

4. INSTRUCTIONS TO BIDDERS

All Bids must be made in accordance with these Instructions to Bidders ("ITB"). Unless specifically noted, capitalized terms are used as defined in the General Conditions, found in the Contract Appendix. All terms defined in the General Conditions which occur in the Bid and Contract Documents shall have meanings as defined therein.

1. AVAILABILITY OF BID DOCUMENTS

Bids must be submitted to the Chaffey Community College District (hereinafter referred to as the "OWNER") on the Bid Forms which are a part of the Bid and Contract Documents for the Project. All bids must be submitted **electronically** by no later than the submission deadline set forth in the Notice Inviting Bids via the OWNER's PlanetBids Vendor Portal (see Notice Inviting Bids for access instructions). Prospective bidders may obtain sets of Bid and Contract Documents as specified in the Notice Inviting Bids.

2. EXAMINATION OF BID DOCUMENTS

The OWNER has made copies of the Bid and Contract Documents available, as indicated above. Bidders shall be solely responsible for examining the Project Site and the Bid and Contract Documents, including any Addenda issued during the bidding period, and for informing itself with respect to local labor availability, means of transportation, necessity for security, laws and codes, local permit requirements, wage scales, local tax structure, contractors' licensing requirements, availability of required insurance, and other factors that could affect the Work. Bidders are responsible for consulting the standards referenced in the Contract, including Subpart "M" of the Contract Appendix, entitled Specifications. Failure of Bidder to so examine and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under State law.

3. INTERPRETATION OF BID DOCUMENTS

The DEADLINE to submit requests for interpretation or clarification for responses to be included in the final addendum is 2:00 PM on November 13, 2025.

Any request for an interpretation, information or clarification of the Bid and Contract Documents must be submitted electronically via the "Q&A" function accessible through OWNER's PlanetBids Vendor Portal. Responses and/or Addenda from the OWNER will be posted on the OWNER's PlanetBids Vendor Portal. OWNER reserves the right to respond to all written/faxed Bidders' inquiries received at least seventy-two (72) hours before the scheduled bid opening date for which, in its sole judgment, a response is in the best interest of the OWNER. Where such interpretation or clarification requires a change in the Bid and Contract Documents, the OWNER will prepare and issue an Addendum to the Bid and Contract Documents. The OWNER shall not be bound by, and Bidder shall not rely upon, any oral interpretation or clarification of the Bid and Contract Documents.

***DO NOT SUBMIT SECTION 00 40 25 - REQUEST FOR INFORMATION (PRE-BID) FORM INTO PLANETBIDS. THIS FORM IS TO BE DISREGARDED.**

4. INSPECTION OF SITE; PRE-BID CONFERENCE AND JOB WALK

Each prospective bidder is responsible for fully acquainting himself with the conditions of the Project Site (which may include more than one location), as well as those relating to the construction and labor of the Project, to fully understand the facilities, difficulties and restrictions which may impact the total and adequate completion of the Project. To this end, a Pre-Bid Meeting and Job Walk will be held on the date(s) and time(s) indicated in the Notice Inviting Bids. One or more additional job walks may be arranged on other date(s), but bidders should attend on the scheduled date, since there is no guarantee that additional job walks will be scheduled. Prospective bidders shall not visit the Site without making arrangements through OWNER'S Purchasing Services Office.

The OWNER expects that each contractor submitting a bid for this Project (a) is satisfied as to the conditions affecting the work, (b) has taken whatever measurements and/or gathered all information sufficient to properly bid the Project, (c) understands the facilities, difficulties and restrictions which may impact the total and adequate completion of the Project, and (d) receives clarification on any bidding and contracting requirements applicable to this Project. No allowance for lack of knowledge of existing conditions will be made after opening of the bids

5. ADDENDA

The OWNER reserves the right to revise the Bid and Contract Documents prior to the bid opening date. Revisions, if any, shall be made by written Addenda. Pursuant to Public Contract Code Section 4104.5, if the OWNER issues an Addendum later than 72 hours prior to the deadline for submission of bids, and the Addendum requires material changes, additions or deletions to the description of the work to be performed or the content, form or manner of submission of bids, the OWNER will extend the deadline for submission of bids by at least 72 hours. Otherwise, the OWNER may determine, in its sole discretion, whether an Addendum requires that the date set for opening bids be postponed. The announcement of the new date, if any, shall be made by Addenda. Any and all Addenda will be posted on the OWNER's PlanetBids Vendor Portal. **Please Note: Bidders are primarily and ultimately responsible for ensuring that they have received and reviewed any and all Addenda.** To this end, each Bidder should access the **OWNER's Planet Bids Vendor Portal** to verify that it has received and reviewed all Addenda issued, if any.

Bidder must acknowledge receipt of all Addenda if any in the OWNER's Planet Bid Portal.

If an addendum is issued after a bidder's bid response has been submitted, the bid will be invalidated. The Vendor will need to acknowledge any new addenda, make any necessary edits, and resubmit their bid. The original bid has been saved as a **Draft** for the Vendor.

Failure to acknowledge receipt of all Addenda will result in the bid being deemed as incomplete and nonresponsive. The bid will not be viewed by the OWNER since the bid will not be fully submitted.

6. PREPARATION OF BIDS

Bids shall be prepared only using copies of the Bid Forms provided with the Bid and Contract Documents. The use of substitute bid forms other than clear and correct photocopies of those

provided by the OWNER will not be permitted and may result in the Bid being declared nonresponsive. Bid Forms shall be executed and electronically submitted by an authorized signatory as described in elsewhere in these Instructions to Bidders. In addition, Bidders shall fill in all blank spaces (including inserting "N/A" where applicable). Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon.

7. ALTERNATE BIDS

The term "Alternate" means a proposed change described in the Bid and Contract Documents that may result in a change to the Contract Sum or the Completion Time, or both, but only if accepted by the OWNER in writing. If alternate bid items are called for in the Contract Documents, the lowest bid will be determined on the basis of the base bid only. However, the OWNER may choose to award the Contract on the basis of the base bid alone or the base bid and any alternate or combination of alternates. The time required for completion of the alternate bid items has been factored into the Contract duration and no additional Contract time will be awarded for any of the alternate bid items. The OWNER may elect to include one or more of the alternate bid items, or to otherwise remove certain work from the Project scope of work. Accordingly, each Bidder must ensure that each bid item contains a proportionate share of profit, overhead and other costs or expenses which will be incurred by the bidder.

8. MODIFICATIONS OF BIDS

Each Bidder shall submit its Bid in strict conformity with the requirements of the Bid and Contract Documents. Each Bid prepared by Bidder shall be complete in itself and shall be submitted electronically in accordance with the instructions herein.

Unauthorized conditions, limitations, exclusions or provisions attached to a Bid will render it nonresponsive and cause its rejection. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms, nor make substitutions thereon. **ORAL, TELEPHONIC AND FACSIMILE BIDS OR MODIFICATIONS WILL NOT BE CONSIDERED.**

9. SIGNING OF BIDS

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders will be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom.

If a Bidder is a joint venture or partnership, it will be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

10. BID GUARANTEE (BOND)

Each bid shall be accompanied by: (a) cash; (b) a certified check made payable to the OWNER; (c) a cashier's check made payable to the OWNER; or (d) a bid bond payable to the OWNER executed by the bidder as principal and surety as obligor in an amount not less than 10% of the maximum amount of the bid. Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. The cash, check or bid bond shall be given as a guarantee that the bidder shall execute the Contract if it be awarded to the bidder, shall provide the payment and performance bonds and insurance certificates and endorsements as required herein within ten (10) calendar days after notification of the award of the Contract to the bidder. Failure to provide the required documents may result in forfeiture of the bidder's bid deposit or bond to the OWNER and the OWNER may award the Contract to the next lowest responsible bidder or may call for new bids.

Contractors submitting bid guarantee by (a) cash; (b) a certified check made payable to the OWNER; (c) a cashier's check made payable to the OWNER must be received via mail or by hand delivery on or before the bid submission deadline to the following address:

Chaffey College
Attn: Purchasing Department (Tanisha Grattan)
5885 Haven Ave
Rancho Cucamonga, CA 91737

It is the responsibility of the Bidder to confirm that the Bid Bond was received by the Purchasing Department prior to the DEADLINE.

11. SUBMISSION OF SEALED BIDS

The Bidder must enter pricing electronically in the "Line Items" tab for any and all line items or lump sum bid amounts as required. The pricing provided in the electronic Bid form will be the only valid bid pricing for determination of the low bid. The Bidder must attach the required pdf file(s) as attachments in the Bid Information tab. Bidders experiencing any technical difficulties with the bid submission process may contact PlanetBids System Support at 818-992-1771. Neither the OWNER nor PlanetBids make any guarantee as to the timely availability of assistance, or assurance that any given problem will be resolved by the bid submission date and/or time. It is the Bidder's sole responsibility to ensure timely submission of its Bid (including the bid security required herein).

The Bidder will not be able to submit a Bid beyond the deadline for Bid submission.

12. DELIVERY AND OPENING OF BIDS

Bids will be received by the OWNER as described in the Notice Inviting Bids up to the date and time shown therein. It is the Bidder's sole responsibility to ensure that its Bid is received as stipulated. Bids may be submitted earlier than the dates(s) and time(s) indicated.

A cost summary of submitted bids will be immediately available following the bid closing.

13. WITHDRAWAL OF BID

Prior to the bid opening date, an electronic Bid may be withdrawn by the Bidder via the OWNER's PlanetBids Vendor Portal at any time prior to the scheduled bid submission deadline. If a Bidder

to whom the award is made fails or refuses to sign a Contract, or to furnish the bonds, certificates and endorsements required below within the time specified in these Instructions to Bidders below, the funds represented by the Bid Guarantee (cash, cashiers' check or Bid bond described above) shall be forfeited and become and remain the property of the OWNER; the amount thereof being previously agreed to by the Bidder and the surety to be due the OWNER because of the damage resulting from the delay in the execution of the Contract and in the performance of Work thereunder.

14. AWARD PROCESS

District shall award the contract for the Project to the lowest responsive, responsible Bidder as determined by the District from the Total Base Bid Amount (Lump Sum). Bids will be reviewed by the OWNER against the bid requirements per the contract documents. The Bid that meets all the requirements of the contract, including the lowest base price, shall be determined to be the lowest responsive and responsible bidder.

Once the apparent lowest responsive and responsible bidder is identified, the recommendation of award shall be forwarded to the Chaffey College Governing Board for approval.

The apparent lowest and responsive bidder should at this point, begin to prepare the following documents:

- (1) the Contract Form;
- (2) the Performance Bond;
- (3) the Payment Bond;
- (4) certification from the County Clerk verifying, Pursuant to Code of Civil Procedure Section 995.660, that the Payment Bond surety's certificate of authority has not been surrendered, revoked, canceled, annulled or suspended or, in the event that it has been suspended, that it has been renewed;
- (5) the required insurance documents/certificates;
- (6) the Drug-Free Workplace Certification;
- (7) the Recycled Content Certification;
- (8) the Asbestos-Free Materials Certification;
- (9) a Cost Breakdown of the Base Bid Price with all alternates, if any, providing the information required per Article 9 of the General Conditions;
- (10) a preliminary Construction Schedule in accordance with Division 1 of the Specifications.

Upon award, OWNER shall issue a Notice of Award letter to the lowest responsive and responsible Bidder. The Bidder will have **ten (10) calendar days** from the date of receipt of the Notice of Award letter to supply the OWNER with all of the required documents and certifications. If the Bidder fails to sign and return all of the above items as required, OWNER may reject the Bidder's Bid and select the next apparent lowest responsive and responsible bidder until all bids have been exhausted or may reject all bids. The Bidders whose Bid is rejected for such failure shall be liable for all forfeit to OWNER the amount of Bidder's Bid Security.

The Completion Time will begin to run from the commencement date specified in the Notice to Proceed letter, but not sooner than **ten (10) calendar days** after receipt of the Notice of Award. Once the OWNER receives all of the properly drafted and executed documents and certifications from the successful Bidder, the OWNER shall issue a Notice to Proceed to that successful Bidder. Upon an award to the lowest Bidder, the security of an unsuccessful bidder shall be returned within Sixty (60) days from the time the award is made.

15. DESIGNATION OF SUBCONTRACTORS

Pursuant to Public Contract Code section 4100, *et seq.*, the Bidders must designate the name, address of the place of business, scope(s) of work, Department of Industrial Relations ("DIR") registration number, and contractor license number of each subcontractor who will perform work or render services for the Bidder in an amount that exceeds one-half of one percent (0.5%) of the Bidder's Total Bid Price, as well as the portion of work each such subcontractor will perform on the "List of Proposed Subcontractors" form provided herein by the OWNER. No additional time will be provided to bidders to submit any of the requested information in the Designation of Subcontractor form.

16. DISABLED VETERANS' BUSINESS ENTERPRISE GOAL REQUIREMENTS

In accordance with Education Code Section 71028, the OWNER has a participation goal for Disabled Veteran Business Enterprises ("DVBE") of at least three percent (3%) of the total dollar amount of contracts awarded. Although not specifically required, Bidders are encouraged to seek and include DVBE subcontractor and supplier participation in their bid for the Project. In addition, you are encouraged to note in the Expanded List of Proposed Subcontractors those who qualify as DVBE's. Prior to, and as a condition precedent for, final payment under this Contract, the successful bidder will be required to provide documentation to the OWNER identifying the amounts paid to DVBE's in conjunction with this Contract so that the OWNER can assess its success at meeting its DVBE participation goal.

17. LICENSING REQUIREMENTS

Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all bidders must possess proper licenses for performance of this Contract. Contractors shall meet the California Contractor's license requirements set forth in the Notice Inviting Bids in order to perform each specific Bid Category for which they wish to submit a bid. Contractors who wish to submit combination bids must meet the requirements for each Bid Category, as specified by state law. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Pursuant to Section 7028.5 of the Business and Professions Code, the OWNER shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Bid and Contract Documents to be nonresponsive, and the OWNER shall reject the Bid. The OWNER shall have the right to request, and the Bidders shall provide within five (5) Calendar Days, evidence satisfactory to the OWNER of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract.

Notwithstanding anything contained herein, if the Work involves federal funds, the Contractor shall be properly licensed by the time the Contract is awarded, pursuant to the provisions of Public Contract Code section 20103.5.

18. DISQUALIFICATION OF BIDDERS; INTEREST IN MORE THAN ONE BID

No bidder shall be allowed to make, submit or be interested in more than one bid for the same Project Category. However, a person, firm, corporation or other entity that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a subproposal or quoting prices to other bidders submitting a bid to the OWNER.

19. INSURANCE REQUIREMENTS

All bidders must meet certain minimum standards as more fully described in the General Conditions to participate on this Project.

20. REQUIRED BIDDER CERTIFICATIONS

Bidders must comply with the following:

A. **BID FORMS:** Within the Bid and Contract Documents the bidder must certify to various information, including but not limited to, the accuracy of the representations made in the Bid Forms.

B. **NON-COLLUSION DECLARATION:** Pursuant to Public Contract Code Section 7106, each Bidder must execute and submit with its bid the statutorily mandated non-collusion declaration included in the Bid Forms.

C. **DRUG-FREE WORKPLACE:** Pursuant to Government Code Section 8350 et seq., the successful bidder will be required to certify to the OWNER, in writing and under penalty of perjury, that the bidder will comply with the requirements of the Drug-Free Workplace Act of 1990. The successful bidder will be required to sign and file the certification with the OWNER prior to performing any work on the Project. A certification form for this purpose is furnished in the Contract Appendix.

D. **CERTIFICATION OF RECYCLED CONTENT:** In accordance with provisions of the Public Contract Code Section 12213, the successful bidder will be required to certify to the OWNER, in writing and under penalty of perjury, the minimum (if not exact) percentage of recycled content in materials, goods, or supplies offered or products used in the performance of the contract, regardless of whether the product meets the required recycled product percentage as defined in Public Contract Code Sections 12161 and 12200. The recycled content shall include both post-consumer materials and secondary material as defined in Public Contract Code Sections 12161 and 12200. The successful bidder may certify that the product contains zero recycled content. The successful bidder will be required to sign and file the certification with the OWNER prior to performing any work on the Project. A certification form for this purpose is furnished in the Contract Appendix.

E. **CERTIFICATION OF ASBESTOS-FREE MATERIALS:** No materials furnished, installed or incorporated in the Project shall contain asbestos or any other material deemed to be hazardous by the state or federal government. To this end, the successful bidder shall be required to certify to the OWNER, in writing that, to the best of his knowledge, information and belief, no material furnished, installed or incorporated into the Project will contain asbestos or any other material deemed to be hazardous by the state or federal government. A certification form for this purpose is furnished in the Contract Appendix.

F. **PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION:** Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public works must be registered with the Department of Industrial Relations (DIR). No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial

Relations for the duration of the Project. To this end, Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided in the Bid Forms, attesting to the facts contained therein. Failure to submit this form may render the Bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors Form.

G. IRAN CONTRACTING ACT CERTIFICATION: In accordance with Public Contract Code Section 2200 et seq., the OWNER requires that any person that submits a bid or proposal or otherwise proposes to enter into or renew a contract with the OWNER with respect to goods or services of one million dollars (\$1,000,000) or more, certify at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 as a person engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable. The form of such Iran Contracting Certificate is included with the Bid Forms and must be signed and dated under penalty of perjury.

21. BASIS OF AWARD; BALANCED BIDS

The OWNER shall award the Contract to the lowest responsible bidder submitting a responsive Bid. The OWNER may reject any Bid which, in its opinion when compared to other bids received or to the OWNER's internal estimates, does not accurately reflect the cost to perform the Work. The OWNER may reject as non-responsive any bid which unevenly weights or allocates costs, including but not limited to overhead and profit to one or more particular bid items.

22. FILING OF BID PROTESTS

Bidders may file a "protest" of a contract award with the OWNER's Executive Director of Business Services. In order for a Bidder's protest to be considered valid, the protest must:

- Be filed timely and in writing (as detailed in this Section).
- Clearly identify the specific accusation involved.
- Clearly identify the specific OWNER Staff/Board recommendation being protested.
- Specify, in detail, the grounds of the protest and the facts supporting the protest.
- 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 OWNER within five (5) Calendar Days after the bid opening date.

If the protest is valid, the OWNER's Executive Director of Business Services, or other designated OWNER staff member, shall review the basis of the protest and all relevant information. The Executive Director of Business Services will deny or concur with the protest and provide a written decision to the protestor. The protestor may appeal the decision of the Executive Director of Business Services to the Associate Superintendent of Business Services and Economic

Development within 3 days of Notification thereof.

23. PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS

Within the time specified in these Instructions to Bidders above, the Bidder to whom a Contract is awarded shall deliver to the OWNER two identical counterparts of the Performance Bond and Payment Bond in the form supplied by the OWNER and included in the Bid and Contract Documents. Failure to do so may, in the sole discretion of OWNER, result in the forfeiture of the Bid Guarantee. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the OWNER.

The Performance Bond shall be for one hundred percent (100%) of the Total Bid Price, and the Payment Bond shall also be for one hundred percent (100%) of the Total Bid Price.

Pursuant to Code of Civil Procedure Section 995.660, as required in the Notice of Award for the Contract, Contractor shall provide OWNER with a certificate from the County Clerk verifying that the Payment Bond surety's certificate of authority has not been surrendered, revoked, canceled, annulled or suspended or, in the event that it has been suspended, that it has been renewed.

Subcontractor bond requirements are in the General Conditions.

24. EXPERIENCE AND TECHNICAL REQUIREMENTS

Bidders are required to provide the experience and qualification information required as part of the Bid Forms. The purpose of this data is to provide the information necessary for the OWNER to determine whether Bidders have the necessary experience in order to responsibly carry out the Work. Each Bidder shall answer all questions and provide information requested by the Bid Forms. Failure to respond or to complete all requested information may result in the bid being rejected as nonresponsive. See the Supplementary General Conditions for minimum experience and technical requirements.

25. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES

Contractor and its subcontractors performing work under this Contract will be required to pay California sales and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Bid and Contract Documents.

26. EXECUTION OF CONTRACT

The Bidder to whom an award is made shall execute the Contract in the amount of its Total Bid Price and furnish the required insurance certificates and endorsements, as well as Performance and Payment Bonds, in a timely manner. The OWNER may require appropriate evidence that the persons executing the Contract and the bonds for both the Bidder and its surety or sureties are duly empowered to do so.

27. OWNER RIGHTS

The OWNER 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 and Contract Documents. The OWNER reserves the right to:

- Reject any or all of the Bids if such action is in the best interest of the OWNER.
- Issue subsequent notice inviting bids.
- Cancel this entire bidding process.
- Appoint evaluation committees to review any or all 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 issuance of the Notice Inviting Bids does not commit the OWNER to enter into a contract, nor does it obligate the OWNER to pay any costs incurred in preparation and submission of Bids or in anticipation of a contract.

28. BIDDER'S RESPONSIVENESS

The OWNER will evaluate Bids for responsiveness at the time of Bid opening and before award is made. A Bid must be in strict compliance with the commercial and technical specifications, without exception. Only Bids which conform in all material respects to the Bid and Contract Documents can be eligible for award. A Bid not meeting the requirements of the responsiveness checklist may be rejected immediately upon opening, and returned to the Bidder's representative.

29. BIDDER'S RESPONSIVENESS CHECKLIST

The OWNER's initial responsiveness evaluation will consider the following:

- Bid amount through electronic submission
- Acknowledge all addenda in PlanetBids
- Submit electronic copy of Bid Bond
- Submit electronic List of Proposed Subcontractors
- Submit electronic copy of properly executed Non-Collusion Declaration;
- Submit electronic copies of completed and properly executed Bidder Information Forms; and
- Submit any other required Bid Forms

If the Bidder is a joint venture, each joint venturer shall prepare and submit a separate form. Extra forms, if needed, can be obtained from the OWNER, or photocopied by the Bidder, if necessary.

30. BID FORMS; LISTS OF SUBCONTRACTORS

a. Bid Forms.

The Bid Forms must be completed as set forth below.

- i. The Bid Forms must be prepared using ink, indelible pencil or a typewriter.
- ii. The Bid Form must be signed by the Bidder or on its behalf by the person or persons having the authority to do so. Proof of the authority to act on behalf of the firm must be submitted when requested. The proof shall be in

the form of a certified copy of an appropriate corporate resolution, certificate of partnership or joint venture, or another appropriate document. If Bidder is an entity made up of multiple parties and no person or persons are designated to act on its behalf, all parties shall execute the Bid.

- iii. Addenda - Receipt of addenda must be acknowledged in PlanetBids.
- iv. The Bidder shall not delete, modify, supplement or make substitutions thereof, on the printed matter of the Bid Forms.
- v. Corrections shall be initialed by the person who signs the Bid Form.
- vi. Exceptions or qualifications to the Bid and Contract Documents are strictly forbidden. Any comment by the Bidder which the OWNER determines can be construed as altering the requirements of the Project Manual or the terms and conditions of the Contract will render the Bid nonresponsive and disqualify the Bidder from consideration for award.

b. List of Proposed Subcontractors (Forms).

Each submitted bid must also be accompanied by a listing of proposed subcontractors as required by California Public Contract Code, Section 4100 et. seq. State law prohibits substitution of subcontractors listed in the original Bid except as otherwise provided in Sections 4107 and 4107.5 of the California Public Contract Code. Bidders are required to list all Subcontractors whose participation in the Contract will exceed one-half of one percent (0.5%) of the Total Bid Price. The List of Proposed Subcontractors Forms must be completed as set forth below.

- i. Name. List the name of Subcontractors who will perform work in excess of one half of one percent (0.5%) of the Total Bid Price.
- ii. Location. For listed Subcontractors, identify the location of its place of business (City and State).
- iii. Work. For listed Subcontractors, identify the type/portion of work to be performed in the Contract.
- iv. CSLB Contractor License Number. For listed Subcontractors, list their California State Licensing Board Contractor License Number.
- v. DIR Registration Number. For listed Subcontractors, list their Department of Industrial Relations Registration Number.

Pursuant to Public Contract Code Section 4104, the OWNER has determined that it will allow Bidders twenty-four (24) additional hours after the deadline for submission of bids to submit information requested by the OWNER in the Expanded List of Subcontractors form (Contract Appendix, Subpart D) about each subcontractor, other than the name and location of each subcontractor.

31. RESPONSIBILITY CRITERIA

Responsibility is the apparent ability of the Bidder to meet and complete successfully, the requirements of the Contract. The OWNER reserves the right to consider the financial responsibility and general competency of each bidder, as well as its reputation within the industry. OWNER may request, and apparent low bidder shall provide, a financial statement, audited if necessary, including the Bidder's latest balance sheet and income statement. OWNER expects that each Bidder will fully and truthfully disclose all information required of the Bidder by the Bid

and Contract Documents. The prospective contractor, in order to be evaluated by the OWNER as being a responsible contractor, must complete Section 4 of the Bid Forms to determine that it:

- 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.

32. REQUEST FOR SUBSTITUTION

Bidders must submit Substitution Requests via email to tanisha.grattan@chaffey.edu and monique.jimenez@chaffey.edu no later than **December 3, 2025, at 4:30 PM**. The OWNER will not respond to any Bidder inquiries or Substitution Requests submitted after such date/time. OWNER responses to Substitution Requests will be posted on the PlanetBids portal as an addendum. Bidders are solely responsible for accessing the PlanetBids portal to review OWNER's response to Bidder inquiries or Substitution Requests.

Any request for substitutions pursuant to Public Contract Code section 3400 must be submitted by the indicated submission date referenced above, on the "Substitution Request Form – During Procurement" combining the request form with supporting data into single document. Request for substitution documents must be emailed to tanisha.grattan@chaffey.edu and monique.jimenez@chaffey.edu, and titled as "2026PW188- Substitution Request". Subsequent requests will be considered only in the case of product unavailability, through no fault of the Contractor, or for reasons of cost reducing value analysis requested by the OWNER.

OWNER will make its final decision as to whether the bidder's request for Substitution for any Specified Items will be granted. The OWNER shall have sole discretion in deciding as to whether a proposed request for Substitution is equal to or better than a Specified Item.

For additional information and instructions See Section 01 25 00 – Substitution Procedures and Section 00 43 25- Substitution Request Form – During Procurement. Use only this form; other forms of submission are unacceptable.

33. CALIFORNIA AIR RESOURCES BOARD (CARB) COMPLIANCE

Effective January 1, 2024 and pursuant to Section 2449(i) of Title 13 of the California Code of Regulations, all contractors who own or rent off-road diesel fleet vehicles are required to submit their California Air Resources Board ("CARB") Certificate of Reported Compliance ("CRC") to the public works awarding body prior to commencing a public works project of any size. CONTRACTOR agrees to submit valid CARB compliance certification, for all owned or rented fleet vehicles being used in this classification by CONTRACTOR or any Subcontractors, prior to commencing work on any project. This form is included with the bid documents; CARB Compliance Certification shall be completed by CONTRACTOR.

END OF INSTRUCTIONS TO BIDDERS