



Glendale Community College District  
1500 N. Verdugo Rd.  
Glendale, CA 91208

**CUPCAA INFORMAL BID DOCUMENTS COVER SHEET**  
for  
**BID # GCC-001**  
**Glendale Community College / USC Keck Partnership for  
Physical Therapy and Occupational Therapy (“PT/OT”) Project**

**Bid Due Date & Time: March 17, 2026 @ 2:00 PM PST**

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**To: Prospective Bidders:**

**\*\*MUST BE A PREREGISTERED CUPCAA CONTRACTOR AS OF 2/27/2026 TO BID\*\***

**\*\* ATTENTION: Please review this document as soon as you receive it. \*\***

For this Project, all Bidders are required to have the following valid California Contractor’s Licenses:

**License B - General Building Contractor.**

Project No. GCC-01: Glendale Community College / USC Keck Partnership for Physical Therapy and Occupational Therapy (“PT/OT”) Project.

Hereinafter referred to as “Project”.

**SEE SECTION I – “NOTICE TO CONTRACTORS CALLING FOR BIDS” REGARDING A MANDATORY PRE-BID CONFERENCE.**

This Request for Bids is made pursuant to Public Contract Code section 22034 and related applicable laws.

Any requests for clarifications, interpretation, or corrections, must be made in accordance with **Section II “Information for Bidders”, paragraph A - “Specific”,** paragraph 3 thereof. Please submit in writing all requests for clarification, interpretation and/or correction via e-mailing [SSorkazian-cp@glendale.edu](mailto:SSorkazian-cp@glendale.edu), **Silva Sorkazian, Measure GCC, Contracts and Procurement Manager;** Copy [RVanzini-cp@glendale.edu](mailto:RVanzini-cp@glendale.edu), **Rick Vanzini, Project Manager.** Failure of a bidder to request clarification, interpretation, and/or correction of apparent errors or ambiguities waives the bidder’s right to object to a clarification, interpretation, and/or correction issued later by the Architect or the Owner.

If you wish to bid, your completed Bid must be submitted according to the Notice to Contractors Calling for Bids no later than the **Bid Opening Date and Time** as stated in **Section I - Notice to Contractors Calling for Bids**

**Note: DLSE/DIR Registration Requirements:** The Contractor and the Subcontractors, of every Tier, shall be registered with the Department of Industrial Relations pursuant to Labor Code §§ 1725.5 and 1771.1 for the duration of time that Contractor is performing the Work under the Contract Documents. Neither Contractor nor any Subcontractor shall be qualified to submit a Bid/Proposal or be listed in a Bid/Proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of Work under the Contract Documents unless currently registered and qualified to perform public work pursuant to Section Labor Code §1725.5. Contractor shall not enter into any subcontract without proof of the potential Subcontractor’s registration. If an unregistered Contractor submits a proposal, Glendale Community College (“GCC”) will deem such proposal non-responsive. If any unregistered Contractor or Subcontractor performs Work on these Projects at any time, GCC has the right to cancel the Contract for cause.

GCC reserves the right to reject any or all Bids, to accept or to reject any one or more items on a Bid, or to waive any minor irregularities or informalities in the Bids or in the bidding process.

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## **I. NOTICE TO CONTRACTORS CALLING FOR BIDS**

**NOTICE IS HEREBY GIVEN** that Glendale Community College District of Los Angeles County, California, acting by and through its Governing Board, will receive up to, but not later than **TUESDAY, MARCH 17, 2026 at 2:00 PM**, Bids for the award of a contract for the following project: **Bid #GCC-001; Project No. 001. Glendale Community College / USC Keck Partnership for Physical Therapy and Occupational Therapy (“PT/OT”) Project (hereinafter referred to as “Project”).**

Sealed Bids from those Bidders who have received pre-qualification status shall be submitted **via Email to [SSorkazian-cp@glendale.edu](mailto:SSorkazian-cp@glendale.edu), Silva Sorkazian, Measure GCC Contracts and Procurement Manager for the District.**

Only Bids submitted at or before the date and time set forth above and in the manner set forth above shall be considered. The Bids appropriately received shall be opened and published immediately after the Bid due date and time. Bids received from bidders who have not received pre-qualification status shall returned to said bidders unopened.

Bidders interested in submitting Bids for **Bid #GCC-001; Project No. 001. Community College / USC Keck Partnership for Physical Therapy and Occupational Therapy (“PT/OT”) Project** must attend a **Mandatory Pre-Bid Conference and Job Walk on Monday, March 9, 2026 at 12:00 PM**. All prospective Bidders should report to **GCC Professional Development Center, 2340 Honolulu Avenue, Montrose, California 91020** (see Attachment T Campus Map). Failure to attend the entire Mandatory Pre-Bid Conference and Job Walk on the above-mentioned date will disqualify a Bidder from its Bid being opened and considered.

Public Contract Code 6610 requires the Pre-Bid Conference be set five (5) days or more after the last publication of the advertisement for bids.

Each Bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification of contractor’s license, for the Work for which its Bid is submitted. The successful Bidder must maintain the appropriate and required license, in good standing, throughout the duration of the contract – **B – General Building Contractor**.

Each Bid, as required above, must conform and be responsive to this Request for Bid Documents, copies of which are now on file and may be obtained **beginning March 2, 2026 on the GCCD Website**. Each Bid shall be accompanied by the security referred to in the Bid Documents and all other documents required by the Bid Documents. The District reserves the right to reject any or all Bids and waive any minor irregularities or informalities in any Bids or in the Bid process. No Bidder may withdraw his Bid for a period of sixty (60) days after the date set for the opening of the Bids.

In contracts involving expenditure in excess of \$25,000, the successful Bidder shall file a Payment Bond issued by an admitted Surety approved to conduct business in the State of California approved by the District in the form set forth in the contract documents (Civil Code Sections 9550 through 9554). The successful Bidder shall also be required to file a Performance Bond issued by an admitted Surety approved to conduct business in the State of California approved by GCC in the form set forth in the Contract Documents. The Payment and Performance Bonds shall both be submitted and approved by the District before any construction activity for the Projects begin.

The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this Work is to be performed for each craft or type of worker needed to execute the contract, copies of which are on file and will be made available to any interested party upon request at the address and phone number stated herein. It shall be mandatory upon the Contractor to whom the contract is awarded, and upon any Subcontractor under him, to pay not less than the said specified rates to all workers employed by them in the execution of the contract.

Questions regarding this procurement can be sent to **Silva Sorkazian, Measure GCC Contracts and Procurement Manager for the District** via email to [SSorkazian-cp@glendale.edu](mailto:SSorkazian-cp@glendale.edu); Copy to [RVanzini-cp@glendale.edu](mailto:RVanzini-cp@glendale.edu) on **Wednesday, March 11, 2026 by 2:00 PM PST**.

## **II. INFORMATION FOR BIDDERS**

Glendale Community College / USC Keck Partnership for  
Physical Therapy and Occupational Therapy (“PT/OT”)  
CUPCAA – Contract Form 2

**A. Specific**

The following information is specific to this procurement. Information stated in this Section II - “Information for Bidders, paragraph A - Specific” supersedes any conflicting information which may be contained in Section II B hereof.

- BID PROCESS TIMELINE:** The following is the projected timeline for Bid submittals and the Bid evaluation and selection process. Dates and Times are subject to change in the discretion of the District. Any changes to dates and times listed below will be announced via Addendum:

| DATE AND TIME                            | DEADLINE / PROCESS DESCRIPTION   |
|--|--|
| Advertisement Dates                      | Monday, March 02, 2026   |
| Sources                                  | <a href="#">GCCD Website</a>   |
| Mandatory Bid Walk                       | <b>Monday, March 9, 2026 at 12:00 PM PST</b><br>GCC Professional Development Center<br>2340 Honolulu Avenue, Montrose, California<br>91020   |
| Request for Information (RFI) Deadline   | Wednesday, March 11, 2026 by 2:00 PM PST<br>Email <a href="mailto:SSorkazian-cp@glendale.edu">SSorkazian-cp@glendale.edu</a><br>Copy <a href="mailto:Rvanzini-cp@glendale.edu">Rvanzini-cp@glendale.edu</a><br>SUBJECT " <b>GCC-001 USC/KECK RFC #</b> " |
| District Response (RFI Responses)        | Friday, March 13, 2026 via Addendum  |
| Bids due -> LOW BID PUBLISHED            | <b>Tuesday, March 17, 2026</b><br>2:00 PM PST  |
| Electronic Submittal                     | <b>Silva Sorkazian, Measure GCC, Contracts and Procurement Manager</b> for the District<br>by e-mailing <a href="mailto:ssorkazian-cp@glendale.edu">ssorkazian-cp@glendale.edu</a>   |
| Notice to Proceed (NTP)                  | Tuesday, March 24, 2026  |
| <b>***SUBSTANTIAL COMPLETION DATE***</b> | <b>45 Calendar days; Friday, May 8, 2026</b><br><b>7:00 a.m. to 7:00 p.m., Monday thru Saturday</b>  |
| Board of Trustees Ratification           | Tuesday, April 21, 2026  |

- MANDATORY PRE-BID CONFERENCE/JOB WALK:** Each prospective Bidder is responsible for fully acquainting him/herself with the conditions of the Project Site(s), as well as those conditions that relate to the construction of and labor for the Project, to fully understand the facilities, difficulties and restrictions which may impact the cost or effort required to complete the Project(s). To this end, a Mandatory Pre-Bid Conference and Job Walk will be held on the date and time and place as indicated above:

Bidders will be required to sign-in at the Mandatory Pre-Bid Conference. Any Bid submitted by a Bidder whose name does not appear on the sign-in sheet shall be considered Non-Responsive.

**3. SCOPE OF WORK**

Moderate tenant improvement project including the removal of interior walls and ceilings, repainting, reconfiguration of light fixtures and HVAC registers as well as minor accessibility upgrades to the restrooms and parking stalls.

**DSA Application Number:** N/A

**Project schedule:** 45 Calendar days

**Liquidated Damages Against GCC:** \$500.00 / Day

**Liquidated Damages Against Contractor:** \$1000.00 / Day

**A/E Estimate:** \$140,000

4. **INTERPRETATION OF DOCUMENTS AND ADDENDA:** If any person contemplating submitting a Bid for the Project is in doubt as to the true meaning of any part of the plans, specifications, or other proposed Contract Documents, or finds discrepancies in, or omissions from the specifications, they are instructed to submit clarification requests electronically to Silva Sorkazian, Measure GCC, Contracts and Procurement Manager for the District by e-mailing [ssorkazian-cp@glendale.edu](mailto:ssorkazian-cp@glendale.edu); Copy [RVanzini-cp@glendale.edu](mailto:RVanzini-cp@glendale.edu), Project Manager. Subject of the email should read "GCC-001 USC/KECK RFC #". It is the sole and exclusive responsibility of the Bidder to submit such request no later than **2:00 PM PST on Wednesday, March 11, 2026**. Any request of any Bidder, pursuant to the foregoing sentence that is made after the deadline date and time specified in Section II A 1 - "**Bid Process Timeline**" shall be deemed untimely. Any interpretation or correction of the proposed documents will be made only by Addendum duly issued via email by the Program Management Office ("PMO"). Glendale Community College will not be responsible for any other explanation or interpretation of the proposed documents.

Any addenda or bulletins issued by GCC during the time of bidding or forming a part of the documents issued to the Bidder for the preparation of the Bid shall be covered in the Bid and shall be made a part of the Contract. The Bidder shall notate in the applicable spaces provided on the Bid Form any and all addenda numbers issued by GCC for this procurement.

The PMO may e-mail addenda or notification of addenda to prospective Bidders to whom GCC already has sent Bid packages or Bid notifications. However, it is Bidder's responsibility to check GCC's website and plan-rooms for issued Addenda.

5. **ATTACHMENTS THAT MUST BE SUBMITTED WITH YOUR BID:** A Bidder's Bid submittal **must include the following Attachments**, completely filled out, and signed by the authorized signatory of the Bidder's company and/or business, in order to be considered a responsive bid:

***For further instructions on filling out, signing, submitting, etc. these required Attachments, please see Section III – "Attachments to Bid That Must Be Submitted" below.***

**5.1 Attachment A - BID FORM:** The Bid Form is affixed to the Bid Documents as Attachment "A" and must be filled out and submitted with your Bid as required by the Bid Documents. Follow any additional instructions on Attachment "A".

**5.2 Attachment B - Summary of Costs and Bid Breakdown:** The Summary of Costs and Bid Breakdown is affixed to the Bid Documents as Attachment "B" and must be filled out and submitted with your Bid as required by the Bid Documents. Follow any additional instructions on Attachment "B".

**5.3 Attachment C - Bid Bond:** The Bid Bond is affixed to the Bid Documents as Attachment "C" and must be filled out and submitted with your Bid as required by the Bid Documents. The Bid Bond Amount shall be equal to Ten Percent (10%) of your Bid Total shown on Attachment A. Follow any additional instructions on Attachment "C".

**5.4 Attachment F - Verification of Certified Payroll Records to the Labor Commissioner:** The Verification of Certified Payroll Records to the Labor Commissioner is affixed to the Bid Documents as Attachment "F" and must

be filled out and submitted with your Bid as required by the Bid Documents. Follow any additional instructions on Attachment “F”.

**5.5 Attachment G - Guarantee:** The Guarantee is affixed to the Bid Documents as Attachment “F” and must be filled out and submitted with your Bid as required by the Bid Documents. Follow any additional instructions on Attachment “G”.

**5.6 Attachment H - Non-Collusion Affidavit:** The Non-Collusion Declaration is affixed to the Bid Documents as Attachment “D” and must be filled out and submitted with your Bid as required by the Bid Documents. Follow any additional instructions on Attachment “H”.

**5.7 Attachment I - Certification Regarding Workers Compensation:** The Certification Regarding Workers Compensation is affixed to the Bid Documents as Attachment “I” and must be filled out and submitted with your Bid as required by the Bid Documents. In accordance with the provisions of Section 3700 of Labor Code, Contractor shall secure the payment of compensation to his employees. Contractor shall sign and file with the District the Certification before performing any Work under the Contract: “I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker’s 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 any of the Work of this Contract.” Follow any additional instructions on Attachment “I”.

**5.8 Attachment J - DIR Registration Verification:** The DIR Registration Verification is affixed to the Bid Documents as Attachment “E” and must be filled out and submitted with your Bid as required by the Bid Documents. Follow any additional instructions on Attachment “J”.

**5.9 Attachment K - Drug Free Workplace Certification:** This Certification is affixed to the Bid Documents as Attachment “I” and must be filled out and submitted with your Bid as required by the Bid Documents. Follow any additional instructions on Attachment “K”.

**5.10 Attachment L – Subcontractors List:** The Subcontractors List form is affixed to the Bid Documents as Attachment “K”. Attachment “K” must be filled out in its entirety and submitted with your Bid as required by the Bid Documents. Subcontractor’s license numbers and DIR registration number must be included on the Designation of Subcontractors. Bidder shall be solely responsible to correct any errors in the listing of the Subcontractor’s contractor license number and DIR registration numbers. ***Any corrections to contractor license or DIR registration numbers listed on the Designation of Subcontractor’s List must be submitted to Silva Sorkazian, Measure GCC, Contracts and Procurement Manager for the District by e-mailing [ssorkazian-cp@glendale.edu](mailto:ssorkazian-cp@glendale.edu) within 24 hours after the Bid opening.*** Follow any additional instructions on Attachment “L”.

***THE FOREGOING ATTACHMENTS BECOME PART OF THE CONTRACT DOCUMENTS AFTER AWARD OF THE CONTRACT(S).***

**6. ATTACHMENTS THAT ARE NOT TO BE SUBMITTED WITH YOUR BID:**

**Attachments “D, E, P, R, S”,** found in Section IV – “Attachments That Are Not Submitted With Bid”, all become part of the Contract Documents after award of the Contract. Each Attachment should be carefully and closely considered and evaluated by a Bidder in determining its pricing of the Bid as failure to so could materially affect the price of a Bid. **Those Attachments are:**

**6.1 Attachment D - Performance Bond Form:** The Performance Bond Form is affixed to the Bid Documents as Attachment “D” and is not turned in with your Bid. It is a mandatory form that the successful Bidder must post with GCC for the Project before any Work on a Project begins and will become part of the Contract Documents for the Project. The Performance Bond must be in the amount of 100 percent of the total amount payable and must be executed by an admitted Surety approved to conduct business in the State of California which meets the highest standards GCC is legally permitted to establish.

**6.2 Attachment E – Labor and Material Payment Bond Form:** The Payment Bond Form is affixed to the Bid Documents as Attachment “E” and is not turned in with your Bid. It is a mandatory form that the successful Bidder must post with GCC for the Project before any Work on a Project begins and will become part of the Contract Documents for the Project. The Payment Bond must be in the amount of 100 percent of the total amount payable.

The Payment Bond must be executed by an admitted Surety approved to conduct business in the State of California which meets the highest standards GCC is legally permitted to establish.

**6.3 Attachment P - Contract Form:** The Contract Form is affixed to the Bid Documents as Attachment “P” and is not turned in with your Bid. This is a mandatory form that the successful Bidder must sign without exception and submit to GCC before any Work on the Project begin. The Contract Form will become part of the Contract Documents for the Project.

**6.4 Attachment R – Technical Specifications:** The Technical Specifications are affixed to the Bid Documents as Attachment “R” and are not turned in with your Bid. These are the Technical Specifications for the Project and will become part of the Contract Documents for the Project.

**6.5 Attachment S – Special Conditions:** The Special Conditions, if applicable, are affixed to the Bid Documents as Attachments “S” and are not turned in with your Bid. The Special Conditions will become part of the Contract Documents for the Project.

**7. REFERENCE DOCUMENTS AND INFORMATION - NOT TO BE SUBMITTED WITH YOUR BID:** Attachment T contains the Project Reference Documents and Information that GCC is aware of that will or could affect the pricing of your Bid. As such, a Bidder should carefully and closely consider and evaluate the documents and information that are part of Attachment “T” in determining its pricing of the Bid as failure to do so could materially affect the price of a Bid. These documents are not to be turned in with your Bid and *will not become* part of the Contract Documents. *The reports, documents, and other information provided in Section V below are provided as “Information Available” for the Project and for reference only. The reports, documents, and other information are not, and shall not become, part of the Contract Documents for the Project. GCC makes no representation or warranty as to the accuracy and/or completeness of the information contained in the reports, documents, and other information, and hereby specifically disclaims the accuracy and/or completeness of such reports, documents, and other information. GCC has no independent information, independent knowledge, and no expertise, as to what the contents of the reports, documents, and other information mean, and/or how same may or may not affect construction of the anticipated Project. GCC makes the disclosure of the existence of the reports, documents, and other information, and all of their contents to ensure that the reports, documents, and other information, and their contents are made known and are equally available to the Bidder/Contractor as they are to GCC. The Bidder/Contractor is solely responsible for determining any impact on the Project and the Bidder’s/Contractor’s pricing and costs regarding the Project.*

## 7. SUBMITTING THE BID

**7.1 SUBMITTING BID VIA Email** to Silva Sorkazian, Measure GCC, Contracts and Procurement Manager for the District by e-mailing [SSorkazian-cp@glendale.edu](mailto:SSorkazian-cp@glendale.edu) by Tuesday, March 17, 2026 at 2:00 PM PST.

### **B. General**

1. **BID BOND OR SECURITY:** The Bid shall be accompanied by a certified or cashier’s check payable to District, or a satisfactory Bid Bond in favor of District executed by the bidder as principal and an admitted surety approved to conduct business in the State of California as surety, in an amount that is equal to Ten Percent (10%) of the Total Bid Amount. If a Bid Bond is submitted, it shall be submitted on the form affixed hereto as Attachment “C”. Note the instructions on Attachment “C”. The check or Bid Bond shall be given as a guarantee that the Bidder shall execute the Contract if it is awarded to Contractor in conformity with the Contract Documents.
  - a. Bid Bond. If the Bidder’s Bid Security is in the form of the Bid Bond affixed to the Bid Documents as Attachment “C”, the original hard copy Bid Bond must be completed as required in the Bid Documents and must be submitted and received by Glendale Community College before the latest date/time for submitting Bids. If Bidder’s hard copy Bid Bond is received by Glendale Community College after the latest date/time for submitting Bids, Bidder’s Bid will be rejected as Non-Responsive. The Bidder’s Bid Security in the form of a hard copy Bid Bond must be **mailed with tracking** by the Bidder to Glendale Community College in a sealed



facilities, difficulties, and restrictions attending the execution of the Work under the Contract Documents. 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, form, instrument, addendum, or other document or to visit the site and acquaint itself with conditions there existing shall in no way relieve any Bidder from obligations with respect to its Bid or to the Contract Documents. The Bidder is responsible to obtain any geotechnical and/or soils report pertaining to the sites of the Work. Although any such report does not operate as a warranty or guarantee of site conditions, the submission of a Bid shall be taken as prima facie evidence of compliance with all terms of this Section. Check thoroughly all Reference Documents and information as such could materially affect the cost of your Bid.

Each Bidder, by making its Bid represents and warrants that it has read and understands the Contract Documents, Bid Documents, site and other existing conditions in any facilities that are a part of the Project, and any and all related reports and information. After executing the Contract, no consideration will be given to any claim of misunderstanding of the Bid Documents and/or Contract Documents.

Each Bidder, by making its Bid, represents and warrants that it has visited the site, inspected the areas of the Work, and familiarized itself with the local conditions under which the Work is to be performed, including sub-surface conditions. Such inspections shall specifically consider requirements for accessing the site and determining that the Work can be completed as required by, and as shown in, the Contract Documents.

With District's approval, including provision of insurance as required, and after scheduling access with the District, each Bidder may conduct additional site investigations at the Bidder's sole cost within the time frame before the date Bids are due.

8. **WITHDRAWAL OF BIDS:** Any Bidder may withdraw its Bid either personally, by written request, or by email request to Silva Sorkazian, Measure GCC, Contracts and Procurement Manager for the District by e-mailing [ssorkazian-cp@glendale.edu](mailto:ssorkazian-cp@glendale.edu) confirmed in the manner specified above at any time before the scheduled closing time for receipt of Bids.
9. **BIDDERS INTERESTED IN MORE THAN ONE BID AND BIDDERS NOT QUALIFIED TO BID:** No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one Bid for the same work unless Alternate Bids are specifically called for. 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 making a prime proposal. **No person, firm, or corporation shall be allowed to Bid who has participated in the preparation of contract specifications; a Bid by such a person, firm or corporation shall be determined to be Non-Responsive.**
10. **AWARD OF CONTRACT(S):** The District reserves the right to reject any or all Bids, or to waive any minor irregularities or informalities in any Bids or in the Bidding process. The award of the contract, if made by the District, will be to the lowest responsive and responsible prequalified Bidder.
11. **METHOD OF DETERMINING LOWEST BID:** See Attachment "A" (Bid Form) for the method to be used to determine the Low Bid for this procurement. Notwithstanding the method used by the District to determine the lowest responsible bidder, the District retains the right to add to or deduct from the Contract any of the additive or deductive items, if any, included in the bid solicitation, including by way of any Addenda, after the lowest responsible bidder has been determined."
12. **SUBSTITUTION OF SECURITY:** Monies withheld by the District to ensure performance under the contract(s) may be released in accordance with Public Contract Code section 22300 and the Contract Documents.
14. **CONTRACTOR'S LICENSE:** If, at the time the Bids are opened, Bidder is not licensed to perform the Project in accordance with Division 3, chapter 9 of the Business and Professions Code of the State of California (Section 7028.15) and the Notice to Contractors Calling for Bids, the Bid will not be considered.
15. **STORM WATER PERMIT FOR CONSTRUCTION ACTIVITY, IF APPLICABLE:** It shall be the responsibility of the successful Bidder to adhere to and comply with all requirements of the State Water Resources Control Board (State Water Board) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (Permit). The successful Bidder shall be solely responsible for implementing a Storm Water Pollution Prevention Plan

(SWPPP) before initiating Work; including compliance with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by Permit and as required by the General Conditions. It shall be the responsibility of all Bidders to evaluate and include in the Bid price the cost of complying with the SWPPP and any necessary revisions to the SWPPP. The successful Bidder shall also include in his Bid the cost of monitoring as required by the Permit.

Where applicable to the Work of the Contract, District shall make available to Contractor a copy of the State Water Resources Control Board (State Water Board) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (the "Permit"). Contractor shall obtain the Permit from District before Bidding on the Contract. District shall also provide Contractor with a copy of the Storm Water Pollution Prevention Plan (SWPPP) at least two (2) weeks before the opening of Bids. Contractor shall be responsible for implementing and complying with the provisions of the Permit and the SWPPP pursuant to the General Conditions hereof, including requirements specified in other parts of the Contract Documents. It shall be Contractor's responsibility to evaluate and include in the Bid price the cost of compliance with the SWPPP and the cost of monitoring as required by the Permit.

- 16. ETHICS IN BIDDING:** The District expects the Bidders to maintain high ethical standards in engaging in the competitive bidding process. The Bid amount of one Bidder should not be divulged to another before the award of the Contract, nor should it be used by Contractor to secure a lower proposal from another Bidder on the Project (bid shopping). Subcontractors or Suppliers should not request information from the Contractor regarding any other sub-bid in order to submit a lower proposal on the Project (bid peddling). District will consider any Bidder found to be engaging in such practices to be a Non-Responsible Bidder and may reject its Bid on that ground.
- 17. CONFLICT OF INTEREST AND PROHIBITED INTERESTS:** No officer, employee, or any other agent of the District authorized in any capacity on behalf of the District to exercise any fiduciary, executive, or other similar functions, shall be allowed to possess or accept, directly or indirectly, or in any part thereof, any financial interest in any contract(s), Bid or other procurement activity of the District. Additionally, no officer, employee, or any other agent of the District similarly authorized, shall be allowed to possess or accept any form of gift, payment, undue advantage or influence, directly or indirectly, or in any part thereof. Use Attachment "F" to comply with this Bid requirement. The District reserves the right to reject any Bidder or Contractor if any such conflict is discovered, and subsequently award to the next lowest responsive and responsible Bidder. All District contracts, bids and procurement transactions are executed in compliance with Government Codes 1090 *et sequitur*, 87100 *et sequitur*, and 89503 *et sequitur*, as stated in District Purchasing and Contracting Policy BP6330.
- 18. SUBSTITUTIONS AND SPECIAL BRAND NAMES:** In accordance with Public Contract Code section 3400 "before or after the award of the contract(s)", district must provide for "submission of data substantiating a request for a substitution of 'an equal' item." Therefore, no later than thirty-five (35) days after award of the Contract, if the Bidder is requesting substitution of "an equal" item or product or work, the make and grade of the item, product or work which is to be substituted shall be provided to the District representative. The documentation submitted must include any and all illustrations, specifications, and other relevant data including catalogue information which describes the substituted item or product or work and substantiates that it is an "or equal" to the specified item or product or work. In addition, the submittal documentation must also include a statement of the cost implications of the substitution being requested stating whether and why the substitution will reduce or increase the contract price. The documentation submitted must also include information regarding the durability and life cycle cost of the substituted item, product or work. Substantiating data shall include a Declaration signed by the Bidder-Contractor under penalty of perjury stating that the substituted item or product or work is equivalent to the specified item or product or work in every way except as listed on the Declaration. Whenever possible, the same substitution information is to be included in the sealed Bid Submittal package. Failure to submit all the needed substantiating data, including the signed Declaration, may result in a determination that the Bid is Non-Responsible. BIDDERS ARE SPECIFICALLY NOTIFIED THAT THE SUBMISSION OF HIS/HER DOCUMENTATION IN NO WAY OBLIGATES THE DISTRICT OR IT'S REPRESENTATIVE TO REVIEW SUCH DOCUMENTATION BEFORE THE AWARD OF THE CONTRACT. FURTHERMORE, AFTER AWARD OF THE CONTRACT, IF A PROPOSED SUBSTITUTION IS REJECTED, BIDDER SHALL BE RESPONSIBLE TO PROVIDE THE ITEM OR PRODUCT OR WORK AS ORIGINALLY SPECIFIED AT NO ADDITIONAL COST, OF ANY KIND, TO THE DISTRICT. DISTRICT HAS THE COMPLETE AND SOLE DISCRETION TO DETERMINE IF AN ITEM OR ARTICLE IS AN "EQUAL" ITEM.



Please see: NOT APPLICABLE for a list of those Items for which substitutions will NOT BE ACCEPTED. Price your Bids accordingly.

- 19. LABOR COMPLIANCE:** The contract(s) to be awarded under this procurement are subject to relevant provisions of the Labor Code including, but not limited to, Labor Code Section 1771.4 including, but not limited to, compliance monitoring and enforcement by the Department of Industrial Relations.

Contractor and any subcontractors are required to review and comply with the provisions of the California Labor Code, Part 7, Chapter 1, beginning with Section 1720, and the regulations of the Department of Industrial Relations. These statutory and regulatory provisions contain specific requirements, for example, including maintaining, certifying and submitting payroll records to the Department of Industrial Relations, concerning the determination and payment of prevailing wages, retention, inspection, and auditing of payroll records, use of apprentices, payment of overtime compensation, securing of workers compensation insurance, and various criminal penalties or fines which may be imposed for violations of the requirements of the chapter. Submission of a bid constitutes Contractor's representation that it has thoroughly reviewed these requirements.

- 20. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY.** This is applicable to all contracts and/or agreements funded in part or in whole with federal funds. The Contractor agrees to comply with applicable federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Order 12549 (29 C.F.R. Part 98). The Supplier certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not, within a three-year period preceding the receipt of the contract(s) and/or agreement(s), been convicted of, or had a civil judgment rendered against them, for: (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) or private transaction or contract; (2) Violation of Federal or State antitrust statutes; (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (4) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Supplier's present responsibility;
- (c) Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (federal, state or local), with commission of any of the offenses enumerated above;
- (d) Have not, within a three-year period preceding the receipt of the contract(s) and/or agreement(s), had one or more public transactions (federal state or local) terminated for cause or default;
- (e) Shall not, except as otherwise provided under applicable federal regulations, knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded by any federal department or agency from participation in such transaction; and
- (f) Include in all lower tier covered transactions, and all solicitations for covered transactions, provisions substantially similar to those set forth herein.

- 21. COMPLIANCE WITH LOCAL, STATE AND FEDERAL REGULATIONS.** The Contractor shall comply with all lawful requirements of the United States, the State of California, the District, and all applicable municipalities and local agencies. Such compliance shall include, but is not limited to, all laws, regulations and guidelines regarding the health and safety of Contractor's employees, subcontractors, vendors, etc., as well as discharges to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

**22. BID PROTEST:**

**OVERVIEW** - It is the intent of the District to afford due process to bidders, proposers and professional service vendors (hereinafter collectively referred to as "bidders/proposers" and/or "bidders and proposers"), that have participated in a procurement process and believe that the intended award of a contract did not comply with: (1) the procurement's terms and/or conditions; and/or (2) applicable law.

Accordingly, this Procedure establishes the rules and procedures for bidders and proposers to file a protest regarding recommended award(s) as a result of a procurement issued by the District.

Compliance with this Procedure is mandatory, as further explained below.

**Filing of Protest:** A bidder or proposer that has submitted a bid or proposal to the District and wishes to file a protest against an intended award to another bidder/ proposer shall comply with the following:

- a. Submit the protest in writing to **Sharlene Coleal, Vice President of Administrative Services**, at the Administrative Offices, located at 1500 N. Verdugo Rd., Glendale, CA 91208;
- b. The protest letter must state the basis for the protest, all facts and information in support thereof, the remedy sought, be signed under penalty of perjury under the laws of the state of California, and be accompanied by all documents that support the basis of the protest;
- c. Protests must be submitted within five (5) business days of notification of the proposed award;
- d. The filing of a Public Records Act Request will not extend the five (5) business day deadline within which a protest must be filed.
- e. The filing of a protest will not suspend the intended award. The District retains its discretion to move forward with the intended award as permitted by law; and
- f. Any protest filed after the required deadline will not be considered, except in the District's sole discretion.

**Disposition of Protest:** Upon receipt of a protest, the **Associate Vice President of Administrative Services** will:

- g. Decide to respond; or decide to delegate the obligation to respond to a designee;
- h. Promptly notify the intended awardee by sending a full copy of the protest to the intended awardee and permitting the intended awardee to respond to the protest within three (3) business days of the notice by providing a response to the District addressing the points raised in the protest and/or by submitting any other information in support of the District making the intended award.
- i. Upon receipt of a response from the intended awardee, the intended awardee's response may, subject to the District's discretion, be sent or not, to the protester for a reply to be made within three (3) business days of a request for a reply. The District may or may not require the protester to provide additional information and/or documentation as part of its reply;
- j. A final decision on the protest will be sent to the protestor within ten (10) business days of the protest being filed. The time for issuance of the decision may be extended in the sole discretion of the District.
- k. If the **Associate Vice President of Administrative Services** or designee decides to reject or uphold the protest, this decision and its basis will be conveyed in writing/email to the protester, the intended awardee, and all other proposers and/or bidders that submitted a proposal or bid. In addition to the written/email notice, the decision may also be posted on the District's website.
- l. If the **Associate Vice President of Administrative Services** or designee decides to reject the protest, the communication will also declare the District's intention to: (a) award to another bidder/proposer, or (b) re-open the bid/proposal process after curing any irregularities via an Addendum issued to all bidders/proposers; or (c) cancel the solicitation altogether, or (d) cancel the solicitation and re-solicit bids/proposals.
- m. Alternatively, the **Associate Vice President of Administrative Services** or designee can declare the District's intention to (a) re-open the bid/proposal process after curing any irregularities via and Addendum issued to all bidders/proposers; (b) cancel the solicitation altogether, or (c) cancel the solicitation and re-solicit bids/, without ruling on the protest.

**(b) Appeal**

- a. If the **Associate Vice President of Administrative Services** or designee's decision is to (a) cancel the solicitation altogether, or (b) cancel the solicitation and re-solicit proposals or bids, without ruling on the protest, there is no right to appeal.
- b. If the **Associate Vice President of Administrative Services** or designee's decision is to reject the protest, the protestor has three (3) business days from such notice within which to file an appeal in writing to the **Associate Vice President of Administrative Services** setting forth all grounds for the appeal.
- c. The **Associate Vice President of Administrative Services** will immediately forward any such appeal to the District's President/Superintendent who shall determine the appeal. A hearing will be set within seven (7) business days at which time the protestor, intended awardee, and District representatives may present their positions to the District's President/Superintendent.
- d. The District's President/Superintendent will send a recommendation to the Board of Trustees (the "Board"). The Board will then either accept or reject the District's President/Superintendent's recommendation. The Board's decision will constitute the District's final decision on the appeal.

**(c) Other Terms and Conditions**

- a. A protester's compliance with this Protest Procedure is mandatory, and is a condition precedent, to the filing of any writ with the Superior Court.
  - b. If any other public entity and/or authority provides funding to a specific procurement subject to this Procedure, and mandates protest procedures different from those stated herein as a condition for providing such funding, then this Procedure may be modified to include such requirements, subject to the sole discretion of the District.
  - c. A true and accurate summary of the rules and procedures for filing a protest as described herein will be included in full or by reference in all requests for bids or requests for proposals and if not, is hereby deemed incorporated therein by reference.
  - d. File records containing documentation on protests and appeals, including but not limited to correspondence and written decisions, will be maintained by the District's Program Management Office and all and/or a portion of such files may be discoverable in response to a California Public Records Act Request. By the foregoing statement, the District does not intend to waive, nor does it waive, any of its potential rights, remedies, defenses, privileges and/or protections, all of which are hereby expressly and fully reserved.
  - e. This Procedure is also made with reference to Board of Trustees Administrative Procedures 6340 entitled "Purchasing and Contracts".
- 23. Set Off:** Contractor agrees that District shall have the right, without the necessity of a prior judgment by a court of law, to set off against amounts owing to Contractor under the Contracts any Loss that District suffers as a result of a breach by Contractor of any other agreement between Contractor and District, whether or not such agreement is related or unrelated to the Project(s).

**III. ATTACHMENTS THAT MUST BE SUBMITTED WITH YOUR BID**

Attachments "A" through "N" must all be completely and correctly filled out using the following required Forms without erasure or alteration, except as permitted by these Bid Documents, and submitted with your Bid Package on the due date for receiving Bids. See Section II A. 5. through 5.12 above for further details.

The Attachments must also be signed and/or notarized as indicated on the particular form and submitted as part of your Bid Submittal Package.

Follow any additional instructions on each Attachment.

**IV. ATTACHMENTS THAT ARE NOT SUBMITTED WITH YOUR BIDS**

Attachments “M” through “S” are for the Bidder’s information, reference and careful evaluation as they each can have a material effect on the cost of construction and must all be considered by the Bidder in preparing its Bids for the Projects. Attachments “M” through “S” will become part of the Contract Documents after award of the Contracts. See Section II A. 6. through 6.7 above for further details.

**V. REFERENCE DOCUMENTS AND INFORMATION**

Attachment “T” are Reference Documents and Information. These documents do not become part of the Contract Documents. However, they can have a material effect on the cost of construction and must all be considered by the Bidder in preparing its Bids for the Project. See Section II A. 7. above for further details.

**[ALL THE ATTACHMENTS BEGIN ON THE NEXT PAGE]**