



Newport-Mesa

Unified School District

BID NO. 116-25

Custom Printed Fence Screening

DATE ISSUED:

May 16, 2025

DATE DUE:

June 11, 2025 BY 2:00 P.M.

BUYER:

Jonathan Geiszler

NEWPORT MESA UNIFIED SCHOOL DISTRICT
2985 Bear St. Bldg. A
Costa Mesa, CA 92626
(714) 424-5000

BID # 116-25
Custom Printed Fence Screening

Date and Time of Bid Opening: June 4, 2025, at 2:00 PM PST

Place of Bid Receipt: Purchasing Department, Bldg. A
Newport Mesa Unified School District
2985 Bear St.
Coast Mesa, CA 92626

NOTICE IS HEREBY GIVEN that the Newport Mesa Unified School District (the "District"), pursuant to Public Contract Code Section 20111, now invites sealed bids for the award of a contract for Custom Printed Fence Screening.

Bids must be received by the Newport Mesa Unified School District no later than 2:00 PM PST on June 4, 2025, and shall be in a sealed envelope clearly marked "BID 116-25"

Bid documents may be obtained by downloading the document from the District PlanetBids web portal at, <https://vendors.planetbids.com/portal/46422/bo/bo-search> The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bid process. No bidder may withdraw his bid for a period of sixty (60) days after the date set for opening of bids. All bids shall be made and presented on a form furnished by the District.

Date of this Notice: May 16, 2025

Newport Mesa Unified School District

By: _____
Jonathan Geiszler
Director, Purchasing & Warehouse

NEWPORT-MESA UNIFIED SCHOOL DISTRICT

INSTRUCTIONS FOR BIDDERS

BID NO. 116-25

Custom Printed Fence Screening

1. **PREPARATION OF BID FORM:** The Newport-Mesa Unified School District, hereinafter referred to as District, invites bids on the forms enclosed to be submitted no later than **2:00 PM PST June 4, 2025**. All blanks on the bid form must be appropriately filled in. Each bid must be submitted in a separate sealed envelope bearing on the outside the bid number and closing date. It is the sole responsibility of the bidder to ensure that their bid is received at the location specified in paragraph 2 below, no later than the time and date specified. Any bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.
2. **BID SUBMISSION ADDRESS:** Bids shall be submitted to the Purchasing Department of the District. If bids are hand delivered or delivered by a delivery service (i.e., UPS, Federal Express, U.S. Mail, or private courier) they shall be delivered to the **Purchasing Department, District Education Center, Building A**, located at **2985 Bear St., Costa Mesa, CA, 92626**.

TO BE CONSIDERED, ALL BIDS MUST BE RECEIVED IN THE PURCHASING DEPARTMENT BY THE TIME AND DATE OF CLOSING. (NOTE: BIDDERS WHO MAIL THEIR BIDS SHOULD ALLOW SUFFICIENT TIME FOR THE INTERNAL DISTRIBUTION OF MAIL WITHIN THE DISTRICT.)

FAXED BIDS AND BIDS RECEIVED IN THE PURCHASING DEPARTMENT AFTER DATE AND TIME INDICATED HEREIN WILL NOT BE ACCEPTED.

3. **BID OPENING READING:** All bids shall be publicly opened and read aloud at the time and date indicated above, at the District's **Purchasing Department, District Education Center, Building A**, located at **2985 Bear St., Costa Mesa, CA 92626**.
4. **SIGNATURE:** All bids must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid. Unsigned bids will be considered non-responsive, thus resulting in rejection of the bid.
5. **MODIFICATIONS:** Changes in or additions to the bid form, alternate bids, or any other modifications of the bid form which are not specifically called for in the bid documents may result in District's rejection of the bid as not being responsive to this invitation to bid. Oral, telephone, telegraphic, or facsimile bids or modifications will not be considered.

6. ERASURES: The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is initialed in the margin immediately opposite the correction by the person or persons signing the bid.
7. WITHDRAWAL OF BID: Any bidder may withdraw his bid personally or by written request, to the Director of Purchasing and Warehouse, at any time prior to the scheduled closing time for receipt of bids. Any request for withdrawal received after the hour set for the opening of the bids will not be honored.
8. INTERPRETATION OF BID DOCUMENTS: Bidders who find discrepancies in or omissions from the bid documents may submit to the Director of Purchasing and Warehouse a written request for clarification or correction thereof. A copy of all requests for clarification and the response thereto will be posted on the districts PlanetBids web portal for all bidders to access. Material corrections or omissions will be made by addenda posted to the district PlanetBids web portal. The District will not be responsible for oral interpretations. All addenda issued during the time of bidding shall be incorporated into the bid automatically. Questions regarding the bid may also be asked on the District's PlanetBids web portal Q&A section for this specific project.
9. AWARD OF A CONTRACT: The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or the bidding, and to make its selection of items awarded based upon its best judgment as to which items substantially comply with the specifications, or which are most economical and/or best suited for the purpose for which they are intended.

It is the District's intent to award the contract to a single bidder. Please submit prices on each item. Cash discounts offered shall be considered in determining low bid in accordance with Paragraph 27, DISCOUNTS of these Instructions for Bidders. In the event of equal bids, the award shall be made to the bidder located within the State of California, the County of Orange, and with whom the Purchasing Department of the District has had satisfactory business relationships, in the order named. All bids shall remain open and valid and subject to acceptance for sixty (60) days after the bid opening date.

10. PRICES: Bid each item separately. Prices must be stated in units specified or trade standard. The right is reserved to waive any informality in bids, to reject any or all bids, and to accept or reject any item or combination of items. In case of a discrepancy between the unit price and the extension, the unit price will be considered correct. Quote prices net including trade discounts, F.O.B. DESTINATION, FRT. PREPAID. Cash discounts, when offered, will be computed from final date of accepted delivery or receipt of invoice, whichever is later.
11. QUANTITIES: Quantities shown in Bid Form are estimates only, based on the best information available at the time. The District reserves the right to purchase more or less of the units specified at the unit cost bid.

12. ADDITIONAL QUANTITIES: The Board desires the option to purchase additional quantities of the above item(s). State if you will accept orders for the additional quantities at the same prices, terms, and conditions, providing additional quantity does not exceed that shown above and providing the Board exercises option before June, 2026.

 X Option Granted

 Option Not Granted

13. SAMPLES: Samples may be requested before an award is made. If requested prior to award, samples should be submitted to the District's Purchasing Department. Samples shall be provided at no expense to the District within five (5) days of request and shall become the property of the District. Failure to provide samples as requested shall be cause for rejection of the bid.

All packages containing samples must be clearly labeled with bidder's name, bid number, and each sample clearly identified as to the item number under which the sample is to be considered.

If, in the opinion of the District, an item purchased on the bid does not conform to specifications or perform to the standards of the previous samples submitted, the District reserves the right to have the product tested by an independent laboratory. If the test shows that the product does not conform to specifications or meet the standards of the samples submitted, the cost of testing will be charged to the successful bidder, and the contract may be canceled under the TERMINATION FOR DEFAULT section of the bid.

14. DELIVERY REQUIREMENT: Bidders shall bid all items F.O.B. DESTINATION, FRT. PREPAID to: **NMUSD District Warehouse 2985 Bear St., Bldg. B Costa Mesa, CA 92626** and reference the Purchase Order number that will be given when an order is placed. Vendor will be required to contact an identified District staff member at least two days prior to delivery to schedule delivery and installation. Lift gate and inside delivery will be required. Installation shall require furnishing, delivering, assembling, setting in place, and installing items listed. Carting away debris will be the sole responsibility of the vendor.

15. DELIVERY SCHEDULE: The District reserves the right to make award based on delivery time quoted.

16. **BRANDS:** Brand names are included for descriptive purposes to indicate the quality, design, and utility desired by the District, but the specifications are not intended to restrict competition. Brands of equal make or type to those specified will be considered unless otherwise so indicated in the bid. Each bidder shall indicate the manufacturer's name and model number of the brand(s) being bid (even if indicated in the specification) and may require testing in accordance with the INSPECTION AND ACCEPTANCE provision of this bid. "CAUTION TO BIDDERS: The Purchasing Department is not responsible for locating or securing any information which is not identified in the bid and reasonably available to the purchasing activity. Accordingly, to ensure that sufficient information is available the bidder must furnish as part of the bid all descriptive material such as cuts, illustrations, drawings, or other information, necessary to the purchasing activity to (1) determine whether the product offered meets the salient characteristic requirements of the Invitation to Bid, and (2) establish exactly what the bidder proposes to furnish and what the District would be binding itself to purchase by making an award. The information furnished may include specific references to information previously furnished or to information otherwise available to the purchasing activity."
17. **INSURANCE:** Prior to issuance of a purchase order, the successful bidder shall furnish the District with insurance endorsements evidencing insurance coverage and further indicating that the successful bidder's policies have been endorsed to name the "Newport-Mesa Unified School District" as an additional insured thereon, with provision made for cross liability. The endorsements shall further provide the "Successful bidder's policy is primary over any insurance carried by the District and that "the policy will not be cancelled or materially changed without thirty (30) calendar days prior written notice" being given to the District's Purchasing Department. During the term of the contract, the successful bidder shall, at its own cost and expense, maintain the following types of insurance:
- i. Commercial General Liability Coverage, "occurrence" form only, to include bodily injury and property damage for premises and operations, contractual liability, independent contractors, personal and advertising injury, and wrongful termination with a combined single limit not less than \$1,000,000 per occurrence and an annual general aggregate limit not less than \$2,000,000. The policy shall be endorsed to name the District, its governing boards and commissions and the individuals thereof, and all its officers, agents, employees, representatives and volunteers, as additional insured.
 - ii. Workers' Compensation insurance with limits as required by the Labor Code of the State of California and Employers Liability insurance limits of \$1,000,000 per accident.
 - iii. Business Automobile Liability Coverage with limits as required by the State of California.

18. FAILURE TO PROVIDE EVIDENCE OF INSURANCE, POST SECURITY, OR EXECUTE CONTRACT: In the event the bidder to whom a notice of intent to award a contract is given, fails or refuses to provide the certificates of insurance, required bonds, or return properly executed copies of the contract within seven (7) calendar days from the date of receiving said notice, the District may declare the successful bidder as nonresponsive to this solicitation and re-issue a notice of intent to award a contract to the next lowest responsive and responsible bidder, or may call for new bids.

19. DEFAULT: In the event the bidder to whom a contract is awarded fails to perform in accordance with the terms and conditions of the bid or the contract, the District may terminate their orders, in whole or in part, in accordance with the TERMINATION FOR DEFAULT provision of this bid.

20. TERMINATION FOR DEFAULT: The District may, by written notice of default to the successful bidder, terminate the contract in whole or in part if:

A. The successful bidder fails or neglects to perform any of the services listed herein in the manner and time specified, or if, in the opinion of the District, the items(s) provided fail to perform satisfactorily;

OR

B. The successful bidder fails to perform any of the other provisions of the bid or purchase order and does not cure such failure within a period of two (2) days (or such longer period as the District may authorize in writing) after receipt of notice from the Newport-Mesa Unified School District specifying such failure.

In the event the District terminates the contract, in whole or in part, the District may acquire equipment similar to those so terminated from another source and the successful bidder shall be liable for any excess costs of acquisitions of such similar supplies.

20. VENDOR NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT: While engaged in carrying out the terms and conditions of the contract, the successful bidder is an independent contractor and not an officer, employee, or agent of the District.

21. EVIDENCE OF RESPONSIBILITY: Upon request of the District, a bidder whose bid is under consideration for award shall promptly submit satisfactory evidence showing their financial resources. The District may also request the names of at least three (3) references for whom similar supplies or equipment were provided during the previous year. The bidder must furnish this list within three (3) days after request. Failure to do so will be sufficient cause for default and the District may declare the successful bidder as nonresponsive to this solicitation and re-issue a notice of intent to award a contract to the next lowest responsive and responsible bidder or may call for new bids.

22. ANTI-DISCRIMINATION: It is the policy of the Newport-Mesa Unified Board of Education that in connection with all services performed for the District, 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, and therefore, the bidder agrees to comply with applicable Federal and California State laws including, but not limited to, the California Fair Employment Practice Act beginning with Labor Code Sections 1410 and 1735. In addition, the bidder agrees to require like compliance by all subcontractors employed by him.
23. INSPECTION AND ACCEPTANCE: All items provided under the contract shall meet or exceed the bid specifications and shall comply with all Federal and California State laws governing their production, handling, processing, and labeling. Inspection and acceptance of all items shall be at DESTINATION. Items found to be defective or not in accordance with the bid specifications shall be replaced by the successful bidder at no cost to the District. Failure to replace said items shall be considered sufficient cause for default action under the DEFAULT provision of this bid.
24. INSPECTION OF BIDDER'S FACILITY: The District reserves the right to inspect the facilities of the bidder prior to award of the contract, and, if representatives of the District determine after such inspection that the bidder is not capable of performing satisfactorily to the District, his bid will be ruled non-responsive. Additionally, the District reserves the right to inspect the successful bidder's facility during the contract period.
25. INDEMNIFICATION: Bidder agrees to defend, indemnify, save, and hold harmless the District and any of their governing bodies, the individuals, thereof, and all officers, agents, employees, representatives, and volunteers from all loss, cost, and expense (including, but not by way of limitation, attorneys' fees and other related legal costs) arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of the Bidder's performance or failure to perform services under this Bid, or resulting from or in any way directly or indirectly connected with the performance or nonperformance of the District, pertaining to this bid. Bidder further agrees to waive all rights of subrogation against the District and shall pay for any and all injury, damage, or loss to the District. The provisions of this indemnification clause shall not be limited to the availability or collectability of insurance coverage, nor do these provisions apply to any injury, damage or loss caused solely by the negligence of the District.
26. PROTESTS AFTER AWARD: Any protest against the award of a contract pursuant to this bid must be received within five (5) calendar days after receipt of a written notice of the District's intent to award to another bidder. The District shall not be obligated to consider protests received after the above-specified deadlines. All protests must be in writing and submitted to the Director of Purchasing and Warehouse.
27. DISCOUNTS: Cash discounts shall not be considered in determining low bid.
28. CAL-OSHA: Bidders certify, by submitting their signed bid, that all items being bid meet or exceed all applicable CAL-OSHA Codes.

29. PERMITS AND LICENSES: The Contractor and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law in connection with the furnishing of items herein listed. All operations and materials shall be in accordance with law. Failure to do so may result in termination of the contract under the default provision of the bid.

30. EMPLOYEE BACKGROUND CHECKS At the time of contract award and during the entire term of the contract, the successful bidder, including all subcontractors, shall fully comply with the provisions of Education Code Sections 45125.1 and 45125.2 when District determines that the successful bidder's employees and employees of subcontractors will have more than limited contact with pupils in the performance of the work. In addition, it shall be the District's responsibility to take appropriate steps to protect the safety of any pupils that may come in contact with the successful bidder.

31. DRUG AND ALCOHOL-FREE WORKPLACE The successful bidder hereby certifies, under penalty of perjury, under the laws of the State of California that under the contract he will comply with the requirements of the Drug-Free Workplace Act of 1988 (Government Code Section 8350 et. seq.) and the Newport-Mesa Unified Board of Education's Policy (BP 4020). Therefore, the work site shall be kept drug and alcohol free at all times.

32. TOBACCO-FREE WORKPLACE The successful bidder hereby agrees, under the contract, he will comply with the Newport-Mesa Unified Board of Education's Policy (BP 3515.3) which states: "The Governing Board recognizes the health hazards associated with tobacco products, including the breathing of second hand smoke and desires to provide a healthy environment for students and staff." Therefore, the work site shall be kept tobacco free and smoke-free at all times.

33. BID DOCUMENTS: The complete bid includes the following documents:

- Notice Calling For Bids
- Instructions For Bidders
- Bid Specifications
- **Bid Form**
- **Bid Form Worksheet**
- **Non-collusion Affidavit**

Any of these shall be interpreted to include all the provisions of the other documents as though fully set out therein. The bidder should fully acquaint him/herself with the terms and conditions affecting the performance of the contract. Submission of a bid shall be taken as prima facie evidence of compliance with this provision.

34. **PRICE GUARANTEE:** Prices are maximum for the period of the contract. In the event of a price decline, or should you sell the same materials under similar quantity and delivery conditions to the State of California, or the County Municipality, or Legal District of the State of California at prices below those specified herein, such lower prices are to be immediately extended to the Newport-Mesa Unified School District.

**Newport-Mesa Unified School District
Fence Screen Projects**

Scope of Work

1. Total linear footage of fencing: 30369
2. Height of fence line: 6 feet
3. Total school sites/projects: 21 (see details below)
4. Security mesh banner with design
5. Design digitally UV printed on 10 oz mesh banner material.
6. Double-sided with reinforced corners
7. Grommets every 2-feet
8. Double-sided banners are two banners printed and sewn back-to-back.
9. Each project to include the following:
 - a. Preliminary meeting with site and district management
 - b. Design meetings with vendor designer(s), with site and district management, as many are needed before approval for production.
 - c. Meetings may be held virtually.
 - d. Installation by vendor personnel
10. All measurements will be verified by the awarded vendor.
11. With regard to installation: May take place during school hours, but awarded vendor will make every effort to have the least impact on student learning and school operations.

School Site	Address	Project Linear Footage
Adams	2850 Clubhouse Rd, Costa Mesa, CA 92626	1142
Andersen	1900 Port Seabourne Way Newport Beach CA 92660	730
College Park	2380 Notre Dame Rd, Costa Mesa, CA 92626	1182
Davis	1050 Arlington Dr, Costa Mesa, CA 92626	2482
Eastbluff	2627 Vista Del Oro, Newport Beach, CA 92660	682
Ensign	2000 Cliff Dr, Newport Beach, CA 92663	966
Harbor View	900 Goldenrod Ave, Corona Del Mar, CA 92625	843
Kaiser	2130 Santa Ana Ave, Costa Mesa, CA 92627	1643
Killybrooke	3155 Killybrooke Ln, Costa Mesa, CA 92626	1804
Lincoln	3101 Pacific View Dr, Corona Del Mar, CA 92625	2379

Mariners	2100 Mariners Dr, Newport Beach, CA 92660	1541
Newport Coast	6655 Ridge Park Rd, Newport Beach, CA 92657	857
Newport El	1327 W Balboa Blvd, Newport Beach, CA 92661	663
Newport Heights	300 E 15th St, Newport Beach, CA 92663	1267
Paularino	1060 Paularino Ave #23, Costa Mesa, CA 92626	2293
Rea	661 Hamilton St, Costa Mesa, CA 92627	1702
Sonora	966 Sonora Rd, Costa Mesa, CA 92626	2042
TeWinkle	3224 California St, Costa Mesa, CA 92626	2258
Whittier	1800 Whittier Ave, Costa Mesa, CA 92627	1000
Wilson	801 W Wilson St, Costa Mesa, CA 92627	1954
Woodland	2025 Garden Ln, Costa Mesa, CA 92627	2351
	TOTAL LINEAR FOOTAGE	31,781

NEWPORT-MESA UNIFIED SCHOOL DISTRICT

BID FORM

1. Pursuant to and in compliance with this bid, and all other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed and to provide and furnish any and all of the labor, materials, tools, equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with this contract.

All in strict conformity with the specifications and other contract documents including any addendums for the amounts as set forth below.

2. It is understood that this bid, once approved by the Newport-Mesa Unified School Dist. Board of Education, is an annual contract to provide goods and/or services the District per this bid for a period of one year from the Board approval date. Any extension beyond the initial year must be Board approved.
3. Bidder must adhere to the delivery schedule included in the bid documents, unless otherwise changed in writing by the District and provide all necessary insurance certificates as required in the bid documentation.
4. It is understood that the District reserves the right to reject this bid as specified in the Instructions For bidders and that the bid shall remain open and not be withdrawn for a period of sixty (60) days.

Date: 6/9/25

ARC Document Solutions

Proper Name of Bidder

Bob Thomas

By

VP of Sales

Bob Thomas

Signature of Bidder

Note: If a bidder is corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents; if a bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if a bidder is an individual, his full signature shall be placed above.

Bid Form Worksheet Pricing Schedule

NO.	ITEM DESCRIPTION	UNIT OF MEASURE	EST. QTY.	UNIT PRICE	TOTAL COST
1.	10oz Security Mesh Fence Screen Material, UV Multi Color Digital Print, Double Sided Print, Reinforced Corners, Grommets every 2FT	LF	31781	\$13.20	\$419,509.20
2.	Design/Planning/Layout Services	HOUR	180	\$75.00	\$13,500.00
3.	Installation Fees, based on Prevailing Wage rates.	LF	<u>31781</u>	\$5.75	\$182,740.75

*Measurements for screening materials are an estimate only be the district, awarded vendor will be responsible for verifying each sites requirements prior to work being approved.



Newport-Mesa
Unified School District

NEWPORT-MESA UNIFIED SCHOOL DISTRICT

ADDENDUM NO. 1

Fence Screening

BID No. 116-25

NEWPORT-MESA UNIFIED SCHOOL DISTRICT
2985 BEAR ST., BLDG.A
COSTA MESA, CA 92626

June 2, 2025

The following revisions and/or clarifications shall be made to the BID documents for the above-named work. All work described in the original BID documents and all applicable Sections of the original BID documents shall be included in the contract, except as herein modified:

Acknowledgement of this Addendum shall be made below and submitted with the BID submission. If acknowledgement is not made the proposal may be considered non-responsive.

1. **Replace:** Replace project scope of work in bid document with attached file to reflect correct project linear footage.
2. **Change:** Change bid opening date to Wednesday June 11, 2025, at 2:30 PM

All other provisions of the BID remain unchanged.

BELOW, PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM AND SUBMIT IT WITH YOUR PROPOSAL.

Name: Bob Thomas

Signature: Bob Thomas

Firm Name: ARC Document Solutions

Address: 345 Clinton St.
Costa Mesa, CA 92626

Telephone #: 949-660-1150

Email: Bob.thomas@e-arc.com

(END OF ADDENDUM NO.1)