

## INSTRUCTIONS TO BIDDERS

### 1. General

- 1.1 Bids shall be received in accordance with the Contract Documents. Each bidder shall carefully read the complete Contract Documents including these instructions.
- 1.2 Before submitting a bid, each Bidder shall visit the Site and evaluate all conditions and limitations involved thereon as no allowance will be made because of the lack of such examination and knowledge.
- ~~1.3 Only Licensed Contractors, authorized to do business under the laws of the State of California and able to qualify as follows will be eligible to submit a bid. Bidders shall meet the following:~~
- ~~A. Contractors bidding to the Owner shall have a minimum five years continuous experience as prime on projects of comparable quality, size, complexity and type.~~
  - ~~B. Contractors bidding to the Owner shall have completed as the prime three projects of comparable quality, size, complexity and type.~~
  - ~~C. Subcontractors shall meet the above two requirements as it pertains to their Work.~~
  - ~~D. Within three calendar days of request by Owner, Contractor shall submit evidence of compliance to the above qualifications and a list of all work performed, both complete and incomplete, within the previous five years including the names and phone numbers of the Owners and Architects.~~
- 1.34 Before a contract is awarded, the Sheriff's Office may, at his sole discretion, require from the proposed contractor evidence of his ability to faithfully, capably, and reasonably perform such proposed contract within the Contract Time and for the Contract Amount, and may consider such evidence before making a decision on the award of such proposed contract.
- 1.45 The Owner reserves the right to reject any and all proposals, to contract work with whomever and in whatever manner, to abandon work entirely, or waiver of any irregularities in receiving bids.
- 1.65 The contract shall be awarded to the lowest and most responsible bidder as interpreted by the Owner in accordance with the Contract Documents. The Base Bid shall be used to determine the lowest bidder. Alternates may be accepted and awarded to the lowest and most responsible bidder, as determined above, in any combination or order.

1.67 Questions regarding the Contract Documents, such as discrepancies, conflicts, omissions, doubt as to meanings, or regarding scope of Work shall be referred to the Owner. Inquiries must be received by the Owner not later than 96 hours before bid time. Inquiries will be answered in writing to all bidders of record if written clarification is warranted in the opinion of the Owner. The Owner will not be responsible for oral clarifications. Regarding questions on the Contract Documents in the absence of written clarifications, Contractor is instructed to bid the more expensive method or materials.

## 2. Proposals

- 2.1 Bids shall be submitted in accordance with the Contract Documents. Bids, which shall be submitted on Proposal Forms incorporated with the Project Manual, are to be properly and fully filled out including, but not limited to, bid bond, the Equal Employment Opportunity Program questionnaire and report, Certifications, Contractor's Declaration Form, Anti-Trust Law questionnaire, and the designation of all subcontractors who will perform work or labor or render service on behalf of bidder, in an amount in excess of one-half of one percent of the Contractor's total bid.
- 2.2 No bid will be considered which makes exceptions, changes, or in any manner makes reservations to the terms of the Contract Documents.
- 2.3 Unit Prices on all classes of work as specified or required shall be submitted. Additions to or deductions from the contract sum shall be based on these unit prices. However, none will be acceptable that are definitely above and beyond a fair and just amount and will be subject to reasonable adjustment before the signing of the Contract or bid disqualification.
- 2.4 Each bid must give the full business address of the bidder and be signed by the bidder with his usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by any authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the State of incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. Corporations must furnish a Certificate attesting to the existence of the corporation. The name of each person signing shall also be typed or printed below the signature. When requested by the Owner, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished.

- 2.5 Bids are to be submitted in separate sealed envelopes. Envelopes shall be marked in lower left corner "Bid for" (provide contract title) and "Bid Opening" (provide bid opening date and time). Deliver all bids to the Sherriff's Office, 400 County Center, 3<sup>th</sup> Floor, Redwood City, CA 94063-1665.
- 2.6 Opening of bids shall be as soon after the hour set for bid opening as possible. Opening and declaration of bids to be at San Mateo County Sherriff's Office, 400 County Center, 3<sup>th</sup> Floor, Redwood City, CA 94063-1665, or at another location as designated by Owner. The bid opening is open to bidders and the public.
- 2.7 No bid will be considered which is received after the time set for bid opening as determined by Owner.

### 3. Bonds and Insurance

- 3.1 Bids shall be accompanied by a certified or cashier's check or bid bond for 10 percent of the amount of the bid.
- 3.2 Two bonds, as itemized below and in the forms presented in these Contract Documents, shall be furnished by the successful bidder within ten days after notification of award, which documents will be filed with the San Mateo Sheriff's Office, 400 County Center, 3<sup>th</sup> Floor, Redwood City, California. The bonds shall be in the form of surety bonds issued by corporations duly and legally licensed to transact business in the State of California, satisfactory to the Owner. Premiums for said bonds shall be paid by the Contractor and maintained at Contractor's expense during the period prescribed herein for the completion of the work to be done under the contract.
- 3.3 Performance Bond in amount of 100 percent of the Contract Amount to insure Owner during construction and for the guarantee period after completion against faulty or improper materials or workmanship and to assure Owner of full and prompt performance of Contract.
- 3.4 Payment Bond in amount of 100 percent of the Contract Amount in accordance with the laws of the State of California to secure payment of any and all claims for labor and material used or consumed in performance of this Contract.
- 3.5 Workers' Compensation Insurance, Comprehensive General Liability Insurance, and Motor Vehicle Liability Insurance shall be maintained by the contractor as detailed in the General Conditions.

### 4. Wage Rates

- 4.1 The Director of Industrial Relations has determined the general prevailing rate of wages in the County of San Mateo.
  - 4.2 In accordance with the General Conditions, it shall be mandatory upon the Contractor and sub-contractors to pay not less than the said prevailing wage rates to all laborers, workmen, or mechanics employed by them in the execution of this Contract.
5. Non-Discrimination
- 5.1 All Contractors with contracts over \$5,000 must comply with the County Ordinance Code with respect to the provision on employee benefits; as set forth in the ordinance, such Contractors are prohibited from discriminating in the provision of employee benefits with a domestic partner and an employee with a spouse. A copy of the ordinance is included in this project manual.
6. Contractor Employee Jury Service Ordinance
- 6.1 For contracts over \$100,000, Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees regular pay the fees received for jury service. A copy of the ordinance is included in this project manual.
7. Recycling and Diversion of Debris from Construction and Demolition Ordinance
- 7.1 All Contractors with demolition contracts exceeding \$5,000 in value; or construction contracts exceeding \$250,000 in value; or construction contracts consisting of at least 2,000 square feet shall comply with the County Ordinance with respect to construction and demolition debris. A copy of the ordinance is included in this project manual.