

INSTRUCTIONS TO BIDDERS

To be considered, proposals (bids) must be made in accordance with the following instructions:

1. Proposals/Bids

- A. Proposals Bids shall be submitted electronically via BuildingConnected and shall be properly completed with all items filled out. No bidder may withdraw his/her bid, including Bids for Additive/Deductive Alternates, for a period of sixty (60) days after the time set for the submission of bids, and the Board of Trustees will act to accept or reject bids within that period of time.

The Board reserves the right to reject any or all bids and further reserves the right to waive any informalities or irregularities in the bids.

- B. No email or telephone proposals or modifications to the form will be considered. Proposals shall not contain any recapitulation of the work to be done, and alternative proposals will not be considered unless called for.
- C. Should a bidder find discrepancies in, or omissions from the documents, or should he/she be in doubt as to any meaning, he/she shall immediately notify the district, who will send written instructions to all bidders. The district will not be responsible for giving any oral instructions. All inquiries will be answered in writing and distributed to all bidders in the form of an addenda prior to the bid opening date.
- D. All addenda or bulletins issued during the bidding period shall be included in the proposal and will become a part of the contract for the project.
- E. Pursuant to provisions of Section 4100 et seq. of the Public Contract Code, every bidder shall in his/her bid set forth:
- a. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the bidder in or about the work in an amount in excess of one-half of one percent of the bidder's total work.
 - 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 of one percent of the bidder's total bid, he/she agrees to perform that portion himself/herself. The successful bidder shall not, without the consent of the district, either:
 - i. Permit any subcontract to be assigned or transferred or allow the work to be performed by anyone other than the original subcontractor listed in the bid.
 - ii. Other than in the performance of a change order, sub-let or subcontract any portion of the work in excess of one-half of one

percent of the total bid as to which his/her original bid did not designate a subcontractor.

- c. Proposals/bids must be accompanied by a cashier's check, or bid bond, for an amount not less than ten percent (10%) of the bid, made payable to the order of the district. A bid bond shall be secured from a surety company satisfactory to the district. The check or bond shall be given as a guarantee that the bidder will enter into a contract if awarded the work. If the successful bidder refuses to enter into a contract within ten (10) days after being requested to do so, said bond or check shall be forfeited to the district as the stipulated amount of liquidated damages and not as a penalty.
- d. Proposals must include all applicable taxes in the Proposal amount. The bidder is solely responsible for all taxes.

2. Deadline for Receipt of Proposals

Proposals must be submitted via BuildingConnected by 2:00 PM on July 15th, 2025. Proposals received after that time may not be considered.

3. Non-Mandatory Pre-Bid Meeting/Walk-Through

The district holds a non-mandatory pre-bid walk through for all bidding contractors. All contractors who plan to bid on the Project should attend this meeting. The Non-Mandatory Pre-Bid meeting/walk through for this Project will be held on June 24th, 2025 at 10:00AM. Attendees will meet at project site located at 6801 Tyler Ave. Grizzly Flats, CA 95636.

4. Award or Rejection of Bids/Alternates

The Contract, if awarded, will be awarded to the lowest responsible bidder. The lowest responsible bidder shall be determined based on the lowest base bid, excluding consideration of the prices on the additive or deductive items that is in compliance with these instructions and the advertised Notice Inviting Bids or in a manner that prevents information that would identify bidders from being revealed to the public entity before ranking of bidders from lowest to highest, including consideration of the prices on the additive or deductive items. The competency and the responsibility of bidders and of their proposed subcontractors will be considered in making the award of the Contract. Any bidder before being awarded a contract may be required to furnish evidence satisfactory to District that he/she and his/her proposed contractors have sufficient means and experience in the type of work called for and to assure completion of the contract in a satisfactory manner.

The district reserves the right to reject the bid of any bidder based on non-responsibility and/or who has previously failed to perform properly on contracts with the district. The district reserves the right to reject any or all bids or alternates and waive any informality or irregularity in the bids or in the bidding.

5. Verification of Low Bidder

Once the District has determined which contractor is the apparent low bidder and is deemed to be responsible, the District shall notify the apparent low bidder and request that the

apparent low bidder confirm his/her/its bid, in writing, to the District within forty-eight (48) hours of being notified by the District that he/she/it is the apparent low bidder. Failure of the apparent low bidder to timely confirm his/her/its bid may result in the district finding the apparent low bidder's bid non-responsive.

6. Bonds

The successful bidder shall furnish a Faithful Performance Bond and Payment Bond in the form set forth in the contract documents included herewith.

7. Execution of Contract

The successful bidder shall, within ten (10) calendar days of receiving this notification of award of the contract, sign and deliver to the district the contract executed. In the event the party to whom an award is made fails or refuses to execute the contract within ten (10) calendar days, the district may seek damages for breach of contract and may award the contract to one of the other responsible parties.

8. Withdrawal of Proposal

Bids may be withdrawn by the bidder prior to the time fixed for opening of bids. Thereafter the proposals may not be withdrawn for a period of sixty (60) days.

9. Anti-Discrimination

The successful bidder shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or ancestry, physical handicap, mental condition, marital status, or sex. The contractor will comply with all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and all rules and regulations and relevant orders of the President's Committee on Equal Employment Opportunity created thereby. The Contractor shall also comply with the California Fair Employment and Housing Act. (Gov. Code §12900 et seq.)

10. Worker's Compensation

In accordance with the provisions of Section 3700 of the Labor Code, every contractor is required to secure payment of compensation to his employees.

Each contractor to whom a public works contract is awarded is required to sign and file with the awarding body the following certification prior to performing the work of the contract, a copy of which is enclosed herewith.

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.

11. Compliance with Laws and Regulations

The successful bidder/contractor shall comply with all laws and regulations governing contractor's performance on a public project including, but not limited to, anti-discrimination laws, workers' compensation laws, prevailing wage laws set forth in Labor

Code Section 1770 et seq., licensing laws and registration to bid on a public work contract set forth in Labor Code Section 1720 et seq.; 1725.5.

12. License Information

Each bidder shall list his/her license number, license type and expiration date. Each bidder must be a contractor properly licensed to perform the work covered by the bid documents upon which it is bidding with an active license in good standing as of the date of receipt of bids. The license must be issued by the Contractors' State License Board (CSLB) of California and must be maintained in good standing throughout the term of the Contract.

12.1 All subcontractors must be properly licensed by the CSLB to perform the work they will be undertaking and must maintain their licenses in good standing throughout the terms of the Contract.

12.2 If two or more business entities submit a bid on a Project as a Joint Venture or expect to submit a bid as part of a Joint Venture, each entity within the Joint Venture must be properly licensed by the CSLB and the bid proposal must list each entity's license number, license type and expiration date on the bid proposal.

13. Non-Collusion Affidavit

Bidders shall submit a completed non-collusion affidavit, in a form acceptable to District, a copy of which is attached hereto, with their bid.

14. Fingerprinting/Criminal Background Certification

The successful bidder may be required to submit a Fingerprinting/Criminal Background Certification in a form acceptable to District, a copy of which is attached hereto, with their bid.

15. Site Visit Certification

Bidders shall submit a completed site visit certification, in a form to be provided by the district at the time of site visit/pre-bid walk/meeting.

16. Child Support Compliance

For every contract in excess of \$100,000.00, only the successful bidder will be required to acknowledge that he/she is aware of the State's policy regarding the importance of child and family support obligations and that to the best of his/her knowledge, he/she is fully complying with the earnings assignment order of all employees and providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department. Bidders shall submit a completed child support compliance acknowledgment, in a form acceptable to the district.

17. Estimated Quantities

If the Bidding Documents provide information concerning estimated quantities of work to be performed, the estimated quantities are approximate only, being given as a basis for the comparison of bids. District does not, expressly or by implication, agree that the actual amount of work will correspond with the estimate, and District reserves the right to increase

or decrease the amount of any class or portion of the work, as may be deemed necessary or advisable by District, with no adjustment to the unit price except as expressly provided in the Contract Documents.

18. Bid Protest Procedure

Any protest relating to the form or content of the bidding or Contract Documents must be submitted in writing to District at least ten (10) business days before the original date set for bid opening in the Notice to Bidders. Any bidder who submits a bid shall be deemed to have waived any protest to the form or content of the bidding or Contract Documents.

Any bid protest relating to the award of the Contract for the Project, other than a protest addressing the form or content of the bidding or Contract Documents, must be submitted in writing to District so that it is received by District before 5:00 p.m. on the third business day following the bid opening. Failure to deliver a written protest within the designated period shall constitute a waiver of the bidder's right to protest District's determination and intended action, whether administratively or through legal proceedings, and shall render District's action relative to the bid final, binding, and un-appealable by such bidder.

The initial protest document shall contain a complete statement of the basis for the protest, including the legal and factual basis for the action requested. The protest shall refer to the specific portion(s) of the Contract Documents upon which the bidder relies in support of the protest and includes as exhibits all documents relied upon in support of the protest. The protest shall include the name, address, telephone, and fax numbers of the protesting party and any person representing the protesting party.

The party filing the protest shall concurrently transmit a copy of the initial protest document and any attached documentation or exhibits to all other known bidders at the address specified on District's plan holder list. The documents shall be transmitted by fax or overnight delivery service.

The procedure and time limits set forth in this paragraph are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code claim or legal proceedings.

19. Certification of All Claims Submitted/Notification of Enforcement of False Claims Act

The successful Bidder will be required to certify the accuracy of all claims submitted to the district, as part of the submission of such claim(s). Each claim must be accompanied by the following certification:

I have personal knowledge of the contents of the claim being submitted to the district. I have personal knowledge that the facts contained within this claim and any supporting documentation are true and/or I am informed and believe that they are true. I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this _____ day of _____, 20__ in _____
California.

In addition, Contractor expressly acknowledges that it is aware of the provisions of the state and federal False Claims Act and is also aware that if a false claim is knowingly submitted (as the term "Claim" and "Knowingly" are defined in California Government Code Section 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud, and the Contractor may be subject to criminal prosecution.

The False claims listed in the California FCA are as follows:

1. Knowingly presents or causes to be presented to an officer or an employee of the state or any political subdivision thereof, a false claim for payment or approval. (Cal. Government Code 12651(a)(1))
2. Knowingly makes, uses, or causes, to be made a false record or statement to get a false claim paid or approved by the state or by any political subdivision. (Cal. Government Code 12651(a)(2))
3. Conspires to commit a violation of the False Claims Act. (Cal. Government Code 12651(a)(3))
4. Has possession, custody, or control of public property or money used or to be used by the state or by any political subdivision and knowingly delivers or causes less property to be delivered than the amount for which the person receives a certificate or receipt. (Cal. Government Code 12651(a)(4))
5. Is authorized to make or deliver a document certifying receipt of property used or to be used by the state or by any political subdivision and knowingly makes or delivers a receipt that falsely represents the property used or to be used. (Cal. Government Code 12651(a)(5))
6. Knowingly buys or receives as a pledge of an obligation or debt, public property from any person who lawfully may not sell or pledge the property. (Cal. Government Code 12651(a)(6))
7. Knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the state or to any political subdivision. (Cal. Government Code 12651(a)(7))
8. Is a beneficiary of an inadvertent submission of a false claim to the state or a political subdivision, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the state or the political subdivision within a reasonable time after discovery of the false claim." (Cal. Government Code 12651(a)(8))
(Note: This places a burden on general contractors to exercise due diligence in

reviewing subcontractor claims before passing them through to the district. If a general contractor passes through a claim and then later discovers that it is false, the general contractor must notify the district and either withdraw the claim or be subject to false claims liability.)

For illustrative purposes only, the following may constitute a violation of the False Claims Act:

1. Falsification of hours set forth in timecards.
 2. Overstating wage rates.
 3. Submitting billings for costs or services not actually incurred.
 4. Altering invoices submitted by subcontractors or suppliers.
 5. Double billing for the same work.
 6. Colluding with third parties to submit overstated charges.
 7. Substitution of cheaper or substandard materials.
 8. Invoicing for unallowable costs.
 9. Submitting false subcontractor pass through claims.
 10. False certifications in any area required by contract, state, or federal law.
 11. Deductive change orders (reverse false claim).
 12. False certifications for equitable reimbursement of change orders.
 13. Misrepresenting that work meets contract requirements.
 14. Misrepresenting that contractor is paying applicable prevailing wages.
 15. Misrepresenting that work is subject to reimbursement, etc.
20. Indemnity The successful proposing party must hold harmless and fully indemnify the District, its Board of Trustees, officers, employees, and agents from all damages or claims for damages, costs, or expenses that may at any time arise out of the party's performance of, or failure to perform, acts required by the contract documents.

NOTICE: Bidders shall be required to complete the Statement of Experience and, for each proposed subcontractor, require completion of the Statement of Experience Form included in the Bid Package. Bidders Statement of Experience forms shall be submitted concurrently with submission of bids in accordance with the Notice Inviting Bids. A bidder who is notified that that he/she/it is apparent low bidder may be required, within forty-eight (48) hours of being notified by the district that he/she/it is the apparent low bidder, submit the Statement of Experience Form(s) for all listed subcontractors. Failure to timely submit a Subcontractor Statement of Experience forms may result in the rejection of a bid.

NOTICE: Bids must be valid for 60 calendar days from the date of bid opening. The district reserves the right to reject all bids or award the contract to the lowest responsive and responsible bidder. If awarded, the contract will be awarded on or before August 12th, 2025. Construction will commence on April 1st, 2026. A portion of project funding is contingent on State approval of grant funding. If funding is reduced or not approved the District may need to terminate the contract/project for convenience in accordance with the General Conditions,

Article 22.4 Termination By The Owner For Convenience and will compensate the successful bidder in accordance with Article 22.4.