

**DOCUMENT 00100**  
**INFORMATION FOR BIDDERS**

**1. Preparation of Bid Form**

The District invites bids on the **attached** form to be submitted at such time and place as is stated in the Notice to Contractors Calling for Bids, not later than 2:00 o'clock pm. of the 15th day of April, 2020. Bids shall be received in the Business Office located at Ojai Unified School District, 414 E Ojai Ave, Ojai, CA 93023. All blanks in the bid form must be appropriately filled in, and all prices must be stated in both words and figures. If a different price is stated in words than is stated in figures, the price stated in words shall be the price bid. All bids must be submitted in sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. It is the sole responsibility of the bidder to see that his bid is received in proper time. All bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

**2. Bid Security**

Each bid shall be accompanied by a certified or cashier's check payable to District, or a satisfactory bid bond in favor of District executed by the bidder as principal and an admitted surety approved to conduct business in the State of California as surety, in an amount specified in the Special Conditions hereof. The check or bid bond shall be given as a guarantee that the bidder shall execute the contract if it be awarded to him in conformity with the contract documents and shall provide the surety bond or bonds as specified therein within five (5) days after notification of the award of the contract to the bidder.

**3. Faxed and Electronic Mail Bids**

All bids must be under sealed cover. District will not accept any bids or bid modifications submitted by facsimile or electronic mail transmission.

**4. Signature**

The bid 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.

**5. Modifications**

Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the contract documents may result in the District's rejection of the bid as not being responsive to the invitation to bid. No oral or telephonic modification of any bid submitted will be considered and a telegraphic modification may be considered only if

the postmark evidences that a confirmation of the telegram duly signed by the bidder was placed in the mail prior to the opening of bids.

## **6. Erasures/Mutilation of Bid Documents**

The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid.

Contractors should not deface or mutilate the bid documents to the extent that they may not be usable for construction purposes. Bid documents obtained under deposit shall be returned within 10 days after bid opening.

## **7. Examination of Site and Contract Documents**

Each bidder shall visit the site of the proposed work and fully acquaint himself with the conditions relating to the construction and labor so that he may fully understand the facilities, difficulties, and restrictions attending the execution of the work under the contract. Bidders shall thoroughly examine and be familiar with the drawings and specifications. The failure or omission of any bidder to receive or examine any contract documents, form, instrument, addendum, or other document or to visit the site and acquaint himself with conditions there existing shall in no way relieve any bidder from obligations with respect to his bid or to the contract

7.1 Each bidder, by making his bid represents that he has read and understands the Contract and Bid Documents and any and all related reports and information. After executing the Agreement, no consideration will be given to any claim of misunderstanding of the documents.

7.2 Each bidder, by making his bid, represents that he has visited the site, inspected the area of the work, and familiarized himself with the local conditions under which the work is to be performed. Such inspection shall specifically consider requirements for accessing the site and determining the work can be completed as required by, and as shown in, the Contract Documents.

7.3 With District's approval, including provision of insurance as required, and after scheduling access with the District, each bidder may conduct additional site investigations at the bidder's sole cost.

**8. Withdrawal of Bids**

Any bidder may withdraw his bid either personally, by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for receipt of bids.

**9. Agreements and Bonds**

The Agreement form which the successful bidder, as Contractor, will be required to execute, and the forms and amounts of surety bonds which he will be required to furnish at the time of execution of the Agreement, are included in the contract documents and shall be carefully examined by the bidder. The required number of executed copies of the Agreement, the Performance Bond, and the Payment Bond for Public Works is as specified in the Special Conditions.

The Performance Bond must be executed by an admitted Surety approved to conduct business in the State of California which meets the highest standards the District is legally permitted to establish and which it has established.

The Payment Bond must be in the amount of 100 percent of the total amount payable. The Payment Bond must be executed by an admitted Surety approved to conduct business in the State of California which meets the highest standards the District is legally permitted to establish.

Bonds shall be in the form set forth in the contract documents.

**10. Interpretation of Plans and Documents**

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the drawings, specifications, or other contract documents, or other information pertaining to the site (including any available soils or geotechnical report) or finds discrepancies in, or omissions from the drawings and specifications, he is hereby required in accordance with Public Contract Code section 1104 to submit to the Architect a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the contract documents or other available information will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of the contract documents. At the option of the District, all addenda may be mailed, delivered, faxed, made available for pick-up or sent via electronic mail. District shall have the option to send a hard copy via regular mail or overnight delivery, at the option of District. No oral interpretation of any provision in the contract documents will be made to any bidder. Numbers spelled out in words will take precedence over numerals / figures. The last date to submit a request for information shall be April 14, 2020.

**11. Bidders Interested in More Than One Bid and Bidders Not Qualified to Bid**

No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a subproposal or quoting prices to other bidders or making a prime proposal. **No person, firm, or corporation shall be allowed to bid who has participated in the preparation of contract specifications; a bid by such a person, firm or corporation shall be determined to be nonresponsive.**

**12. Award of Contract**

The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. The award of the contract, if made by the District, will be to the lowest responsible bidder therefore.

**13. Additive and Deductive Items: Method of Determining Lowest Bid**

Pursuant to Public Contract Code section 20103.8, should this bid solicitation include additive and/or deductive items, the checked [X] method shall be used to determine the lowest bid:

(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 taken in the numerical order set forth in the bid form.

(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 bid form 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 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 additive or deductive items included in the bid solicitation.

**14. Evidence of Responsibility**

Upon the request of the District, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, his construction experience in the type of work being required by the District, and his organization available for the performance of the contract and any other required evidence of the bidder's qualifications to perform the proposed contract. The District may consider such evidence before making its decision awarding the proposed contract. Failure to submit requested evidence of a bidder's responsibility to perform the proposed contract may result in rejection of the bid.

**15. Listing Subcontractors**

Each bidder shall submit with his sealed bid a list of the proposed subcontractors on this project as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100 and following). Forms for this purpose are furnished with the contract documents. In addition to these requirements, within one business day after the bid opening, Contractor shall provide the address, phone number, and license number of each listed subcontractor. If the bidder fails to provide information within one business day, District may in its discretion, reject the bid as nonresponsive.

**16. Workers' Compensation**

In accordance with the provisions of section 3700 of the Labor Code, Contractor shall secure the payment of compensation to his employees. Contractor shall sign and file with District the following certificate prior to performing the work under this contract:

I am aware of the provisions of section 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.

The form of such certificate is included as part of the contract documents.

**17. Substitution of Security**

Monies withheld by the District to ensure performance under the contract may be released in accordance with Public Contract Code section 22300 and the contract documents.

**18. Contractor's License**

If, at the time the bids are opened, bidder is not licensed to perform the project in accordance with division 3, chapter 9 of the Business and Professions Code of the State

of California (Section 7028.15) and the Notice to Contractors Calling for Bids, the bid will not be considered.

**19. Storm Water Permit for Construction Activity**

If necessary, it shall be the responsibility of the successful bidder to file a Notice of Intent and procure a State Water Resources Control Board (State Water Board) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (Permit). The successful bidder shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) prior to initiating work. The successful bidder shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by Permit and as required by Article 69 of the General Conditions. It shall be the responsibility of all bidders to evaluate and include in the bid the cost of procuring the Permit and preparing the SWPPP as well as complying with the SWPPP and any necessary revisions to the SWPPP. The successful bidder shall also include in his bid the cost of monitoring as required by the Permit.

It shall be the responsibility of the successful bidder to comply with the County of Ventura Low Impact Development techniques as outlined in the County of Ventura Low Impact Development Handbook and Appendices, available through the County of Ventura Department of Planning and Land Use, copy on file with the District.

**20. Ethics in Bidding.**

The District expects the bidders to maintain high ethical standards in engaging in the competitive bidding process. The bid amount of one bidder should not be divulged to another before the award of the subcontract or order, nor should it be used by Contractor to secure a lower proposal from another bidder on that project (bid shopping). Subcontractors or Suppliers should not request information for the Contractor regarding any sub-bid in order to submit a lower proposal on that project (bid peddling). District will consider any bidder found to be engaging in such practices to be a non-responsible bidder and may reject its bid on that ground.

**21. Substitutions and Special Brand Names**

In accordance with Public Contract Code section 3400 "prior to or after the award of the contract", district must provide for "submission of data substantiating a request for a substitution of 'an equal' item." Therefore, **if the bidder is submitting "an equal" item**

**or product or work, the make and grade of the item, product or work which is to be substituted shall be provided to the District in the sealed bid submittal package.**

The documentation submitted must include any and all illustrations, specifications, and other relevant data including catalogue information which describes the substituted item or product or work and substantiates that it is an "or equal" to the specified item or product or work. In addition, the submittal documentation must also include a statement of the cost implications of the substitution being requested stating whether and why the substitution will reduce or increase the contract price. The documentation submitted must also include information regarding the durability and life cycle cost of the substituted item, product or work. Substantiating data shall include a signed affidavit from the Contractor stating that the substituted item or product or work is equivalent to the specified item or product or work in every way except as listed on the affidavit. Failure to submit all the needed substantiating data, including the signed affidavit, may result in a determination that the bid is nonresponsive. BIDDERS ARE SPECIFICALLY NOTIFIED THAT THE SUBMISSION OF THIS DOCUMENTATION IN NO WAY OBLIGATES THE DISTRICT OR ITS REPRESENTATIVE TO REVIEW SUCH DOCUMENTATION PRIOR TO CONTRACT AWARD. FURTHERMORE, IF A PROPOSED SUBSTITUTION IS REJECTED, BIDDER SHALL BE RESPONSIBLE TO PROVIDE THE ITEM OR PRODUCT OR WORK AS ORIGINALLY SPECIFIED AT NO ADDITIONAL COST TO THE DISTRICT. DISTRICT HAS THE COMPLETE AND SOLE DISCRETION TO DETERMINE IF AN ITEM OR ARTICLE IS AN EQUAL ITEM.

## **22. Fingerprinting**

By law it is the District's responsibility to determine whether a contractor must provide fingerprint certification. Pursuant to Education Code section 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 with the location where the contractor's employees are working, and whether the contractor's employees are working alone or with others. **A determination regarding whether fingerprint certification is required is contained in the special conditions.**

## **23. Labor Compliance Program.**

**This contract is subject to a labor compliance program,** as described in subdivision (b) of Section 1771.5 of the Labor Code. If this contract is subject to the requirements of Section 1771.7 of the Labor Code, the District to is required initiate and enforce a labor compliance program, as described in subdivision (b) of Section 1771.5 of the Labor Code. The law requires that District's labor compliance program shall include, but not be limited to, the following requirements:

- (a) All bid invitations and public works contracts shall contain appropriate language concerning the requirements of this chapter.

- (b) A pre-job conference shall be conducted with the contractor and subcontractors to discuss federal and state labor law requirements applicable to the contract.
- (c) Project contractors and subcontractors shall maintain and furnish, at a designated time, a certified copy of each weekly payroll containing a statement of compliance signed under penalty of perjury.
- (d) The District shall review, and, if appropriate, audit payroll records to verify compliance with this chapter.
- (e) The District shall withhold contract payments when payroll records are delinquent or inadequate.
- (f) The District shall withhold contract payments equal to the amount of underpayment and applicable penalties when, after investigation, it is established that underpayment has occurred.

The District shall enforce a labor compliance program. A copy of the labor compliance program as currently adopted by the District is included with these bid documents. The labor compliance program which is approved by the Director of the Department of Industrial Relations (the "Labor Compliance Program") is incorporated by reference into the Contract and it will be enforced as required by state law and regulations and the Director of the Department of Industrial Relations.

In accordance with subdivision (b)(1) of Section 1771.5 of the Labor Code, the following notice is given: Contractor and any subcontractors are required to review and comply with the provisions of the California Labor Code, Part 7, Chapter 1, beginning with Section 1720, and the regulations of the Department of Industrial Relations implementing those provisions as more fully discussed in the Contract Documents and the labor compliance program as currently adopted by the District which is included with the bid documents. These statutory and regulatory provisions contain specific requirements, for example, concerning the determination and payment of prevailing wages, retention, inspection and auditing of payroll records, use of apprentices, payment of overtime compensation, securing of workers compensation insurance, and various criminal penalties or fines which may be imposed for violations of the requirements of the chapter. Submission of a bid constitutes Contractor's representation that it has thoroughly reviewed these requirements.

**24. Disabled Veterans Participation Goals.**

In accordance with Education Code section 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 any contract for such project, the Contractor shall provide appropriate documentation to the District identifying the amount paid to disabled veteran business enterprises 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.osmb.dgs.ca.gov/BIS/bis\\_queries/bis\\_queries\\_menu.asp](http://www.osmb.dgs.ca.gov/BIS/bis_queries/bis_queries_menu.asp),

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.)

**25. Bid Protests.**

Any bidder having submitted a bid on the project may file a protest against the proposed contract award or challenging the validity of other bids. The protest must meet all of the following requirements:

The protest shall be submitted in writing and shall contain all the materials required by these provisions; one that does not contain all the required material shall not be recognized.

The protest shall be received by the Owner no later than the close of business on the second business day after bid opening; one received after that time shall not be recognized.

Each protest shall contain the following:

- (a) Identification by name, address, and telephone number of the protesting person(s) company and/or organization and identification of the project to which the protest pertains.
- (b) The protest shall set forth in detail all grounds for the protest, including without limitation all facts, identification by name of any other bids or bidders involved with the protest, all supporting documentation, together with any legal authorities and/or argument in support of the grounds for the protest. Any matters not set forth in the written protest shall be deemed waived. All factual contentions must be supported by content, admissible, and credible evidence.

Any protest not conforming to the requirements of this section shall be rejected as invalid.

Where a protest is filed in conformity with this section, the Owner's staff, or such individual(s) as may be designated by the Owner, shall review and evaluate the basis of protest and provide a written decision to the protesting bidder. The written decision shall either concur with or deny the protest.

Submission of a written protest to and receipt of a written decision from the Owner's staff shall be considered an administrative remedy, and failure to follow this procedure shall be a bar to any legal action.

The written decision by the Owner's staff may be appealed to the Owner. The appeal must be filed with the Owner's governing board or other governing body within two business days of the protesting bidder's receipt of the written decision of the Owner's staff.

The appeal must clearly state the reasons and basis for appealing the decision of the Owner's staff, making specific reference to any portions of the material submitted with the protest required.

A hearing on the appeal shall be held before the Owner's governing board or other governing body within 45 days of receipt of the appeal.

The owner's governing board or other governing body will make a decision within seven days following the hearing. The decision of the Owner's governing board or other governing body is not subject to arbitration, mediation, reconsideration, or further appeal.

Submission of an appeal to and receipt of a decision from the Owner's governing board or other governing body shall be considered an administrative remedy, and failure to follow this procedure shall be a bar to any legal action.

**26. Procedure for Protesting Being Deemed a Non-Responsive Bidder.**

Any bidder or prospective bidder deemed non-responsive after having submitted a bid may file an appeal of the action to the Owner's governing body or other governing body. The protest must meet all of the following requirements.

- (a) The appeal shall be submitted in writing, and shall contain all the materials required by these provisions; one that does not contain all the required material shall not be recognized.
- (b) The appeal must be received by the Owner's governing board or other governing body within two business days of the action by the Owner giving rise to the protest; one received after that time shall not be recognized.
- (c) A hearing on the appeal shall be held before the Owner's governing board or other governing body prior to the award of contract.

- (d) The decision of the Owner's governing board or other governing body is not subject to arbitration, mediation, reconsideration, or further appeal.
- (e) Submission of a protest to and receipt of a decision from the Owner's governing board or other governing body shall be considered an administrative remedy, and failure to follow this procedure shall be a bar to any legal action.

**27. Bidders Checklist of Forms for Submission**

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| <input checked="" type="checkbox"/> Bid Form                   | <input type="checkbox"/> Bidder Qualification Survey          |
| <input type="checkbox"/> Bid Bond                              | <input checked="" type="checkbox"/> Prevailing Wage           |
| <input checked="" type="checkbox"/> Contractor Certification   | <input checked="" type="checkbox"/> Tobacco Free              |
| <input checked="" type="checkbox"/> Sub-Contractor Declaration | <input checked="" type="checkbox"/> Drug Free                 |
| <input checked="" type="checkbox"/> Workers Compensation       | <input checked="" type="checkbox"/> Non Collusion Agreement   |
| <input checked="" type="checkbox"/> W-9                        | <input checked="" type="checkbox"/> Criminal Background Check |

**END OF DOCUMENT**