

DOCUMENT 00 01 09

SUMMARY BIDDING CALENDAR

NOTICE – THIS SUMMARY IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT LIST ALL DATES, OR TIMES IN THE BIDDING DOCUMENTS. The dates and times listed may not be relied upon or enforced. This summary does not form a part of the contract documents and does not establish contractual obligations. All bidders and contractors must refer to the actual documents for all applicable dates, times and time periods.

<u>Event</u>	<u>Date</u>	<u>Reference</u>
Contract Documents Available	August 23rd 2021	00 11 16 Notice to Bidders
Pre-Bid Conference - On line	August 24th 2021 ; 10:00 AM	00 11 16 Notice to Bidders
Site Visit	September 1st ,2011 10:00 AM	00 45 01 Site Visit Certification
Last Day for Receipt of Requests for Substitutions before Receipt of Bids	10 business days before date for Receipt of Bids	00 21 13 Instructions to Bidders
Last Day for Receipt of Questions	10 business days before date for Receipt of Bids	00 21 13 Instructions to Bidders
Last Day to Submit Bid Protest	5 th Business Day from Date of Notice of Intent to Award	00 21 13 Instructions to Bidders
Receipt of Bids and Bid Opening Last day to submit ECOP forms 101A, 101B and 102	September 16th By 2:00 p.m. 2 business days following the bid opening	00 11 16 Notice to Bidders 00 22 19 Supplemental Instructions to Bidders- Enhanced Construction Outreach Program
Receipt of Bids and Bid Opening	September 17th By 2:00 p.m. 9th Flr 1401 Lakeside Drive	00 11 16 Notice to Bidders
Last day to submit ECOP forms 101A, 101B and 102	September 21st By 2:00 p.m. 9th Flr 1401 Lakeside Drive	00 22 19 Supplemental Instructions to Bidders- Enhanced Construction Outreach Program
Estimated Date of Notice of Award Signing of Contract	September 22 nd 2021 by County 7 Calendar days after Notice of Award	00 11 16 Notice to Bidders 00 51 00 Notice of Award
Submit Post-Award Documents	7 Calendar days after Notice of Award	00 21 13 Instructions to Bidders
Last Day to Submit Escrow Bid Documentation	7 Calendar days after Notice of Award	00 56 00 Escrow Bid Documentation
Contract Duration	77 DAYS	00 52 13 Agreement Form – Stipulated Sum (Single-Prime Contract)
Contract Duration Begins	October 12, 2021	00 55 00 Notice to Proceed

Contract Duration Ends	December 31, 2021	00 55 00 Notice to Proceed
Last Day to Submit Preliminary Schedule, etc. per Notice to Proceed	10 th Business Day following Notice to Proceed	00 55 00 Notice to Proceed

END OF DOCUMENT

DOCUMENT 00 11 16

NOTICE TO BIDDERS

1. Notice is hereby given that The County of Alameda General Services Agency (“GSA”) Purchasing Department (“County” or “Owner”) will receive sealed bids for the following project, Bid No. 20118, Bid Package ACSO Tactical Tower (“Project” or “Contract”):
2. Sealed Bids will be received until 2:00PM p.m., September 16~~17~~, 2021, at 1401 Lakeside Drive, 9th Floor, Oakland, California, at or after which time the bids will be opened and publicly read aloud. Any claim by a bidder of error in its bid must be made in compliance with §5100 et seq. of the Public Contract Code. Any bid that is submitted after this time shall be considered non-responsive and returned to the bidder.
3. The Project consists of:
The build of prefabricated four story tactical training tower in Dublin CA which shall be supplied by the County. The scope shall include the associated the installation of the foundation and electrical work as spelled out in construction documentation and drawings supplied by County and vendor supplying the tower.

[GENERAL DESCRIPTION OF WORK]

The budgetary estimate for the scope of work is approximately \$ \$230,000.
The time to complete this project is December 31st, 2021 (77) calendar days from the Notice to Proceed.

4. All bids shall be on the Bid Form Document 00 41 13 provided by the County. Each bid must conform to and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders Document 00 21 13 and the Supplemental Instructions to Bidders -Enhanced Construction Outreach Program Document 00 22 19.
5. Bidders are strongly encouraged to review the Supplementary Instructions to Bidders – Enhanced Construction Outreach Program Document (ECOP) 00 22 19 and to begin their outreach efforts prior to the initial mandatory project job walk. The list of bidders solicited for this project include but are not limited to all those construction contractors listed in the GSA Small, Local & Emerging Program Vendor Query database located at http://www.acgov.org/sleb_query_app/gsa/sleb/query/slebmenu.jsp .
6. To bid on this Project, the Bidder is required to possess the following State of California Contractor Licenses:

[ENSURE ALL REQUIRED LICENSES ARE LISTED]

[B -]

- The Bidder's license must remain active and in good standing throughout the term of the Contract.
7. A bid bond by an admitted surety insurer on the form provided by the County, cash, or a cashier's check or a certified check, drawn to the order of the County of Alameda, in the amount of ten percent (10%) of the total bid price, shall accompany the Bid Form, as a guarantee that the Bidder will, within seven (7) calendar days after the date of the Notice of Award, enter into a contract with the County for the performance of the services as stipulated in the bid.
 8. The successful Bidder shall be required to furnish a 100% Performance Bond and a 100% Payment Bond if it is awarded the contract for the Work.
 9. The successful Bidder may substitute securities for any monies withheld by the County to ensure performance under the Contract, in accordance with the provisions of §22300 of the Public Contract Code.
 10. The Contractor and all Subcontractors under the Contractor shall pay all workers on all work performed pursuant to this 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 County, pursuant to §§1770 et seq. of the California Labor Code. Prevailing wage rates are also available from the County or on the Internet at: <http://www.dir.ca.gov>.
 11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The following requirements apply to this bid and contract:
 - A. 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 §1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code §1771.1(a)].
 - B. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code §1725.5.
 12. Intentionally left Blank
 13. A mandatory pre-bid conference and site visit will be held virtually Tuesday, August 24, at 10 AM. All participants are required to sign in at the site. The site conference is expected to take approximately 90 minutes. [Click here to join the meeting](#)

If mandatory, failure to attend or arrival after the material start of the meeting will render bid ineligible. A mandatory Site visit will transpire on September 1st, 2021 at 10:00 AM Meeting location will be at Alameda County Sheriff's Office Regional Training center located at 5301 Madigan Road Dublin CA.

14. Contract Documents are available on August 23rd, 2021, for review at the office of General Services Agency. Please coordinate visit to, 1401 Lakeside Drive 8th floor Oakland California by calling (510) 208-3990) In addition, Contract Documents are available for bidders' review at the locations shown on Attachment 1 to this Document.
15. The County has found and determined that the following item(s) shall be used on this Project based on the purpose(s) indicated. (Public Contract Code §3400(b)): A particular material, product, thing, or service is designated by specific brand or trade name for the following purpose(s):
 - (1) **Tactical Tower with installation plans as Supplied by vendor Fire Facilities via County.**
16. It is County policy to minimize the expenditure of County funds on goods and services produced by any entity which buys, sell, leases or distributes commodities and/or professional services to (1) the government of Burma; or (2) any entity organized under the laws of Burma; or (3) any entity which does business with any private or public entity located in Burma, or conducts operations in Burma. Contractors are urged to comply with the policy in making purchases and subcontracts. (ref. Alameda County, Cal., Adm. Code tit.4, §4.32.050(B),(F))
17. Contractors must comply with County Administrative Code's CONSTRUCTION DEBRIS MANAGEMENT AND GREEN BUILDING PRACTICES.
18. The County reserves the right to reject any and all bids and/or waive any irregularity in any bid received. If the County awards the Contract, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.
19. The County shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on:
 - A. The base bid amount and ability to complete the project by December 31, 2021 only.Determination of the responsible bidder with the lowest responsive bid will also be subject to the terms of the ECOP Supplemental Instructions to Bidders Enhanced Construction Outreach Program Document 00 22 19.

END OF DOCUMENT

PLAN ROOM ADVERTISING LIST

<input type="checkbox"/> 1 Bay Area Builders Exchange** 3055 Alvarado Street San Leandro, CA 94577 Phone: (510) 483-8880 ;Fax: (925) 685-3424 Email: planroom@bayareabx.com (This is a merger of Builders Exchange of Alameda County and Contra Costa Builders Exchange 5/18/15.)	<input type="checkbox"/> 2 San Francisco Builders Exchange 850 South Van Ness Avenue San Francisco, CA 94110 Phone: (415) 282-8220 Fax: (415) 821-0363 Email: djohnsonsf@sbcglobal.net
<input type="checkbox"/> 3 Dodge Data and Analytics (Dodge Plan Room, formerly McGraw-Hill Construction Dodge) (Online) 3315 Central Avenue Hot Springs Arkansas (AR) 71913 (Contact: Gerry McCarthy) 626-531-6818; Fax: 626-226-1623 Email gerry.mccarthy@construction.com	<input type="checkbox"/> 4 Small Business Exchange 703 Market Street, Suite 1000 San Francisco, CA 94103 Phone: (415) 778-6250 Fax: (415) 778-6255 Email: sbe@sbeinc.com
<input type="checkbox"/> 5 Central California Builders Exchange 1244 N. Mariposa St. Fresno, Ca 93703 Phone (559) 237-1831; Fax (559) 264-2532 Email: megan@cencalbx.com	<input type="checkbox"/> 6 County of Alameda Current Contracting Opportunities Website located at http://www.acgov.org/gsa_app/gsa/purchasing/bid_content/contractopportunities.jsp
<input type="checkbox"/> 7 The Blue Book Building & Construction Network (www.bb-bid.com Online) Contact: Amanda Limitone, Project Communication Specialist Phone: (855) 805-2560, ext.3145; Email: alimitone@thebluebook.com	
<input type="checkbox"/> 8 Reed Construction Data** – Online/Electronic Plan Room 30 Technology Parkway South, Suite 100 Norcross, GA 30092-2912 Phone: (770) 209-3396 Jeannie Kwan; Fax (Addenda only): (800) 303-8629; Fax (Notice to Bidders/IFB): (800) 642-2437; Email (addenda only): docprocessing@reedbusiness.com - <i>Send requests to advertise to above address/fax/phone-</i> Local Email: jeannie.kwan@reedbusiness.com (EPR: http://www.reedconstructiondata.com)	
<input type="checkbox"/> 9 East Bay Blue Print & Supply Co. 1745 Fourteenth Ave Oakland, CA 94606 Phone: (510) 261-2990 - Sandy Petty Email: ebbp@eastbayblueprint.com	
<input type="checkbox"/> 10 Construction Bidboard, Inc.(Online)** 11622 El Camino Real, Suite 100 San Diego, CA 92130 800-479-5314 phone; 619-688-0585 fax (Contact Dorothy Ellithorpe dellithorpe@ebidboard.com) Alternate: planroom@ebidboard.com * ebidboard@gmail.com	

* Plans/Specs must be sent to individual Plan Rooms to ensure posting at that location.

**Construction trade journals specified for alternate bidding procedures for projects between \$25,000 and \$125,000 minimum advertising requirements. County policy is to post all construction projects over \$25,000 in all listed Plan Rooms, Press/Newspaper Publications and Local Chambers of Commerce/Trade Organizations

DOCUMENT 00 21 13

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.

County will evaluate information submitted by the apparent low Bidder and, if incomplete or unsatisfactory to County, Bidder's bid may be rejected at the sole discretion of County.

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

Alameda County Sheriff’s Office (ASCO) Tactical Training Tower Project

2. County will receive sealed Bids from Bidders as stipulated in the Notice to Bidders Document 00 11 16.
3. Bidders must submit Bids on Document 00 41 13 (Bid Form) and all other required County forms. Bids not submitted on the County’s required forms shall be deemed non-responsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible.
4. Bidders must supply all information required by each Bid Document. Bids must be completed in full. County reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid. Bidders must complete and submit all of the following documents with Bid Form Document 00 41 13:
 - a. Document 00 22 19 Enhanced Construction Outreach Program Package as required by Supplementary Instructions to Bidders – Enhanced Construction Outreach Program
 - b. Document 00 43 13 Bid Security Form or other security
 - c. Document 00 43 36 Designated Subcontractors List
 - d. Document 00 45 01 Site-Visit Certification, if a site visit was required
 - e. Document 00 45 13 Non-Collusion Affidavit
 - f. Document 00 52 13.1 Completed Debarment Form.
5. Bidders must submit with their Bids cash, a cashier's check or a certified check payable to County, or a Bid Bond of not less than ten percent (10%) of amount of base Bid, plus all additive alternates. Required form of corporate surety, Bid Security Form, is provided by County and must be used and fully completed by Bidders choosing to provide a Bid Bond as security. 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 non-responsive and will not be considered.

6. If Bidder to whom Contract is awarded shall for **SEVEN (7)** calendar days after the date of the Notice of Award, fail or neglect to enter into Contract and submit required bonds, insurance certificates, and all other required documents, County may deposit Bid Bond, cash, cashier's check, or certified check for collection, and proceeds thereof may be retained by County as liquidated damages for failure of Bidder to enter into Contract, in the sole discretion of County. It is agreed that calculation of damages County 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.
7. 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 Base Bid. Failure to submit this list when required by law shall result in Bid being deemed non-responsive and the Bid will not be considered.
8. If a mandatory pre-bid conference and site visit ("Site Visit") is requested as referenced in the Instructions to Bidders, then Bidders must submit the Site-Visit Certification with their Bid. County will transmit to all prospective Bidders of record such Addenda as County 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 County 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.
9. Bidders shall submit the Non-Collusion Affidavit with their Bids. Bids submitted without the Non-Collusion Affidavit shall be deemed non-responsive and will not be considered.
10. Bids shall be clearly written without erasure or deletions. County reserves the right to reject any Bid containing erasures or deletions.
11. Bidders shall not modify Document 00 41 13 (Bid Form-Stipulated Sum) or qualify their Bids. Bidders shall not submit to the County a scanned, re-typed, word-processed, or otherwise recreated version of Document 00 41 13 (Bid Form-Stipulated Sum) or other County-provided document.
12. The successful Bidder and all its subcontractors shall pay all workers on all work performed pursuant to this 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 County, pursuant to §§1770 et seq. of the California Labor Code.

13. Intentionally left Blank
14. 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 Bid shall constitute the Bidder's express representation to County that Bidder has fully completed the following:
 - a. Bidder has visited the Site 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;
 - d. Bidder has given County 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 thereof by County is acceptable to Bidder;
 - e. Bidder has made a complete disclosure in writing to County of all facts bearing upon any possible interest, direct or indirect, that Bidder believes any representative of County or other officer or employee of County 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 represents in its Document 00 41 13 (Bid form-Stipulated Sum) and the Agreement that it performed prior to

bidding. Bidders are 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, County 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 County-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. County is not responsible for the completeness of such information for bidding or construction; nor is County responsible in any way for any conclusions or opinions of Bidder drawn from such information; nor is County responsible for subsurface conditions that are not specifically shown (for example, County 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 00 31 32 Geotechnical Data, and the Document 00 31 19 Existing Conditions Information, 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 Document 00 31 19 Existing Conditions Information, 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 County.
15. Bidders may examine any available "as-built" drawings of previous work by giving County reasonable advance notice. County will not be responsible for accuracy of "as-built" drawings. The Document 00 31 19 Existing Conditions Information applies to all supplied "as-built" drawings.
16. 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 State of California Department of Industrial Relations, are on file at the County's principal office. Prevailing wage rates are also available from the County or on the internet at www.dir.ca.gov
17. All questions about the meaning or intent of the Contract Documents are to be directed in writing, including by e-mail, to County. Interpretations or clarifications considered necessary by County in response to such questions will be issued in writing by Addenda faxed, mailed, or delivered to all parties recorded by County as having received the Contract Documents. Questions received less than **TEN(10)** business 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.
18. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by County.
19. Each Bidder must acknowledge each Addendum in its Document 00 41 13 (Bid Form-Single Prime Contract) by number or its Bid shall be considered non-responsive. Addenda shall be part of the Contract Documents. A complete listing of Addenda may be secured from County.
20. Bids shall be based on products and systems specified in Contract Documents or listed by name in Addenda. County is not responsible and/or liable in any way for a Bidder's damages and/or claims related, in any way, to that Bidder's basing its bid on any requested substitution that County has not approved. Bidders 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 §3400. All requests must comply with the following:

- a. County must receive any request for substitution a minimum of **TEN (10)** business days prior to bid opening.
 - b. Requests for substitutions shall contain sufficient information to assess acceptability of product or system and impact on Project, including, without limitation, the requirements specified in the Document 00 73 13 (Special Conditions) and the Specifications. Insufficient information shall be grounds for rejection of substitution.
 - c. Approved substitutions shall be listed in Addenda. County reserves the right not to act upon submittals of substitutions until after bid opening.
 - d. Substitutions may be requested after Contract has been awarded only if indicated in and in accordance with requirements specified in the Document 00 73 13 (Special Conditions) and the Specifications.
21. All Bids must be sealed, and marked with name and address of the Bidder and the Project Number, Bid number, Bid package, and time of bid opening. Bids will be received as indicated in the Notice to Bidders.
- a. Mark envelopes with the name of the Project.
 - b. Bids must be submitted at the place and by date and time shown in the Instructions to Bidders.
 - c. Bids must contain all documents as required herein.
22. Bids will be opened publicly immediately after the time indicated for receipt of bids. **September 17th 2:00 PM room 1107 Lakeside Drive or virtually:**
- [Click here to join the meeting](#)
23. 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 County's option and under terms established in the Contract and pursuant to §20103.8 of the Public Contract Code, be selected for the Work. County shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on the criteria as indicated in these contract documents.
24. Time for Completion: County may issue a Notice to Proceed within **Sixty (60)** calendar days from the date of the Notice of 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 County desires to postpone issuing the Notice to Proceed beyond the 90-day period above, it is expressly understood that with reasonable notice to the Contractor, County may postpone issuing the Notice to Proceed.
 - b. It is further expressly understood by Bidder 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 the 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 County within **TEN (10)** calendar days after receipt by Contractor of County's notice of postponement.
 - c. It is further understood by Bidder that in the event that Contractor terminates the Contract as a result of postponement by County, County shall only be obligated to pay Contractor for the Work that Contractor had performed at the time of notification of postponement and which County 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, County shall have the authority to award the Contract to the next lowest responsive responsible bidder.
25. The Bidder to whom Contract is awarded shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7TH)** calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles County to reject the bid as non-responsive.
- a. Document 00 52 13 Agreement: To be executed by successful Bidder. Submit four (4) copies, each bearing an original signature.
 - b. Document 00 56 00 Escrow of Bid Documentation: This must include all required documentation. See the document Escrow of Bid Documentation for more information.
 - c. Document 00 61 13.13 Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
 - d. Document 00 61 13.16 Payment Bond (100%) (Contractor's Labor and Material Bond): On the form provided in the Contract Documents and fully executed as indicated on the form.
 - e. Insurance Certificates and Endorsements as required.

- f. Document 00 45 26 Workers' Compensation Certification.
 - g. Document 00 45 46.01 Prevailing Wage and Related Labor Requirements Certification.
 - h. Document 00 45 46.04 Hazardous Materials Certification.
 - i. Contractor's Safety Plan specifically adapted for the Project.
26. Any Bid protest by any Bidder must be submitted in writing to the County's GSA–Office of Acquisition Policy, ATTN: Contract Compliance Officer, located at 1401 Lakeside Drive, 10th Floor, Oakland, CA 94612, Email: GSA-BidProtests@acgov.org, before 5:00 p.m. of the FIFTH (5th) business day following the date of issuance of the Document 00 51 13 (Notice of Intent to Award), not the date received by the Bidder. A Bid protest received after 5:00 p.m. is considered received as of the next business day.
- a. The Bid protest must contain a complete statement of the reasons and facts for the protest.
 - b. The protest must refer to the specific portions of all documents that form the basis for the protest.
 - c. The protest must include the name, address, email address, fax number and telephone number of the person representing the protesting party.
 - d. The County Agency/Department will notify all bidders of the protest as soon as possible.
 - e. Upon receipt of written protest, GSA–Office of Acquisition Policy, or designee, will review and evaluate the protest and issue a written decision. The GSA–Office of Acquisition Policy, may, at its discretion, investigate the protest, obtain additional information, provide an opportunity to settle the protest by mutual agreement, and/or schedule a meeting(s) with the protesting Bidder and others (as appropriate) to discuss the protest. The decision on the bid protest will be issued at least ten (10) business days prior to the Board hearing or GSA award date.
 - f. The decision will be communicated by e-mail, fax, or US Postal Service mail, and will inform the bidder whether or not the recommendation to the Board of Supervisors or GSA in the Notice of Intent to Award is going to change. A copy of the decision will be furnished to all Bidders affected by the decision. As used in this paragraph, a Bidder is affected by the decision on a Bid protest if a decision on the protest could have resulted in the Bidder not being the apparent successful Bidder on the Bid.

- g. The decision of the GSA-Office of Acquisition Policy on the bid protest may be appealed to the Auditor-Controller's Office of Contract Compliance & Reporting (OCCR) located at 1221 Oak St., Room 249, Oakland, CA 94612, Fax: (510) 272-6502 unless the OCCR determines that it has a conflict of interest in which case an alternate will be identified to hear the appeal and all steps to be taken by OCCR will be performed by the alternate. The Bidder whose Bid is the subject of the protest, all Bidders affected by the GSA-Office of Acquisition Policy's decision on the protest, and the protestor have the right to appeal if not satisfied with the GSA-Office of Acquisition Policy's decision. All appeals to the Auditor-Controller's OCCR shall be in writing and submitted within five (5) business days following the issuance of the decision by the GSA-Office of Acquisition Policy, not the date received by the Bidder. An appeal received after 5:00 p.m. is considered received as of the next business day. An appeal received after the FIFTH (5th) business day following the date of issuance of the decision by the GSA-Office of Acquisition Policy shall not be considered under any circumstances by the GSA or the Auditor-Controller OCCR.
- h. The appeal shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal.
- i. In reviewing protest appeals, the OCCR will not re-judge the proposal(s). The appeal to the OCCR shall be limited to review of the procurement process to determine if the contracting department materially erred in following the Bid or, where appropriate, County contracting policies or other laws and regulations.
- j. The appeal to the OCCR also shall be limited to the grounds raised in the original protest and the decision by the GSA-Office of Acquisition Policy. As such, a Bidder is prohibited from stating new grounds for a Bid protest in its appeal. The Auditor-Controller (OCCR) shall only review the materials and conclusions reached by the GSA-Office of Acquisition Policy or department designee, and will determine whether to uphold or overturn the protest decision.
- k. The Auditor's Office may overturn the results of a bid process for ethical violations by Procurement staff, County Selection Committee members, subject matter experts, or any other County staff managing or participating in the competitive bid process, regardless of timing or the contents of a bid protest.
- l. The decision of the Auditor-Controller's OCCR is the final step of the appeal process. A copy of the decision of the Auditor-Controller's OCCR will be furnished to the protestor, the Bidder whose Bid is the subject of the Bid protest, and all Bidders affected by the decision.

- m. The County will complete the Bid protest/appeal procedures set forth in this paragraph before a recommendation to award the Contract is considered by the Board of Supervisor or GSA.
 - n. The procedures and time limits set forth in this paragraph are mandatory and are each Bidder's sole and exclusive remedy in the event of Bid Protest. A Bidder's failure to timely complete both the Bid protest and appeal procedures shall be deemed a failure to exhaust administrative remedies. Failure to exhaust administrative remedies, or failure to comply otherwise with these procedures, shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings.
27. A responsive bid is a solicited bid that has been determined to be in conformance with the conditions, completion or delivery requirements, and specifications detailed in the solicitation for bid. Responsive bids are those submitted on time; contain complete information, and required submittals and/or supporting documentation.
28. A responsible bidder is defined by the California Public Contract Code §1103 as "a bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform this public works contract."
29. County reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any bidder if County believes that it would not be in the best interest of County 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 County. County also reserves the right to waive inconsequential deviations not involving price, time, or changes in the Work. 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.
30. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of the figures or numerals.
31. Prior to the award of Contract, County reserves the right to consider the responsibility of the Bidder. County may conduct investigations as County 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 County's satisfaction within the prescribed time.

END OF DOCUMENT

