



# INSTRUCTIONS TO BIDDERS

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Approved, DONALD L. WOLFE, Director of Public Works

By

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Date

# INSTRUCTIONS TO BIDDERS

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## **INSTRUCTIONS TO BIDDERS**

### **A. QUALIFICATION OF BIDDERS**

#### **1. Competency of Bidders**

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

#### **2. Contractor's License**

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

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

The required prime contractor license class is shown on the Plans and in the Notice Inviting Bids. However, the Agency reserves the right to award the Contract to a contractor with another license class if the Agency determines that the license class is proper for the Work.

#### **3. Bidder's Industrial Safety Record**

All Bidders are required to submit information regarding their industrial safety record on the form provided in the Bid. Failure to complete and/or include the Contractor's Industrial Safety Record form may result in the Bid being considered nonresponsive and being rejected. A review of this record will be made prior to a determination of the lowest responsible and responsive Bidder. An adverse finding as to the Bidder's industrial safety record may result in a review as to whether the Bidder is responsible.

### **B. BIDDER RESPONSIBILITY**

1. A responsible Bidder is a Bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the Contract. It is the Agency's policy to conduct business only with responsible contractors.

## **INSTRUCTIONS TO BIDDERS**

2. Bidders are hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), the Agency may determine whether the Bidder is responsible based on a review of the Bidder's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Bidder against public entities. Labor law violations which are the fault of subcontractors and of which the Bidder had no knowledge shall not be the basis of a determination that the Bidder is not responsible.
3. The Agency may declare a Bidder to be non-responsible for purposes of this Contract if the Board, in its discretion, finds that the Bidder has done any of the following: (1) violated a term of a contract with the Agency, the County, or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Bidder's quality, fitness, or capacity to perform this Contract with the Agency or a contract with any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or omission which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the Agency or any other public entity.
4. If there is evidence that the apparent low Bidder may not be responsible, the Agency will notify the Bidder in writing of the evidence relating to the Bidder's responsibility and its intention to recommend to the Board that the Bidder be found not responsible. The Agency will provide the Bidder with an opportunity to present evidence as to why the Bidder should be found to be responsible and to rebut evidence which is the basis for the Agency's recommendation. If the Bidder fails to avail itself of the opportunity to rebut the Agency's evidence, the Bidder may be deemed to have waived all rights of appeal.
5. If the Bidder presents evidence in rebuttal to the Agency, the Agency will evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board. The final decision concerning the responsibility of the Bidder shall reside with the Board.
6. These terms shall also apply to proposed subcontractors of the Bidder.

### **C. BIDDER DEBARMENT**

1. The Bidder is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), the Agency may debar the Bidder from bidding on other County or Agency contracts for a specified period of time, generally not to exceed 5 years; however, if circumstances warrant, the County or the Agency may impose a longer period of debarment up to and including permanent debarment. Also, the County or the Agency may terminate any or all of the Bidder's existing contracts with the County or the Agency, if the Board in its discretion finds that the Bidder has done any of the following: (1) violated any term of a contract with the County or the Agency, (2)

## **INSTRUCTIONS TO BIDDERS**

committed any act or omission which negatively reflects on the Bidder's quality, fitness, or capacity to perform a contract with the County, the Agency, or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County, the Agency, or any other public entity.

2. If there is evidence that the apparent low Bidder may be subject to debarment, the Agency will notify the Bidder in writing of the evidence which is the basis for the proposed debarment, and will advise the Bidder of the scheduled date for a debarment hearing before the Contractor Hearing Board.
3. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment will be presented. The Bidder will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a proposed decision, which will contain a recommendation regarding whether the Bidder should be debarred, and, if so, the appropriate length of time of the debarment. If the Bidder fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Bidder may be deemed to have waived all rights of appeal.
4. A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
5. These terms shall also apply to proposed subcontractors of the Bidder.

### **D. ADDENDA TO THE CONTRACT DOCUMENTS**

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

Purchasers of the Bidder's package will be furnished copies of such Addenda, either by certified mail, overnight mail, facsimile, or personal delivery, during the period of advertising. Addenda will be sent to the facsimile number and/or address provided at the time of purchase of the Bidder's package. This address must be a street address, not a P.O. Box number.

The Bidder shall acknowledge the receipt of Addenda on the form provided for this purpose in the Bid.

## **INSTRUCTIONS TO BIDDERS**

### **E. ATTENDANCE AT PRE-BID MEETINGS**

All Bidders shall attend mandatory pre-bid meetings if so required in the Notice Inviting Bids. Failure of the Bidder to attend the mandatory pre-bid meeting shall result in the rejection of the Bid.

### **F. PREPARATION OF THE BID**

#### **1. Examination of Site, Plans, and Specifications**

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

#### **2. Test Hole Borings**

Excavation permits for test hole borings drilled prior to submitting a Bid must be obtained from the agency having jurisdiction and any applicable fees paid by the Bidder. Bidders shall notify [Underground Service Alert \(USA\)](#) at (800) 227-2600 two business days prior to the start of any such boring operations.

#### **3. Estimated Quantities**

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

#### **4. Bid Instructions**

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

## **INSTRUCTIONS TO BIDDERS**

In the case of unit price Bid items, the Bidder shall set forth in the Schedule of Prices, in clearly legible figures, a unit price and a total for the item in the respective spaces provided for this purpose. The amount set forth in the "Total" column shall be the product of the unit price set forth and the estimated quantity for the Bid item. For lump sum Bid items, only an amount in the "Total" column is required and only the amount in the "Total" column will be considered.

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

### **5. Signature**

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

#### a) Corporation

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

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

#### b) Partnership

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

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

#### c) Individual

The required signature is that of the individual.

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

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### d) Joint Venture

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

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

### **6. Altering Bids**

The wording of the Proposal forms shall not be changed. Any additions, condition limitations, or provisions inserted by the Bidder will result in the Bid being considered nonresponsive and being rejected.

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

### **7. Bid Guaranty**

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

A bid bond shall be duly executed by a surety. Bid bonds may be prepared on the surety's standard form. The surety must be on file with the Los Angeles County Clerk ' s Business Filings and Registration office, (562) 462-2056. The surety must also be a State of California admitted carrier.

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

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

### **8. Bidder DBE Information (Federally Funded Projects Only)**

For contracts with a Disadvantaged Business Enterprise (DBE) participation goal, all DBE subcontractors and suppliers, regardless of the value of their subcontract/order, shall be listed by the Bidder on the forms included in the Bid.

## INSTRUCTIONS TO BIDDERS

The form for listing DBEs shall be properly completed with all of the required information.

The indicated dollar amount of the subcontract/order shall be the actual value of the subcontract/order. Where appropriate, the data included on this form shall be consistent with the data in the listing of subcontractors per paragraph 11.

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

### **9 . Jury Service Program**

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

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

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

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

### **10. Small Business Enterprise (SBE) Preference, Community Business Enterprise (CBE) and Contractor Employee Jury Service Program Forms**

The Bidder's package contains copies of forms entitled "Contractor Employee Jury Service Program Form" and "Request for [Local SBE Preference Program](#) Consideration and CBE Firm/Organization Information Form". The forms included in the Proposal must be completed by the Bidder and must be submitted with the Bid. In addition, the lowest responsible and responsive Bidder has until 5 p.m. on the fourth day not including Friday, Saturday, Sunday, or legal holidays, following the day of the Bid opening to submit "CBE Firm/Organization Information Form for Subcontractors" to the Agency for each of its subcontractors listed in the Bid. If these forms for the subcontractors are not included with the Bid, they shall be delivered to the following address:

County of Los Angeles Department of Public Works  
Construction Division, 8th Floor  
900 South Fremont Avenue  
Alhambra, California 91803-1331

Failure to submit these forms at the times prescribed above may result in the Bid being considered nonresponsive and being rejected.

### **11. Listing of Subcontractors**

Subcontractors must be listed by the Bidder as indicated on the forms included in the Bid in accordance with the provisions of [Chapter 4 of the California Public Contract Code](#). This Chapter is known as the "Subletting and Subcontracting Fair Practices Act" and some of its requirements are summarized in Subsection 2-3 of the Standard Specifications. Listed subcontractors must be properly licensed by the State of California for the type of work they are to perform. Alternate subcontractors shall not be listed for the same work.

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

## **INSTRUCTIONS TO BIDDERS**

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

### **12. Gratuities**

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

A Bidder shall immediately report any attempt by an Agency officer, employee or agent to solicit such improper consideration. The report shall be made either to the Agency manager charged with the supervision of the employee or to the [County Auditor-Controller's Employee Fraud Hotline](#) at (213) 974-0914, or (800) 544-6681. Failure to report such a solicitation may result in the Bidder's Bid being eliminated from consideration. Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

### **G. SUBMITTAL OF THE BID**

#### **1. General**

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

If the Bid is sent by a commercial delivery service, the Agency will assume no responsibility for ensuring that the Bid is received at the Cashier's Office prior to the time specified in the Notice Inviting Bids.

All Bids submitted as prescribed above will be publicly opened and read at the time and place specified in the Notice Inviting Bids.

## **INSTRUCTIONS TO BIDDERS**

### **2. Withdrawal of the Bid**

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

### **H. NONRESPONSIVE BIDS AND BID REJECTION**

1. Failure of a Bidder to attend a mandatory pre-bid meeting shall result in its Bid not being accepted and/or being rejected.
2. A Bid from any individual, firm, partnership, corporation, or association which prepared, in part or in whole, the Plans, Specifications, or estimates for the Contract will be rejected.
3. More than one Bid for the same Contract from any individual, firm, partnership, corporation, or association under the same or different names may be rejected. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for rejecting all Bids in which such Bidder is interested. However, this requirement does not prevent a Bidder who submits a Bid from being listed as a subcontractor by another Bidder. Apparent collusion among Bidders may be sufficient cause for rejecting any or all Bids, and the participants in such collusion may be barred from future bidding.
4. A Bid in which the Contract Unit Prices are unbalanced, which is incomplete or which shows any alteration of form or irregularities of any kind, or which contains any additions or conditional or alternate Bids that are not called for, may be considered nonresponsive and be rejected.
5. A Bid in which the signature of the Bidder has been omitted may be considered nonresponsive and be rejected.
6. A Bid in which a Bid item is left totally blank may be considered nonresponsive and be rejected.
7. A Bid in which the Bid Guaranty is missing or in which a Bid Guaranty surety bond is not signed by both the Bidder and the surety may be considered nonresponsive and be rejected.
8. A Bid in which the List of Subcontractors form or the Bidder DBE Information form is incomplete, or the data included therein is inaccurate, inconsistent, or a misrepresentation of the work to be subcontracted or materials to be procured, may be considered nonresponsive and be rejected.
9. A Bid in which the "Contractor Performance Verification Form", if contained in the

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Bid Proposal, is left blank or not completely filled out, may be considered nonresponsive and be rejected.

10. The Bidder must perform, with its own organization, Contract work amounting to at least 50 percent of the Contract Price, less the value of those items designated as "Specialty Items," as discussed in Subsection 2-3.1 of the Standard Specifications. Bids which fail to meet this requirement may be considered nonresponsive and be rejected.
11. A Bidder shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861. Failure to report such a solicitation may result in the Bidder's Bid being eliminated from consideration.

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

### **I. AWARD AND EXECUTION OF THE CONTRACT**

#### **1. Comparison of the Bids**

After the Bids have been opened and the Contract Prices read, the Schedule of Prices will be checked and compared, and the results will be made public.

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

#### **2. Relief from the Bid due to a Mistake**

Pursuant to [Sections 5100 through 5107 of the Public Contract Code](#), a Bidder may be relieved of its Bid by the Agency.

Pursuant to [Section 5103 of the Public Contract Code](#), the Bidder shall establish to the satisfaction of the Agency that:

- a. A mistake was made.
- b. The Bidder gave the Agency written notice of the mistake within 5 days after the date of the Bid opening specifying in detail how the mistake occurred.
- c. The mistake made the Bid materially different than the Bidder intended it to be.
- d. The mistake was made in filling out the Bid and not due to error in judgment or to

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carelessness in inspecting the Work site, or in reading the Plans and Specifications.

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

### **3. Injury and Illness Prevention Program**

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

### **4. WebVen Registration**

Prior to award of the Contract, the Bidder shall register in WebVen. Registration may be accomplished online via the internet, [www.camisvr.co.la.ca.us](http://www.camisvr.co.la.ca.us), under "Doing Business With The County."

### **5. Greater Avenues for Independence (GAIN) and General Relief Opportunities for Work (GROW) Programs**

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

### **6. Child Labor Standards**

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

The Bidder understands and agrees that, if awarded the Contract and the County

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discovers that any products, goods, supplies, or other personal property supplied by the Bidder to the County are produced in violation of any international child labor conventions, it will immediately provide an alternative, compliant source of supply.

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

### **7. Newborn Abandonment Law (Safely Surrendered Baby Law)**

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

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

### **8. Local Small Business Enterprise Preference Program**

The Agency will give preference to businesses that are certified by the County as a Local Small Business Enterprise (Local SBE), consistent with [Chapter 2.204 of the Los Angeles County Code](#). The preference to be granted to each Local SBE shall be 5 percent of the lowest Bid and shall not exceed fifty thousand dollars (\$50,000). The preference is used only for the basis of award of the Contract and does not alter the amount. A Certified Local SBE is: 1) a business certified by the State of California as a small business enterprise; and 2) a business having its principal office currently located in Los Angeles County for a period of at least the past 12 months; and 3) certified by Office of Affirmative Action Compliance as meeting the requirements set forth in 1 and 2 above. Certified Local SBEs must not request the preference unless the certification process has been completed and certification affirmed. The Agency will verify Local SBE certification prior to applying the preference. Sanctions and financial penalties may apply to a business that knowingly and with intent to defraud seeks to obtain or maintain certification as a certified Local SBE.

Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the [California Department of General Services Office](#) of Small Business Certification and Resources Website at <http://www.pd.dgs.ca.gov/smbus/default>.

## **INSTRUCTIONS TO BIDDERS**

### **9. Award of the Contract**

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

### **10. Delay of Award**

The award of the Contract may be delayed for various reasons. The Agency reserves the right to delay the award of the Contract for 90 calendar days. After 90 calendar days, the lowest responsible and responsive Bidder may at any time request release from its Bid without penalty.

### **11. Execution of the Contract**

After the Contract is awarded, the awardee will receive the following documents by mail or by hand delivery:

- a. The Workers' Compensation Insurance Certification (not required for some Federally funded projects)
- b. The Contract
- c. The Bond for Faithful Performance form
- d. The Payment Bond for Labor and Materials form (this bond is not required for contracts of \$25,000 or less)
- e. Surety Information Form

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

The Contract shall be signed by the awardee and returned to the Agency, together with the Contract bonds signed by the awardee and the surety's attorney-in-fact and the other documents, within 10 business days after it has been received by the awardee or its authorized agent. All signatures shall be properly notarized according to the capacities of the signers.

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

Failure of the awardee to properly execute the awarded Contract and file acceptable bonds as provided in the Standard Specifications, the Additions and Amendments, and herein within the time limit specified above shall be sufficient cause for the annulment of the award by the Agency and the forfeiture of the awardee's Bid Guaranty.