

INSTRUCTIONS TO BIDDERS

Prospective bidders should read these entire Instructions to Bid including referenced sections to prevent bid bond forfeiture and to successfully bid this project.

1. **CONTRACTOR'S LICENSE:** All bidders must have an active and valid California Contractor's License, applicable to the type of construction work being bid, prior to submission of bids, otherwise a bid shall be automatically nullified.
2. **SUBMIT BIDS ONLY ON BID FORM PROVIDED,** one copy, completely filled out, without qualifications or alternates (unless called for), and with duly authorized signature. Submit in a sealed, opaque envelope addressed to the City College of San Francisco at the address shown in the INVITATION FOR BID. Bidders are not required to attend the bid opening.
3. **MARK OUTSIDE OF ENVELOPE** with your name and address, name of the project, date and time of bid opening.
4. **WITHDRAWAL** of a bid requires a written request to the District (at the submission address) received prior to the bid opening time.
 - a. A Bid may not be withdrawn by the Bidder following the time and date designated for the receipt of Bid, except in accordance with Section 5103 of the Public Contract Code.
 - b. Prior to the time and date designated for receipt of Bid, Bid may be modified or withdrawn. Request for modification must be in person and the bid must be in a sealed envelope after modifications are made. Withdrawals of a bid shall be in writing, requesting withdrawal of the Bid.
 - c. Withdrawn Bids may be resubmitted up to the time and date designated for receipt of Bid.
5. **BID SUBMITTAL:** The following procedures shall be followed:

FIRST STAGE - The following documents must be received from all the bidders by the **bid deadline** as stated in the Invitation to Bid at the specified location and time:

- a. Bid Form, Section E – completed and signed originals of Bid Form and Acknowledgment of Addenda. Bid shall be in the form of a lump sum covering the full scope of work and all related work described in and show on the Construction Project Manual. The base bid is to include all labor, materials, transportation, services, taxes, etc., required to complete all work shown, **except any and all insurance costs as identified in Article 11, Insurance and Bonds, Section 11.01 Owner Provided Insurance.**
- b. Bid Bond, Section F - Bid Security shall be in the amount of ten percent (10%) of the Base Bids, plus Additive Alternates.

Surety's document should be attached to duly completed CCSF document. **BID GUARANTEE** (where called for) accompanying each bid shall be a check (cashier's or certified) payable to the City College of San Francisco, or an original Bid Bond. Bond must be in the form provided, and must be executed by a surety company that has obtained a Certificate of Authority (Admitted) from the California Department of Insurance. Any condition or limitation placed upon said check or any alteration of said form of bond, or imperfection in the execution thereof, as herein required, may result in the rejection of the Proposal under which said check or bond is submitted. Said check or BID BOND shall be a guarantee that the bidder, if awarded the contract, will execute and deliver required CONTRACT AND RELATED DOCUMENTS, BONDS, INSURANCE and SCHEDULES within said time (said time to include, Saturdays, Sundays and legal Holidays).

Each bid shall be accompanied by the Bid Security, pledging that the Bidder will enter into a contract with the Owner in accordance with terms stated in the bid Construction Project Manual and will furnish bonds as described.

If a Bid Bond is submitted, the attorney-in-fact who executes the bond on behalf of the Surety shall attach to the Bond a certified, current copy of his Power of Attorney, and an acknowledgment from a notary that the Attorney in Fact is the one signing the bond.

- c. Identification Listing for Prime Contractor & Subcontractors, Section G. Complete this form to list subcontractors for any portion of the work to be performed under the Contract in excess of one half (1/2) of one percent (1%) of the Bidder's total bid and provide other information requested on the form.

Pursuant to the provisions of Sections 4100 to 4114 inclusive, of the California Public Contract Code, every bidder shall in his bid set forth 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 (1/2) of one percent (1%) of the Bidder's total bid, he agrees to perform that portion with his own forces. The successful Bidder will not be allowed to do either of the following without the written consent of the Owner.

1. Substitute any person as subcontractor in place of the subcontractor designated in the original bid as per Public Contract Code 4107.
 2. Sublet or subcontract any portion of the work in excess of one half (1/2) of one percent (1%) of the total bid as to which his original bid did not designate a subcontractor.
- d. Form 1: SBE Bid Discount Application: This form is only required if the Prime Contractor is an SBE firm and is requesting the 5% or \$50,000, whichever is less, bid discount. See SBE Rules, Regulations, Requirements, and Forms included in these bid documents for the form and related requirements.
- e. Form 2: SBE Identification Listing of Prime and Subcontractors has been combined with Section G as listed above. All information from Form 2 requested on Section G must be provided before a contract can be awarded.
- f. Form 3: SBE SFHRC Certification Affidavit (for SFHRC certified firms only)
- g. Form 5: SBE Compliance Affidavit

SECOND STAGE: The lowest responsive bidder shall provide the following by **5:00 p.m. two (2) business days** after the bid opening. (Example - Bid Opening Tuesday - Second Stage deadline 5:00 p.m. Thursday.)

If any responsive bidder who is requested to provide these forms fails to do so within the stated time limit, the District may exercise its right to claim the bid bond or impose other penalties as it deems appropriate such as prohibiting the bidder from future bidding.

- a. Contractor's Qualification Statement, Section H
- b. Insurance Qualification, Prime Contractor and Subcontractors, Section I - completed and signed forms for Prime Contractor and all listed Subcontractors as required.

The Owner Controlled Insurance Program (OCIP) on behalf of the City College of San Francisco (District) provides the following insurance coverage for all **eligible** contractors, regardless of tier, that are approved for participation in the insurance program:

- Workers Compensation
 - Commercial General Liability
 - Builder's Risk
 - Pollution Liability – Course of Construction
- See Section I, page 1, for ineligible contractors.

- c. Copy of Injury and Illness Prevention Program(Safety Plan) for Contractor.
- d. Non-Collusion Affidavit, Section J
- e. SBE Certification letters from the Department of General Services – State of California or San Francisco Human Rights Commission for all Subcontractors listed as SBE firms.
- f. Form 4: Prime Contractor's Good Faith Effort Report for all bidders as required to determine compliance with required subcontracting goals. Bidders must either meet the subcontracting goal or the minimum good faith effort requirement in order to protect the bid security and eligibility to bid on District public works project in the future.

- g. Form 8: Equal Opportunity and Non-Discrimination in Employment Certification and Workforce Data Compliance Form. Acceptance of this form is not intended to mean that the District agrees with the data content.

6. **BASIS OF DETERMINING LOWEST BID:** The Contract shall be awarded to the “Responsible Bidder” submitting the lowest responsive bid if it is awarded. “Responsible Bidder” (per Public Contract Code §1103) is a bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the public works contract. The District reserves the right to make its own determination as to whether or not a bidder is responsible.

The “lowest bid” shall be the lowest bid amount on the base contract. In the case of alternate bids, the available funds, as identified in the invitation to bidders, shall be used along with the following procedures to determine the “lowest bid”:

- a. **Deductive Alternates.** The lowest bid shall be the lowest total of the bid amounts on the base contract and those deductive items taken in ascending numeric order from the specific list of alternate items until at least one bid is within the amount of available funds. If all deductive alternates are taken and the amount is still over the amount of available funds then the lowest bid shall be the lowest total of the bid amounts on the base contract less all the deductive alternates.
- b. **Additive Alternates:** The lowest bid shall be the lowest total of the bid amounts on the base contract and those additive items taken in ascending numeric order from the specific list of alternate items. The lowest bid below or equal to the available funds with the maximum number of additive alternates shall be considered the lowest bid.
- c. In any case, additive and deductive alternate bids shall not be taken in combination to select the lowest bid.
7. **PREVAILING WAGE REQUIREMENTS:** The contractor shall not pay less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. The bidder is cautioned to inspect the minimum wage rates and the State-SFR for this project. The wage rates may be updated prior to award of contract.
8. **PAYROLL DOCUMENT SUBMISSION:** The successful bidder will be required to complete and submit documents relating to California Labor Codes as set forth in this bid package. Certified payrolls must be submitted with progress payment requests.
- N.B. Contractor's attention is drawn to changes regarding the submission of certified payroll reports in the General Conditions Article 13, 13.14 Prevailing Wage and Article 9, 9.03 Progress Payments.
9. **APPRENTICESHIP REQUIREMENTS:** Pursuant to Sections 1777.5 and 1777.7 of the California Labor Code, contracts of specialty contractors not bidding through a general contractor and involving less than twenty (20) working days or \$30,000 are exempted from the provisions of Section 1777.5. This is the same exemption that applies to contracts of general contractors. As previously, a subcontractor bidding through a general contractor must comply with Section 1777.5 (no matter how small the subcontract), if the contract between the general contractor and District is covered by Section 1777.5. See Article 13, 13.07 Apprentices of the General Conditions.
10. **CONTRACTOR QUALIFICATION STATEMENT:** Bidders will be required to show to the satisfaction of the College that he has the necessary experience in the class of work to be performed, and the ability, equipment and financial resources to perform the work satisfactorily within the time specified. Since experience and financial qualifications can affect determination of Award of Contract, the bidder is cautioned to make complete and comprehensive presentation of his abilities and resources (see Section H).
11. **VISIT THE SITE** and investigate the conditions existing, which might influence the conduct of the work. Failure to make such investigation shall not relieve the successful bidder from fulfilling all terms of the contract.
12. **CONTRACT DOCUMENTS** shall be examined carefully, including any addenda. Bidder agrees that he/she has familiarized himself/herself with them, and that the submitted bid includes all work described in construction project manual and related documents. Failure to include all addenda shall be grounds for rejection of the bid.

Immediately notify (in writing) the Office of Facilities Planning and Construction of any apparent omissions or discrepancies discovered. In the Contract Documents, request for interpretation must be received a minimum of seven days prior to bid opening.

Interpretations, clarifications, or changes in the Contract Documents issued before the bid opening will be in the form of addenda, sent in writing to each bidder.

13. **BIDDING DOCUMENTS:** The "Bidding Documents" shall include the Index to Contract Documents, Invitation for Bid, Instructions to Bidders, Bid Forms, Bid Bond Form, Prime Contractor and Subcontractor Listing Form, Contractors Qualification Statement, Insurance Qualification Form, Agreement, Performance Bond Form, Payment Bond Form, Certificate of Guarantee, Certificate of Warranty, SBE Documents, General Conditions, Technical Specifications, Construction Drawings, and Addenda.
 - a. Bidding Documents are provided to Bidders for bidding only, no other use is permitted.
 - b. Base Bids are sums stipulated in Bid Proposals for which Bidders offer to perform the work required and from which Alternate bids, as selected by the District, may be added or deleted for a total which will be the determination for the contract award (see item 6 - Basis of Determining Lowest Bid). If Owner Controlled Insurance is used the Base Bids and Alternate Bids are not to include any insurance costs for Workers' Compensation, Comprehensive General Liability and Builders Risk.
 - c. Alternate bids are sums, which may be added to or deleted from Base Bids for the performance of Alternate Work, as delineated in the Bidding Documents. All requested Alternates should be bid, or the Bid Proposal may be considered non-responsive.
 - d. Unit Prices are the sums included in Bid Proposals as cost per unit measure of materials and/or services, as required in the Bidding Documents. Only unit prices that have a estimated quantity tied to them are required to be filled out. If there is a quantity and a unit listed on the Bid Proposal, they must be completed for the Bid Proposal to be responsive as the total cost of the quantities times the units will be added to Base Bid Proposal, plus or minus any alternates to arrive at the Low Bid Proposal.
 - e. **NO ORAL INTERPRETATION WILL BE BINDING.**
14. **MODIFICATIONS OF CONTRACT** has been clarified so that construction delays preventing job completion on schedule can be avoided. Bidder to familiarize himself so that he has a clear understanding of the paragraphs of Article 7, 7.02 of the General Conditions titled Modification Procedures.
15. **ADDENDUM or ADDENDA:** The contract documents may include an Addendum or Addenda and it will be the responsibility of each bidder to call the Office of Facilities Planning and Construction prior to the bid opening date to confirm that addenda have been issued. Contractor shall acknowledge receipt of addenda on bid form.
16. **ALLOWANCES**, if called for, shall be included in the bid.
17. **BID REJECTION** of any and all bids is the right reserved by the City College of San Francisco. The City College of San Francisco also has the right to waive any irregularities in the bids.
18. **BID PROTEST PROCEDURES:** Any prime contractor may file a formal written protest identifying the particular project and date bid was received. The Legal Counsel must receive the protest within ten (10) calendar days after the bid opening date. All notices of protest must be sent to the following address:

Ronald Lee, Legal Counsel Office
San Francisco Community College
33 Gough Street
San Francisco, CA 94103
19. **TIME FOR WORK:** All work must be completed within the calendar days specified in the Invitation for Bid after the Notice to Proceed date.
20. **LIQUIDATED DAMAGES:** One Thousand Dollars (\$1,000.00) Per calendar day unless otherwise noted in the Invitation For Bid. Bidder to familiarize himself so that he has a clear understanding of these paragraphs of the GENERAL CONDITIONS, Article 9, 9.09 titled Liquidated Damages. The District may hold back an estimated amount of the Liquidated Damages from the Contractor's progress payment based on the status of the work compared with the project schedule.
21. **ESCROW:** As a condition for approving progress payments, the College usually requires a 10% retainage to be deducted from each progress payment. The retainage security, at the discretion and expense of the Contractor, may

then be deposited in a Federally chartered bank of the Contractor's choice. The bank, as escrow agent, shall repay said money, with interest thereon, to the Contractor upon Notice of Completion from the District.

22. **SUCCESSFUL BIDDER:** The contractor will be given up to 4 sets of plans and specifications at no cost. The cost of additional sets will be deducted from the amount of the contract award.
23. **SCHEDULE:** Computerized CPM Progress Schedule pursuant to General Conditions Article 3, 3.08 is:
(X) Required () Not required
24. **BUSINESS TAX CERTIFICATE:** In order to receive an award, a Contractor must have a current Business Tax Certificate from the City and County of San Francisco.
25. **SUBMITTAL:** Article 3, Paragraph 3.10, 1, c of the General Conditions, please note the requirement: "Unless otherwise noted in the Technical Specifications, within thirty five (35) days after the date of Notice to Proceed, submit to the District a complete list of major products which are proposed for substitution, with name of manufacturer, trade name, and model."
26. **DOCUMENTS REQUIRED FOR EXECUTION OF CONTRACT:** Upon approval of lowest bidder, and notification of award, the selected Contractor must furnish within **seven (7) calendar days** the following securities and certificate of insurance by a surety or insurance company as appropriate who has A.M. Best's rating of not less than A- VII and, optionally, has a Certificate of Authority (Admitted) from the California Department of Insurance before the City College of San Francisco can execute the contract:
- a. Performance Bond (Best's A-VII and optionally Admitted in CA); not required if bid is less than \$25,000
 - b. Payment Bond (Best's A-VII and optionally Admitted in CA); not required if bid is less than \$25,000
 - c. Certificates of Insurance (Best's A-VII and optionally Admitted in CA) for:
 - i) Comprehensive General Liability Insurance (away from project site) \$1,000,000/Occurrence
\$2,000,000 Aggregate
 - ii) Worker's Compensation and Employers Liability (away from project site)
 - Workers Compensation Coverage Statutory
 - Employers Liability:
 - bodily injury per accident/per employee \$1,000,000
 - bodily injury per disease/per employee \$1,000,000
 - policy limit by disease \$1,000,000
 - iii) Automobile Liability \$1,000,000
 - iv) All certificates must give **thirty (30) calendar days** notice of cancellation or reduction in coverage to City College of San Francisco.
- Items i) & iii) shall state:
“(1) Additional Insureds: San Francisco Community College, its officers, agents and employees.
(2) Liability Insurance is primary and applies separately to each insured, except with respect to limits of liability.”

Send certificates to:

San Francisco Community College	San Francisco Community College
Contract Compliance Office	Director, Facilities Planning & Construction
33 Gough Street	50 Phelan Avenue, B601
San Francisco, CA 94103	San Francisco, CA 94112

- d. Business Tax Certificate

27. **DOCUMENTS REQUIRED PRIOR TO BEGINNING WORK AND TO BE REVIEWED AT PRE-CONSTRUCTION MEETING:**
- a. All of the documents required in section 26 above; and
 - b. Contract signed by District and Contractor
 - c. Proposed Schedule of Values – to be used for Progress Payments
 - d. Preliminary Project Schedule.