

**1. NOTICE TO BIDDERS**

## 1.1. NOTICE TO BIDDERS

### *(Prequalified Bidders Only)*

Notice is hereby given that the Oceanside Unified School District's ("District") Board of Education ("Board") of the County of San Diego, State of California, will receive sealed informal bids for the construction associated with **ADA Work - Oceanside High School** ("Project") up to, but not later than, **10:30AM**, on **Tuesday, February 13**, and will thereafter publicly open and read aloud the bids. All bids shall be received at **the District's Office, Board Room** located at **2111 Mission Ave., Oceanside, CA 92058**.

Each bid shall be completed on the **Bid Proposal Form** included in the Contract Documents, and must conform and be fully responsive to this invitation, the plans and Specifications and all other Contract Documents. Copies of the Bid and Contract Documents are available electronically and/or from the District website, or by contacting **James McGrane** at **jamesmcgrane@maasco.com**. While the Bid and Contract Documents may be available through other plan rooms or sites, the District does not guarantee the authenticity or completeness of the Bid and Contract Documents obtained from such other plan rooms or sites.

Bids will be accepted by the District only if the Bidder submitting the bid proposal has been prequalified and has been deemed a "Qualified Contractor" for the nature and scope of the work hereunder. The bid proposal of a Bidder who is not a "Qualified Contractor" for the nature and scope of the work shall be rejected for non-responsiveness. Each Bidder shall complete, execute, and submit with its bid proposal the District's Prequalification Application Information confirming that there are no material adverse changes to any of the information provided by the Bidder in its Prequalification Application submitted to the District. The District expressly reserves the right to verify the information provided by the Bidder in its Prequalification Application has not been subject to material adverse changes. If, in the reasonable determination of the District, material adverse changes have occurred to the information provided by a Bidder in its Prequalification Application, the District may reject the bid proposal of such Bidder for non-responsiveness.

In accordance with Public Contract Code section 20111, each bid shall be accompanied by cash, a cashier's or certified check, or a bidder's bond executed by an admitted surety insurer, made payable to the District, in an amount not less than ten percent (10%) of the maximum amount of the bid. The bid security shall be given as a guarantee that the Bidder to whom the Contract is awarded will execute the Contract Documents and will provide the required payment and performance bonds and insurance certificates within ten (10) days after the notification of the award of the Contract.

This is a public works project and the successful Bidder shall comply with the provisions of the Labor Code pertaining to payment of the generally prevailing rate of wages and apprenticeships or other training programs. The California Department of Industrial Relations ("DIR") has made available the general prevailing rate of per diem wages in the locality in which the work is to be performed for each craft, classification or type of worker needed to execute the contract, including

employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available to any interested party upon request and are online at <http://www.dir.ca.gov/DLSR>. The Contractor and all Subcontractors shall pay not less than the specified rates to all workers employed by them in the execution of the Contract. It is the Contractor's responsibility to determine any rate change. During the work and pursuant to Labor Code section 1771.4(a), the DIR shall monitor compliance with prevailing wage requirements and enforce the Contractor's prevailing wage obligations.

The schedule of per diem wages is based upon a working day of eight (8) hours. The rate for holiday and overtime work shall be at least time and one half.

The substitution of appropriate securities in lieu of retention amounts from progress payments in accordance with Public Contract Code section 22300 is permitted.

Pursuant to Public Contract Code section 4100 et seq., each bid shall include the name, the location of the place of business, the California contractor license number, and public works contractor registration number of each Subcontractor who shall perform work or labor or render service or fabricate or install work for the contractor in excess of one-half of one percent (0.5%) of the contractor's total bid price. The bid shall describe the type of the work to be performed by each listed Subcontractor.

No bid may be withdrawn for a period of sixty (60) days after the date set for the opening for bids, except as provided by Public Contract Code section 5100 et seq.

The District reserves the right to reject any and all bids and to waive any informalities or irregularities in the bidding.

Minority, female, and disabled veteran contractors are encouraged to submit bids.

The Project is subject to compliance monitoring and enforcement by the DIR. In accordance with Labor Code sections 1725.5 and 1770 et seq., all Bidders, contractors and subcontractors working at the site shall be registered with the DIR at the time the Contract is awarded and at all relevant times. Proof of registration shall be provided as to all such contractors and subcontractors prior to the commencement of any work. A bid proposal submitted without Bidder's DIR registration verification duly completed and executed and/or without setting forth the DIR registration number for each Subcontractor identified in the Subcontractor List Form shall result in rejection of the bid proposal for non-responsiveness.

Pursuant to Public Contract Code section 3300, the District requires that each Bidder must possess, at the time the Contract is awarded, the following classifications of California State Contractor's License: **B - General Building Contractor**.

The Contractor's California State License number shall be clearly stated on the Bidder's proposal. Any Bidder not so duly and properly licensed shall be subject to all penalties imposed by law. No payment shall be made for work, labor, materials, or services provided under the Contract for the work unless and until the Registrar of Contractors verifies to the District that the Bidder awarded the Contract is properly and duly licensed to perform the work.

Pursuant to and in accordance with Labor Code section 1771.1, each Bidder shall be a DIR Registered Contractor when submitting a bid proposal. The bid proposal of a Bidder who is not a DIR Registered Contractor shall be rejected for non-responsiveness. All Subcontractors identified in the Bidder's Subcontractor List Form shall be DIR Registered Contractors at the time the bid proposal is submitted.

The District's Board has found that the Project is substantially complex and therefore requires a standard retention amount of five percent (5%) of each progress payment.

Bidders' Conference and Site Walk. A mandatory Bidders' pre-bid conference and site walk in compliance with Public Contract Code section 6610 will be held at **Oceanside High School**, on **Monday, January 29** at **10:30AM** for the purpose of acquainting all prospective Bidders with the Contract Documents and the Project site. The mandatory Bidders' pre-bid conference and site walk shall not occur within a minimum of five (5) calendar days of the publication of the initial notice. Failure to attend the conference may result in the disqualification of the bid of the non-attending Bidder.

A payment bond is required for a public works contract involving an expenditure in excess of twenty-five thousand dollars (\$25,000.00). Separate payment and performance bonds, each in an amount equal to 100% of the total Contract amount, are required, and shall be provided to the District prior to execution of the Contract and shall be in the form set forth in the Contract Documents. All bonds (Bid, Performance, and Payment) must be issued by a California admitted surety insurer as defined in California Code of Civil Procedure section 995.120.

By: Oceanside Unified School District  
Fiscal Services Dept.  
2111 Mission Avenue, Bldg. A  
Oceanside, California 92058  
Attn: **Chris Altsatt**

Notice sent to contractors listed with the District, in compliance with Public Contract Code section 22034, on **Monday, January 15, 2024**.

**2. INSTRUCTIONS TO BIDDERS**

**2.1. INSTRUCTIONS TO BIDDERS**

Each bid submitted to the Oceanside Unified School District (“District”) for the **ADA Work - Oceanside High School** (“Project”) shall be in accordance with the following instructions and requirements, which are part of the Contract Documents for this Project.

1. Deadline For Receipt of Bids. Each bid shall be sealed and submitted to the District’s Board Room no later than **10:30AM on Tuesday, February 13**. The District suggests that bids be hand delivered in order to ensure their timely receipt. Any bids received after the time stated, regardless of the reason, shall be returned, unopened, to the Bidder.

2. Schedule of Events.

<b>Event:</b>	<b>Date:</b>
Provide Notice to Listed Contractors	<b>Monday, January 15, 2024</b> <b>Monday, January 22, 2024</b>
Mandatory Conference and Site Walk at <b>Oceanside High School</b>	<b>Monday, January 29, 2024</b> <b>10:30AM</b>
Requests for Clarifications to the Bid Documents Due	<b>Thursday, February 1, 2024</b> <b>10:30AM</b>
Responses to Requests for Clarifications Sent	<b>Tuesday, February 6, 2024</b>
Bids Due	<b>Tuesday, February 13, 2024</b> <b>10:30AM</b>
District Sends Out Notice of Intent to Award	<b>Tuesday, February 20, 2024</b>
District Awards Project at Board Meeting	<b>Tuesday, March 12, 2024</b>

3. Bidders’ Conference and Site Walk. Mandatory Bidders’ pre-bid conference and site walk will be held on **Monday, January 29 at 10:30AM**. for the purpose of acquainting all prospective Bidders with the Contract Documents and the Project site.

4. Requests for Information. A Bidder’s failure to request clarification or interpretation of an apparent error, inconsistency or ambiguity in the Contract Documents waives that Bidder’s right to thereafter claim any entitlement to additional compensation based upon an ambiguity, inconsistency, or error, which should have been discovered by a reasonably prudent Contractor, subject only to the limitations of Public Contract Code section 1104. To the fullest extent permitted by law, District expressly disclaims responsibility for assumptions a Bidder may draw from the presence or absence of information in the Bid Documents or Contract Documents. Any questions relative to the bid shall be in writing and directed to **James McGrane**, [jamesmcgrane@maasco.com](mailto:jamesmcgrane@maasco.com), or at the address specified for receipt of bid proposals. These

requests shall be submitted to the District at least ten (10) working days prior to the date the bid is due.

5. Bid Proposal Forms. All bid proposals shall be made on the Bid Proposal Form provided by the District. All items on the Bid Proposal Form shall be filled out in ink. Numbers should be stated in both words and figures where so indicated; conflicts between a number stated in words and in figures are governed by the words. The signatures of all individuals must be in long hand. The completed form should be without interlineations, alterations, or erasures.

6. Execution of Forms. Each bid shall give the full business address of the Bidder and must be signed by the Bidder or Bidder's authorized representative with his or her usual signature. Bids by partnerships must furnish the full names of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters. Bids by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter. The name of each person signing shall also be typed or printed below the signature. When requested by the District, satisfactory evidence of the authority of the officer signing on behalf of the corporation or partnership shall be furnished. A Bidder's failure to properly sign required forms may result in rejection of the bid. All bids must include the Bidder's contractor license number(s) and expiration date(s).

7. Bid Security. In accordance with Public Contract Code section 20111, each bid shall be accompanied by cash, a cashier's or certified check, or a bidder's bond executed by an admitted surety insurer, made payable to the District, in an amount not less than ten percent (10%) of the maximum amount of the bid, inclusive of any additive alternate bid items. A bid bond shall be secured from an admitted surety company licensed in the State of California and satisfactory to the District. The bid security shall be given as a guarantee that the Bidder will enter into the Contract if awarded the work, and in the case of refusal or failure to enter into the Contract within ten (10) calendar days after notification of the award of the Contract or failure to provide the payment and performance bonds and proof of insurance as required by the Contract Documents, the District shall have the right to award the Contract to another Bidder and declare the bid security forfeited. The District reserves the right to pursue all other remedies in law or equity relating to such a breach including, but not limited to, seeking recovery of damages for breach of contract. Failure to provide bid security, or bid security in the proper amount, shall result in rejection of the bid proposal.

8. Withdrawal of Bid Proposals. Bid proposals may be withdrawn by the Bidders prior to the time fixed for the opening of bids, but may not be withdrawn for a period of sixty (60) days after the opening of bids, except as provided by Public Contract Code section 5100 et seq.

9. Addenda or Bulletins. The District reserves the right to issue addenda or bulletins prior to the opening of the bids. Any addenda or bulletins issued prior to bid time shall be considered a part of the Contract Documents. If the District issues any addenda during the bidding, the failure of any Bidder to acknowledge such addenda in its bid proposal shall render the bid rejected for non-responsiveness.

10. Bonds. The successful Bidder shall be required to submit payment and performance bonds as specified in and using the bond forms included with the Contract Documents. All required bonds shall be based on the maximum total contract price as awarded, including additive alternates, if applicable.
11. Rejection of Bids and Award of Contract. The District reserves the right to waive any irregularities in the bid and reserves the right to reject any and all bids. The Contract will be awarded, if at all, within sixty (60) calendar days after the opening of bids to the lowest responsible, responsive Bidder, subject to the Board's approval. The time for awarding the Contract may be extended by the District with the consent of the lowest responsible, responsive Bidder.
12. Execution of Contract. The successful Bidder shall, within ten (10) calendar days of the Notice of Award of the Contract, sign and deliver to the District the executed Contract along with the bonds and certificates of insurance required by the Contract Documents. In the event the successful Bidder fails or refuses to execute the Contract or fails to provide the bonds and certificates as required, the District may declare the Bidder's bid deposit or bond forfeited as liquidated damages, and may award the work to the next lowest responsible, responsive Bidder, or may reject all bids and, in its sole discretion, call for new bids. In all cases, the District reserves the right, without any liability, to cancel the award of Contract at any time prior to the full execution of the Contract.
13. Drawings and Specifications. All drawings, specifications and other documents used or prepared during the Project shall be the exclusive property of the District.
14. Evidence of Responsibility. Upon the request of the District, a Bidder shall submit promptly to the District satisfactory evidence showing the Bidder's financial resources, the Bidder's experience in the type of work being required by the District, the Bidder's availability to perform the Contract and any other required evidence of the Bidder's qualifications and responsibility to perform the Contract. The District may consider such evidence before making its decision to award the Contract. Failure to submit requested evidence may result in rejection of the bid.
15. Taxes. Applicable taxes shall be included in the bid prices.
16. Bid Exceptions. Bid exceptions are not allowed. If the Bidder has a comment regarding the Bid Documents or the scope of work, the Bidder shall submit those comments to the District for evaluation at least ten (10) working days prior to the opening of the bids. No oral or telephonic modification of any bid submitted will be considered and a sealed written modification may be considered only if received prior to the opening of bids. Emailed or faxed bids or modifications will not be accepted.
17. Discounts. Any discounts which the Bidder desires to provide the District must be stated clearly on the Bid Proposal Form itself so that the District can calculate the net cost of the bid proposal. Offers of discounts or additional services not delineated on the Bid Proposal Form will not be considered by the District in the determination of the lowest responsible, responsive Bidder.



18. Quantities. The quantities shown on the plans and Specifications are approximate. The District reserves the right to increase or decrease quantities as desired.

19. Prices. Bidders must quote prices F.O.B. unless otherwise noted. Prices should be stated in the units specified and Bidders should quote each item separately.

20. Samples. On request, samples of any products being bid shall be furnished to the District.

21. Substitutions. In describing any item, the use of a manufacturer or brand does not restrict bidding to that manufacturer or brand, but is intended only to indicate quality and type of item desired, except as provided in Public Contract Code section 3400. Substitute products may be considered either prior to or after the award of the Contract in accordance with section 3400 and as set forth in the Contract Documents. All data substantiating the proposed substitute as an "equal" item shall be submitted with the written request for substitution. The District reserves the right to make all final decisions on product and vendor selection.

22. Container Costs and Delivery. All costs for containers shall be borne by the Bidder. All products shall conform to the provisions set forth in the federal, county, state and city laws for their production, handling, processing and labeling. Packages shall be so constructed to ensure safe transportation to the point of delivery.

23. Bid Negotiations. A bid response to any specific item of the bid using terms such as "negotiable," "will negotiate," or similar phrases will be considered non-responsive.

24. Prevailing Law. In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. All equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state and federal law, including but not limited to Labor Code sections 1771, 1778 and 1779.

25. Allowances. An "allowance" means an amount included in the bid proposal for work that may or may not be included in the Project, depending on conditions that will become known only after the Project is underway.

26. Subcontractors. Pursuant to the Subletting and Subcontracting Fair Practices Act, Public Contract Code sections 4100 et seq., every Bidder shall, on the enclosed Subcontractor List Form, set forth:

a. The name, the location of the place of business, the California contractor license number, and public works contractor registration number of each Subcontractor who shall perform work or labor or render service or fabricate or install work for the contractor in excess of one-half of one percent (0.5%) of the contractor's total bid price.

b. If the Bidder fails to specify a Subcontractor for any portion of the work to be performed under the Contract in excess of one-half of one percent (0.5%) of the Bidder's total bid, Bidder agrees that Bidder is fully qualified to and shall perform that portion of the work. The successful Bidder shall not, without the written consent of the District or compliance with Public Contract Code section 4100 et seq., either:

- 1) Substitute any person as Subcontractor in place of the Subcontractor designated in the original bid;
- 2) Permit any subcontract to be voluntarily assigned or transferred or allow the work to be performed by anyone other than the original Subcontractor listed in the bid; or
- 3) Sublet or subcontract any portion of the work in excess of one-half of one percent (0.5%) of the Contractor's total bid as to which the Contractor's original bid did not designate a Subcontractor.

27. Examination of Contract Documents and Work Site. Before submitting a bid proposal, all Bidders shall carefully examine the Contract Documents, including the plans and Specifications, shall visit the site of the proposed work, and shall fully inform themselves of all conditions in and about the work site, as well as applicable federal, state and local laws and regulations that may affect the work. No Bidder shall visit the site without prior authorization of the District. Bidders shall contact Christopher Altstatt, christopher.altstatt@oside.us for coordination of site visits.

28. Form and Approval of Contract. The Contract Documents must be approved by the Board and its legal counsel. The Bidder selected by the District shall execute the contract provided by the District.

29. Licenses and Permits. Each Bidder shall at all times possess all appropriate and required licenses or other permits to perform the work as identified in the Contract Documents. Upon request, each Bidder shall furnish the District with evidence demonstrating possession of the required licenses or permits.

30. Denial of Right to Bid. Contractors or Subcontractors who have violated state law governing public works, pursuant to Labor Code section 1770 et seq., shall be denied the right to bid on this public works contract.

31. Bidders Interested in More Than One Bid. No person, firm, or corporation shall make, or file, or be interested in more than one bid. However, a person, firm, or corporation that has submitted a sub-proposal to a Bidder, or that has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or from submitting a prime proposal. The form of Non-Collusion Declaration included in the Contract Documents shall be completed and duly executed on behalf of the Bidder. The failure of a Bidder to submit a completed and executed Non-Collusion Declaration with its Bid shall render the Bid non-responsive.

32. Contractors State License Board. Contractors and Subcontractors are required by law to be licensed and regulated by the California Contractors State License Board.

33. Additive and Deductive Items: Method of Determining Lowest Bid. Pursuant to Public Contract Code section 20103.8, if the bid solicitation includes additive and/or deductive items, the method checked  below shall be used to determine the lowest bid:

- (a) The lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.
- (b) The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation or Bid Proposal Form as being used for the purpose of determining the lowest bid price.
- (c) The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that when taken in order from a specifically identified list of those items in the solicitation, and added to, or subtracted from, the base contract, are less than, or equal to, a funding amount publicly disclosed by the District before the first bid is opened.
- (d) The lowest bid shall be determined in a manner that prevents any information that would identify any of the Bidders or the proposed Subcontractors or suppliers from being revealed to the District before the ranking of all Bidders from lowest to highest has been determined.

If no method is checked, sub-paragraph (a) shall be used to determine the lowest bid.

Notwithstanding the method used by the District to determine the lowest responsible, responsive Bidder, the District retains the right to add to or deduct from the Contract any of the items included in the bid solicitation.

34. Public Records Act. Responses to the Bid Documents will become the property of the District and subject to the California Public Records Act, Government Code section 6250 et seq. Those elements in each response that are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" may not be subject to disclosure. The District shall not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. Any responses that indiscriminately identify all or most of its response as exempt from disclosure without justification may be deemed non-responsive. In the event the District is required to defend an action on a Public Records Act request for any of the contents of a response marked "Confidential," "Trade Secret," or "Proprietary," each respondent agrees, by submission of its response for the District's consideration, to defend and indemnify the District, its Board, employees, agents, and assigns, from all costs and expenses, including attorney's fees, in any action or liability arising under the Public Records Act.

35. Quality. All equipment and materials used in the installation should be new. Used, refurbished or repurposed equipment or material will not be acceptable.

36. Bid Protest. Any bid protest must be in writing and received by the OUSD Fiscal Services before 5:00 p.m. no later than three (3) calendar days following the issuance of a Notice of Intent to Award the bid, and shall comply with the following requirements:

- a. The bid protest must contain a complete statement of the basis for the protest and all supporting documentation.

- b. The party filing the protest must have actually submitted a bid for the Project. A Subcontractor of a Bidder submitting a bid for the Project may not submit a bid protest. A Bidder may not rely on the bid protest submitted by another Bidder, but must timely pursue its own protest.
- c. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based.
- d. The protest must include the name, address and telephone number of the person representing the protesting Bidder.
- e. The Bidder filing the protest must concurrently transmit a copy of the bid protest and all supporting documentation to all other Bidders with a direct financial interest which may be affected by the outcome of the protest, including all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- f. The Bidder whose bid has been protested may submit a written response to the bid protest. Such response shall be submitted to the District before 5:00 p.m. no later than two (2) working days after the deadline for submission of the bid protest or receipt of the bid protest, whichever is sooner, and shall include all supporting documentation. Such response shall also be transmitted by the responding party concurrently to the protesting Bidder and to all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- g. The procedure and time limits set forth in this Section are mandatory and are the Bidder's sole and exclusive remedy in the event of bid protest. By submitting a bid, each Bidder agrees that failure to comply 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.
- h. If the District determines that a protest is frivolous, the protesting Bidder may be determined to be non-responsible and that Bidder may be determined to be ineligible for future contract awards by the District.
- i. A "working day" for purposes of this Section means a weekday during which the District's office is open and conducting business, regardless of whether or not school is in session.

**[END OF INSTRUCTIONS TO BIDDERS]**