

**INSTRUCTIONS TO BIDDERS**

Bidders shall follow the instructions in this document, and shall submit all documents, forms, and information required for consideration of a bid.

Sweetwater Union High School District ("District") will evaluate information submitted by the apparent low Bidder and, if incomplete or unsatisfactory to District, Bidder's bid may be rejected at the sole discretion of District.

1. Bids are requested for a general construction contract, or work described in general, for the following project ("Project" or "Contract"):

**RANCHO DEL REY MIDDLE SCHOOL BUILDING & SITE REHABILITATION,  
BID #26-2977-BI**

2. A Bidder and its subcontractors must possess the appropriate State of California contractors' license and must maintain the license throughout the duration of the project. Bidders must also be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code. Bids submitted by a contractor who is not properly licensed or registered shall be deemed nonresponsive and will not be considered.
3. District will receive sealed bids from bidders as stipulated in the Invitation to Bidders.
  - a. All bids must be sealed in an envelope, marked with the name and address of the Bidder, name of the Project, the Project Number and/or bid number, and time of bid opening.
  - b. Bids must be submitted to the Purchasing Department, 1130 Fifth Avenue, Chula Vista, CA 91911 by date and time shown in the Invitation to Bidders.
  - c. Bids must contain all documents as required herein.
4. Bidders are advised that on the date that bids are opened, telephones will not be available at the District Offices for use by bidders or their representatives.
5. Bids will be opened at or after the time indicated for receipt of bids.
6. Bidders must submit bids on the documents titled Bid Form and Proposal, and must submit all other required District forms. Bids not submitted on the District's required forms shall be deemed nonresponsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible.
7. Bidders shall not modify the Bid Form and Proposal or qualify their bids. Bidders shall not submit to the District a re-formatted, re-typed, altered, modified, or otherwise recreated version of the Bid Form and Proposal or other District-provided document.
8. Bids shall be clearly written and without erasure or deletions. District reserves the right to reject any bid containing erasures, deletions, or illegible contents.

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9. Bidders must supply all information required by each Bid Document. Bids must be full and complete. District reserves the right in its sole discretion to reject any bid as nonresponsive as a result of any error or omission in the bid. Bidders must complete and submit all of the following documents with the Bid Form and Proposal:
  - a. Bid Bond on the District's form, or other security.
  - b. Designated Subcontractors List.
  - c. Site Visit Certification
  - d. Non-Collusion Declaration.
  - e. Non-Discrimination in District Properties and Activities Certification.
  - f. Disabled Veteran Business Enterprise Participation Certification.
  - g. Iran Contracting Act.
  - h. California Air Resources Board Compliance Form (Exhibit C)
10. **CONTRACTOR PREQUALIFICATION:** This Project may use state bond funds. As a result, pursuant to Public Contract Code section 20111.6, only prequalified bidders will be eligible to submit a bid for this Project. Any bid submitted by a bidder who is not prequalified shall be non-responsive and returned unopened to the bidder. Moreover, any bid listing subcontractors holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43 or C-46 licenses who have not been prequalified shall be deemed nonresponsive and will not be considered. The Prequalification application is available at the SUHSD Purchasing Website, under the Contractor Prequalification tab. The deadline for completed prequalification application submissions from bidders and subcontractors is listed in the Special Conditions as "Contractor Prequalification Submission Deadline." The Prequalified Contractors List will be released via addenda through DemandStar. For information regarding the prequalification process, please contact via email [Bids@sweetwaterschools.org](mailto:Bids@sweetwaterschools.org).
11. Bidders must submit with their bids cash, a cashier's check or a certified check payable to District, or a bid bond by an admitted surety insurer of not less than ten percent (10%) of amount of Base Bid, plus all additive alternates ("Bid Bond"). If Bidder chooses to provide a Bid Bond as security, Bidder must use the required form of corporate surety provided by District. The Surety on Bidder's Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Bids submitted without necessary bid security will be deemed nonresponsive and will not be considered.
12. If Bidder to whom the Contract is awarded fails or neglects to enter into the Contract and submit required bonds, insurance certificates, and all other required documents, within **TEN (10)** calendar days after the date of the Notice of Pending Award, District may deposit Bid Bond, cash, cashier's check, or certified check for collection, and proceeds thereof may be retained by District as liquidated damages for failure of Bidder to enter into Contract, in the sole discretion of District. It is agreed that calculation of damages District may suffer as a result of Bidder's failure to enter into the Contract would be extremely difficult and impractical to determine and that the amount of the

Bidder's required bid security shall be the agreed and conclusively presumed amount of damages.

13. Bidders must submit with the bid the Designated Subcontractors List for those subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of total bid. Failure to submit this list when required by law shall result in the bid being deemed nonresponsive and the bid will not be considered.
14. All of the listed subcontractors are required to be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code.
  - a. An inadvertent error in listing the California contractor license number on the Designated Subcontractors List shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the correct contractor's license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.
  - b. An inadvertent error listing an unregistered subcontractor shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive provided that any of the following apply:
    - (1) The subcontractor is registered prior to the bid opening.
    - (2) The subcontractor is registered and has paid the penalty registration fee within 24 hours after the bid opening.
    - (3) The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
15. District will transmit to all prospective Bidders of record such Addenda as District in its discretion considers necessary in response to questions arising at the Site Visit. Oral statements shall not be relied upon and will not be binding or legally effective. Addenda issued by the District as a result of the Site Visit, if any, shall constitute the sole and exclusive record and statement of the results of the Site Visit.
16. Bidders shall submit the Non-Collusion Declaration with their bids. Bids submitted without the Non-Collusion Declaration shall be deemed nonresponsive and will not be considered.
17. The Contractor and all Subcontractors under the Contractor shall pay all workers on all work performed pursuant to the Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the Department of Industrial Relations, are available upon

request at the District's principal office. Prevailing wage rates are also available on the internet at <http://www.dir.ca.gov>.

18. Project Labor Agreement – The District has entered into a Project Labor Agreement that is applicable to this Project. It is the responsibility of the Contractor and the subcontractors to adhere to the requirements set forth in the Project Labor Agreement and to comply with its provisions. Any costs for compliance with the Project Labor Agreement are to be included in the Contractor's bid price. Copies of the signed Project Labor Agreement are available at: <https://facilities.sweetwaterschools.org/pla/>
19. Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction and/or modernization of school building(s) to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%) per year of the overall dollar amount expended on projects that receive state funding or demonstrate its good faith effort to solicit DVBE participation in this Contract. In order to meet this requirement by demonstrating a good faith effort, Bidder must advertise for DVBE-certified subcontractors and suppliers before submitting its Bid. For any project that is at least partially state-funded, the lowest responsive responsible Bidder awarded the Contract must submit certification of compliance with the procedures for implementation of DVBE contracting goals with its signed Agreement. DVBE Certification form is attached.
20. Submission of bid signifies careful examination of Contract Documents and complete understanding of the nature, extent, and location of Work to be performed. Bidders must complete the tasks listed below as a condition to bidding, and submission of a bid shall constitute the Bidder's express representation to District that Bidder has fully completed the following:
  - a. Bidder has visited the Site, if required, and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;
  - b. Bidder has conducted or obtained and has understood all examinations, investigations, explorations, tests, reports, and studies that pertain to the subsurface conditions, as-built conditions, underground facilities, and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance, or furnishing of Work, as Bidder considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time, and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by Bidder for such purposes;
  - c. Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents;

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- d. Bidder has given the District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the actual conditions, and the written resolution(s) thereof by the District is/are acceptable to Bidder;
- e. Bidder has made a complete disclosure in writing to the District of all facts bearing upon any possible interest, direct or indirect, that Bidder believes any representative of the District or other officer or employee of the District presently has or will have in this Contract or in the performance thereof or in any portion of the profits thereof;
- f. Bidder must, prior to bidding, perform the work, investigations, research, and analysis required by this document and that Bidder represented in its Bid Form and Proposal and the Agreement that it performed prior to bidding. Contractor under this Contract is charged with all information and knowledge that a reasonable bidder would ascertain from having performed this required work, investigation, research, and analysis. Bid prices must include entire cost of all work "incidental" to completion of the Work.
- g. Conditions Shown on the Contract Documents: Information as to underground conditions, as-built conditions, or other conditions or obstructions, indicated in the Contract Documents, e.g., on Drawings or in Specifications, has been obtained with reasonable care, and has been recorded in good faith. However, District only warrants, and Bidder may only rely, on the accuracy of limited types of information.
  - (1) As to above-ground conditions or as-built conditions shown or indicated in the Contract Documents, there is no warranty, express or implied, or any representation express or implied, that such information is correctly shown or indicated. This information is verifiable by independent investigation and Bidder is required to make such verification as a condition to bidding. In submitting its Bid, Bidder shall rely on the results of its own independent investigation. In submitting its Bid, Bidder shall not rely on District-supplied information regarding above-ground conditions or as-built conditions.
  - (2) As to any subsurface condition shown or indicated in the Contract Documents, Bidder may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated. District is not responsible for the completeness of such information for bidding or construction; nor is District responsible in any way for any conclusions or opinions that the Bidder has drawn from such information; nor is the District responsible for subsurface conditions that are not specifically shown (for example, District is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown).
- h. Conditions Shown in Reports and Drawings Supplied for Informational Purposes: Reference is made to the document entitled Geotechnical Data, and the document entitled Existing Conditions, for identification of:

- (1) Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that have been utilized by Architect in preparing the Contract Documents; and
  - (2) Physical Conditions: Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that has been utilized by Architect in preparing the Contract Documents.
  - (3) These reports and drawings are **not** Contract Documents and, except for any "technical" data regarding subsurface conditions specifically identified in Geotechnical Data and Existing Conditions, and underground facilities data, Bidder may not in any manner rely on the information in these reports and drawings. Subject to the foregoing, Bidder must make its own independent investigation of all conditions affecting the Work and must not rely on information provided by District.
21. Bids shall be based on products and systems specified in Contract Documents or listed by name in Addenda. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Bidder may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified. The District is not responsible and/or liable in any way for a Contractor's damages and/or claims related, in any way, to that Contractor's basing its bid on any requested substitution that the District has not approved in advance and in writing. Contractors and materials suppliers who submit requests for substitutions prior to the award of the Contract must do so in writing and in compliance with Public Contract Code section 3400. All requests must comply with the following:
- a. District must receive any notice of request for substitution of a specified item a minimum of **TEN (10)** calendar days prior to bid opening. The Successful Bidder will not be allowed to substitute specified items unless properly noticed.
  - b. Approved substitutions, if any, shall be listed in Addenda. District reserves the right not to act upon submittals of substitutions until after bid opening.
  - c. Within 35 calendar days after the date of the Notice of Pending Award, the Successful Bidder shall submit data substantiating the request(s) for all substitution(s) containing sufficient information to assess acceptability of product or system and impact on Project, including, without limitation, the requirements specified in the Special Conditions and the Specifications. Insufficient information shall be grounds for rejection of substitution.
  - d. Substitutions may be requested after Contract has been awarded only if indicated in and in accordance with requirements specified in the Special Conditions and the Specifications.
22. Bidders may examine any available "as-built" drawings of previous work by giving District reasonable advance notice. District will not be responsible for accuracy of "as-built" drawings. The document entitled Existing Conditions applies to all supplied "as-built" drawings.

23. All questions about the meaning or intent of the Contract Documents are to be directed via email to the **Purchasing Department**, at **[bids@sweetwaterschools.org](mailto:bids@sweetwaterschools.org)** and copy the **Project Manager, Brian Ingstad** at: **[brian.ingstad@sweetwaterschools.org](mailto:brian.ingstad@sweetwaterschools.org)**. and the **Planning Specialist, Allie Serrano** at: **[alejandrina.serrano@sweetwaterschools.org](mailto:alejandrina.serrano@sweetwaterschools.org)**. Please provide the project **Bid #26-2977-BI** and the Project name in the Subject Title of the email. Interpretations or clarifications considered necessary by the District in response to such questions will be issued in writing by Addenda and posted to the District's website at [www.demandstar.com](http://www.demandstar.com). Questions received less than **THREE (3)** calendar 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.
24. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by the District.
25. Each Bidder must acknowledge each Addendum in its Bid Form and Proposal by number or its Bid shall be considered non-responsive. Each Addendum shall be part of the Contract Documents. A complete listing of Addenda may be secured from the District.
26. This Contract may include alternates. Alternates are defined as alternate products, materials, equipment, systems, methods, or major elements of the construction that may, at the District's option and under terms established in the Contract and pursuant to section 20103.8 of the Public Contract Code, be selected for the Work.
27. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on the criteria as indicated in the Invitation to Bidders. In the event two or more responsible bidders submit identical bids, the District shall select the Bidder to whom to award the Contract by lot.
28. Time for Completion: District may issue a Notice to Proceed within **NINETY (90)** days from the date of the Notice of Pending Award. Once Contractor has received the Notice to Proceed, Contractor shall complete the Work within the period of time indicated in the Contract Documents.
- a. In the event that the District desires to postpone issuing the Notice to Proceed beyond this 90-day period, it is expressly understood that with reasonable notice to the Contractor, the District may postpone issuing the Notice to Proceed.
  - b. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the Notice to Proceed beyond a 90-day period. If the Contractor believes that a postponement of issuance of the Notice to Proceed will cause a hardship to the Contractor, the Contractor may terminate the Contract. Contractor's termination due to a postponement beyond this 90-day period shall be by written notice to District within **TEN (10)** calendar days after receipt by Contractor of District's notice of postponement.
  - c. It is further understood by the Contractor that in the event that Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay Contractor for the Work that Contractor had

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performed at the time of notification of postponement and which the District had in writing authorized Contractor to perform prior to issuing a Notice to Proceed.

- d. Should the Contractor terminate the Contract as a result of a notice of postponement, District shall have the authority to award the Contract to the next lowest responsive responsible bidder.
29. The Bidder to whom Contract is awarded shall execute and submit the following documents by 5:00 p.m. of the **TENTH (10th)** calendar day following the date of the Notice of Pending Award. Failure to properly and timely submit these documents entitles District to reject the bid as nonresponsive.
- a. Agreement: To be executed by successful Bidder. Submit two (2) copies, each bearing an original signature.
  - b. Escrow of Bid Documentation: This must include all required documentation. See the document titled Escrow Bid Documentation for more information.
  - c. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
  - d. Payment Bond (Contractor's Labor and Material Bond) (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
  - e. Insurance Certificates and Endorsements as required.
  - f. Workers' Compensation Certification.
  - g. Prevailing Wage and Related Labor Requirements Certification.
  - h. Drug-Free Workplace Certification.
  - i. Tobacco-Free Environment Certification.
  - j. Hazardous Materials Certification.
  - k. Lead-Based Materials Certification.
  - l. Imported Materials Certification.
  - m. Criminal Background Investigation/Fingerprinting Certification.
  - n. Asbestos-Free Materials Certification.
  - o. Recycled Content Certification.
  - p. Registered Subcontractors List: Must include Department of Industrial Relations (DIR) registration number of each subcontractor for all tiers.
  - q. Letters of Assent.

30. Protests by Bidders and Bids Deemed Non-Responsive:
- a. The district procedure for bid protests and bids deemed non-responsive must be followed by any bidder who believes a bid award recommendation is not consistent with Board policies and administrative regulations, not within the published specifications and contract language, or is not in compliance with law.
  - b. The purchasing department will oversee these procedures and will facilitate necessary district correspondence.
  - c. A governing body or its authorized representative is not liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a bidder, whether or not the bidder files a bid protest or is deemed non-responsive pursuant to this section.
  - d. For all bids requiring California Contractors State License Board (CSLB) license or California Department of Industrial Relations (DIR) registration, without limitation to any other basis for protest, an inadvertent error in listing the California contractor's CSLB license number or DIR registration number on the Designated Subcontractor List shall not be grounds for filing a bid protest or grounds for considering a bid nonresponsive if:
    - (1) For CSLB license numbers: the correct contractor's CSLB license number is submitted to the district within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor; or
    - (2) For DIR Registration numbers: (i) the subcontractor is DIR registered prior to the bid opening; (ii) The subcontractor is DIR registered and has paid the penalty registration fee within 24 hours after the bid opening; or (iii) The subcontractor is replaced by another DIR registered subcontractor pursuant to Public Contract Code section 4107.
  - e. Bids Deemed Non-Responsive
    - (1) A bidder, upon district written notification via e-mail of being deemed non-responsive, will be provided the opportunity to submit a written response via e-mail to bids@sweetwaterschools.org within a written response deadline of two (2) business days from receipt of district's written notification.
      - (i) The written response e-mail must include all supporting reasons and documentation for district consideration. Should a bidder submit their written response in more than one e-mail, then by the end of the bidder's written response deadline the bidder must submit one final and cumulative e-mail to bids@sweetwaterschools.org, which must: (A) have the subject line, "Final and Cumulative Response to Being Deemed Non-Responsive," and (B) include all supporting reasons, documentation and previous communications for district consideration. No further areas of consideration and

documentation will be accepted from the bidder, unless the district requests further documentation or clarification.

- (2) The district will issue to the bidder a final written determination on the matter via e-mail within three (3) business days from the bidder's written response deadline.
- (3) Failure by bidders to comply with this paragraph's procedures shall constitute a waiver of any right to further pursue an appeal of the bid being deemed non-responsive, including filing a Government Code Claim or legal proceedings.

f. Bid Protests

- (1) Any bid protest must be submitted in writing via e-mail to bids@sweetwaterschools.org within a bid protest deadline of five (5) business days from bid opening.
  - (i) Only those bidders who submitted a bid will be allowed to protest an award.
  - (ii) All other bidders must be concurrently carbon copied (CCed) on the bid protest e-mail utilizing e-mail addresses listed on the other bidders' respective bid form and proposal documents.
  - (iii) The bid protest e-mail must include all supporting reasons and documentation for district consideration. Should a protesting bidder submit their bid protest in more than one e-mail, then by the end of the bid protest deadline, the protesting bidder must submit one final and cumulative bid protest e-mail to bids@sweetwaterschools.org, which must: (A) have all other bidders CCed, as previously mentioned, (B) have the e-mail subject line, "Final and Cumulative Bid Protest," and (C) include all supporting reasons, documentation and previous communications for district consideration. No further supporting reasons and documentation will be accepted from the protesting bidder, unless the district requests further documentation or clarification.
- (2) A protested bidder may submit a bid protest response in writing via e-mail to bids@sweetwaterschool.org within a bid protest response deadline of two (2) business days from the bid protest deadline.
  - (i) The bid protest response e-mail must include all supporting reasons and documentation for district consideration. Should a protested bidder submit their bid protest response in more than one e-mail, then by the end of the bid protest response deadline the protested bidder must submit one final and cumulative bid protest response e-mail to bids@sweetwaterschools.org, which must: (A) have the subject line, "Final and Cumulative Bid Protest Response," and (B) include all supporting reasons, documentation and previous communications for district consideration. No further

supporting reasons and documentation will be accepted from the protested bidder, unless the district requests further documentation or clarification.

- (3) The district will issue a final written determination on the matter via e-mail within five (5) business days from the bid protest deadline to both the protesting bidder and protested bidders.
  - (4) Failure by bidders to comply with this paragraph's procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.
31. District reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, nonresponsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any bidder if District believes that it would not be in the best interest of the District to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. District also reserves the right to waive any inconsequential deviations or irregularities in any bid. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for some work items and/or enhanced prices for other work items.
  32. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of figures or numerals.
  33. It is the policy of the District that no qualified person shall be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract, based on race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition or disability. The Successful Bidder and its subcontractors shall comply with applicable federal and state laws, including, but not limited to the California Fair Employment and Housing Act, beginning with Government Code section 12900, and Labor Code section 1735.
  34. Prior to the award of Contract, District reserves the right to consider the responsibility of the Bidder. District may conduct investigations as District deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction within the prescribed time.
  35. Contractor must complete the Post Bid Survey and submit it to the District within ten (10) calendar days after receipt of the Notice of Pending Award.

END OF DOCUMENT