


Public Works
LOS ANGELES COUNTY

INSTRUCTIONS TO BIDDERS

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Approved, MARK PESTRELLA, Director of Public Works

By



Deputy Director



Date

INSTRUCTIONS TO BIDDERS

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I. BIDDER'S PACKAGE OF THE CONTRACT DOCUMENTS.

The Bidder's package of the Contract Documents may be downloaded for free at the Los Angeles County Department of Public Works' Business Opportunities website, as follows:

<http://dpw.lacounty.gov/general/contracts/opportunities>

1. Under "Type," select "Infrastructure Projects."
2. Under "Status," select "Open."
3. Select a Project from the list.
4. Scroll down to "Documents."

II. ADDENDA TO THE CONTRACT DOCUMENTS.

The Director of Public Works may issue Addenda to the Contract Documents during the period of advertising for any reason, including for the purposes of revising prevailing wage scales or clarifying or correcting the Notice Inviting Bids, Special Provisions, Plans, or Bid Proposal.

Registered online users of the Bidder's package of the Contract Documents will be furnished copies of such Addenda by email during the period of advertising. Addenda will be sent to the email address provided at the time of registration.

Addenda are also posted on the Business Opportunities website. Refer to Article I.

III. PRE-BID QUESTIONS.

Pre-bid questions pertaining to the Contract Documents shall be directed to the person named in the Notice Inviting Bids and the Special Provisions. Questions may be submitted by email unless otherwise specified in the Notice Inviting Bids. The Agency may elect to answer the question via issuance of an Addendum.

IV. PRE-BID MEETINGS.

The Bidder shall attend mandatory pre-bid meetings if so required in the Notice Inviting Bids. Failure of the Bidder to attend a mandatory pre-bid meeting will result in its Bid being rejected. Failure of the Bidder to attend a mandatory pre-bid meeting will preclude bidding on the Project.

V. BIDDER QUALIFICATIONS.

A. Competency.

The Bidder shall be thoroughly competent and capable of satisfactorily performing the Work. When requested, the Bidder shall furnish statements of previous experience on similar work; the plan of procedure proposed; the organization, machinery, plant, and other equipment available for the Work; evidence of its financial condition and resources; and any other such documentation as may be required by the Agency to determine if the Bidder is qualified to perform the Work.

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B. Contractor's License.

For all contracts, other than Federally-funded contracts, the Bidder shall be licensed as a contractor at the time of submitting the Bid in accordance with the provisions of Chapter 9, Division 3, of the California Business and Professions Code. The Bidder's valid California Contractor's License and the proper License Class to perform the Work shall be indicated on the Bid. Any Bid submitted which does not show this information will be considered nonresponsive and be rejected.

For FHWA-funded contracts, the Bidder shall be properly licensed at the time of award of the Contract by the Board.

C. Contractor Registration Program.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

No contractor or subcontractor may be listed on a Bid Proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1 (a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

VI. PREPARATION OF THE BID.

A. Examination of the Work Site and the Contract Documents.

Prior to submitting a Bid, the Bidder shall visit the Work Site, analyze the Plans, read the Specifications and the other Contract Documents, and satisfy itself that it has the abilities and resources to complete the Work. The Bidder agrees that if it is awarded the Contract, no claim will be made against the Agency based on ignorance or misunderstanding of the provisions of the Contract Documents, the nature and amount of the Work, and the physical and climatic conditions of the Work site.

B. Proposal Forms.

The Bid shall be submitted to the Agency on the Proposal forms included in the Bidder's package of the Contract Documents. The Bid Proposal shall be completed in the manner indicated, using black ink, and must be signed by the Bidder. Unless otherwise specified in the Special Provisions, the Bid shall be for the Work and the amount of the Bid for comparison purposes shall be the total of all of the Bid items.

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In the case of Contract Unit Price Bid items, the Bidder shall set forth in the Schedule of Prices, in clearly legible figures, a Contract Unit Price and a total for each item in the respective spaces provided for this purpose. The amount set forth in the "Total" column shall be the product of the Contract Unit Price set forth and the estimated quantity for the Bid item. For lump sum Bid items, only an amount in the "Total" column is required and only the amount in the "Total" column will be considered. For Stipulated Unit Price and Allowance Bid items, the amount in the "Total" column will be entered by the Agency and shall not be altered.

No mention shall be made of sales tax or use tax as all prices submitted will be considered as including any and all taxes.

1. Alteration of the Proposal Forms.

The wording of the Proposal forms shall not be changed.

Erasures or interlineations in the Bid forms must be explained or noted over the signature of the Bidder.

2. Community Business Enterprise (CBE) Participation.

The County encourages the participation of Community Business Enterprises (CBE) in the project and has established a goal of twenty-five percent (25%) CBE participation which all contractors must aspire to meet. CBEs are defined as Minority/Women/Disadvantaged/Disabled Veteran owned Business Enterprises (M/W/D/DVBE). Bidders shall meet the established goal indicated above, or document its good faith efforts to utilize CBE's in accordance with the Special Provisions.

3. DBE Information (FHWA-Funded and FAA-Funded Contracts Only).

For contracts with a Disadvantaged Business Enterprise (DBE) participation goal, all DBE subcontractors and suppliers, regardless of the value of their subcontract /purchase order, shall be listed by the Bidder on the forms included in the Bid Proposal. The forms for listing DBEs shall be properly completed with all of the required information.

The indicated dollar amount of the subcontract/purchase order shall be the actual value of the subcontract/purchase order. Where appropriate, the data included on this form shall be consistent with the data on the list of subcontractors form.

The indicated dollar value of each subcontract/order may be validated by the Agency prior to award of the Contract.

The "Construction Contract DBE Commitment" and "DBE Information – Good Faith Efforts" forms shall be submitted with the Bid or submitted within the time specified in Section F of the Special Provisions.

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4. Listing of Subcontractors.

Subcontractors must be listed by the Bidder on the form included in the Bid Proposal in accordance with the provisions of Sections 4100 through 4114 of the California Public Contract Code. This Chapter is known as the "Subletting and Subcontracting Fair Practices Act" and some of its requirements are summarized in Subsection 1-6 of the Standard Specifications. Listed subcontractors must be properly licensed by the State of California for the type of work they are to perform. Alternate subcontractors shall not be listed for the same work.

The form shall be properly completed with all of the required information. The indicated dollar value of the subcontract must be a true representation of the actual value of the subcontract, and not an estimate, a forecast, or a reflection of the value of those portions of the Work the subcontractor may be managing or supervising, or which are not a part of the subcontract.

The indicated dollar value of each subcontract will be validated by the Agency prior to award of the Contract.

5. Contractor Employee Jury Service Program.

The Contract is subject to the requirements of the Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). The Jury Service Program applies to both the Contractor and its subcontractors.

The Jury Service Program requires the Contractor and its subcontractors to have and adhere to a written policy that provides that its employees shall receive, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of the Contractor and "full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the Agency. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the Contract.

There are two ways in which the Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "contractor". The Jury Service Program defines "contractor" to mean a person, partnership, corporation or other entity which has a contract with the County of Los Angeles (County) or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to contractors that have 1) 10 or fewer employees; and 2) annual gross revenues in the preceding 12 months which, if added to the annual amount of this Contract is less than \$500,000; and, 3) is not an affiliate or subsidiary of a business "dominant in its field of operation." The second exception applies to contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

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If the Contractor does not fall within the Jury Service Program's definition of "contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Certification Form and Application for Exception included in the Bid Proposal and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the Agency will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The Agency's decision will be final.

6. Bidder's Industrial Safety Record.

A review of this record will be made prior to a determination of the lowest responsible and responsive Bidder. An adverse finding as to the Bidder's industrial safety record may result in a review as to whether the Bidder is responsible.

7. Injury and Illness Prevention Plan and Code of Safe Practices.

The Bidder shall submit an affidavit stating that the Bidder has an Injury and Illness Prevention Program (IIPP) and Code of Safe Practices (CSP), and that the Bidder's employees and the employees of its listed subcontractors and suppliers who will be assigned to the Work site will be trained on the IIPP and CSP prior to the commencement of their participation in the construction, and will be caused to fully comply with the provisions of the IIPP and CSP during the duration of their participation in the Contract.

8. Estimated Quantities.

The quantities shown on the Schedule of Prices in the Bid are approximate only. They are listed as a general indication of the amount of work to be performed or materials to be furnished and as a basis for the comparison of the Bids. The Contractor will be paid for the actual quantities of work completed based on field measurements. The Agency reserves the right to increase or decrease the amount of any item or portion of work to be performed or materials furnished, or to delete any item, in accordance with the Specifications.

9. Bidder Responsibility Questionnaire.

If included in the Contract Documents, the Bidder shall complete and submit the questionnaire with the Bid. Refer to Article XIV.

10. Signature.

The Bid shall be signed, where required, by an authorized representative of the Contractor as defined below:

a) Corporation

The required signatures are either that of the president, vice-president, secretary or assistant secretary.

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Others may sign for the corporation if the Agency is furnished a copy of a resolution from the corporation's board of directors authorizing them to do so. A copy of this resolution shall be submitted with the Bid.

b) Partnership

The required signatures are all members of the partnership or designated partners.

Only designated partners need to sign if a statement, signed by all members of the partnership, is filed with the Agency designating which partners are authorized to sign documents on behalf of the partnership. A copy of this statement shall be submitted with the Bid.

c) Individual

The required signature is that of the individual.

If a fictitious name is used, the documents shall be signed as "John Doe dba XYZ Co." Another may sign for the individual if the Agency is furnished a certified power-of-attorney with the Bid authorizing the other person to sign.

d) Joint Venture

The required signatures are the principals of the joint venture or designated members.

Only designated members need to sign if a statement, signed by all principals of the joint venture, is filed with the Agency designating which members are authorized to sign documents on behalf of the joint venture. A copy of this statement shall be submitted with the Bid.

C. Bid Guaranty.

The Bid must be accompanied either by cash, a certified or cashier's check, or a surety bond (bid bond) payable to the County of Los Angeles. No other form of Bid Guaranty will be accepted. The Bid Guaranty shall be in an amount equivalent to at least 10 percent of the Contract Price to guarantee that the Bidder will enter into and execute the Contract if it is awarded to the Bidder.

Bid bonds shall be prepared on the Agency's standard form. This form may be obtained from the following website:

<http://dpw.lacounty.gov/general/forms/download/3449.pdf>

Failure to use the Agency's standard form will result in the Bid being found nonresponsive and rejected.

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Bid bonds shall be duly executed by the Surety. The Surety shall have Bid bonds notarized prior to submission. The Surety must be on file with the Los Angeles County Clerk's Business Filings and Registration office, (562) 462 2177. The Surety must also be a State of California admitted carrier.

Should any Bidder to whom a Contract is offered fail to properly enter into and execute the Contract within the time specified, the cash, certified or cashier's check, or bid bond submitted with the Bid shall be forfeited to, and become the property of the Agency, whereupon the Agency shall have the right to collect the amount thereof by any appropriate means.

The cash, certified check, or cashier's check submitted as a Bid Guaranty will be returned to the Bidder except as otherwise provided. Bid bonds will be returned only if so requested by the Bidder. However, Bid Guaranties of the Bidders with the second and third lowest responsive Bids will not be returned until the Contract is executed by the apparent responsible Bidder with the lowest responsive Bid.

VII. SUBMITTAL OF THE BID.

A. Paper Bid Submission.

The Bid, together with the required Bid Guaranty, shall be filed prior to the time and at the place specified in the Notice Inviting Bids. The Bid shall be sealed in an envelope. The name and address of the Bidder shall be included on the envelope. If mailed or sent by a commercial delivery service, the Bid must be hand delivered to: Department of Public Works, Cashier's Office, 900 South Fremont Avenue, Alhambra, California 91803-1331. **DO NOT SEND THE BID TO THE DEPARTMENT'S P.O. BOX OR DELIVER TO THE DEPARTMENT'S MAIL CENTER.**

If the Bid is sent by a commercial delivery service, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof. The Agency will assume no responsibility for ensuring that the Bid is received at the Cashier's Office prior to the time specified in the Notice Inviting Bids.

B. Electronic Bid Submission.

The Bid, together with the required Bid Guaranty, may be filed electronically prior to the date and time specified in the Notice Inviting Bids using Bid Express® at the following website:

<https://www.bidexpress.com>

Bid Express® charges a fee of \$35 for Bidders who wish to submit their Bid electronically on a pay-per solicitation basis. Alternatively, a Bidder may subscribe for \$50 per month for unlimited electronic bid submission to all agencies that post solicitations on the Bid Express® website, plus get email notifications by agency/work type/commodity code. The Agency will not reimburse the Bidder for these fees.

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In order to submit an electronic bid, Bid Express® requires Bidders to first perform the following:

1. Create Bid Express® Account and Establish Digital ID.

Register and create an Info Tech Digital ID for free, which is used to digitally sign bids. Digital IDs/signatures verify Contractor Identity (forgery resistance), ensure no Bid is altered after submission (non-repudiation), prevent unauthorized access to Bids (secrecy), and safeguard that no parties, even the Bidder can access a Bid after submission until the public opening (sealing).

To establish a Bid Express® account, go to: <https://www.bidexpress.com> and select “Register.” Follow the instructions on the Bid Express® website.

Establish a Digital ID through the Bid Express® web site. ***Establish a Digital ID for each person authorized to submit a Bid on behalf of the Bidder. Refer to Article 6 Section B-9 for authorized Signatories.***

Refer to the [Bid Express® Vendor Guide](#) for a detailed step-by-step walk-through at:

https://www.infotechfl.com/downloads/bidx/webinars/Bidexpress_QSG.pdf

Backup the Digital ID file(s) and record the passwords. The file and password(s) cannot be recovered if lost.

Allow 5 business days to process a Digital ID. A Digital ID should be enabled 48 hours in advance of submitting an electronic bid.

2. Complete all Bid Proposal Forms.

The Bid Proposal forms may be completed by one of the following:

- a) Complete the forms using a fillable pdf, if available, or
- b) Print and complete the forms (with blue or black ink), then
- c) Upload the Bid Proposal Forms to Bid Express®.

Notarization of the documents is not required.

3. Complete the Schedule of Prices.

The Schedule of Prices may be completed by one of the following:

- a) Direct entry on the Bid Express® website, if available, or
- b) Complete a fillable pdf, if available, or

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- c) Print and complete the Schedule of Prices (with blue or black ink), then
- d) Upload the Schedule of Prices to Bid Express®.

4. Upload the Bid Guaranty.

The Bid Guaranty of paragraph “C” of Article VI shall be in the form of a bid bond. No other form will be accepted.

A copy of the bid bond must be submitted with the Bid. Electronic bid bonds will not be accepted.

The original, wet-signed Bid Guaranty shall be submitted to the Agency within 4 business days of the Bid opening.

5. Confirm the Bid Before Submission.

Bid Express® will allow an incomplete Bid to be submitted, so Bidders should carefully review their Bids to ensure they are complete.

The file size limit for each document uploaded to Bid Express® is 10 megabytes (MB). There is no limit to the number of files that can be uploaded to complete the Bid. It is the Bidder’s responsibility to ensure file size conforms to the size limit and allow sufficient time for data upload.

Check the Bid for omissions by clicking the “Check Bid” button at the top right of the bid submission page. Save a draft by clicking the “Save Draft” button on the same area as the “Check Bid” area.

The Bidder is responsible for submission of a complete Bid.

To submit a Bid, click the “Submit Bid” button. Bids can be submitted multiple times. Each subsequent submittal will override the previous.

The only Bid the Agency will see is the last Bid submitted. It is recommended that after each submittal, the Bidder print the Bid submission receipt.

The Agency shall not be responsible for any transmission delays or other issues with the Bid Express® service, and no such delays or issues shall relieve a Bidder of its failure to have its Bid received by the Agency by the time specified in the Notice Inviting Bids.

Prospective Bidders shall note the following:

6. The Bid Proposal may be printed from the web browser at any time.

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7. Additional training materials are available.

From the Bid Express® Training Center at:

https://www.bidexpress.com/vendor_resources

VIII. WITHDRAWAL OF THE BID.

The Bid may be withdrawn by the Bidder provided the request for withdrawal is made in writing to the Director of Public Works or his or her designee, is signed by the Bidder or its authorized representative, and is filed prior to the date and time specified for submission of Bids for the Contract. The request for withdrawal shall be submitted to the Specification Writer listed in the Notice Inviting Bids. The withdrawal of the Bid does not prejudice the right of the Bidder to resubmit the Bid.

Bids submitted electronically may be withdrawn prior to the date and time specified for submission of Bids for the Contract without a written request for withdrawal by following the Bid Express® instructions.

IX. RELIEF FROM THE BID DUE TO A MISTAKE.

Pursuant to Sections 5100 through 5110 of the Public Contract Code, a Bidder may be relieved of its Bid by the Agency.

Pursuant to Section 5103 of the Public Contract Code, the Bidder shall establish to the satisfaction of the Agency that:

1. A mistake was made.
2. The Bidder gave the Agency written notice of the mistake within 5 business days after the date of the Bid opening specifying in detail how the mistake occurred.
3. The mistake made the Bid materially different than the Bidder intended it to be.
4. The mistake was made in filling out the Bid and not due to error in judgment or to carelessness in inspecting the Work site, or in reading the Plans and Specifications.

Pursuant to Section 5105 of the Public Contract Code, a Bidder who claims a mistake shall be prohibited from participating in further bidding on the Contract on which the mistake was claimed.

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X. BID OPENING AND PRELIMINARY BID RESULTS.

All Bids submitted will be publicly opened and read aloud at the time specified in the Notice Inviting Bids and the place specified in the Notice Inviting Bids or posted at the Department Headquarters Building on the date of the Bid opening.

Bids received via Bid Express® will be publicly downloaded and read aloud from the Bid Express® website concurrent with paper bids.

Bid results will be posted, once verified, on the Business Opportunities website identified in Article I.

XI. BID ANALYSIS AND DETERMINATION OF RESPONSIVENESS.

1. After the Bids have been opened and the total amount of each Bid read aloud, the Schedule of Prices will be checked and compared, and the results will be made public.

In case of a discrepancy between the Contract Unit Price and the total set forth for the Bid item, the Contract Unit Price shall prevail. However, if the amount set forth as a Contract Unit Price is ambiguous, unintelligible, or uncertain for any reason, or is omitted, then the amount set forth in the "Total" column for the Bid item shall prevail. In this case, the amount set forth in the "Total" column will be divided by the estimated quantity for the Bid item and the price thus obtained shall become the Contract Unit Price.

2. Pursuant to Article IV, failure of a Bidder to attend a mandatory pre-bid meeting will result in its Bid being rejected.
3. A Bid from any individual, firm, partnership, corporation, or association which prepared, in part or in whole, the Plans, Specifications, or estimates for the Contract will be rejected.
4. More than one Bid for the same Contract from any individual, firm, partnership, corporation, or association under the same or different names will be rejected. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for rejecting all Bids in which such Bidder is interested. However, this requirement does not prevent a Bidder who submits a Bid from being listed as a subcontractor by another Bidder. Apparent collusion among Bidders may be sufficient cause for rejecting any or all Bids, and the participants in such collusion may be barred from future bidding.
5. A Bid in which a Bid item is left totally blank will be considered nonresponsive and will be rejected.
6. A Bid in which the Contract Unit Prices are mathematically or materially unbalanced will be considered nonresponsive and will be rejected. Bids will be considered unbalanced if they generate reasonable doubt that Award to that Bidder will result in the lowest ultimate cost to the Agency.

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7. A Bid in which the signature of the Bidder has been omitted will be considered nonresponsive and will be rejected.
8. A Bid in which each section of the Bid Proposal has not been completely filled out, or which shows any alteration of form or irregularities of any kind, or which contains any additions or conditional or alternate Bids that are not called for, will be considered nonresponsive and will be rejected.
9. A Bid in which any form included in the Bid Proposal is missing, left blank, incomplete, or not been executed, signed, and, when required, notarized, will be considered nonresponsive and will be rejected.
10. The Bidder must self-perform, with its own organization, Contract work amounting to at least that percentage specified in Subsection 3-2 of the Standard Specifications unless such percentage is modified by the Special Provisions in which case the modified percentage shall apply, less the value of those items designated as "Specialty Items," if so designated in the Special Provisions. A Bid which fails to meet this requirement will be considered nonresponsive and will be rejected.
11. A Bid in which the Bid Guaranty is missing, or in which the Bid Guaranty surety bond is not signed by the Surety, or in which the Surety has not had the Bid Guaranty surety bond notarized, will be considered nonresponsive and will be rejected.

XII. COUNTY PREFERENCE PROGRAMS.

In evaluating Bids, pursuant to Public Contract Code 2002 and 2003, the Agency will give preference to businesses that, at the time of submitting the Bid, are one (or more) of the following:

1. Local Small Business Enterprise (LSBE) consistent with Chapter 2.204 of the County Code. A LSBE is: 1) a business certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one (1) year; or 2) a business certified as a LSBE with other certifying agencies under the County of Los Angeles Department of Consumer and Business Affairs' (DCBA) inclusion policy that has its principal place of business located in Los Angeles County and has revenues and employee sizes that meet the State's Department of General Services requirements; and 3) certified as a LSBE business by the County of Los Angeles DCBA.
2. Disabled Veteran Business Enterprise (DVBE) consistent with Chapter 2.211 of the County Code. A DVBE is: 1) a business certified by the State of California; or 2) a business certified by the United States Department of Veterans Affairs as a DVBE; or 3) a business certified as a DVBE with other certifying agencies under DCBA's inclusion policy that meets the criteria set forth by: the State of California as a DVBE or is verified as a service-disabled veteran-owned small business by the Veterans Administration; and 4) certified as a DVBE business by the County of Los Angeles DCBA.
3. Social Enterprise (SE) consistent with Chapter 2.205 of the County Code. A SE is: 1) a business that has been in operation for at least one year providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and 2) certified as a SE business by the County of Los Angeles DCBA.

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Businesses that are a certified LSBE, DVBE, or SE shall be granted a preference of seven (7) percent of the lowest Bid for construction contracts which shall not exceed one hundred fifty thousand dollars (\$150,000). Businesses that are certified under more than one of the programs listed above may have their preferences combined and which shall not exceed fifteen (15) percent of the lowest Bid or one hundred fifty thousand dollars (\$150,000).

In no instance shall any of the above listed preference programs be combined with any other county program to exceed fifteen (15) percent or a maximum of one hundred fifty thousand dollars (\$150,000) in response to any County solicitation. The preference is used only for the basis of award of the Contract and does not alter the Bid amount.

If the Bidder is a LSBE, DVBE, SE, or any combination of the three, and, when applicable, wishes to have its Bid be considered for the preference, it must so request by checking the box (or boxes) on the form included in the Bid Proposal, and shall include a copy of the certification(s) issued by the DCBA with its Bid.

Consideration of the preference is not applicable on Federally-funded construction projects unless specifically allowed by the Federal funding agency (e.g. HUD), and no other Federal agency requirements apply.

Businesses must not request the preference unless the certification process has been completed and certification affirmed. The Agency will verify certification prior to applying the preference. Sanctions and financial penalties may apply to a business that knowingly and with intent to defraud seeks to obtain or maintain certification as a LSBE, DVBE, or SE. Further information on certification is available from the Department of Consumer and Business Affairs, Office of Small Business, www.dcba.lacounty.gov, (855) 230-6430.

Information about the State's business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources website at www.dgs.ca.gov/pd/Programs/OSDS/GetCertified.aspx.

XIII. BIDDER RESPONSIBILITY.

1. A responsible Bidder is a Bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the Contract. It is the Agency's policy to conduct business only with responsible contractors.
2. Bidders are hereby notified that, in accordance with Chapter 2.202 of the County Code, the Agency may determine whether the Bidder is responsible based on a review of the Bidder's performance on any contracts, including but not limited to Agency contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Bidder against public entities. Labor law violations which are the fault of subcontractors and of which the Bidder had no knowledge shall not be the basis of a determination that the Bidder is not responsible.

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3. The Agency may declare a Bidder to be non-responsible for purposes of this Contract if the Board, in its discretion, finds that the Bidder has done any of the following: (1) violated a term of a contract with the Agency, the County, or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Bidder's quality, fitness, or capacity to perform this Contract with the Agency or a contract with any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or omission which indicates a lack of business integrity or business honesty, (4) made or submitted a false claim against the Agency or any other public entity, or (5) when required to enter into a Consultant Services Agreement for preparation of various submittals, fails to submit said submittals in conformance with the Plans and Specifications.
4. If there is evidence that the Bidder with the lowest responsive Bid may not be responsible, the Agency will notify the Bidder in writing of the evidence relating to the Bidder's responsibility and its intention to recommend to the Board that the Bidder be found not responsible. The Agency will provide the Bidder with an opportunity to present evidence as to why the Bidder should be found to be responsible and to rebut evidence which is the basis for the Agency's recommendation. If the Bidder fails to avail itself of the opportunity to rebut the Agency's evidence, the Bidder may be deemed to have waived all rights of appeal.
5. If the Bidder presents evidence in rebuttal to the Agency, the Agency will evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board. The final decision concerning the responsibility of the Bidder shall reside with the Board.
6. These terms shall also apply to proposed subcontractors of the Bidder.

XIV. BIDDER RESPONSIBILITY QUESTIONNAIRE.

In addition to demonstrating the attributes of a responsible Bidder under Article XIII, the Bidder must submit a completed Bidder Responsibility Questionnaire with its Bid, if included with the Contract Documents.

The Bidder Responsibility Questionnaire includes sections on Bidder organizational structure/history, responsibility, comparable projects, financial responsibility/capability, and safety.

A Bid in which the Bidder Responsibility Questionnaire is incomplete, or the statements included therein are inaccurate or inconsistent, will be considered nonresponsive and will be rejected.

XV. INSURANCE.

The Agency will require insurance coverage as specified in Subsection 5-4 of the Standard Specifications and the Special Provisions.

The Agency does not provide automobile insurance coverage or demolition coverage, nor will the Agency provide insurance coverage for contractor's or subcontractor's plant or equipment.

2019 INSTRUCTIONS TO BIDDERS

XVI. PAYMENT AND OTHER BONDS.

The Agency will require payment and performance bonds as specified in Subsection 1-7.2 of the Standard Specifications and the Special Provisions.

XVII. FORMS TO BE SUBMITTED AFTER SUBMISSION OF THE BID.

The following forms shall be submitted by the apparent responsible Bidder with the lowest responsive Bid no later than 4 business days from the date of the Bid opening. Other Bidders shall so submit within 4 business days if so requested. Failure to submit such forms within the time specified will result in the Bidder's Bid not being given further consideration for award of the Contract and forfeiture of the Bid Guaranty.

A. Contractor Employee Jury Service Program.

B. CBE Firm/Organization Information Form for Subcontractors.

XVIII. AWARD AND EXECUTION OF THE CONTRACT.

A. Award of the Contract.

The award of the Contract, if it is awarded, will be made to the apparent responsible Bidder with the lowest responsive Bid ("successful Bidder"). However, until an award is made, the Agency reserves the right to reject any or all Bids, and to waive insignificant or technical errors or discrepancies, if doing so is deemed to best serve the interests of the Agency.

B. Delay of Award.

The Agency reserves the right to delay the award of the Contract for 90 calendar days after the date of the Bid opening. After 90 calendar days, any Bidder may at any time request release from its Bid without penalty.

C. County of Los Angeles Vendor Registration.

Prior to award of the Contract, the successful Bidder shall register as a vendor with the County of Los Angeles. Registration may be accomplished online at <http://camisvr.co.la.ca.us/webven/>.

D. Consultant Services Agreement (CSA).

Following the determination of the successful Bidder by the Agency, the Agency will issue, if so specified in the Special Provisions, a CSA for the preparation of various submittals. The successful Bidder shall return the signed CSA with the Bid Proposal. Following receipt of the signed CSA, the Agency will execute the CSA and authorize preparation of the submittals specified in the Special Provisions. Only after acceptance by the Agency of the specified submittals will the Agency proceed to award the Construction Contract.

Upon determination by the Agency that the specified submittals are acceptable, the Agency will process payment to the Bidder for each specified submittal for the amount specified in the Schedule of Prices in the Bid Proposal.

2019 INSTRUCTIONS TO BIDDERS

Submission of acceptable submittals required by the CSA is a condition precedent to execution of the Contract by the Agency. Failure to meet these requirements will result in a determination and a recommendation that the Board of Supervisors determine that the successful Bidder is non-responsible because such failure reflects on the Bidder's ability to manage the Work.

E. Execution of Contract by Bidder.

Following Bid opening, the successful Bidder will receive the following documents by mail or by hand delivery:

1. The Contract,
2. The Bond for Faithful Performance form,
3. The Payment Bond for Labor and Materials form,
(not required for contracts of \$25,000 or less)
4. Surety Information Form.

The successful Bidder will also receive detailed instructions for executing the Contract and returning it to the Agency.

The Contract shall be signed by the successful Bidder and returned to the Agency, together with the Contract bonds signed by the successful Bidder and the surety's attorney-in-fact and the other documents, including acceptable insurance certificates as required by the Contract Specifications, within 10 business days after it has been received by the successful Bidder or its authorized agent. All signatures shall be properly notarized according to the capacities of the signers. If the individual that signed the Contract is neither the President nor the Secretary of the firm, then a copy of the original Corporate Resolution for the firm shall be attached and signed by the secretary of the firm informing that that individual is authorized to bind contracts.

In addition to the above, the successful Bidder is required to submit the Statement of Information, filed with the State of California on an annual basis. The Statement of Information should also display the "date-filed" stamp in the upper right-hand corner. If the successful Bidder does not have a "date-filed" stamped copy, the successful Bidder is to request it and submit proof to the Agency that it has been requested.

Failure of the successful Bidder to properly execute the Contract, file acceptable bonds, and submit acceptable insurance certificates as provided in the Contract Specifications and herein within the time limit specified above shall be sufficient cause for the annulment of the Notice of Award by the Agency and the forfeiture of the successful Bidder's Bid Guaranty.

No Bid shall be considered as binding upon the Agency until the Contract is fully executed.

2019 INSTRUCTIONS TO BIDDERS

F. Greater Avenues for Independence (GAIN) and General Relief Opportunities for Work (GROW) Programs.

As a threshold requirement for consideration for award of the Contract, except for contracts funded by the Federal Highway Administration or Federal Aviation Administration, the successful Bidder shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, the successful Bidder shall attest to a willingness to provide employed GAIN/GROW participants access to the successful Bidder's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

G. Child Labor Standards.

If awarded the Contract, the successful Bidder shall certify that it will (1) not knowingly supply any products, goods, supplies, or other personal property produced or manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment; (2) upon request, identify the country/countries of origin of any products, goods, supplies, or other personal property the Bidder supplies; and (3) upon request, provide the manufacturer's certification of compliance with all international child labor conventions.

The successful Bidder understands and agrees that, if awarded the Contract and the Agency discovers that any products, goods, supplies, or other personal property supplied by the successful Bidder to the Agency are produced in violation of any international child labor conventions, it will immediately provide an alternative, compliant source of supply.

The successful Bidder further understands and agrees that failure to comply with the foregoing provisions will be grounds for immediate termination of the Contract.

H. Newborn Abandonment Law (Safely Surrendered Baby Law).

If awarded the Contract, the successful Bidder shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the internet at www.babysafela.org/ for printing purposes.

The successful Bidder acknowledges that the Agency places a high priority on the implementation of the Safely Surrendered Baby Law. The successful Bidder understands and acknowledges that it is the Agency's policy to encourage all Agency Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The successful Bidder will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The successful Bidder can contact the County's Department of Children and Family Services, at (213) 351-5886, to request the poster to be used.

2019 INSTRUCTIONS TO BIDDERS

I. Child Support Compliance Program.

The successful Bidder will be required to fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees and comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance throughout the duration of the contract. Failure to comply will be cause for termination of the contract or initiation of debarment proceedings.

XIX. BIDDER DEBARMENT.

1. The Bidder is hereby notified that, in accordance with Chapter 2.202 of the County Code, the Agency may debar the Bidder from bidding on other County or Agency contracts for a specified period of time, generally not to exceed five years; however, if circumstances warrant, the County or the Agency may impose a longer period of debarment up to and including permanent debarment. Also, the County or the Agency may terminate any or all of the Bidder's existing contracts with the County or the Agency, if the Board in its discretion finds that the Bidder has done any of the following: (1) violated any term of a contract with the County or the Agency, (2) committed any act or omission which negatively reflects on the Bidder's quality, fitness, or capacity to perform a contract with the County, the Agency, or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County, the Agency, or any other public entity.
2. If there is evidence that the apparent low Bidder may be subject to debarment, the Agency will notify the Bidder in writing of the evidence which is the basis for the proposed debarment and will advise the Bidder of the scheduled date for a debarment hearing before a Contractor Hearing Board.
3. A Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment will be presented. The Bidder will be given an opportunity to submit evidence at that hearing. After the hearing, a Contractor Hearing Board will prepare a proposed decision, which will contain a recommendation regarding whether the Bidder should be debarred, and, if so, the appropriate length of time of the debarment. If the Bidder fails to avail itself of the opportunity to submit evidence to a Contractor Hearing Board, the Bidder may be deemed to have waived all rights of appeal.
4. A record of the hearing, the proposed decision, and any other recommendation of a Contractor Hearing Board will be presented to the Board. The Board has the right to modify, deny, or adopt any proposed decision and recommendation of a Contractor Hearing Board.
5. The terms of Article XIX shall also apply to proposed subcontractors of the Bidder.

2019 INSTRUCTIONS TO BIDDERS

XX. BID PROTESTS.

Bid protests will be processed by the Agency in accordance with the County of Los Angeles Contracting Manual, Countywide Construction Contracting Policy Guidelines, No. P-05-04, "Bid Protests", dated March 31, 2003. Bidders who wish to file a protest shall do so in accordance with the requirements in the aforementioned guideline which can be found at the following website:
http://dpw.lacounty.gov/aed/construction_manual.pdf.

XXI. GRATUITIES.

It is improper for any Agency officer, employee, or agent to solicit consideration, in any form, from a Bidder with the implication, suggestion, or statement that the Bidder's provision of the consideration may secure more favorable treatment for the Bidder in the award of the Contract or that the Bidder's failure to provide such consideration may negatively affect the Agency's consideration of the Bidder's Bid. A Bidder shall not offer or give, either directly or through an intermediary, consideration, in any form, to an Agency officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of the Contract.

A Bidder shall immediately report any attempt by an Agency officer, employee or agent to solicit such improper consideration. The report shall be made either to the Agency manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914, or (800) 544-6861. Failure to report such a solicitation may result in the Bidder's Bid being eliminated from consideration.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.