

Instruction to Bidders

CONTENTS

ITEM	PAGE
1. Job Order Contract (JOC) - Overview.....	B-3
2. Pre-Bid Conference	B-3
3. Contract Value	B-4
4. Contract Performance Period	B-4
5. Copies of Bidding Documents.....	B-4
6. Qualifications of Bidders	B-4
7. Examination of Contract Documents	B-5
8. Interpretations	B-5
9. Liquidated Damages	B-5
10. Subcontractors	B-5
11. Bid Form.....	B-6
12. Bid Pricing	B-6
13. Bid Security	B-6
14. Submission of Bids	B-7
15. Modification and Withdrawal of Bids	B-7
16. Opening of Bids.....	B-7
17. Award of Contract	B-8
18. Law and Regulations	B-8
19. Prevailing Rates of Wages.....	B-8
20. Performance and Other Bonds	B-8
21. Insurance	B-9
22. Special Requirements	B-9

Exhibit 1-A

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Instructions To Bidders

(Job Order Contract)

1. Job Order Contract (JOC) - Overview

A Job Order Contract (JOC) is a competitively bid, firm fixed-price, indefinite quantity contract. It includes a collection of detailed repair and construction tasks and specifications that have established Unit Prices. The bid documents include a Unit Price Book containing construction tasks with preset Unit Prices. All Unit Prices are based on local labor, material and equipment prices and are for the direct cost of construction. It is placed with a Contractor for the accomplishment of repair, alteration, modernization, rehabilitation, construction, etc., of buildings, structures, or other real property throughout the County. Ordering is accomplished by means of issuance of a Work Order against the Contract. The Contractor, under the JOC contract, furnishes management, labor, materials, equipment and engineering support needed to perform the work. The JOC contract includes a Unit Price Book (UPB). All of the Unit Prices incorporate prevailing County of Ventura wage and materials cost data.

Bidders will offer a pricing Adjustment Factor for Normal Working Hours and other than Premium Hours (overtime) for ordinary work and Normal Working Hours and other than Premium Hours (overtime) for HCAI work to be applied to the UPB Unit Price. These four Adjustment Factors will be proposed separately. The same four Adjustment Factors shall apply to every Pre-priced Task in the Unit Price Book. The UPB and the Contractor's Adjustment Factors will be incorporated in the awarded contract.

"Normal Working Hours" means standard shifts between the hours of 7:00 AM to 5:00 PM. Monday through Saturday inclusive. Sundays, and County holidays are excluded.

"Premium Hours" means Work done between the hours of 5:00 PM to 7:00 AM weekdays and any times during Sunday, and County holidays. It also includes non-standard shifts.

As Job Order Contract requirements are identified, the Contractor will jointly scope the work with the County. The County will prepare a Detailed Scope of Work and issue a Request for Proposal. The Contractor will be required to develop a Work Order Proposal for the Project including a Work Order Price Proposal, drawings and sketches, a list of subcontractors and suppliers, constructions schedule, and other requested documentation. The Work Order Price shall equal the value of the approved Work Order Price Proposal. The value of the Work Order Price Proposal shall be calculated by summing the total of the calculation for each Pre-priced Task (Unit Price x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks. This Work Order proposal will be reviewed in detail and compared with an independent County estimate. If the Contractor's Work Order Proposal is found to be reasonable and acceptable, a Work Order may be issued. The resulting price shall be a lump sum, firm fixed price for the completion of the Detailed Scope of Work. A Work Order will reference the Detailed Scope of Work and set forth the Work Order Completion Time, and the Work Order Price. The Work Order Price shall be a lump sum, fixed price for the completion of the Detailed Scope of Work. The work of this Contract will be set forth in the Detailed Scopes of Work referenced in the individual Work Orders. The Contractor is required to complete each Detailed Scope of Work for the Work Order Price within the Work Order Completion Time. A separate Work Order will be issued for each Project. Extra work, credits, and deletions will be contained in a Supplemental Work Order.

The JOC concept also includes a provision for the establishment of prices for work requirements that are within the general Scope of Work but were not included in the UPB at the time of contract award. These tasks are referred to as "Non Pre-priced items". Non Pre-priced (NPP) items may require the establishment of specifications and drawings and may subsequently be incorporated into the UPB.

2. Pre-Bid Conference

All Bidders are required to attend a Mandatory Pre-Bid conference in the County of Ventura GSA Training Room, Service Complex, 800 South Victoria Ave., Ventura, California, at **10:00 a.m. (PT) Thursday January 5, 2023**, for the purpose of explaining the JOC concept, discussing JOC from the contractor's perspective, distribution of documents and answering questions.

3. Contract Value

There is no guaranteed minimum quantity of work which shall be ordered under this contract. The Maximum Contract Value contractual period is \$5,967,000. adjusted annually to reflect the percentage change in the California Consumer Price Index since January, 1998. There is no minimum value associated with individual Work Orders issued under this contract. The Contractor is not guaranteed to receive this volume of Work Orders. It is merely an estimate.

4. Contract Performance Period

- A. The contract term is 12 months or expenditure of the maximum potential value of the contract, whichever occurs first.
- B. This is a contract for the repair or construction of items specified in individual Work Orders, effective for the period of 12 months from the date of award. Work ordered prior to but not completed by the expiration of this contract will be completed with all provisions of this Contract still in force.
- C. Performance time for each Work Order issued under this Contract will be determined in accordance with Article IV Section E of the General Conditions.
- D. The County is entitled to and expects full contract performance from contract start date. Contractor should commence any mobilization activities as soon as practical after contract award, before work on individual Work Orders begins. However, on contract start date, Contractor must be fully operational and capable of starting work.

5. Copies of Bidding Documents

- A. The plans, specifications and proposal forms for this project are filed in the Purchasing Office and are by reference made a part of this Notice. Plans may be obtained online at <https://ventura.bonfirehub.com/portal/?tab=login>.
- B. Complete sets of Bidding Documents shall be used in preparing Bids; the County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- C. The Unit Price Book is accessible through the website www.Buildingincloud.net. The website will enable the bidders to evaluate the UPB to establish their bid. A temporary login will be given upon agreement to the terms of the website.

6. Qualifications of Bidders

- A. Contractors must have a valid license, as issued by the Contractor's State License Board **Classification**
 - B. Proper license is required prior to award of contract in order to be considered a responsive bidder,
- B. Bidder is advised that it will be required to comply with **S.B. 854** (signed into law on June 20, 2014). The requirements include, but are not limited to, the following:
 - A. **REGISTRATION.** No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]

No contractor or subcontractor may be awarded a contract for public work on a public works project (job orders awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5

2. **LABOR COMPLIANCE MONITORING.** This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The Prime Contractor shall post job site notices prescribed by regulation. (See 8 California Code

Regulation section 16451(d) for notice that previously was required for projects (job orders) monitored by the Compliance Monitoring Unit.

Contractors and subcontractors must submit certified payroll records online to the Labor Commissioner for all new public works projects (Job Orders) issued on or after April 1, 2015, and for all public works projects (Job Orders), new or ongoing, on or after January 1, 2016.

7. Examination of Contract Documents

- A. Before submitting a Bid, each Bidder must:
1. examine the Contract Documents thoroughly,
 2. familiarize himself with Federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work, and
 3. study and carefully correlate Bidder's observations with the Contract Documents.
- B. The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.
- C. The Unit Price Book (UPB) pricing includes direct cost for labor, material, and equipment. There are no provisions for overhead or profit. The Bidders are cautioned to examine the UPB carefully. Bidders that bid Adjustment Factors below 1.000 have historically been unable to perform. If a Bidder bids an Adjustment Factor under 1.000, the bidder will be required to further breakdown their bid to include:
1. Detailed line item breakdown showing all direct and indirect costs
 2. Copy of their most recent company audit showing all overhead expenses and how they are allocated to their projects

8. Interpretations

All questions concerning this Bid should be submitted online at <https://ventura.bonfirehub.com/portal/?tab=login> under the "Messages" tab. Replies will be issued online under the "Messages" tab. Only questions answered by formal written Notice will be binding. Oral and other interpretations or clarifications will be without legal effect.

9. Liquidated Damages

Provisions for liquidated damages are set forth in Article VIII Section E of the General Conditions.

10. Subcontractors

- A. Contractors shall not submit a list of subcontractors with their bids. The Work Order Proposal submitted for each individual Work Order is the Contractor's offer to do work and shall contain a list of subcontractors for that particular proposal.
- B. In accordance with Sections 4100 to 4131, inclusive of the Public Contract Code of the State of California, the Contractor shall list, on a designated form, the name and business location of each subcontractor who will perform work and Subcontractor license number, labor or render service on the construction work in excess of one-half (1/2) of one percent (1%) of the total proposal amount of each Work Order proposal submitted.
- C. The Contractor will also include all subcontractors of any tier or value of work in the listing in section B. If the Contractor discovers that a listed subcontractor has employed a subcontractor not listed at time of the Proposal, the Contractor must notify the County as soon as possible.

11. Bid Form

- A. The Bid Form is part of the Contract Documents contained in the volume Bidding Documents. All documents are posted on line under “files.”
- B. The Bid Adjustment Factor of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence.
- C. Bids by corporations must be executed in the corporate name by the President or a Vice-President (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of corporation shall be shown below the signature.
- D. Bids by partnership must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- E. All names must be typed or printed below the signature.

12. Bid Pricing

- A. Each bidder must submit a total of two Adjustment Factors in order to be considered responsive. One factor is for work anticipated to be accomplished during Normal Working Hours; and a second factor for work anticipated to be performed during Premium Working Hours. All Adjustment Factors are expressed as an increase or decrease from the published prices. **Note that the Premium Working Hours factor may NOT be less than the Normal Working Hours Adjustment Factor.** For informational purposes only, it is estimated that approximately thirty percent (30%) of the total work accomplished under this contract will be on an overtime basis.
- B. The bid shall be “net”, (i.e. 1.0) or an adjustment “decrease from” (i.e. .95) or “increase to” (i.e. 1.2) to the Unit Prices listed in the UPB. Bidders who submit separate Adjustment Factors for separate line items will be considered nonresponsive and the bid will be rejected.
- C. The bidder’s Adjustment Factor must contain allowances for overhead, profit, bond premiums, insurance, mobilization, proposal development, professional services and all contingencies in connection therewith, as no allowance will be made later for any other than Pre-priced or Non Pre-priced item Unit Prices.
- D. Any change in the applicable minimum hourly rates of wages during the contract period shall not affect the Unit Price to be paid by the County for work performed under the contract.

13. Bid Security

- A. Bid Security shall be made payable to Ventura County, in an amount of Twenty Five Thousand Dollars (\$25,000) and in one for the following forms:
 - 1. Cash
 - 2. A cashier’s check
 - 3. A certified check
 - 4. A bidders bond executed by an admitted surety insurer
- B. Upon an award to the lowest responsible bidder, the security of an unsuccessful bidder shall be returned in a reasonable period of time, but in no event shall that security be held by the County beyond 60 days from the time the award is made.

14. Submission of Bids

- A. Bids shall be submitted online indicated in the Invitation to Bid. Bid Surety must be scanned and included in BID package. Hard copy must be delivered to the Ventura County Procurement Services at 800 S. Victoria Ave., M/S 1080, Ventura, CA 93009 before the bid due date and time.
- B. The awarding entity may consider informal any bid not prepared and submitted in accordance with the provisions herein. They also reserve the right to accept alternative bids when called for and when items are

to be bid on as units, to accept the bid for the list of such items in its entirety or to accept any portion or portions of same.

- C. No mention shall be made of sales tax or use tax, as all bid prices submitted will be considered as including such tax.
- D. Bids that are illegible or that contain omissions, alterations, additions, qualifications or items not called for in the bidding documents may be rejected as not responsive. Any bid which modifies, limits, or restricts all or any part of such bid, other than as expressly provided for in the Contract Documents, may be rejected as not responsive.
- E. The County may reject any bid not prepared and submitted in accordance with the provisions of the Contract Documents.
- F. The following forms, included in the Bidding Documents volume, comprise a Bid and must be submitted at the date and time identified in the advertisement.
 - Information Required of Bidders
 - Bid Form
 - Non-Collusion Affidavit
 - Experience Modification Rate form
 - Bid Bond (\$25,000)

Omission of or failure to complete any portion of the required forms at the specified time may be cause to reject the entire Bid.

A signed acknowledgement will be included in the Bid Form. The acknowledgement will contain the following:

1. The Unit Price Book reflects direct costs without mark-ups
2. The Adjustment Factor is intended to cover all overhead costs and profit
3. An Adjustment Factor of less than 1.0000 will likely result in a financial loss
4. Failure to perform on this contract could result in disqualification from future bidding on any JOC Contract

- G. Bids will be evaluated on the following criteria:

Award Criteria Figure – An Award Criteria Figure equivalent to 70% of Factor A, Normal Working Hours; plus 30% of Factor B, other than Premium Working Hours. These percentages are utilized to determine the low bid, and do not guarantee that the work will be issued in said values and/or working hours.

15. **Modification and Withdrawal of Bids**

- A. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted or by a Bidder's representative with proper identification and verification, at any time prior to the closing time for receipt of Bids.
- B. Relief of Bidders shall be as provided in Sections 5100-5108, inclusive, of the Public Contract Code of the State of California.

16. **Opening of Bids**

- A. Bids shall be opened publicly, read aloud, and the bids shall be made available Five (5) working days after the opening of Bids.

17. **Award of Contract**

- A. The County reserves the right to reject any or all bids or to waive technical errors and discrepancies in bids submitted in the public interest. The County intends to award the contract within 180 days after bids are opened and declared. The Contractor may withdraw its proposal 181 calendar days after bids are publicly

opened and declared by submitting written notice addressed to Procurement Services. In evaluating bids, the County shall consider whether or not the bids comply with requirements, alternatives and Unit Prices, if requested in the Bid Form.

- B. The County reserves the right to award the contract under this solicitation up to three years following the opening of bids. A delay in award of the contract under this solicitation may be required based on changes in the County's requirements.

18. Law and Regulations

All applicable Federal, State or other laws, orders, rules and regulations of all authorities having jurisdiction over construction work in the locality of the project shall apply to the Contract and shall be deemed to be included in the Contract as if fully set forth therein at length.

19. Prevailing Rates Of Wages

- A. In accordance with Sections 1770 et seq. of the California Labor Code and the Code of Federal Regulations (Davis-Bacon Act), determinations of the generally prevailing wages for various classes of workers in Ventura County have been made by the California Director of Industrial Relations as required by the California Labor Code and by the U.S. Secretary of Labor as required by the Davis-Bacon Act.
- B. Where rates of wages in the two determinations differ, the higher rate shall govern.
- C. As required by California Labor Code Section 1777.5 properly indentured apprentices shall be employed on the work. Travel and subsistence shall be paid in accordance with California Labor Code Section 1773.8.
- D. The Determinations made by the State are on file at the County Procurement Services Office. A copy will be furnished without cost to the successful bidder, if requested. The contractor shall post a copy of the wage rates at each job site at a location readily available to the workers.
- E. The provisions of Articles 2 and 3, Division 2, Part 7, Chapter 1 of the Labor Code, State of California, are by this reference made a part of this Bid.

20. Performance and Other Bonds

- A. The General conditions set forth requirements as to Performance and Payment Bonds. When the Successful Bidder delivers the executed Agreement to the County it shall be accompanied by the required Contract Security. The bond amounts as stated in the General conditions shall be:
Performance and Payment Bond: \$5,308,500.00 maximum allowable by the Public Contract Code Section 20182.5, adjusted annually to reflect the percentage change in the California Consumer Price Index since January, 1998.
- B. Attorneys-in-fact who sign said bonds on behalf of a surety must affix to the bond a certified and effectively dated copy of their power of appointment.

21. Insurance

- A. The County will require General Liability, Automobile, Property Damage, Bodily Injury and Worker's Compensation insurance from the contractor.
- B. The County does not provide insurance coverage for contractor's or subcontractor's plant and equipment.
- C. The dollar limits and specific types of insurance required under this contract are outline in Article XIV Section B of the General Conditions.

22. Special Requirements

- A. A. It is anticipated that the County may award the contract within two weeks after receipt of bids, and issue a Notice-To-Proceed shortly thereafter.

- B. **Contractor must self-perform all work under the license classification they are bidding.** They are however allowed to sub-contract all ancillary tasks pertinent to the projects successful completion. (Example: A Paving contractor may sub out striping.)
- C. The County selected JAMB Services Job Order Contracting (JOC) System for their JOC program. The JAMB Services JOC System includes 4BT's Software and Unit Price Book, which shall be used by the Contractor to prepare and submit Work Order Proposals, subcontractor lists, and other requirements specified by the County.

- END OF INSTRUCTIONS TO BIDDERS -