It is the sole and exclusive responsibility of the Bidder to submit such request not less
than seven (7) days prior to the scheduled closing date for the receipt of Bid Proposals.
Interpretations or corrections of the Contract Documents will be by written addendum.
No person is authorized to render an oral interpretation or correction of any portion of
the Contract Documents to any Bidder, and no Bidder is authorized to rely on any such
oral interpretation or correction. Failure to request interpretation or clarification of any
portion of the Contract Documents pursuant to the foregoing is a waiver of any
discrepancy, defect or conflict therein.

14. **District's Right to Modify Contract Documents.** Before the public opening and
reading of Bid Proposals, the District may modify the Work, the Contract Documents, or
any portion(s) thereof by the issuance of written addenda disseminated to all Bidders
who have obtained a copy of the Specifications, Drawings and Contract Documents
pursuant to the Call for Bids. If the District issues any addenda during the
bidding, the failure of any Bidder to acknowledge such addenda in its Bid
Proposal will render the Bid Proposal non-responsive and rejected.

15. **Bidders Interested in More Than One Bid Proposal; Non-Collusion Affidavit.** No
person, firm, corporation or other entity shall submit or be interested in more than one
Bid Proposal for the same Work; provided, however, that a person, firm or corporation
that has submitted a sub proposal to a Bidder or who has quoted prices for materials to
a Bidder is not thereby disqualified from submitting a sub proposal, quoting prices to
other Bidders or submitting a Bid Proposal for the proposed Work to the District. The
form of Non-Collusion Affidavit included in the Contract Documents must be completed
and duly executed on behalf of the Bidder; failure of a Bidder to submit a completed
and executed Non-Collusion Affidavit with its Bid Proposal may render the Bid Proposal
non-responsive.

16. **Award of Contract.**

   a. **Waiver of Irregularities or Informalities.** The District reserves the right to
      reject any and all Bid Proposals or to waive any irregularities or informalities in
      any Bid Proposal or in the bidding.

   b. **Award to Lowest Responsive Responsible Bidder.** The award of the
      Contract, if made by the District through action of its Board of Education, will be
to the responsible Bidder submitting the lowest responsive Bid Proposal on the
basis of the Total Base Bid.
c. **Alternate Bid Items.** The District may add or deduct from the contract any of the additive or deductive items after the lowest responsible bidder has been determined. The bidder further agrees that, should additional construction funds become available to the District, alternates not selected by the District at the time of award may be incorporated into the contract by change order, based on the bidder’s original alternate amount named on the Bid Form within 3 months from the date of the award by the Board of Education.

d. **Responsive Bid Proposal.** A responsive Bid Proposal shall mean a Bid Proposal which conforms, in all material respects, to the Bid and Contract Documents.

e. **Responsible Bidder.** A responsible Bidder is a Bidder who has the capability in all respects to perform fully the requirements of the Contract Documents and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered: (i) the ability, capacity and skill of the Bidder to perform the Work of the Contract Documents; (ii) whether the Bidder can perform the Work promptly and within the time specified, without delay or interference; (iii) the character, integrity, reputation, judgment, experience and efficiency of the Bidder; (iv) the quality of performance of the Bidder on previous contracts, (v) the previous and existing compliance by the Bidder with laws and ordinances relating to contracts; (vi) the sufficiency of the financial resources and ability of the Bidder to perform the work of the Contract Documents; (vii) the quality, availability and adaptability of the goods or services to the particular use required; (viii) the ability of the Bidder to provide future maintenance and service for the warranty period of the Contract; (ix) whether the Bidder is in arrears on debt or contract or is a defaulter on any surety bond; (x) such other information as may be secured by the District having a bearing on the decision to award the Contract, to include without limitation the ability, experience and commitment of the Bidder to properly and reasonably plan, schedule, coordinate and execute the Work of the Contract Documents and whether the Bidder has ever been debarred from bidding or found ineligible for bidding on any other public project.

17. **Subcontractors.**

a. **Designation of Subcontractors List.** Each Bidder shall submit on its CUPCCAA Bid Form a list of its proposed Subcontractors doing work amounting to over one half (1/2) of one percent (1%) of the total bid, as required by the Subletting and Subcontracting Fair Practices Act (California Public Contract Code §§ 4100 to 4114 et seq.) on the form furnished. Every bidder shall set forth the following in its bid:

b. The portion of the work that will be done by each subcontractor. 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, then Bidder agrees to perform that portion with its own forces. The successful Bidder shall not, without written consent of the District either;

(1) Substitute any person as subcontractor in place of the subcontractor designated in the original bid as per Public Contract Code section 4107,
(2) Sublet or subcontract any portion of the work in excess of one half (1/2) of one percent (1%) of the total bid for which its original bid did not designate a subcontractor.

c. Each Bidder is put on notice that an inadvertent error in listing a subcontractor who is not registered pursuant to California Labor Code section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(i) The subcontractor is registered prior to the bid opening.
(ii) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of California Labor Code section 1725.5.
(iii) The subcontractor is replaced by another registered subcontractor pursuant to California Public Contract Code section 4107.

d. Work of Subcontractors. All Bidders are referred to the Contract Documents and the notation therein that all Contract Documents are intended to be complimentary and that the organization or arrangements of the Specifications and Drawings shall not limit the extent of the Work of the Contract Documents. Accordingly, all Bidders are encouraged to disseminate all of the Specifications, Drawings and other Contract Documents to all persons or entities submitting sub-bids to the Bidder. The omission of any portion or item of Work from the Bid Proposal or from the sub-bidders' sub-bids which is/are necessary to produce the intended results and/or which are reasonably inferable from the Contract Documents is not a basis for adjustment of the Contract Price or the Contract Time.

e. Subcontractor Bonds. In accordance with California Public Contract Code §4108, if a Bidder requires a bond or bonds of its Subcontractor(s), whether the expense of procuring such bond or bonds are to be borne by the Bidder or the Subcontractor(s), such requirements shall be specified in the Bidder's written or published request for sub-bids. Failure of the Bidder to comply with these requirements shall preclude the Bidder from imposing bonding requirements upon its Subcontractor(s) or rejection of a Subcontractor's bid under California Public Contract Code §4108(b).

18. Workers' Compensation Insurance. Pursuant to California Labor Code §3700, the successful Bidder shall secure Workers' Compensation Insurance for its employees engaged in the Work of the Contract. The successful bidder shall sign and deliver to the District a certificate prior to performing any of the Work under the Contract:

a. The form of such Certificate is included as part of the Contract Documents.

19. Bid Security Return. The Bid Security of three or more low Bidders, the number being solely at the discretion of the District, will be held by the District until posting by the successful Bidder(s) of the bonds, certificates of insurance required and return of
executed copies of the Agreement,, at which time the Bid Security of such other Bidders will be returned to them.

20. **Forfeiture of Bid Security.** If the Bidder awarded the Contract fails or refuses to execute the Agreement within seven (7) calendar days from the date of receiving notification that it is the Bidder to whom the Contract has been awarded, the District may declare the Bidder's Bid Security forfeited as damages caused by the failure of the Bidder to enter into the Contract and may thereupon award the Contract for the Work to the responsible Bidder submitting the next lowest priced Bid Proposal or may call for new bids, in its sole and exclusive discretion.

21. **Contractor's License.** No Bid Proposal will be considered from a Bidder who, at the time Bid Proposals are opened, is not licensed to perform the Work of the Contract Documents, in accordance with the Contractor’s License Law, California Business & Professions Code §§ 7000 et seq. This requirement is not a mere formality and will not be waived by the District or its Board of Education. The required California Contractor's License classification(s) for the Work is set forth in the Call for Bids.

22. **Anti-Discrimination.** It is the policy of the District that there be no discrimination against any prospective or active employee engaged in the Work because of race, color, ancestry, national origin, religious creed, sex, age or marital status. All Bidders agree to comply with the District’s anti-discrimination policy and all applicable Federal and California anti-discrimination laws including but not limited to the California Fair Employment & Housing Act beginning with California Government Code §§ 12940 et seq. and California Labor Code § 1735. In addition, all Bidders agree to require like compliance by any Subcontractor employed by them on the Work of the Contract.

23. **Prevailing Wage.** BIDDERS ARE HEREBY PUT ON NOTICE THAT ANY PROJECTS AWARDED ON OR AFTER JANUARY 1, 2015 ARE SUBJECT TO COMPLIANCE MONITORING AND ENFORCEMENT BY THE DEPARTMENT OF INDUSTRIAL RELATIONS. The successful bidder shall not pay less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Bidders are advised to inspect the prevailing wage rates (available at www.dir.ca.gov/dlse) for this project. The wage rates may be updated prior to award of the contract and during the course of the project. Any actual or alleged prevailing wage violations on this Project will be reported to the Department of Industrial Relations in accordance with California Labor Code section 1726.

24. **Payroll Document Submission.** The successful bidder will be required to complete and submit documents relating to California Labor Codes. The successful bidder should take cognizance of, and comply with California Labor Code section 1776. Certified payrolls for both the contractor and all subcontractors must be submitted on, or supply all information required by, Public Works Payroll Reporting Form A-1-131 (available at www.dir.ca.gov/dlse) with progress payment requests. For all projects awarded by the District on or after April 1, 2015, successful bidders will be required to submit certified payrolls for both the contractor and all subcontractors directly to the Labor Commissioner and to the District to effect progress payments. On or after January 1, 2016, for all projects, whether new or ongoing, successful bidders will have to submit
certified payrolls for both the contractor and all subcontractors directly to the Labor Commissioner and the District.

25. **Apprenticeship Requirements.** Pursuant to Sections 1777.5 and 1777.7 of the California Labor Code, contracts of specialty contractors not bidding through a general contractor and involving less than twenty (20) working days or $30,000 are exempted from the provisions of Section 1777.5.; this is the same exemption that applies to contracts of general contractors. A subcontractor bidding through a general contractor must comply with Section 1777.5 (no matter how small the subcontract), if the contract between the general contractor and District is covered by Section 1777.5.

26. **False and Misleading Statements.** If the District determines that any information provided by a Bidder

27. **Job-Walk.** The District may conduct a Job-Walk at the time(s) and place(s) designated in the Call for Bids. If attendance at the Job Walk is indicated in the Call for Bids as being mandatory, the failure of any Bidder to have its authorized representative present at the entirety of the Job-Walk will render the Bid Proposal of such Bidder to be non-responsive. Where the Job-Walk is mandatory, a Bidder may have more than one authorized representative and/or representatives of its Subcontractors present at the Job-Walk; provided, however that attendance by representatives of the Bidder's Subcontractors without attendance by a representative of the Bidder shall not be sufficient to meet the Bidder's obligations hereunder and will render the Bid Proposal of such Bidder to be non-responsive.

28. **Bidding Documents.** The Bidding Documents shall be examined carefully, including any addenda. Bidder agrees that it has familiarized itself with them, and that its bid includes all work described in the Project. Failure to acknowledge all addenda shall be grounds for rejection of the bid.

a. Bidders shall immediately notify (in writing) District of any apparent omissions or discrepancies discovered in the Contract Documents. Any request for interpretation of an item in the bid package must be received a minimum of seven (7) days prior to bid opening. Interpretations, clarifications, or changes in the Bidding Documents issued before the bid opening will be in the form of addenda, sent in writing to each known Bidder. It is Bidder’s responsibility to determine if any addenda have been issued prior to submitting its bid.

b. The "Bidding Documents" for this Project shall include:

   - Notice Calling for Bids
   - Instructions to Bidders
   - CUPCCAA Bid Form
   - Non-collusion Affidavit
   - Bidders Security

c. Bidding Documents are provided to bidders for bidding only; no other use is permitted.

d. Base Bids are sums stipulated in Bid Proposals for which bidders offer to perform the work required.
e. Alternate bids are sums which may be added to or deleted from Base Bids for the performance of Alternate Work, as delineated in the Bidding Documents. All requested Alternates should be bid, or the Bid Proposal may be considered non-responsive.

f. Unit Prices are the sums included in the Bid Proposals as cost per unit measure of materials and/or services, as required in the Bidding Documents. Only unit prices that have an estimated quantity tied to them are required to be filled out. If there is a quantity and a unit list on the Bid Proposal, they must be completed for the Bid Proposal to be responsive as the total cost of the quantities times the units will be added to the Base Bid Proposal, plus or minus any alternates to arrive at the Low Bid Proposal.

NO ORAL INTERPRETATION OF THE BIDDING DOCUMENTS WILL BE BINDING.

If awarded the Contract, the "Contract Documents" for this Project shall include and incorporate the following documents (where checked):

| ✔ Form of Contract | ✔ Performance Bond |
| ✔ Exhibit "A" (Scope of Work) | ✔ Payment Bond |
| ✔ Prevailing Wage Certification | ✔ Insurance Certificates and Endorsements |
| ✔ Workers’ Compensation Certification | ✔ District Standards |
| ✔ Criminal Background Investigation Certification | ✔ Format for Proposed Change Order |
| ✔ Drug-Free Workplace Certification | ✔ W-9 |
| ✔ Smoke-Free Workplace Certification | ✔ Business Tax Certificate |
| ✔ Asbestos & Other Hazardous Materials Certification | ✔ Project Plans |
| ✔ Lead-Product(s) Certification | ✔ Special Conditions |

29. Substitution of Specified Items. Pursuant to Public Contract Code §§ 3400(a), any Bidder who has timely submitted a Bid Proposal may submit data to the District to substantiate a request to substitute an "or equal" item for any item specified in the Contract Documents ("Substitution Substantiation Data"). Substitution Substantiation Data may be submitted to the District at any time twenty-four (24) hours after the public opening and reading of Bid Proposals and 5:00 p.m. of the day immediately preceding the date of the District's Board of Education meeting for consideration of the award of the Contract as noted in the

a. Notice of Intent to Award Contract issued by the District pursuant to these Instructions for Bidders. Substitution Substantiation Data submitted by any Bidder with its Bid Proposal will not be considered by the District nor be deemed a submission of Substitution Substantiation Data. Notwithstanding the submission of any Substitution Substantiation Data by any Bidder pursuant to the foregoing, no action will be taken in connection with any Substitution Substantiation Data or request of any Bidder to substitute an "or equal" item for
an item specified in the Contract Documents until after the District's Board of Education has taken action to award the Contract without any conditions or reservations. In addition to the rights conferred hereunder to submit Substitution Substantiation Data after the opening of Bid Proposals and prior to award of the Contract, the Bidder awarded the Contract may request the substitution of "or equal" items for items specified in the Contract Documents upon strict compliance with the applicable terms of the Contract Documents.

30. **Allowances.** Allowances if called for shall be included in the bid.

31. **Public Records.** Bid Proposals and other documents responding to the Call for Bids become the exclusive property of the District upon submittal to the District. At such time as the District opens bids pursuant to these Instructions to Bidders, all Bid Proposals and other documents submitted in response to the Call for Bids become a matter of public record and shall thereupon be considered public records, except for information contained in such Bid Proposals deemed to be Trade Secrets (as defined in California Civil Code § 3426.1) and financial information provided in response to the Statement of Qualifications. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a Bid Proposal deemed exempt from disclosure hereunder, the Bidder submitting the materials sought by such action or proceeding agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys' fees arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials; the District's sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

32. **Drug Free Workplace Certificate.** In accordance with California Government Code §§ 8350 et seq., the Drug Free Workplace Act of 1990, the successful Bidder will be required to execute a Drug Free Workplace Certificate concurrently with execution of the Agreement. The successful Bidder will be required to implement and take the affirmative measures outlined in the Drug Free Workplace Certificate and in California Government Code 8350 et seq. Failure of the successful Bidder to comply with the measures outlined in the Drug Free Workplace Certificate and in California Government Code §§ 8350 et seq. may result in penalties, including without limitation, the termination of the Agreement, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the successful Bidder.

33. **Compliance with Immigration Reform and Control Act of 1986.** The Bidder is solely and exclusively responsible for employment of individuals for the Work of the Contract in conformity with the Immigration Reform and Control Act of 1986, 8 USC §§1101 et seq. (the "IRCA"); the successful Bidder shall also require that any person or entity employing labor in connection with any of the Work of the Contract shall so similarly comply with the IRCA.

34. **Fingerprint Certificate.** In accordance with Education Code § 45125.1, the successful Bidder will be required to execute the Fingerprint Certificate included with the Contract Documents concurrently with the Bidder’s execution of the Agreement. The successful
Bidder shall comply with the terms and requirements of the Fingerprint Certificate and Education Code § 45125.1; failure to comply will result in penalties, including without limitation, termination of the Agreement and the suspension of payments of the Contract Price otherwise due under the Contract Documents.

35. **Bid Protest Procedures.**

a. Any protest of the proposed award of Bid to the bidder deemed the apparent lowest responsible bidder must be submitted in writing to the District, no later than 5:00 pm of the second (2nd) business day following the date of the Bid opening.

b. The initial protest must contain a complete statement of the basis for the protest. The protest must state the facts and refer to the specific portion of the bid documents or the specific statute that form the basis for the protest. The protest must include the name, address, and telephone number of the person representing the protesting party. The protest must be signed and submitted under penalty of perjury.

c. The party filing the protest must concurrently transmit a copy of the initial protest to the bidder deemed the apparent lowest responsible bidder. Fax and email copies are acceptable.

d. The party filing the protest must have actually submitted a Bid on the Project or have been specifically excluded from filing a Bid due to an action by the District. A subcontractor of a party filing a Bid on the Project may not submit a Bid Protest. A party may not rely on the Bid Protest submitted by another Bidder, but must timely pursue its own protest. A party that is not the second apparent lowest responsible bidder must file a bid protest on all apparent low bidders in front of it for its protest to be valid and reviewed for merit.

e. 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 a Bid Protest. The Bidder’s failure to fully comply with these procedures shall constitute a waiver of any right to further pursue a Bid Protest.

f. The District’s Chief Facilities Officer or his designee shall review the Bid Protest and shall issue his or her determination within a reasonable amount of time prior to bid award. The decision shall be final, and the completion of all administrative remedies.

36. **District Standards.** In accordance with California Public Contract Code Section 3400, a designee of the District has made a finding that particular materials, products, things, and/or services are to be designated in the Contract Documents by specific brand or trade name for the following purpose: in order to match other products in use on a particular public improvement either completed or in the course of completion (“District Standards”).

37. **Escrow.** As a condition for approving progress payments, the District requires a 5% retainage to be deducted from each progress payment, unless the District finds the Work to be of sufficient complexity and difficulty to justify increasing retainage to 10%
deducted from each progress payment. In accordance with the provisions of Public Contract Code Section 22300, substitution of eligible and equivalent securities for any monies withheld to ensure performance under this contract will be permitted at the request and expense of the Contractor.

38. **Documents Required for Execution of the Contract.** Once staff completes its processes for determining which bidder submitted the lowest responsive, responsible bid, the selected Contractor must, within five working days, excluding Saturdays, Sundays, and state holidays, execute the Contract and furnish all of the following (on District supplied forms). Please note: All surety bond providers and insurance carriers must hold a valid Certificate of Authority (Admitted in CA) from the California Department of Insurance before the San Francisco Unified School District’s Board of Education will execute the contract:

a. Signed Contract by a person with the authority to bind the parties to the agreement.

b. Performance Bond (Admitted in CA)

c. Payment Bond (Admitted in CA)

d. Certificates of Insurance (Admitted in CA) for:
   
   i. Public Liability Insurance, including Comprehensive General Liability
   
   ii. Automobile Liability
   
   iii. See Section 00700 “General Conditions” for Insurance for Others as Additional Insured and reference the specific project on the certificates
   
   iv. Worker’s Compensation
   
   v. Name San Francisco Unified School District as additional insured / loss payee.
      
      All certificates must give thirty (30) days’ notice to San Francisco Unified School District of insurance policy cancellation or reduction in coverage

  e. W-9 Form
  
  f. Criminal Background check (section 00635)

39. **Business Tax Certificate.** In order to receive an award, a Contractor must have a current Business Tax Certificate from the City and County of San Francisco.

**END OF SECTION**
SAN FRANCISCO UNIFIED SCHOOL DISTRICT  
CUPCCAA BID FORM

FOR REPAIRS, MAINTENANCE OR CONSTRUCTION SERVICES AWARDED PURSUANT TO THE “INFORMAL BIDDING” PROCEDURES OF THE PUBLIC CONTRACT CODE § 22000, ET SEQ. (THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT (“CUPCCAA”) -- INFORMAL BID

PROJECT: Window Shades Installation at Cesar Chavez Elementary School at 825 Shotwell Street, San Francisco, CA 94110

Contractor will perform the Work defined in the Contract Documents and fully understands the scope of Work required in this bid and accepts in full payment for that Work the following total lump sum or TOTAL BASE BID AMOUNT, all taxes included:

<table>
<thead>
<tr>
<th>NAME</th>
<th>LOCATION</th>
<th>CSLB LIC #</th>
<th>DIR REG#</th>
<th>TYPE OF WORK</th>
<th>VALUE</th>
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1. **Work.** Contractor has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this bid, understands the construction and project management function(s) is described in the Contract Documents.

2. **Schedule.** Contractor 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.

3. **Subcontractors.** Contractor shall identify the name, location of the place of business, California Contractor State License Number, DIR Registration Number, and kind of work of each subcontractor that will perform work or labor or render service in or about the construction of the Work or improvement in an amount in excess of one-half of 1 percent (0.5%) of the Contractor's total bid. Use extra sheets/extra space as needed.

4. **Bid Bond.** Contractor shall provide with its bid a certified or cashier's check or bidder's bond for an amount not less than ten percent (10%) of the bid amount. The certified or cashier's check or bid bond shall be made payable to the order of the District. If a bid bond accompanies the proposal, the bond shall be secured by an admitted surety company, licensed...
in the State of California, satisfactory to the District and in the form attached hereto. The certified or cashier's check or bond shall be given as a guarantee that Contractor will enter into the Contract if awarded the Work, and in the case of refusal or failure to enter into the Contract, the District shall have the right to award to another bidder. If Contractor fails or refuses to timely enter into the contract, the District reserves the right to declare the bid bond forfeited and to pursue all other remedies in law or equity relating to such 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, will result in rejection of the bid.

5. **Noncollusion Affidavit.** Contractor shall provide with its bid the Noncollusion Affidavit in the form attached hereto.

6. **License.** Contractor 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. Contractor further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

7. **Bid Protests.** Any bid protest by any Contractor regarding any other bid on this Project must be submitted in writing to the District, before 5:00 p.m. of the SECOND (2ND) business day following the date of bid opening, or the Contractor waives its right to protest. The protest must contain a complete statement of any and all bases for the protest and the Contractor must concurrently transmit a copy of the protest to all other bidders that appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

8. **Addenda.** Receipt and acceptance of the following addenda is hereby acknowledged.

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<th>ADDENDA #</th>
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9. **CONTRACT FORM.** DISTRICT’S CONTRACT FORM IS PART OF THE CONTRACT DOCUMENTS. THE SCOPE OF THE PROJECT IS AS DESCRIBED IN EXHIBIT “A” TO THE CONTRACT. THE SUCCESSFUL CONTRACTOR SHALL, WITHIN SEVEN (7) CALENDAR DAYS OF NOTICE THAT IT HAS BEEN AWARDED THE CONTRACT, BE REQUIRED TO PROVIDE TO THE DISTRICT ALL CERTIFICATIONS, BONDS, INSURANCE DOCUMENTS, CONSTRUCTION SCHEDULE, SUBCONTRACTOR LIST AND ALL OTHER REQUIRED DOCUMENTATION AS INDICATED IN THE CONTRACT.

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

Dated this ______________ day of __________________________ 20 __________

Name of Contractor ________________________________

Signed by ________________________________________

Title of Signer ____________________________________

____________________

CUPCCAA – Bid Form
Updated 01/19/2015
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<tr>
<th>Address of Contractor</th>
<th>Taxpayer's Identification No. of Contractor</th>
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<th>Department of Industrial Relations (DIR) Registration No. of Contractor</th>
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<th>Contractor's License No(s): No.: Class: Expiration Date:</th>
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<th>SFUSD Project No.:11497</th>
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<tr>
<td>School Site: Cesar Chavez Elementary School</td>
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<td>Project Name: Window Shade Replacement</td>
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</table>

**CUPCCAA – Bid Form**
Updated 01/19/2015

Page 3 of 3
BID BOND (SECURITY)

(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, as ___________ as Principal (“Principal”),

and _______________ as Surety (“Surety”),

a corporation organized and existing under and by virtue of the laws of the State of _______ and authorized to do business as a surety in the State of California, are held and firmly bound unto the San Francisco Unified School District (“District”) of the City and County of San Francisco, State of California as Obligee, in the sum of

__________________________ ($ _____________)

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;

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 duty executed by the Principal and Surety above named, on the __________ day of ____________________________ , 20___.

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

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
NON-COLLUSION AFFIDAVIT
Public Bid Code § 7106

TO BE EXECUTED BY CONTRACTOR BIDDER

STATE OF CALIFORNIA )
COUNTY OF ____________________________

__________________________ being first duly sworn

deposes and says that he or she is ____________________________

of ____________________________

the Contractor making the foregoing Bid, 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 proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix its proposal or the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the proposal or the Bid price, or of that of any other Bidder, or to secure any advantage against the District of anyone interested in the proposed Bid; that all statements contained in its proposal and Bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her proposal or the 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 proposal or Bid.

I certify and declare under penalty of perjury under the laws of the State of California that all the foregoing information in this Non-collusion Affidavit is true and correct.

Date: ____________________________

Proper Name of Contractor: ____________________________

Signature: ____________________________

Print Name: ____________________________

Title: ____________________________

(ATTACH NOTARIAL ACKNOWLEDGMENT FOR THE ABOVE SIGNATURE)

END OF DOCUMENT