

Yuba City Unified School District

# **PROPOSAL FORM**

**For  
INFORMAL BID**

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

**PROJECT: Multiple School Telecom System Installation  
Project No.: 030-02-18**

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 amount, all taxes included:

<b>Dollars</b>
<b><i>TOTAL BID (Written Form)</i></b>
<b>\$</b>
<b><i>(Numerical Form)</i></b>

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) as 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.

Pre-Bid Site Walk	Upon Request
Questions Due	Thursday, June 14, 2018 – 4:00 p.m.
Addendum Issued	Friday, June 15, 2018 – 4:00 p.m.
Bid Opening	<b>Wednesday, June 20, 2018 – 2:00 p.m.</b>
Work Schedule	June 27, 2018 thru August 13, 2018

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.

<u>Name</u>	<u>Location</u>	<u>CSLB License No.</u>	<u>DIR Registration No.</u>	<u>Kind of Work</u>

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. **Non collusion Declaration:** Contractor shall provide with its bid the Non collusion Declaration 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:** In lieu of any protest procedures specified in District Administrative Regulation 3311, 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 (2<sup>ND</sup>)** 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.

No.: _____	Date: _____
No.: _____	Date: _____

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 \_\_\_\_\_

Print Name and Title of Signer \_\_\_\_\_

Address of Contractor \_\_\_\_\_

Taxpayer's Identification No. of Contractor \_\_\_\_\_

Department of Industrial Relations (DIR) Registration No. of Contractor \_\_\_\_\_

Telephone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

E-mail \_\_\_\_\_ Web page \_\_\_\_\_

Contractor's License No(s): No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**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 Yuba City Unified School District ("District"), 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 duly 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

**NONCOLLUSION DECLARATION**  
**Public Contract Code Section 7106**

TO BE EXECUTED BY CONTRACTOR AND SUBMITTED WITH BID PROPOSAL

The undersigned declares:

I am the \_\_\_\_\_ **[PRINT YOUR TITLE]**

of \_\_\_\_\_ **[PRINT FIRM NAME]**.

the party making the foregoing Contract.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the following date:

Date: \_\_\_\_\_

Proper Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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