

NOTICE TO BIDDERS

1. Notice is hereby given that the governing board ("Board") of the McFarland Unified School District ("District" or "Owner") will receive sealed bids for the following projects ("Project" or "Contractor"):

Cable Plant, ER 13 - 001A, B, C & D
Network Electronics ER 13 - 002A, B, C & D
Wireless Network , ER 13 - 003A, B, C & D
Servers and Software, ER 13 - 004

2. Bids will be received until **10:00 a.m. Monday, February 7th, 2013**, at the District Office, 601 Second Street McFarland, California, at or after which time the bids will be opened and publicly read aloud. Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code.
3. The Project consists of:

Voice/Data/Video Station Cables, Conduit Pathway, Network Electronics, Wireless Network Electronics, Testing & Documentation, Configuration & Documentation, Servers and Software
4. All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.
5. To bid on these Projects, the Bidder is required to possess one or more of the following State of California Contractor Licenses / Certificates:
 - a. C7 or C 10 for ER 13 001A,B, &C
 - b. Manufactures Training Certification on Electronics proposed
6. The Bidder's license(s) must remain active and in good standing throughout the term of the Contract.
7. A bid bond by an admitted surety insurer on the form provided by the District, cash, or a cashier's check or a certified check, drawn to the order of the McFarland Unified School District, in the amount of 10% of the total proposal, shall accompany the Bid Form and Proposal, as a guarantee that the Bidder will, within ten (10) calendar days after the date of the Notice of Award, enter into a contract with the District for the performance of the services as stipulated in the bid. Bidders may not withdraw bids for ninety (90) days after the date of the opening of bids.

8. The successful Bidder shall be required to furnish a 100 % Performance Bond and a 100% Payment Bond if it is awarded the contract for the Work.
9. The successful Bidder may substitute securities for any monies withheld by the District to ensure performance under the Contract, in accordance with the provisions of section 22300 of the Public Contract Code.
10. The Contractor and all Subcontractors under it shall pay all laborers, workers, and mechanics on all work included in this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. Prevailing wage rates are available from the District or on the Internet at: <http://www.dir.ca.gov>
11. A mandatory pre-bid conference and site visits will be held on Monday, January 7th 2013, at 10:00 am at the McFarland Unified District Office, McFarland, California. All participants are required to sign in. Failure to attend or tardiness will render bid ineligible for Cable plant and Network Electronics portions.
12. Contract Documents are available for review at the District Office at 601 2nd Street in McFarland, California.

The Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.
13. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on:
 - A. The base bid amount and bidders qualifications~ Prime Contractor will include Sub-Contractors bid in base bid amount total.
14. Contractor will be required to submit certified payroll for all employees who worked on this project and all employees of the Sub-Contractor who worked on this project with the Prime Contractors Letter of Completion and required documentation.
15. Notice is hereby given that this project is subject to E-Rate approval and all of the rights and requirements required under E-Rate. Project will proceed after E-Rate approval, but can be initiated at the Districts discretion if E-Rate does not approve the project.

END OF DOCUMENT

INSTRUCTIONS TO BIDDERS

Contractors shall follow the instructions in this document, and shall submit all documents, forms, and information required for consideration of a Bid.

McFarland Unified School District ("District" or "Owner") will evaluate qualification information submitted by the apparent low Bidder and, if incomplete or unsatisfactory to the District, **bid will be rejected at the sole discretion of the District.**

1. Bids are requested for a general construction contract, or work described in general, for the following projects ("Project" or "Contract"):

1. Cable Plant ER 13- 0001A, B, C & D
2. Network Electronics ER13- 002A, B, C & D
3. Wireless Network Electronics ER 13- 003A, B, C, & D
4. Servers and Software ER 13- 004

2. District will receive sealed Bids from Bidders as stipulated in the Notice to Bidders.

3. Bidders must submit Bids on the Bid Form and Proposal and all other required District forms. Bids not submitted on the District's required forms shall be deemed non-responsive and shall not be considered.

4. Bidders must supply all information required by each Bid Document. Bids must be full and complete. District reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid. Bidders must complete and submit all of the following documents with the Bid Form and Proposal:

- Bid Bond on the District's form or other security**
- Designated Subcontractors List**
- Site-Visit Certification**
- Non-collusion Affidavit**
- Information Required of Bidder**

5. Bidders must submit with their Bids cash, a cashier's check or a certified check payable to District, or a bid bond by an admitted surety insurer of not less than ten percent (10%) of amount of base Bid, plus all additive alternates. Required form of corporate surety, Bid Bond, is provided by District and must be used and fully completed by Bidders choosing to provide a Bid Bond as security. The Surety on Bidders' Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Bids submitted without necessary bid security will be deemed non-responsive and will not be considered.

6. If Bidder to whom Contract is awarded shall for ten (10) days after the date of the Notice of Award, fail or neglect to enter into Contract and submit required insurance certificates, and all other required documents, District may deposit Bid Bond, cash, cashier's check, or certified check for collection, and proceeds thereof may be retained by District as liquidated damages for failure of Bidder to enter into Contract, in the sole discretion of District. It is agreed that calculation of damages District may suffer as a result of Bidder's failure to enter into the Contract would be extremely difficult and impractical to determine and that the amount of the Bidder's required bid security shall be the agreed and conclusively presumed amount of damages.
7. Bidders must submit with the Bid the Designated Subcontractors List for those subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of total Bid. Failure to submit this list when required by law shall result in Bid being deemed non-responsive and the Bid will not be considered.
8. If a mandatory pre-bid conference and site visit ("Site Visit") is requested as referenced in the Notice to Bidders, then Bidders must submit the Site-Visit Certification with their Bid. The Site Visit is expected to take approximately half a day. District will transmit to all prospective Bidders of record such Addenda as District in its discretion considers necessary in response to questions arising at the Site Visit. Oral statements shall not be relied upon and will not be binding or legally effective. Addenda issued as a result of the Site Visit, if any shall constitute the sole and exclusive record and statement of the results of the Site Visit.
9. Bidders shall submit the Non-collusion Affidavit with their Bids. Bids submitted without the Noncollusion Affidavit shall be deemed non-responsive and will not be considered.
10. Bids shall be clearly written without erasure or deletions. District reserves the right to reject any Bid containing erasures or deletions.
11. Bidders shall not modify the Bid Form and Proposal or qualify their Bids.
12. Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction and/or modernization of school building(s) to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%) per year of the overall dollar amount expended on projects that receive state funding. For any project that is at least partially state-funded, the low Bidder must submit certification of compliance with the procedures for implementation of DVBE contracting goals with its signed Agreement. DVBE Certification Participation Forms are attached. Bidders should not submit these forms with their Bids.
13. Submission of Bid signifies careful examination of Contract Documents and complete

understanding of the nature, extent, and location of Work to be performed. Bidders must complete the tasks listed below as a condition to bidding, and submission of Bid shall constitute the Bidder's express representation to District that Bidder has fully completed the following:

- a. Bidder has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;
- b. Bidder has conducted or obtained and has understood all examinations, investigations, explorations, tests, reports, and studies that pertain to the subsurface conditions, as-built conditions, underground facilities, and all other physical conditions at or contiguous to the Site or otherwise which may affect the cost, progress, performance, or furnishing of Work, as Bidder considers necessary for the performance or furnishing of Work at the Contract Sum within the Contract Time, and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by Bidder for such purposes;
- c. Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents;
- d. Bidder has given the District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the actual conditions, and the written resolution thereof by the District is acceptable to Bidder;
- e. Bidder must, prior to bidding, perform the work, investigations, research, and analysis required by this document and which Bidder represented in its Bid Form and Proposal, and the Agreement that it performed prior to bidding. Contractor under this Contract is charged with all information and knowledge that a reasonable bidder would ascertain having performed this required work, investigation, research, and analysis. Bid prices must include entire cost of all work "incidental" to completion of the Work.
- f. Conditions Shown on the Contract Documents: Information as to underground conditions, as-built conditions, or other conditions or obstructions, indicated in the Contract Documents, e.g., on Drawings or in Specifications, has been obtained with reasonable care, and has been recorded in good faith. However, District only warrants, and Contractor may only rely, on the accuracy of limited types of

information

- (1) As to above-ground conditions or as-built conditions shown or indicated in the Contract Documents, there is no warranty, express or implied, or any representation express or implied, that such information is correctly shown or indicated. This information is verifiable by independent investigation and Contractor is required to make such verification as a condition to bidding. In submitting its Bid, Contractor shall rely on the results of its own independent investigation. In submitting its Bid, Contractor shall not rely on District-supplied information regarding above-ground conditions or as-built conditions.
- (2) As to any subsurface condition shown or indicated in the Contract Documents, Contractor may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated. District is not responsible for the completeness of such information for bidding or construction; nor is District responsible in any way for any conclusions or opinions of Contractor drawn from such information; nor is the District responsible for subsurface conditions that are not specifically shown (for example, District is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown).

g. Conditions Shown in Reports and Drawings Supplied for Informational Purposes: Reference is made to the document entitled Geotechnical Data and the document entitled Existing Conditions, for identification of:

- (1) Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that have been utilized by Architect in preparing the Contract Documents; and
- (2) Physical Conditions: Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that has been utilized by Architect in preparing the Contract Documents.
- (3) These reports and drawings are **not** Contract Documents and, except for any "technical" data regarding subsurface conditions specifically identified in Geotechnical Data and Existing Conditions, and underground facilities data, Contractor may not in any manner rely on the information in these reports and drawings. Subject to the foregoing, Contractor must make its own independent investigation of all conditions affecting the Work and must not rely on information provided by District.

14. Bidders may examine any available "as-built" drawings of previous work by giving District reasonable advance notice. District will not be responsible for accuracy of "as-built" drawings. The document entitled Existing Conditions applies to all supplied "as-built" drawings.
15. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the bid documents. Prevailing wage rates are available from the District or on the internet at (<http://www.dir.ca.gov>)
16. All questions about the meaning or intent of the Contract Documents are to be directed in writing to the District. Interpretations or clarifications considered necessary by the District in response to such questions will be issued in writing by Addenda faxed, mailed, emailed or delivered to all parties recorded by the District as having received the Contract Documents and posted to the District website. Questions received less than seven (7) days prior to the date for opening Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
17. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by the District.
18. Each Bidder must acknowledge each Addendum in its Bid Form and Proposal by number or its Bid shall be considered non-responsive. Each Addendum shall be part of the Contract Documents. A complete listing of Addenda may be secured from the District.
19. Bids shall be based on products and systems specified in Contract Documents or listed by name in Addenda. Contractors and materials suppliers who submit requests for substitutions must do so in writing and in compliance with Public Contract Code section 3400. All requests must comply with the following:
 - a. Requests for substitutions shall contain sufficient information to assess acceptability of product or system and impact on Project. Insufficient information shall be grounds for rejection of substitution.
 - b. Approved substitutions shall be listed in Addenda. District reserves the right not to act upon submittals of substitutions until after bid opening.
 - c. Substitutions may be requested after Contract is signed in accordance with requirements specified in the General Conditions and the Specifications.
20. All Bids must be sealed, and marked with name and address of the Bidder. Bids will be received as indicated in the Notice to Bidders.
 - a. Mark envelopes with the name of the Project.

- b. Bids must be submitted by date and time shown in the Notice to Bidders.
 - c. Bids must contain all documents as required herein.
21. Bids will be opened at or after the time indicated for receipt of bids.
22. This Contract may include alternates. Alternates are defined as alternate products, materials, equipment, systems, methods, or major elements of the construction, which may, at the District's option and under terms established in the Contract and pursuant to section 20103.8 of the Public Contract Code, be selected for the Work. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on:
- a. Price of E-Rate Eligible goods 30%
 - b. Price of Ineligible Services 20%
 - c. Prior experience or Vendor references 25%
 - d. Bid on multiple parts of project 20%
 - e. Local or in State vendor 5%
23. Time for Completion: The District may issue a Notice to Proceed within twelve (12) months of date of the Notice of Award of the Contract by the District. Once the Contractor has received the Notice to Proceed, the Contractor shall complete the Work in the time specified in the Agreement or within the time specified in these Instructions to Bidders, if so indicated.
- a. In the event that the District desires to postpone giving the Notice to Proceed beyond this twelve (12) month period, it is expressly understood that the District may give a notice of postponement to the Contractor indicating that the District's Notice to Proceed may be postponed by the District. It is further expressly understood by the Contractor that the Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of giving the Notice to Proceed.
 - b. If the Contractor believes that a postponement will cause a hardship to it, the Contractor may terminate the Contract with written notice to the District within ten (10) days after receipt by the Contractor of the District's notice of postponement. It is further understood by the Contractor that in the event that the Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay the Contractor any amount, including, without limitation, for work performed by the Contractor at the time of notification of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the District shall have the authority to award the Contract to the next lowest responsive responsible bidder.
24. The Bidder to whom Contract is awarded shall execute and submit the following

documents by 5:00 p.m. of the tenth calendar day following the date of the Notice to Proceed. Failure to properly and timely submit these documents entitles District to reject the bid as non-responsive.

- a. Escrow of Bid Documentation: This must include all required documentation. See the document Escrow of Bid Documentation for more information.
 - b. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
 - c. Payment Bond (100%) (Contractor's Labor and Material Bond): On the form provided in the Contract Documents and fully executed as indicated on the form.
 - d. Insurance Certificates and Endorsements as required.
 - e. Workers' Compensation Certification.
 - f. Prevailing Wage and Related Labor Requirements Certification
 - g. Disabled Veterans' Business Enterprise Participation Certification.
 - h. Drug-Free Workplace Certification.
 - I. Hazardous Materials Certification.
 - J. Lead-Based Paint Certification.
 - k. Imported Materials Certification.
 - I. Criminal Background Investigation/Fingerprinting Certification.
25. Any bid protest by any Bidder regarding any other bid must be submitted in writing to the District, before 5:00 p.m. of the fifth (5th) business day following bid opening.
- a. The protest must contain a complete statement of any and all basis for the protest.
 - b. The protest must refer to the specific portions of all documents which form the basis for the protest.
 - c. The protest must include the name, address and telephone number of the person representing the protesting party.
 - d. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest

which may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

- e. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.
26. District reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any bidder if District believes that it would not be in the best interest of the District to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. District also reserves the right to waive inconsequential deviations not involving price, time, or changes in the Work. For purposes of this paragraph an "unbalanced bid" is one having nominal prices for some work items and/or enhanced prices for other work items.
27. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of the words.
28. Prior to the award of Contract, District reserves the right to consider the responsibility of the Bidder. District may conduct investigations as District deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction within the prescribed time.

END OF DOCUMENT