

## **INSTRUCTIONS TO BIDDERS AND**

### **BID FORM FOR**

### **MAINTENANCE CONTRACT**

#### **Rebid-Stoves, Ranges, and Hot Holding Cabinet Repair and Maintenance Services**

#### **Contract No. 24101**

Bidders (“Bidder(s)” or “Contractor”) shall follow the instructions in this document and shall submit all documents, forms, and information required for consideration of a Bid.

Oakland Unified School District (“District” or “Owner”) will evaluate information submitted by the apparent low Bidder and, if incomplete or unsatisfactory to District, Bidder's bid may be rejected at the sole discretion of District. The District, at its discretion, may award this work to one or more bidders to provide the services described herein.

1. **Contract.** Bids are requested for work described in general, for the following project (“Contract”):

#### **Stoves, Ranges, and Hot Holding Cabinet Repair and Maintenance Services,**

See Exhibit A of the Agreement and the Bid Form for more details.

2. **Sealed Bids.** District will receive sealed Bids from Bidders as stipulated in the Invitation to Bid and each bidder shall ensure that its Bid:
  - a. Is sealed and marked with name and address of the Bidder, the Project Name, the Bid Number, Bid Package (if applicable), and the date and time for opening bids;
  - b. Contains all documents as required herein; and
3. Is submitted by date and time indicated in the Invitation to Bid.
4. **Project Managers.** The Project Managers for this Contract are Ali Noori who can be reached at (510) 535-2728 or [aliahmad.noori@ousd.org](mailto:aliahmad.noori@ousd.org) and Director, Carmelita Reyes at 510-435-3271 or [Carmelita.reyes@ousd.org](mailto:Carmelita.reyes@ousd.org)
5. **Bid Opening.** Bids will be opened at or after the time indicated for receipt of bids as indicated in the Invitation to Bid.
6. **Complete Bids.** 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. Each bidder must complete and

submit all of the following documents with its bid (“Bid Documents”):

- “Bid Form,” attached hereto as **Exhibit “A”**;
- Iran Contracting Act Certification, if applicable (see form attached to Agreement);
- Sufficient Funds Declaration (see form attached to Agreement); and
- Fingerprinting Notice and Acknowledgement, if applicable (see form attached to Agreement).

Bidders must submit Bids on the Bid Form, attached hereto as **Exhibit “A,”** along with all other required District certificates and forms (see above). Other District certificates and forms must be submitted after the bid (see Section 13, below). Bids not submitted on the District's required forms shall be deemed non-responsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible. Bidders shall not modify the Bid Form or qualify their Bids. Bidders shall not submit scanned, re-typed, word-processed, or otherwise recreated versions of the Bid Form or other District-provided documents.

7. **Erasures.** Bids shall be clearly written without erasure or deletions. District reserves the right to reject any Bid containing erasures or deletions.
8. **Words / Numerals.** Discrepancies between written words and figures, or words and numerals, will be resolved in favor of written words.
9. **Subcontractors.** No portion of the Contract shall be subcontracted to a third party vendor, and no change in key personnel shall be made, without prior written consent from District. Failure to comply with this term may result in cancellation of the Contract and/or elimination of any obligation of District. It is the District's desire to have an ongoing support relationship with the successful Bidder. Consistency of service is a critical need and familiarity with District's locations and unique requirements is also important.
10. **Prevailing Wages.** Pursuant to sections 1770 et seq. of the California Labor Code, Bidder and all Subcontractors under the Bidder shall pay all workers on all work performed pursuant to the 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 State of California Department of Industrial Relations (DIR) for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, as applicable. 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 the DIR are available from the District or on the internet (<http://www.dir.ca.gov>).
11. **Questions.** All questions about the meaning or intent of the Bid 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, or delivered to all parties recorded by the District as having received the Bid Documents. Questions received less than **SEVEN (7)** calendar 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.

12. **Addenda.** Addenda may also be issued to modify other parts of the Bid Documents as deemed advisable by the District. Each Bidder must acknowledge each addendum in its Bid Form by number or its Bid may be considered non-responsive. Each addendum shall be part of the Bid Documents. A complete listing of addenda may be secured from the District.
13. **Notice of Intent to Award.** The District will send a Notice of Intent to Award to the apparent lowest responsive and responsible bidder, and within **SEVEN (7)** days the bidder shall submit all required documents, including insurance certificates and endorsements. The Contract will not be awarded by the District's governing board until all required documents are submitted, and Contractor's failure to timely submit the required documents will lead to District award to the next lowest bidder and District action against the bid security.
14. **Notice of Award.** The Bidder awarded the Contract shall execute and submit \_\_\_\_\_ ( ) copies of the Agreement by 5:00 p.m. of the **SEVENTH (7<sup>th</sup>)** calendar day following the date of the Notice of Award.
15. **Notice to Proceed.** District may issue multiple notices to proceed ("Notice(s) to Proceed" or "NTP(s)") for Potential Work throughout the duration of the Contract. Once Contractor has received an NTP for Potential Work, Contractor shall complete the Work specified in that NTP within the period of time indicated in that NTP.
  - a. It is expressly understood by Contractor that Contractor shall not be entitled to any claim of compensation as a result of District's postponement or failure to issue a NTP pursuant to the Contract.
16. **Bid Protests.**

All bid protests must comply with the following, or they shall be rejected as invalid:

1. The protest shall be in writing;
2. The protest shall be filed and received no later than 4:00 p.m. on the third business day after the deadline for submittal of the bids;
3. The protest shall set forth in detail all grounds for the protest, including all facts, supporting documentation, legal authorities and arguments in support of the bid protest;
4. Before the bid protest deadline, the protesting party shall transmit the complete bid protest, including all documentation, to all other parties having a potential interest that may be adversely affected by the outcome of the protest, including but not limited to all other bidders who may have a reasonable prospect of losing or obtaining an award of the Contract depending on the outcome of the protest; and
5. All factual contentions must be supported by competent, admissible and credible evidence.

The procedures and time limits set forth in this section for bid protests are strictly construed and are bidder's sole and exclusive remedy in the event of a bid protest. Bidder's failure to strictly comply with these procedures and time limits shall constitute a waiver of any right to further pursue the bid protest, including but not limited to the presentation of a Government Code claim or legal proceedings. Any matter not set forth in the protest, including any ground for the protest or any evidence supporting a ground for the protest, shall be deemed waived.

A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own bid protest.

Owner shall review a bid protest that was not rejected for failing to comply with the above procedures. Any final decision on such a bid protest shall be made by the Governing Board.

17. **Rejection of Bids.** 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 work item(s) that represent substantive work and/or overly-enhanced prices for nominal work item(s).
18. **Bidder Responsibility.** 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.
19. The District 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.
20. The District shall award the Contract, if it awards it at all, to the lowest responsive and responsible bidder based on the rates only as shown in the completed Bid Form attached hereto.
21. All work must be completed within the Term of the Contract.
22. **COVID-19.** During the Work, the Contractor shall ensure that all Work, including but not limited to Work performed by Subcontractors, is performed in compliance with all applicable legal, contractual, and local government requirements related to the novel coronavirus and COVID-19, including “social distancing,” masks, and hygiene as may be ordered by the State or local authorities. Each bidder must include in its bid all costs related to these requirements in effect at the time of bidding. If additional COVID-19 requirements are imposed after the bid and the Contractor believes that it is entitled to additional time or money, it must timely submit proper requests pursuant to the Contract Documents.
23. **Project Labor Agreement.**

This contract is subject to the District's Project Labor Agreement, dated, 2021, which is available at <https://www.ousd.org/facilities-planning-management-department/opportunities/local-hiring/2021-project-labor-agreement-pla>

END OF DOCUMENT

**EXHIBIT “A”**

**BID FORM**

To: Governing Board of Oakland Unified School District (“District” or “Owner”)

From: \_\_\_\_\_  
 (Proper Name of Bidder)

The undersigned declares that Bidder has read the Bid Documents, including without limitation the Invitation to Bid, the Agreement, and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all services and work in accordance with the terms and conditions of the Bid Documents of **Contract No. \_\_\_\_\_ for OUSD Food Services Stoves, Ranges, and Hot Holding Cabinet Repair and Maintenance Services (“Contract” and “Contract Documents”)**.

For Potential Work under the Contract, as specified in Exhibit A of the Agreement, Bidder will accept payment during the term of the Contract at the following rates, quantities, hours, and price/unit, as applicable, all taxes included:

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
<b><u>Description of Potential Work</u></b>	<b><u>Price Per Unit</u></b>	<b><u>Estimated Units over Term of Contract</u></b>	<b><u>Estimated Charges for Each Category</u></b>
			(Column B × Column C)
<b>1.</b>	<b><i>NOT USED.</i></b>		
<b>2. Hourly Rate for All Other Potential Work: All Potential Work listed in Exhibit A to the Agreement</b>	\$ _____ /hr (this rate is complete payment for Potential Work not specified in Section 1 above, and it covers all costs and profit for Potential Work not specified in Section 1 above, including but not limited to overhead, labor, equipment, tools, and material costs [except any equipment, tool, or material specifically identified in Section 3 below])	350 hours	\$ _____

	<b>TOTAL NOT-TO-EXCEED PRICE BASED ON ESTIMATED AMOUNT OF POTENTIAL WORK:</b>		_____
			_____
			___ <b>Dollars</b> and _____
			<b>Cents</b> (\$ _____) <i>[sum of all amounts in Column D above]</i>

The above "Total Not-to-Exceed Price Based on Estimated Amount of Potential Work" shall be the basis for determination of the low bidder on this Contract and shall be the price of the Contract, and shall compensate Bidder for all costs and profit related to the above services and work, including but not limited to general conditions, overhead, bonds, insurance, labor, materials, equipment, mobilization, coordination, management, administration, submittals, site work, demolition, installation, finishes, testing, punch list and acceptance, taxes, and all direct and indirect costs related to the Contract.

**Further Provisions:**

1. The undersigned has reviewed the Services outlined in the Contract Documents and fully understands, and agrees to provide, the scope of Services required by the Contract Documents, and agrees that its bid, if accepted by the District, will be the basis for the Bidder to enter into the Contract with the District in accordance with the Contract Documents. The undersigned declares that it shall accept payment for Services rendered, invoiced monthly.
2. The undersigned has notified the District in writing of any discrepancies or omissions that it noticed in the Contract Documents, and any doubts, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the District before bid date to verify the issuance of any clarifying Addenda.
3. Receipt and acceptance of the following addenda are hereby acknowledged:

No. _____ Dated _____	No. _____ Dated _____
No. _____ Dated _____	No. _____ Dated _____
No. _____ Dated _____	No. _____ Dated _____
No. _____ Dated _____	No. _____ Dated _____

O check here if **no** addenda were issued

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4. The undersigned agrees to commence performance of the services under this Contract on the date established in the Contract Documents and to complete all services within the time specified in the Contract Documents.
5. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
6. License:
  - Bidder acknowledges that has the license required for performance of the services as stated in the Invitation to Bid.
  - Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to perform the type of services required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of services called for in the Contract Documents.
7. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the services.
8. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the services while complying with all the applicable provisions of the labor compliance program administered by the District, the District's designee and/or the California Department of Industrial Relations.
9. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the services to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the services that may create, during the services, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the services with respect to such hazards.
10. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

**NOTE:** Each bid must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Bids by partnerships must furnish the full name of all partners and



must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officers signing on behalf of a corporation shall be furnished with the bid.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20

Name of Bidder \_\_\_\_\_

Type of Organization \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title of Signer \_\_\_\_\_

Second Signature Required for Corporation (see above):

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title of Signer \_\_\_\_\_

Address of Bidder \_\_\_\_\_

DIR Registration No. of Bidder \_\_\_\_\_

Taxpayer's Identification No. of Bidder \_\_\_\_\_

Telephone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

E-mail \_\_\_\_\_ Web page \_\_\_\_\_

Contractor's License No(s): No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

No.: \_\_\_\_\_ Class: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

If Bidder is a corporation, provide the following:

Name of Corporation: \_\_\_\_\_

President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Manager: \_\_\_\_\_

END OF DOCUMENT