**APPROVED DOCUMENT—**This document is approved by the Office of the President and Office of the General Counsel for use by the Facility.

**Cover Sheet and Instructions**

**SUB BID PACKAGE TEMPLATES**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| PURPOSE OF DOCUMENT: | Describes the bidding documents for sub trade packages according to CM/Contractor’s responsibilities to the University. | | | | | |
| CROSS-REFERENCES TO FACILITIES MANUAL (FM): | N/A | | | | | |
| CONTENTS: | Sub bid packages | | | | | |
| FOR USE WITH: *(check if applicable)* |  | Long Form  (LF) |  | Brief Form  (BF) |  | Multiple Prime  (MP) |
|  | Design Build  (DB) | √ | CM at Risk  (CM) |  | Job Order Contract  (JOC) |
|  | Mini Form  (MF) |  |  |  |  |
| COMPLETED BY: |  | Filling In |  | Adding Text | √ | No Data Required |
| ITS USE IS: |  | Required | √ | Optional | | |

**NOTE:** To use the electronic file of this document, you must go to the “Tools” pull down menu in Microsoft Word, select “Options,” select the “View” tab, and then put a check in the box “Hidden text.” Most instructions and alternate language is displayed in hidden text. Do not print the hidden text for the final document.

**Completion Instructions:**

1. Notes, suggested text, instructions and other information is formatted using the following methods:

* Hidden text within brackets. {This is an example of the format.} These are coded instructions for the Facility. Read the material within the brackets and take the appropriate action (usually inserting text or selecting from a choice of texts that follow after the hidden text instructions.) When printing this document, the default print property will not print the hidden text.
* Optional language or specific language for Facility and Project. These are suggested texts or options.

1. None of the documents listed here are mandatory or core documents. These are suggestions for the Facility to adapt to offer to the CM/GC as Bidding templates for its bid packages. The Facility may modify them as necessary.

**Modifications and Additions:**

**Comments:**

None.

**END OF COVERSHEET AND INSTRUCTIONS**

**TABLE OF CONTENTS**

Cover Page

Table of Contents

Advertisement for Bids

Instructions to Bidders

Information Available to Bidders

Bid Form

Bid Bond

Subcontract Agreement {not included here; CM provides this}

{ADD ANY ADDITIONAL DOCUMENTS NEEDED}

**SUBCONTRACT BIDDING DOCUMENTS**

**FOR**

{FACILITY NAME}

{*PROJECT NAME*}

{*PROJECT NUMBER*}

**ADVERTISEMENT FOR BIDS**

Sealed bids for a {ENTER "LUMP SUM" OR "DESIGN/BUILD" AS APPLICABLE} subcontract are invited from {ENTER APPLICABLE TRADE(S)} subcontractors (hereinafter “Subcontractors”) for the following work:

{FACILITY NAME} {PROJECT NAME}

Project Number {PROJECT #}

**DESCRIPTION OF WORK:**

General Description: {ENTER GENERAL SCOPE DESCRIPTION OF PROJECT}

The University has bid and awarded a CM at Risk Contract to {CM/CONTRACTOR'S FIRM NAME} (hereafter "CM/Contractor"). CM/Contractor is responsible for bidding and awarding all subsequent subcontractor packages, including this package. The successful Subcontractor Bidder shall sign a Subcontract Agreement directly with CM/Contractor, and shall be bound by all the terms of the contract between University and CM/Contractor. Refer to “{ENTER NAME OF APPLICABLE ATTACHED DOCUMENT},” which contains the contract between University and CM/Contractor, attached to the subcontract bidding documents and incorporated by this reference.

Bid Package {ENTER BID PACKAGE # & NAME AS APPLICABLE} (this contract): This Bid Package consists of {ENTER BRIEF DESCRIPTION OF BID PACKAGE WORK SCOPE}.

The estimated construction cost of this bid package is ${ENTER $}.

**BIDDING DOCUMENTS:**

Bidding Documents will be available beginning on {ENTER DATE} and will be issued at:

{ENTER PHYSICAL LOCATION OR WEBSITE, AS APPLICABLE}

**BID DEADLINE:** Bids will be received only at the following location:

{ENTER PHYSICAL LOCATION}

and must be received at or before:

{ENTER TIME, MONTH, DATE, YEAR}

**MANDATORY PRE-BID CONFERENCE:**{DELETE THIS PARAGRAPH IF THERE IS NO MANDATORY PRE-BID CONFERENCE} A mandatory Pre-Bid Conference will be conducted on {ENTER DATE}, beginning promptly at {ENTER TIME} Only Subcontractor bidders who participate in both the Conference in its entirety will be allowed to bid on the Project as {ENTER TRADE} subcontractors. Participants shall meet at {ENTER PHYSICAL LOCATION}. For further information, contact {ENTER NAME} at {ENTER PHONE# OR EMAIL ADDRESS}.

**LICENSE REQUIREMENTS:** The successful Bidder will be required to have the following California current and active contractor's license at the time of submission of the Bid:

{ENTER LICENSE CLASSIFICATION(S)}

Every effort will be made to ensure that all persons have equal access to contracts and other business opportunities with the University within the limits imposed by law or University policy. Each Bidder may be required to show evidence of its equal employment opportunity policy. The successful Bidder and its subcontractors will be required to follow the nondiscrimination requirements set forth in the contract between the University and the CM/Contractor, and to pay prevailing wage at the location of No contractor or subcontractor, regardless of tier, may be listed on a Bid for, or engage in the performance of, any portion of this project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and 1771.1.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

END OF ADVERTISEMENT FOR BIDS**INSTRUCTIONS TO BIDDERS**

**ARTICLE 1**

**DEFINITIONS**

1.1 Except as otherwise specifically provided, definitions set forth in the contract between the University and the CM/Contractor are applicable to all Bidding Documents.

1.2 The term “Addenda” means written or graphic instruments issued by CM/Contractor prior to the Bid Deadline which modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.

1.3 The term “Al ternate” means a proposed change in the Work, as described in the Bidding Documents which, if accepted, may result in a change to either the Contract Sum or the Contract Time, or both.

1.4 The term “Bid Deadline” means the date and time on or before which Bids must be received, as designated in the Advertisement for Bids and which may be revised by Addenda.

1.5 The term “Bidder” means a person or firm that submits a Bid.

1.6 The term “Bidding Documents” means the construction documents prepared and issued for bidding purposes including all Addenda thereto.

1.7 The term “Estimated Quantity” means the estimated quantity of an item of Unit Price Work.

1.8 Not Used.

1.9 The term “Lump Sum Base Bid” means the sum stated in the Bid for which Bidder offers to perform the Work described in the Bidding Documents, but not including Unit Price items or Alternates.

1.10 Not Used.

1.11 The term “Unit Price” means an amount stated in the Bid for which Bidder offers to perform an item of Unit Price Work for a fixed price per unit of measurement.

1.12 Not Used.

1.13 The term "CM/Contractor" means {ENTER CM FIRM NAME}, who has signed a CM at Risk Contract agreement with University for the work of the {FACILITY} {ENTER PROJECT NAME} project, of which this {ENTER TRADE PACKAGE NAME} package is a part.

1.14 The California State General Prevailing Wage Determination for this Project is {ENTER APPLICABLE DETERMINATION (i.e. “2015-1”)}. Bidder is required to refer to the California Department of Industrial Relations website(<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>) and confirm the correct Prevailing Wage Determination for this Project.

**ARTICLE 2**

**BIDDER'S REPRESENTATIONS**

2.1 Bidder, by making a Bid, represents that:

2.1.1 Bidder has read, understood, and made the Bid in accordance with the provisions of the Bidding Documents.

2.1.2 Bidder has visited the Project site and is familiar with the conditions under which the Work is to be performed and the local conditions as related to the requirements of the Contract Documents.

2.1.3 The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception.

2.1.4 At the time of submission of the Bid, Bidder and all Subcontractors, regardless of tier, have the appropriate current and active licenses issued by the State of California Contractors State License Board for the Work to be performed and any licenses specifically required by the Bidding Documents. If Bidder is a joint venture, at the time of submission of the Bid, Bidder shall have the licenses required by the preceding sentence in the name of the joint venture itself. The State of California Business and Professions Code, Division 3, Chapter 9, known as the “Contractor's License Law,” establishes licensing requirements for contractors.

2.1.5 Bidder has read and shall abide by the nondiscrimination requirements contained in the contract between the University and the CM/Contractor.

2.1.6 Bidder has the expertise and financial capacity to perform and complete all obligations under the Bidding Documents.

2.1.7 The person executing the Bid Form is duly authorized and empowered to execute the Bid Form on behalf of Bidder.

2.1.8 Bidder is aware of and, if awarded the Contract, will comply with Applicable Code Requirements in its performance of the Work.

2.1.9 Successful Bidder shall pay all persons providing construction services and/or any labor on site, including any University location, no less than the UC Fair Wage (defined as $13 per hour as of 10/1/15, $14 per hour as of 10/1/16, and $15 per hour as of 10/1/17) and shall comply with all applicable federal, state and local working condition requirements.

{IF PROJECT IS COVERED UNDER UCIP ADD THE FOLLOWING LANGUGAE; IF NOT RETAIN NUMBER AND REPLACE ARTICLE TEXT WITH “NOT USED”}

2.20 Bidder, and Bidder’s subcontractors of all tiers, meet the following minimum occupational safety and health qualifications:

.1 Bidder has had no serious and willful violations of Part 1 (commencing with Section 6300) of Division 5 of the Labor Code during the five-year period prior to bid opening.

.2 Bidder has maintained a workers' compensation Experience Modification Rate (EMR) that averages below 1.15 for the past five years. (If Bidder has been in business for less than five years, and is not otherwise prohibited from bidding by the terms of other Bid qualification documents, then Bidder must have maintained a workers' compensation Experience Modification Rate (EMR) that averages below 1.15 for all years Bidder has been in business.)

.3 Bidder has instituted an injury prevention program pursuant to Section 3201.5 or 6401.7 of the Labor Code.

After contract award, Bidder will verify that each of its Subcontractors at all tiers meet the requirements in 2.1.9 above by furnishing a fully executed “Declaration of Contractor or Subcontractor Minimum Occupational Safety and Health Qualifications” form (Exhibit 1B to the contract between the University and the CM/Contractor) prior to each Subcontractor’s commencement of Work.

**ARTICLE 3**

**BIDDING DOCUMENTS**

**3.1 COPIES**

3.1.1 Bidders may obtain complete sets of the Bidding Documents as indicated in the Advertisement for Bids.

3.1.2 Bidders shall use a complete set of Bidding Documents in preparing Bids.

3.1.3 Not Used.

**3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS**

3.2.1 Bidder shall, before submitting its Bid, carefully study and compare the components of the Bidding Documents and compare them with any other work being bid concurrently or presently under construction which relates to the Work for which the Bid is submitted; shall examine the Project site, the conditions under which the Work is to be performed, and the local conditions; and shall at once report to CM/Contractor errors, inconsistencies, or ambiguities discovered. If Bidder is awarded the Subcontract Agreement, Bidder waives any claim arising from any errors, inconsistencies or ambiguities, that Bidder, its subcontractors or suppliers, or any person or entity under Bidder on the Subcontract Agreement became aware of, or reasonably should have become aware of, prior to Bidder's submission of its Bid.

3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be addressed only to:

{ENTER NAME AND CONTACT INFO (PHONE OR FAX OR EMAIL)}

3.2.3 Clarifications, interpretations, corrections, and changes to the Bidding Documents will be made by Addenda issued as provided in Article 3.5. Clarifications, interpretations, corrections, and changes to the Bidding Documents made in any other manner shall not be binding and Bidders shall not rely upon them.

**3.3 PRODUCT SUBSTITUTIONS**

3.3.1 No substitutions will be considered prior to award of Contract. Substitutions will only be considered after award of the Contract and as provided for in the Contract Documents.

**3.4 NOT USED**

**3.5 ADDENDA**

3.5.1 {ENTER AS NEEDED DEPENDING ON HOW ADDENDA WILL BE ISSUED}Addenda will be issued only by CM/Contractor and only in writing. Addenda will be identified as such and will be mailed or delivered to all Planholders. At its sole discretion, the CM/Contractor may elect to deliver Addenda via facsimile to Planholders who have provided a facsimile number for receipt of Addenda.

3.5.2 Not Used.

3.5.3 Not Used.

3.5.4 Each Bidder shall be responsible for ascertaining, prior to submitting a Bid, that it has received all issued Addenda.

{IF PROJECT IS COVERED UNDER UCIP ADD THE FOLLOWING LANGUGAE; IF NOT DELETE “AND UNIVERSITY CONTROLLED INSURANCE PROGRAM” AND RETAIN NUMBER 3.6.2 AND REPLACE ARTICLE TEXT WITH “NOT USED”}

**3.6 BUILDER'S RISK PROPERTY INSURANCE AND UNIVERSITY CONTROLLED INSURANCE PROGRAM**

3.6.1 University will provide builder's risk property insurance subject to the deductibles in the policy as required by the General Conditions if the Contract Sum exceeds $200,000 at the time of award and the requirements of the Project are not excluded by such coverage. A summary of the provisions of the policy is included as an Exhibit to the Contract; the policy may be reviewed at the Facility office. Bidder agrees that the University’s provision of builder’s risk property insurance containing said provisions meets the University’s obligation to provide builder’s risk property insurance under the Contract and, in the event of a conflict between the provisions of the policy and any summary or description of the provisions contained herein or otherwise, the provisions of the policy shall control and shall be conclusively presumed to fulfill the University’s obligation to provide such insurance.

3.6.2 Refer to Article 11.1 of the General Conditions in the contract between the University and the CM/GC:

.1 The University shall pay for, obtain and maintain a University Controlled Insurance Program (“UCIP”) providing workers’ compensation and employer’s liability insurance coverage, commercial general liability insurance coverage, and excess liability insurance coverage, to persons and entities enrolled in the UCIP, for Work performed on or at the Project site (“UCIP Coverages”). A summary of the UCIP Coverages is included as an Exhibit to the Contract. The summary descriptions of the UCIP Coverages in the Exhibit, the General Conditions, or elsewhere, are not intended to be complete or to alter or amend any provision of the actual UCIP Coverages. In the event that any provision of this Article, the Contract Documents, or elsewhere, conflicts with the UCIP insurance policies, the provisions of the actual UCIP insurance policies shall govern. A copy of the policy is available for review at <https://AonLine.Aon.com> . The user name and password will be provided to potential bidders at the pre-bid conference. The University’s provision of its standard UCIP insurance policies meets the University’s obligation to provide UCIP insurance under the Contract and, in the event of a conflict between the provisions of the policies and any summary or description of the provisions contained herein or otherwise, the provisions of the policy shall control and shall be conclusively presumed to fulfill the University’s obligation to provide UCIP insurance.

.2 Parties eligible to participate in the UCIP (generally Contractor and all Subcontractors of all tiers who perform Work at the Project site, unless excluded under General Conditions Article 11.1.5) shall not include in their bids for any Work to be performed at the Project site any projected or actual cost to provide the workers’ compensation and employer’s liability insurance, commercial general liability insurance, and excess liability insurance that is being provided under the UCIP. The University may reduce the Contract Sum by an amount commensurate with any projected or actual costs included contrary to the requirements of this Article 3.6.2.2.

.3 Notwithstanding the UCIP, Contractor and all Subcontractors are required to provide insurance as set forth in General Conditions Article 11.1.10 (including certificates of insurance evidencing the required coverages).

.4 UCIP Workers’ Compensation Insurance will be primary for all covered occurrences within the 50 United States, except that this insurance does not apply in any monopolistic workers’ compensation state.

**ARTICLE 4**

**PRE-BID CONFERENCE**

4.1 {IF THERE IS NO PRE-BID CONFERENCE, RETAIN THE NUMBER AND DELETE THE ARTICLE AND REPLACE WITH "NOT USED"}Bidder shall attend the Pre-Bid Conference at which the requirements of the Bidding Documents are reviewed by CM/Contractor, comments and questions are received from Bidders. Any Bidder not attending the Pre-Bid Conference in its entirety will be deemed to have not complied with the requirements of the Bidding Documents and its Bid will be rejected.

**ARTICLE 5**

**BIDDING PROCEDURES**

**5.1 FORM AND STYLE OF BIDS**

5.1.1 Bids shall be submitted on the Bid Form included with the Bidding Documents. Bids not submitted on the CM/Contractor's Bid Form shall be rejected.

5.1.2 The Bid Form shall be filled in legibly in ink or by typewriter. All portions of the Bid Form must be completed and the Bid Form must be signed before the Bid is submitted. Failure to comply with the requirements of this Article 5.1.2 will result in the Bid being rejected as nonresponsive.

5.1.3 Bidder's failure to submit a price for any Alternate or Unit Price will result in the Bid being considered as nonresponsive. If Alternates are called for and no change in the Lump Sum Base Bid is required, indicate “No Change” by marking the appropriate box.

5.1.4 Bidder shall make no stipulations on the Bid Form nor qualify the Bid in any manner.

5.1.5 The Bid Form shall be signed by a person or persons legally authorized to bind Bidder to a contract. Bidder's Representative shall sign and date the Declaration included in the Bid Form. Failure to sign and date the declaration will cause the Bid to be rejected.

**5.2 BID SECURITY**

5.2.1 Each Bid shall be accompanied by Bid Security in the amount of 10% of the Lump Sum Base Bid as security for Bidder's obligation to enter into a Subcontract Agreement with CM/Contractor on the terms stated in the Bid Form and to furnish all items required by the Bidding Documents. Bid Security shall be a Bid Bond on the form provided by CM/Contractor and included herein. Failure to use CM/Contractor’s Bid Bond form will result in the rejection of the Bid.

5.2.2 If the apparent lowest responsible Bidder fails to sign the Subcontract Agreement and furnish all items required by the Bidding Documents within the time limits specified in these Instructions to Bidders, CM/Contractor may reject such Bidder's Bid and select the next apparent lowest responsible Bidder until all Bids have been exhausted or CM/Contractor may reject all Bids. The Bidder whose Bid is rejected for such failure(s) shall be liable for and forfeit to CM/Contractor the amount of the difference, not to exceed the amount of the Bid Security, between the amount of the Bid of the Bidder so rejected and the greater amount for which CM/Contractor procures the Work.

5.2.3 The signature of the person executing the Bid Bond must be notarized. If an attorney-in-fact executes the Bid Bond on behalf of the surety, a copy of the current power of attorney bearing the notarized signature of the appropriate corporate officer shall be included with the Bid Bond.

5.2.4 Bid Security will be returned after the Subcontract Agreement has been signed by the successful Bidder and the CM/Contractor. Notwithstanding the preceding, if a Bidder fails or refuses, within 10 days after receipt of notice of selection, to sign the Subcontract Agreement or submit to CM/Contractor all of the items required by the Bidding Documents, the CM/Contractor will retain that Bidder's Bid Security. The Bid Security will be retained until the CM/Contractor has been appropriately compensated.

**5.3 SUBMISSION OF BIDS**

5.3.1 The Bid Form, Bid Security, and all other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the office designated in the Advertisement for Bids for receipt of Bids. The envelope shall be identified with the Project name, Bidder's name and address, and, if applicable, the designated portion of the Project for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation “SEALED BID ENCLOSED” on the face thereof.

5.3.2 Bids shall be deposited at the designated location on or before the Bid Deadline. A Bid received after the Bid Deadline will be returned to Bidder unopened.

5.3.3 Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

5.3.4 Oral, telephonic, electronic mail (e-mail), facsimile, or telegraphic Bids are invalid and will not be accepted.

**5.4 MODIFICATION OR WITHDRAWAL OF BID**

5.4.1 Prior to the Bid Deadline, a submitted Bid may be modified or withdrawn by notice to the CM/Contractor at the location designated for receipt of Bids. Such notice shall be in writing over the signature of Bidder and, in order to be effective, must be received on or before the Bid Deadline. A modification so made shall be worded so as not to reveal the amount of the original Bid.

5.4.2 A withdrawn Bid may be resubmitted on or before the Bid Deadline, provided that it then fully complies with the Bidding Requirements.

5.4.3 Bid Security shall be in an amount sufficient for the Bid as modified or resubmitted.

5.4.4 Bids may not be modified, withdrawn, or canceled within 60 days after the Bid Deadline.

**ARTICLE 6**

**CONSIDERATION OF BIDS**

**6.1 OPENING OF BIDS**

6.1 OPENING OF BIDS

6.1.1 Bids which have the required identification as stipulated in Article 5.3.1 and are received on or before the Bid Deadline will be opened publicly.

**6.2 REJECTION OF BIDS**

6.2.1 CM/Contractor will have the right to reject all Bids.

6.2.2 CM/Contractor will have the right to reject any Bid not accompanied by the required Bid Security or any other item required by the Bidding Documents, or a Bid which is in any other way incomplete or irregular.

**6.3 AWARD**

6.3.1 CM/Contractor will have the right, but is not required, to waive nonmaterial irregularities in a Bid. If the CM/Contractor awards the Subcontract Agreement, it will be awarded to the responsible Bidder submitting the lowest responsive Bid as determined by CM/Contractor and who is not rejected by CM/Contractor for failing or refusing, within 10 days after receipt of notice of selection, to sign the Subcontract Agreement or submit to CM/Contractor all of the items required by the Bidding Documents.

6.3.2 CM/Contractor will have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents.

6.3.3 CM/Contractor will determine the low Bidder on the basis of the sum of the Lump Sum Base Bid plus all Unit Prices multiplied by their respective Estimated Quantities as stated in the Bid Form, if any, plus the amounts of all Alternates to be included in the Contract Sum at the time of award. The Contract Sum will be the sum of the Lump Sum Base Bid and the additive or deductive amounts for all Alternates that University has selected to be included in the Contract Sum as of the time of award.

6.3.4 CM/Contractor will post the Bid results in a public place at the address where the Bids are received (unless another address is specified in the Bidding Documents).

6.3.5 CM/Contractor will select the apparent lowest responsive and responsible Bidder and such Bidder will be notified by CM/Contractor on CM/Contractor’s form within 50 days after the Bid Deadline or CM/Contractor will reject all Bids. Within 10 days after receipt of notice of selection as the apparent lowest responsive and responsible Bidder, Bidder shall submit to CM/Contractor all items listed in the Subcontract Agreement, including the following items:

.1 Two originals of the Subcontract Agreement signed by Bidder.

{IF PROJECT IS COVERED UNDER UCIP ADD THE FOLLOWING LANGUGAE; IF NOT RETAIN NUMBER AND REPLACE ARTICLE TEXT WITH “NOT USED”}

.2 Fully executed “Declaration of Contractor or Subcontractor Minimum Occupational Safety and Health Qualifications” form (Exhibit 1B in the Contract Documents for Agreement between University and CM/Contractor completed by Bidder.

6.3.6 Not Used.

6.3.7 If Bidder submits two originals of the signed Subcontract Agreement and all other items required to be submitted to CM/Contractor within 10 days after receipt of notice of selection as the apparent lowest responsive and responsible Bidder, and if all such items comply with the requirements of the Bidding Documents and are acceptable to CM/Contractor, CM/Contractor will award the Subcontract Agreement to Bidder by signing the agreement and returning a signed copy of the agreement to Bidder.

6.3.8 If CM/Contractor consents to the withdrawal of the Bid of the apparent lowest responsive and responsible Bidder, or the apparent lowest responsive and responsible Bidder fails or refuses to sign the Subcontract Agreement or submit to CM/Contractor all of the items required by the Bidding Documents, within 10 days after receipt of notice of selection, or that Bidder is not financially or otherwise qualified to perform the Contract, CM/Contractor may reject such Bidder's Bid and select the next apparent lowest responsible Bidder, until all Bids are exhausted, or reject all Bids. Any Bidder whose Bid is rejected because the Bidder has failed or refused, within 10 days after receipt of notice of selection, to sign the Subcontract Agreement or submit to CM/Contractor all of the items required by the Bidding Documents, shall be liable to the CM/Contractor for all resulting damages.

**ARTICLE 7**

**BID PROTEST**

**7.1 FILING A BID PROTEST**

7.1.1 For purposes of a bid protest, the address of University’s Facility office is:

University of California, {FACILITY}

{Address}

{City}, {State} {Zip}

7.1.2 Any Bidder, person, or entity may file a Bid protest. The protest must state the specific reasons and facts upon which the protest is based and shall be filed in writing with the Facility office issuing the bidding documents, not later than 5:00 pm on the 3rd business day after:

.1 if the Bid Form does not contain any Alternate(s), the date of the Bid opening;

.2 if the Bid Form contains any Alternate(s), the date of posting in a public place of Bid results.

7.1.3 If a Bid is rejected by the CM/Contractor and such rejection is not in response to a Bid protest, any Bidder, person or entity may dispute that rejection by filing a Bid protest (limited to the rejection) in writing and received by the Facility not later than 5:00 pm on the 3rd business day following the rejected Bidder’s receipt of the notice of rejection.

7.1.4 For the purpose of computing any time period in this Article 7, the date of receipt of any notice shall be the date on which the intended recipient of such notice actually received it. Delivery of any notice may be by any means, with verbal or written confirmation of receipt by the intended recipient.

**7.2 RESOLUTION OF BID CONTROVERSY**

7.2.1 Facility will investigate the basis for the Bid protest and analyze the facts. Facility will notify Bidder whose Bid is the subject of the Bid protest of evidence presented in the Bid protest and evidence found as a result of the investigation, and, if deemed appropriate, afford Bidder an opportunity to rebut such evidence, and permit Bidder to present evidence that it should be allowed to perform the Work. If deemed appropriate by Facility, an informal hearing will be held. Facility will issue a written decision within 15 days following receipt of the Bid protest, unless factors beyond Facility's reasonable control prevent such a resolution, in which event such decision will be issued as expeditiously as circumstances reasonably permit. The decision will state the reasons for the action taken by Facility. A written copy of the decision will be furnished to the protestor, the Bidder whose Bid is the subject of the Bid protest, and all Bidders affected by the decision. As used in this Article 7, a Bidder is affected by the decision on a Bid protest if a decision on the protest could have resulted in the Bidder not being the lowest responsible and responsive Bidder for the Contract. A written copy of the Facility’s decision must be received by the protester, the Bidder whose Bid is the subject of the Bid protest, and all Bidders affected by the decision no later than 3 business days prior to award of the contract.

7.2.2 Notwithstanding the provisions of Article 7.2.1, at the election of Facility, a Bid protest may be referred directly to University's Construction Review Board without prior investigation and review by Facility. The Chair of the Construction Review Board will either decide the Bid protest or appoint a Hearing Officer. If a Hearing Officer is appointed, the Hearing Officer will review the Bid protest in accordance with the provisions of Article 7.2.5.

7.2.3 Bidder whose Bid is the subject of the protest, all Bidders affected by the Facility’s decision on the protest, and the protestor have the right to appeal to the Construction Review Board if not satisfied with Facility’s decision. The appeal must be in writing and shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal. A copy of the appeal must be received by the Chair, Construction Review Board, no later than 5:00 pm on the 3rd business day following appellant’s receipt of the written decision of Facility, at the following address:

Chair, Construction Review Board

University of California

Office of the President

1111 Franklin Street, 6th Floor

Oakland, CA 94607-5200

Attention: Director, Construction Services

**And, by email to:**

[constructionreviewboard@ucop.edu](mailto:constructionreviewboard@ucop.edu)

7.2.4 A copy of the appeal shall be sent to all parties involved in the Bid protest and to Facility and to the CM/Contractor, to the same address and in the same manner as the original protest. An appeal received after 5:00 pm is considered received as of the next business day. If the final date for receipt of an appeal falls on a Saturday, Sunday, or University holiday, the appeal will be considered timely only if received by 5:00 pm on the following business day. The burden of proving timely receipt of the appeal is on the appealing party.

7.2.5 The Chair of the Construction Review Board will review the Facility’s decision and the appeal, and issue a written decision, or if appropriate, appoint a Hearing Officer to conduct a hearing and issue a written decision. If a hearing is held, the hearing shall be held not later than the 10th day following the appointment of the Hearing Officer unless the Hearing Officer for good cause determines otherwise. The written decision of the Chair or Hearing Officer will state the basis of the decision, and the decision will be final and not subject to any further appeal to University. The Chair or Hearing Officer may consult with the University's Office of the General Counsel on the decision as to legal form. The University will complete its internal Bid protest procedures before award of the Contract.

END OF INSTRUCTIONS TO BIDDERS

INFORMATION AVAILABLE TO BIDDERS

The following information is made available for the convenience of bidders and is not a part of the Contract.

**{REQUIRED**: **PROVIDE INFORMATION APPROPRIATE TO THE SPECIFIC PROJECT**—All relevant data, e.g., current Record Drawings and/or as-builts, utility plans/maps, geotechnical data and other contracts performed at or near the Project site.}

The University of California has contracts for materials, equipment and/or services with the suppliers listed on the Office of the President Procurement Services website at <http://www.ucop.edu/procurement-services/supplier-information/ucop-designated-construction-agreements.html> .

Bidders submitting bids for University construction projects may enter into agreements with these suppliers that utilize the pricing and terms contained in the University-supplier agreements. The university does not represent or warrant that materials/equipment/services of these suppliers meet the requirements of the University’s construction contracts.

Use of such suppliers shall not relieve subcontractor from its obligation to meet all contractual requirements. The university will not be a party to any agreements with such suppliers and accepts no performance obligations or liability with respect to such agreements.

END OF INFORMATION AVAILABLE TO BIDDERS**BID FORM**

FOR: {FACILITY} {PROJECT NAME}

{MONTH, YEAR}

BID TO: {ENTER CM/CONTRACTOR'S FIRM NAME & FULL ADDRESS}

BID FROM:

(Name of Firm Submitting Bid)

(Address)

(City, State, Zip Code)

(Telephone No.) (Date Bid submitted)

Note: All portions of this Bid Form must be completed and the Bid Form must be signed before the Bid is submitted. Failure to do so will result in the Bid being rejected as non-responsive.

1.0 BIDDER'S REPRESENTATIONS

Bidder, represents that a) Bidder and all Subcontractors, regardless of tier, have the appropriate current and active Contractor's license required by the State of California and the Bidding Documents; b) it has carefully read and examined the Bidding Documents for the proposed Work on this Project; c) it has examined the site of the proposed Work and all information available to bidders; d) it has become familiar with all the conditions related to the proposed Work, including the availability of labor, materials, and equipment ; e) Bidder and all Subcontractors, regardless of tier, are currently registered with the California Department of Industrial Relations pursuant to California Labor Code Section 1725.5 and 1771.1. Bidder hereby offers to furnish all labor, materials, equipment, tools, transportation, and services necessary to complete the proposed Work on this project in accordance with the Contract Documents for the sums quoted. Bidder further agrees that it will not withdraw its Bid within 60 days after the Bid Deadline, and that, if it is selected as the apparent lowest responsive and responsible Bidder, that it will, within 10 days after receipt of notice of selection, sign and deliver to CM/Contractor the Subcontract Agreement and furnish to CM/Contractor all items required by the Bidding Documents. If awarded the Subcontract Agreement, Bidder agrees to complete the proposed Work within the time frame established in the construction schedule. Refer to the contract between the University and CM/Contractor.

2.0 ADDENDA

Bidder acknowledges that it is Bidder's responsibility to ascertain whether any Addenda have been issued and if so, to obtain copies of such Addenda from CM/Contractor as specified in the Instructions to Bidders. Bidder therefore agrees to be bound by all Addenda that have been issued for this Bid.

3.0 NOT USED.

4.0 LUMP SUM BASE BID

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  |  | **$** |  |  | , |  |  |  | , |  |  |  | . |  |  |  |  |  |

(Place figures in appropriate boxes.)

5.0 SELECTION OF APPARENT LOW BIDDER

Refer to the Instructions to Bidders for selection of apparent low bidder.

6.0 UNIT PRICES {IF UNIT PRICES ARE NOT USED RETAIN THE NUMBER AND REPLACE ARTICLE TEXT WITH “NOT USED”}

The quantities set forth in the unit prices are estimates. CM/Contractor does not represent that the actual quantity of any Unit Price item will equal the Estimated Quantity stated below. CM/Contractor will perform the extension of the Unit Price times the respective Estimated Quantity. Unit Prices will be used for quantities in excess of those currently shown or specified as base bid work.

Unit Price Number 1: {ENTER BRIEF DESCRIPTION}

Estimated Quantity of units: {ENTER QUANTITY}

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  | **$** |  |  |  | , |  |  |  | . |  |  |  | per {ENTER UNIT  OF MEASURE  (SF; ETC.)} |

(Place figures in appropriate boxes.)

7.0 DAILY RATE OF COMPENSATION FOR COMPENSABLE DELAYS

Refer to contract between University and CM/Contractor.

8.0 ALTERNATES {IF ALTERNATES ARE NOT USED RETAIN THE NUMBER AND REPLACE ARTICLE TEXT WITH "NOT USED"}

In order for a Bid to be responsive, Bidder must submit an additive bid, a deductive bid, or a “no change” bid, for each Alternate listed below. The failure to do so shall result in the Bid being rejected as non-responsive. The failure to quote an amount, unless the bidder marks the “no change” box, will result in the bid being rejected as non-responsive.

ALTERNATE NUMBER: 1

Description: {ENTER BRIEF DESCRIPTION}

Bid for Alternate No. 1

If “Add” or “Deduct” is intended, indicate by placing figures in the corresponding boxes. If “No Change” is intended, indicate by marking the “No Change” box.

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | Add |  | **$** |  |  | , |  |  |  | , |  |  |  | . |  |  |  |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | Deduct |  | **$** |  |  | , |  |  |  | , |  |  |  | . |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  | No Change | Bidder will perform this Alternate without change to Contract Sum. |

9.0 NOT USED.

10.0 NOT USED.

11.0 BIDDER INFORMATION

TYPE OF ORGANIZATION:

(Corporation, Partnership, Individual, Joint Venture, etc.)

IF A CORPORATION, THE CORPORATION IS ORGANIZED UNDER THE LAWS OF THE STATE OF:

THE STATE OF:

(State)

NAME OF PRESIDENT

OF THE CORPORATION:

(Insert Name)

NAME OF SECRETARY

OF THE CORPORATION:

(Insert Name)

IF A PARTNERSHIP, NAMES OF ALL GENERAL PARTNERS:

(Insert Names)

CALIFORNIA CONTRACTORS LICENSE(S):

(Classification) (License Number) (Expiration Date)

(For Joint Venture, list Joint Venture's license and licenses for all Joint Venture partners.)

12.0 REQUIRED COMPLETED ATTACHMENTS

The following documents are submitted with and made a condition of this Bid:

1. Bid Security in the form of

(Bid Bond or Certified Check)

{ADD ADDITIONAL ITEMS AS APPLICABLE}

13.0 DECLARATION

I, , hereby declare that I am the

(Printed Name)

of

(Title) (Name of Bidder)

submitting this Bid Form; that I am duly authorized to execute this Bid Form on behalf of Bidder; and that all information set forth in this Bid Form and all attachments hereto are, to the best of my knowledge, true, accurate, and complete as of its submission date.

I further declare that this bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare, under penalty of perjury, that the foregoing is true and correct and that this

declaration was executed at:

(Name of City if within a City, otherwise Name of County),

in the State of , on .

(State) (Date)

(Signature)

END OF BID FORM**BID BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

That we, ,as Principal,

and , as Surety,

are held and firmly bound unto {ENTER CM/CONTRACTOR FIRM NAME}, hereinafter called CM/CONTRACTOR, in the sum of 10% of the Lump Sum Base Bid amount for payment of which in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, WHEREAS, Principal has submitted a Bid for the work described as follows:

NOW, THEREFORE, if Principal shall not withdraw said Bid within the time period specified after the Bid Deadline, as defined in the Bidding Documents, or within 60 days after the Bid Deadline if no time period be specified, and, if selected as the apparent lowest responsible Bidder, Principal shall, within the time period specified in the Bidding Documents, do the following:

(1) Enter into a written agreement, in the prescribed form, in accordance with the Bid.

(2) {IF PAYMENT/PERFORMANCE BONDS ARE NOT USED, REPLACE THIS PARAGRAPH WITH "NOT USED."}File two bonds with CM/CONTRACTOR, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by the Bidding Documents.

(3) Furnish certificates of insurance and all other items as required by the Bidding Documents.

In the event of the withdrawal of said Bid within the time period specified, or within 60 days if no time period be specified, or the disqualification of said Bid due to failure of Principal to enter into such agreement and furnish {IF PAYMENT/PERFORMANCE BONDS ARE NOT USED DELETE "such bonds”} such bonds, certificates of insurance, and all other items as required by the Bidding Documents, if Principal shall pay to CM/Contractor an amount equal to the difference, not to exceed the amount hereof, between the amount specified in said Bid and such larger amount for which CM/Contractor procures the required work covered by said Bid, if the latter be in excess of the former, then this obligation shall be null and void, otherwise to remain in full force and effect.

In the event suit is brought upon this bond by CM/Contractor, Surety shall pay reasonable attorneys' fees and costs incurred by CM/Contractor in such suit.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

|  |  |
| --- | --- |
| Principal: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Name of Firm)  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Signature)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Printed Name)  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Surety: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Name of Firm)  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Signature)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (Printed Name)  Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Addresses for Notices:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

NOTE: Notary acknowledgement for Surety and Surety's Power of Attorney must be attached.

END OF BID BOND