



Instruction to Bidders

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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 Construction Task Catalog® 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 Construction Task Catalog® (CTC). All of the Unit Prices incorporate prevailing County of Ventura wage and materials cost data.

Bidders will offer a pricing Adjustment Factor for both Normal Working Hours and other than Premium Hours (overtime) to be applied to the CTC Unit Price. These two Adjustment Factors will be proposed separately. The same two Adjustment Factors shall apply to every Pre-priced Task in the Construction Task Catalog®. The CTC 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 11:00 PM. Monday through Saturday inclusive. Sundays, and County holidays are excluded.

"Premium Hours" means Work done between the hours of 11:00 PM to 6:00 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, construction 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.



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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 CTC at the time of contract award. These tasks are referred to as "non-prepriced items". Non-prepriced (NPP) items may require the establishment of specifications and drawings and may subsequently be incorporated into the CTC.

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. local time Tuesday, March 17, 2015**, for the purpose of explaining the JOC concept, discussing JOC from the contractor's perspective, distribution of documents and answering questions.

3. **Contract Value**

The Maximum Contract Value will be as allowable by the Public Contract Code Section 20128.5, 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 maximum value of individual Work Orders issued under this contract will be \$175,000.

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 Contract has two (2) renewal options of 12 months each, for a total possible Contract duration of three (3) years. Renewal options are by mutual consent.
- C. 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.
- D. Performance time for each Work Order issued under this Contract will be determined in accordance with Article IV Section E of the General Conditions.
- E. 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. Complete sets of the Bidding Documents may be obtained only at the Mandatory Pre-bid presentation.
- 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.



6. Qualifications of Bidders

A. Contractors must have a valid license, as issued by the Contractors' State License Board, **Classification C-10**. Proper license is required prior to award of contract in order to be considered a responsive bidder. **All work must be self-performed under this license classification which is inclusive of, but not limited to; An electrical contractor places, installs, erects or connects any electrical wires, fixtures, appliances, apparatus, raceways, conduits, solar photovoltaic cells or any part thereof, which generate, transmit, transform or utilize electrical energy in any form or for any purpose. Other work related or incident to the primary electrical project scope may be included for subcontract &/or performance by the Contractor on his other licenses if any.**

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:

1. **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



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are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

8. Interpretations

All questions about the meaning or intent of the Contract Documents shall be submitted to Procurement Services in writing. Replies will be issued by Notice to Bidders mailed or delivered to all parties recorded as having received the Bid Documents. Questions received less than five (5) days prior to the date for opening of Bids will not be answered. 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.

11. Bid Form

- A. The Bid Form is part of the Contract Documents contained in the volume Bidding Documents. Additional copies of the Bidding Documents may be obtained from Procurement Services.
- 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 CTC. 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 at the time and place indicated in the Invitation to Bid and shall be enclosed in separate opaque sealed envelopes, marked with the Bid title and number and name and address of the Bidder. It shall be accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelopes shall be enclosed in a separate envelope with the notation "BID(S) ENCLOSED" on the face thereof.
- 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.



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- 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
 - 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.

- 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 shall have the right to delay the award of the contract for 180 days after bids are opened and declared. The Contractor may withdraw his 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 additional contracts under this solicitation for a period of one year following the opening of bids. The award of subsequent contracts under this solicitation could be required based on changes in the County's requirements or if the original contractor was failing to perform within the expectations of the County.



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: \$500,000.00

- B. If at any time the County should deem the Bonds insufficient or unsatisfactory in any regard, the Contractor shall increase and/or change the Bonds/Surety to the satisfaction of the County at no additional cost to the County.
- C. Initial Payment and Performance Bonds requirements shall be increased to cover the aggregate value of all outstanding Work Orders as necessary up to the maximum allowable by the Public Contract Code Section 20128.5, adjusted annually to reflect the percentage change in the California Consumer Price Index since January, 1998.
- D. 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.



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22. Special Requirements

- A. It is anticipated that the County may award the first 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 The Gordian Group's Job Order Contracting (JOC) Solution (Gordian JOC Solution™) for their JOC program. The Gordian JOC Solution includes proprietary eGordian® JOC Applications and Construction Task Catalog®, 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 -