

**PROJECT NAME: DISTRICT WIDE - RUBBERIZED PLAYGROUND FLOORING**  
**BID NUMBER: F08-23**

**REVISED INFORMATION FOR BIDDERS – January 21, 2009**

1. **PREPARATION OF BID FORM:** The DISTRICT invites bids on the form attached to be submitted at such time and place as is stated in the Notice Inviting Bids. All blanks in the bid form must be appropriately filled in. All bids shall be submitted in sealed envelopes bearing on the outside the name of the bidder, address of the bidder, category number and the name of the project for which the bid is submitted. It is the sole responsibility of the bidder to see that the bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened. No bids may be submitted by facsimile or e-mail.
2. **PROJECT:** The Work shall consist of everything necessary for and incidental to executing and completing all work required to comply with the Contract Documents referring to:

**DISTRICT WIDE - RUBBERIZED PLAYGROUND FLOORING**

3. **ADDENDA:** Addenda issued during time of bidding shall be included in bid and shall be made a part of the Contract. Bidder shall list in the Proposal each addendum received.
  - A. Addenda will be prepared and issued to Bidders at the option of the DISTRICT.
  - B. Name and telephone number of the individual who is responsible for the bidding procedure and the receipt of Addenda shall be filed at the pick-up location.
  - C. Addenda may be issued only to Bidders who have obtained bid sets at the designated pick-up location and to Plan Rooms where bid documents are on file.
  - D. Addenda issued more than 72 hours prior to the day bids are designated to be opened shall be mailed to Bidders and Plan Rooms via UPS.
  - E. Addenda containing any material changes, additions or deletions issued less than 72 hours from the time of bid closing shall cause the bid closing date and time to be extended so as to provide a minimum of 72 hours between the issuance of the addenda and the bid closing.
  - F. No extension will be given for non-material addenda.
  - G. Addenda will NOT be transmitted to Bidders or Plan Rooms via Facsimile Copier (FAX).
  - H. Bidders shall be responsible for confirming they are in receipt of all addendums.
4. **BID SECURITY:** As stipulated in the Notice Inviting Bids, each bid shall be accompanied by cash, a cashier's check or certified check made payable to the DISTRICT or a satisfactory bid bond in favor of the DISTRICT, executed by the bidder as principal and a California

admitted surety company as Surety, in an amount not less than ten percent (10%) of the base bid in the proposal. The cash, check or bid bond shall be given as a guarantee that the bidder shall execute the contract if it be awarded to it, in conformity with the contract documents and shall provide the surety bonds as specified in the General Conditions within ten (10) calendar days after notification of the DISTRICT'S award of the contract to the bidder. In case of refusal or failure to execute the Agreement and provide the bonds and other documents within ten (10) calendar days of the award, the cash, cashier's check, certified check or bid bond, as the case may be, shall be forfeited to the DISTRICT, as liquidated damages.

5. **PROPOSAL**: Bids to receive consideration shall be made in compliance with the following instructions:
  - A. Bids shall be delivered in accordance with Notice Inviting Bids.
  - B. Bids shall contain no recapitulation of work to be performed. Proposals other than those specifically requested will not be considered.
  - C. Bids shall include all items of expense pertinent to the Contract.
  - D. Bids shall be presented for consideration on the Proposal included herein. Use of other forms constitutes grounds for rejection.
  - E. Bidders shall carefully examine drawings, read specifications, Scope of Work Summary, and all forms contained in the Project Manual, shall visit the site of work and fully inform themselves as to all existing conditions and limitations and shall include in their bids a sum to cover cost of all items included in the Contract Documents.
  - F. In the event of a discrepancy between the written amount of the Bid Price and the numerical amount of the Bid Price, the written amount of the bids shall govern.
  - G. **No combination bids shall be accepted.**
6. **SIGNATURE**: The bid must be signed in the name of the bidder and must bear the signature in longhand of the person or persons authorized to sign the bid on behalf of the bidder. All signatures are to be in ink.
7. **MODIFICATIONS**: Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals or any other modification of the bid form which is not specifically called for in the contract documents may result in the DISTRICT'S rejection of the bid as not being responsive to the invitation to bid. No oral, FAX or telephonic modification of any bid submitted will be considered and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the bidder was placed in the mail prior to the opening of bids.
8. **ERASURES**: The bid submitted must not contain any erasures, interlineations or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid.

9. WITHDRAWAL OF BIDS: Any bidder may withdraw its bid, either personally or by telegraphic or written notice at any time prior to the scheduled closing time for receipt of bids. No bid, once opened and read, may be withdrawn for a period of ninety (90) consecutive calendar days after opening.
10. OPENING OF BIDS: Bids shall be opened and publicly read aloud at the time and place stipulated in the Notice Inviting Bids.
11. AWARD OR REJECTION OF BIDS:
  - A. This Requirements Contract is for the Installation of Rubberized Playground Flooring. The initial contract term shall be for one (1) year from the award of Contract by SBCUSD Board of Education. Contracts may be extended, at the sole discretion of the District on a project-by-project basis, in 12-month increments, not to exceed a total of five years from the initial award of Contract. The initial annual dollar value of the work under this bid is estimated to be approximately \$200,000.00. The District reserves the right to award all, part, or none of the work specified under this bid and estimated contract amount. The District reserves the right to add additional contract dollar amounts through the term of this contract or any extensions thereof. Bid prices to remain firm through the term of this contract or any extensions thereof. The bid prices received from the contractor included price increases, if any, for inflation in the future years. The total contract amount for the maximum five year duration of this contract shall not exceed \$1,000,000.00.
  - B. Qualified Bids are not acceptable to the DISTRICT. Bids with qualifications will be rejected without consideration.
  - C. Bidders are advised that bids or attachments thereto received after the stipulated time will be rejected.
  - D. Bidders are advised that ATTACHMENTS to BID FORM 1, 2, 3, 4, 5, 6 and 7 described herein, are required and shall be submitted as stipulated herein. Missing, incomplete or non-responsive certificates will serve as grounds for rejection of the entire bid.
  - E. Alternates. If alternate bids are called for, the Notice Inviting Bids shall specify which one of the following methods will be used to determine the lowest bid:
    - (1) The lowest bid shall be the lowest bid price on the base bid without consideration of the prices on the additive or deductive items;
    - (2) The lowest bid shall be the lowest total bid prices on the base bid and those additive or deductive items that are specifically identified in the Notice Inviting Bids as being used for the purpose of determining the lowest bid price;
    - (3) The lowest bid shall be the lowest total of the bid prices on the base bid and those additive or deductive items taken in order from the specifically identified list of those items, depending upon available funds as identified in the Notice Inviting Bids.
    - (4) The lowest bid shall be determined in a manner that prevents any

information that would identify any of the bidders from being revealed to the DISTRICT before the ranking of all bidders from lowest to highest has been determined.

12. FILING OF BID PROTESTS: Bidders may file a “protest” of a contract award with the DISTRICT’S Director of Purchasing. In order for a Bidder’s protest to be considered valid, the protest must:
- A. Be filed timely and in writing (as detailed in this Section).
  - B. Clearly identify the specific accusation involved.
  - C. Clearly identify the specific DISTRICT Staff/Board recommendation being protested.
  - D. Specify, in detail, the grounds of the protest and the facts supporting the protest.
  - E. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each and every one of these requirements, it will be rejected as invalid.

A protest regarding the recommended award of a contract solicited by the Notice Inviting Bids must be filed in writing with the DISTRICT within five (5) calendar days after the bid opening date.

If all the required information is submitted, the DISTRICT shall review the basis of the protest and all relevant information. The DISTRICT will deny or concur with the protest and provide a written decision to the protestor.

13. AGREEMENT: Contract (Agreement Form) which the successful bidder as CONTRACTOR will be required to execute is included in this Project Manual and shall be carefully examined by the bidder prior to submitting his proposal. (At time of award, copies of Agreement (and attachments) for final execution will be forwarded to CONTRACTOR. ***Do not submit copies of Agreement or Bond Forms in Project Manual***).
14. INTERPRETATION OF PLANS, DRAWINGS AND DOCUMENTS: If any person contemplating submitting a bid for proposed Work is in doubt as to true meaning of any part of the plans, drawings, specifications or other documents in the Project Manual, or finds discrepancies in, or omissions from said documents that person shall submit to the PROJECT MANAGER a written request for an interpretation or correction thereof. The person submitting the request shall be responsible for its prompt delivery. Any interpretations of proposed documents shall be made by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of the Contract Documents as provided herein. DISTRICT shall not be responsible for any other explanation or interpretation of documents. Bidders are cautioned to accept interpretations in writing only

The DISTRICT will respond to all written/faxed Bidder’s inquiries received at least eight (8) days before the scheduled bid opening date for which, in its sole judgment, a response is in

the best interest of the DISTRICT. Where such interpretation or clarification requires a change in the Bid Documents, the DISTRICT will prepare and issue an Addendum to the Bid Documents. The DISTRICT shall not be bound by, and Bidder shall not rely upon, any oral interpretation or clarification of the Bid Documents.

15. BIDDERS INTERESTED IN MORE THAN ONE (1) BID: No person, firm or corporation shall be allowed to make, or file, or be interested in more than one (1) prime bid for the same work unless alternates bids are specifically called for. A person, firm or corporation that has submitted a sub-proposal to a prime bidder, or that has quoted prices of materials to a prime bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other prime bidders, but is then prohibited from making a prime proposal. A bidder submitting both a prime proposal and a sub-proposal for the same work shall render his/her prime proposal non-responsive. Beginning after the receipt of bids and for the next five years, the District shall identify exact projects for the work stipulated under this bid. The basis of the award of contract (s) shall be the total lowest responsive bid received as applied to the specific requirements of each project identified.
16. SUBCONTRACTORS: Bidders are hereby notified that the DISTRICT and the ARCHITECT will not recognize subcontractors as having any function in work other than employees of the Prime CONTRACTOR. Bidders shall refer to the General Conditions with reference to employees and to the Proposal and the General Conditions with reference to subcontractors. The Bidders shall be responsible that subcontractors have read the General Conditions, Supplementary General Conditions and Special Conditions and are familiar with terms and conditions of the Contract Documents as said terms and conditions may affect their work, prior to submitting their bid.
17. LISTING SUBCONTRACTORS: Each bidder shall submit a list of the proposed subcontractors on this project as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Sec. 4100 et seq.). Forms for this purpose are furnished with the Contract Documents. A business location, phone number and license number are required for each subcontractor submitted or the bid will be deemed non-responsive.
18. DRAWINGS AND PROJECT MANUALS FURNISHED: The PROJECT MANAGER shall furnish the successful bidder with two (2) complete sets of drawings and project manuals pertinent to work for construction purposes. Additional copies required may be purchased for an amount equal to printing costs. Bidders are hereby notified that all such drawings and project manuals are the property of the DISTRICT and are loaned to the successful bidder for duration of work. Any re-use, in whole or in part, for any purpose, is prohibited.
19. TIME FOR COMPLETION: Time is of the essence in execution of this contract. Bidder shall refer to the Proposal with reference to time of execution.
20. EVIDENCE OF RESPONSIBILITY: Upon the request of the DISTRICT, a bidder whose bid is under consideration for the award of the contract shall submit promptly to the DISTRICT satisfactory evidence showing the bidder's financial resources, their experience, and their organization and plant facilities available for the performance of the contract.
21. LIABILITY AND PROPERTY INSURANCE: The bidder's attention is specifically directed to requirements of the General Conditions as they may be modified herein by the Supplementary General Conditions, with reference to liability and property insurance, and to the provisions in the Agreement for progress payments, hold harmless agreement, final

payment, subsurface hazardous materials encountered and liquidated damages. In this contract, cost of premiums for insurance coverage shall be as follows:

- A. Comprehensive General Liability: CONTRACTOR'S cost, included in contract sum. NOTE: CONTRACTOR shall take note of liability limits for contracts in excess of \$500,000.00.
  - B. Property Damage Liability: CONTRACTOR'S cost, included in contract sum.
  - C. Worker's Compensation: CONTRACTOR'S cost, included in contract sum.
  - D. DISTRICT'S Liability Insurance: DISTRICT'S option.
  - E. Property Insurance: DISTRICT'S option.
  - F. Boiler and Machinery Insurance: DISTRICT'S option
22. WORKERS' COMPENSATION: In accordance with the provisions of Section 3700 of the Labor Code, CONTRACTOR shall secure the payment of compensation to their employees. CONTRACTOR shall sign and file with DISTRICT the following certificate prior to performing the work under this contract: "I am aware of the provisions of Section 3700 of the Labor Code which requires compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
23. CONTRACT PROCEDURE: The contract documents contemplate the following procedures upon receipt of bid and the DISTRICT confirming that all documents are in order:
- A. The DISTRICT will give the successful bidder "Notice of Award." The DISTRICT will be bound to enter into the Agreement if the CONTRACTOR, in a timely manner, does all the acts described in subparagraph (b) directly below.
  - B. Following the issuance of the "Notice of Award", the successful bidder shall post the Performance and Payment Bonds, provide certificates of insurance and return executed copies of Bonds and Agreement.
24. HOLD HARMLESS AGREEMENT: The CONTRACTOR agrees to and does hereby indemnify, defend and hold harmless the DISTRICT, ARCHITECT, ARCHITECT'S CONSULTANTS, PROJECT MANAGER, INSPECTOR OF RECORD and each of their officers, agents and employees from every claim or demand made and every liability, loss, damage or expense of any nature whatsoever, which may be incurred by reason of:
- A. Liability for damage for (1) death or bodily injury to persons, (2) injury to property, or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the CONTRACTOR or any other person, firm or corporation employed by the CONTRACTOR upon or in connection with the work called for in this agreement except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT, ARCHITECT, ARCHITECT'S CONSULTANTS, PROJECT MANAGER, INSPECTOR OF RECORD and each of their officers, agents or independent CONTRACTORS who are directly employed by the DISTRICT

or for defects in design furnished by such persons.

- B. Any injury to or death of persons or damage to property sustained by any person, firm or corporation, including the DISTRICT, ARCHITECT, ARCHITECT'S CONSULTANTS, PROJECT MANAGER and the INSPECTOR OF RECORD, arising out of, or in any way connected with the work covered by this agreement, whether on or off DISTRICT property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT, ARCHITECT, ARCHITECT'S CONSULTANTS, PROJECT MANAGER, INSPECTOR OF RECORD and each of their officers, employees, agents or independent CONTRACTORS who are directly employed by the DISTRICT or for design defects furnished by such persons.
- C. Any dispute between CONTRACTOR and CONTRACTOR'S subcontractors, suppliers and sureties, including, but not limited to, stop notice actions.
- D. The CONTRACTOR, at its own expense, cost and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, ARCHITECT, ARCHITECT'S CONSULTANTS, PROJECT MANAGER, INSPECTOR OF RECORD and each of their officers, agents or employees on any such claim, demand or liability and shall pay or satisfy any judgment that may be rendered against the DISTRICT, ARCHITECT, ARCHITECT'S CONSULTANTS, PROJECT MANAGER, INSPECTOR OF RECORD and each of their officers, agents or employees in any action, suit or other proceedings as a result thereof.

- 25. EXAMINATION OF SITE AND CONTRACT DOCUMENTS: Each bidder shall visit the site of the proposed work and fully acquaint itself with the conditions relating to the construction and labor so that the CONTRACTOR may fully understand the facilities, difficulties and restrictions attending the execution of the work under the contract. Bidders shall thoroughly examine and be familiar with the drawings and specifications. The failure or omission of any bidder to receive or examine any contract documents, forms, instruments, addendums or other documents, or to visit the site and acquaint themselves with conditions there existing shall in no way relieve any bidder from obligations with respect to his bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this Section.
- 26. ANTI-DISCRIMINATION: It is the policy of the DISTRICT that in connection with all work performed under contracts, there be no discrimination against any prospective or active employees engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, medical conditions, sexual orientation or marital status. The CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Government Code 12900 and Labor Code 1735. In addition, the CONTRACTOR agrees to require like compliance by any subcontractors employed on the work by the CONTRACTOR.
- 27. NO TELEPHONE AVAILABILITY: Bidders are advised that on bid date telephones WILL NOT be available at the DISTRICT Administrative Offices for use by CONTRACTORS or their representatives.
- 28. LICENSE REQUIRED: To perform the work required by this notice, CONTRACTOR must possess licenses required by law for this type of work.

Subcontractors must possess the appropriate licenses for each specialty subcontracted. CONTRACTORS must verify license requirements of local jurisdictions.

29. REQUIRED CERTIFICATIONS, PROPOSAL: All bidders are required to execute and submit together with the PROPOSAL, the following certifications:
- A. Bidder's Non-collusion Affidavit, identified herein as Attachment No. 1 to Bid Form as required by Public Contract Code, Section 7106.
  - B. Site Visit Certification identified herein as Attachment No. 2 to Bid Form. N/A
  - C. Certification of Compliance with DVBE Policy identified herein as Attachment No. 3 to Bid Form.
  - D. Proposed Subcontractors, identified herein as Attachment No. 4 to Bid Form.
  - E. Bid Bond, identified herein as Attachment No. 5 to Bid Form.
  - F. Bidder References and Responsibility Information, identified herein as Attachment No. 6 to Bid Form.
  - G. Local Business Outreach Registration, identified herein as Attachment No. 7 to Bid Form.
30. REQUIRED CERTIFICATIONS, AGREEMENT: Prior to execution of the AGREEMENT, the successful bidder shall submit the following certifications:
- A. Bidder's Certificate Regarding Worker's Compensation, identified herein as Attachment No. 1 to Agreement.
  - B. Drug-Free Work Place Certification, identified herein as Attachment No. 2 to Agreement.
  - C. Statement of Intent to Meet DVBE Participation Goal, identified herein as Attachment No. 3 to Agreement.

Procedures for Implementation of DVBE Forms: Bidders are advised to review carefully the attachments referenced herein and the procedures for implementation of DVBE Participation contracting goals appended hereto.

All bidders are advised to retain certifications until the successful bidder has been confirmed and an Agreement for the work has been executed.

31. REQUIRED CERTIFICATIONS; PRIOR TO COMMENCING WORK: Prior to commencing work on the Project, the successful bidder shall submit the following certifications:
- A. Worker's Compensation.
32. BID DEPOSIT RETURN: Bid Security in the form of cash or checks of three or more low bidders, the number being at the discretion of the DISTRICT, will be held for ninety (90) consecutive calendar days or until posting by the successful bidder of the bonds and



certificates of insurance required and return of executed copies of the Agreement, whichever first occurs, at which time the deposits will be returned. Cash or checks of other bidders will be returned after opening of the bids.

33. DISTRICT'S RIGHTS: The DISTRICT may investigate the qualifications of any Bidder under consideration, require confirmation of information furnished by a Bidder, and require additional evidence of qualifications to perform the work described in these Bid Documents. The DISTRICT reserves the right to any or all of the following:

- # Reject any or all of the Bids if such action is in the best interest of the DISTRICT.
- # Issue subsequent Notices Inviting Bids.
- # Cancel this entire Notice Inviting Bids.
- # Seek the assistance of outside technical experts to validate the Bid(s).
- # Approve or disapprove the use of particular subcontractors.
- # Waive informalities and irregularities in Bids.

The Notice Inviting Bids does not commit the DISTRICT to enter into a contract, nor does it obligate the DISTRICT to pay any costs incurred in preparation and submission of Bids or in anticipation of a contract.

34. RESPONSIBILITY CRITERIA: Responsibility is the apparent ability of the Bidder to meet and complete successfully the requirements of the Contract. The DISTRICT reserves the right to consider the financial responsibility and general competency of each bidder, as well as its reputation within the industry. DISTRICT may request, and apparent low bidder shall provide, a financial statement, audited if necessary, including the Bidder's latest balance sheet and income statement. The DISTRICT expects that each Bidder will fully and truthfully disclose all information required of the Bidder by the Bid Documents. The prospective CONTRACTOR, in order to be evaluated by the DISTRICT as being a responsible CONTRACTOR, may be requested to confirm the following responsibility criteria:

- A. Has or can secure adequate financial resources to perform the contract;
- B. Is able to meet the performance or delivery schedule of the contract, taking into consideration other business commitments; and
- C. Has a satisfactory record of performance. A CONTRACTOR seriously deficient in current contract performance, considering the number of contracts and extent of the deficiencies, is presumed not to meet this requirement unless the deficiencies are beyond its control or there is evidence to establish its responsibility notwithstanding the deficiencies. Evidence of such satisfactory performance record should show that the CONTRACTOR:
  - (1) Has a satisfactory record of integrity in its dealings with government agencies and with subcontractors, and is otherwise qualified to receive an award under applicable laws and regulations;
  - (2) Has the necessary organization, experience, satisfactory safety record, accounting and operational controls and technical skills or the ability to obtain them; and

- (3) Has the necessary production, construction and technical equipment and facilities or the ability to obtain them.

35. WAGE RATES, TRAVEL AND SUBSISTENCE:

- (a) Pursuant to Labor Code Sections 1770 et. seq., the DISTRICT has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies are available from the DISTRICT to any interested party on request and are also available from the Director of the Department of Industrial Relations. The CONTRACTOR shall obtain copies of the above-referenced prevailing wage sheets and post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site. The general prevailing rate of per diem wages determined by can also be located on the internet at the following web address: [www.dir.ca.gov](http://www.dir.ca.gov)
- (b) Any worker employed to perform work on the Project and such work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.
- (c) Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the contract documents or authorized by law.
- (d) The CONTRACTOR shall post, at appropriate, conspicuous, weatherproof points at the site, a schedule showing all determined minimum wages actually earned.
- (e) These per diem rates, including holiday and overtime work, and employer payments for health and welfare, pension, vacation and similar purposes, are on file at the administrative office of the DISTRICT, located as noted above and are also available from the Director of the Department of Industrial Relations. It is the CONTRACTOR'S responsibility to ensure the appropriate prevailing rates of per diem wages are paid for each classification. It shall be mandatory upon the CONTRACTOR to whom the contract is awarded, and upon any subcontractor under such CONTRACTOR, to pay not less than the said specified rates to all workers employed by them in the execution of the contract.

36. TOBACCO-FREE SITE: The site is designated to be tobacco-free. The CONTRACTOR will enforce this requirement upon his personnel, his subcontractors' personnel and all persons entering the site.

37. JOB WALK AND PRE-BID CONFERENCE:

N/A