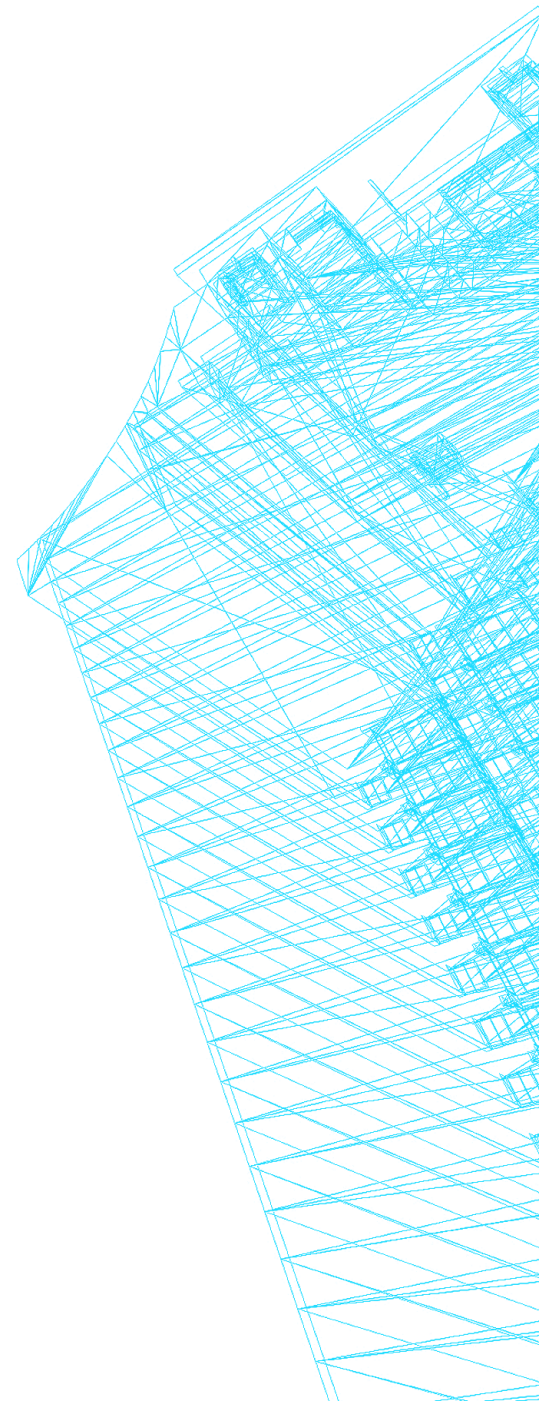


# COMPETITIVE FORMAL BIDDING – A PRIMER

An overview of Formal Competitive Bidding, including prequalification, process improvements and best practices

*August 25, 2022*  
*Capital Programs Institute*





# WHAT WE WILL COVER

- Background on bidding
- Forms of UC Contracts
- Qualification and Bid Process
- Common Bid Issues and Best Practices



# PRIVATE VS. PUBLIC

## *Private Sector*

- Negotiate with any firm
- Bid with your own parameters
- Fewer limits
- Less protections

## *Public Sector*

- dollar limits on direct Negotiating
- Many rules on public bidding
- More statutes to follow
- No worry over owner's solvency  
😊



# BIDDING A UC CONTRACT – IT'S EASIER THAN YOU THINK

## ***Informal vs Formal***

***Informal Competitive Bidding*** is a direct bid solicitation to 3 or more contractors able to perform the applicable work.

- *The contract is awarded to the lowest responsible bidder submitting a responsive bid, or all bids are rejected.*
- *Regularly solicit bids from all responsible contractors who have expressed interest in receiving informal bids, or*
- *Select contractors on a rotating basis from a pool of responsible contractors able to perform such work.*
- *Identical sets of bidding documents must be issued to all bidders at approximately the same time.*
- *Dollar Parameters*
  - *\$50k - \$300k – Use **Mini Form***
  - *\$300k - \$640 k – Use **Informal Form***



# BIDDING A UC CONTRACT – IT’S EASIER THAN YOU THINK

## Formal Bidding

- The Public Contract Code requires formal competitive bidding for projects with estimated contract sums over \$640,000.
- *When utilizing **formal** competitive bidding, the University*
  - (1) advertises for bids in accordance with Public Contract Code § 10500 et seq.*
  - (2) receives sealed bids on or before the Bid Deadline*
  - (3) publicly opens all such bids*
  - (4) prepares a Bid Summary of all such bids*
  - (5) awards the contract to the lowest responsible bidder submitting a responsive bid or rejects all bids.*

# UC CONSTRUCTION CONTRACT MATRIX

CONTRACT AWARD	DOCUMENT	REQUIRED	BIDDING	ADVERTISEMENT	INSURANCE
\$0 - \$50,000	Mini Form (Negotiated)	<ul style="list-style-type: none"> <li>No Bid Package</li> <li>Payment Bond at \$25k</li> <li>Performance Bond at \$50k</li> </ul>	<ul style="list-style-type: none"> <li>Rotation of contractors is required</li> </ul>	<ul style="list-style-type: none"> <li>Public Advertisement not required</li> <li>May advertise per PM's discretion</li> <li>PM can choose 2 weeks on campus site, and/or pay 1 trade paper and 1 general circulation paper - 1 day per week, twice</li> </ul>	<ul style="list-style-type: none"> <li>General Liability:               <ul style="list-style-type: none"> <li>low risk- \$1M agg/\$1M</li> <li>moderate risk- \$2M agg/\$1M</li> <li>high risk- \$4M agg/\$2M</li> </ul> </li> <li>Auto: \$1M</li> <li>Workers Comp: Statutory</li> <li>Employer's liability: \$1M</li> <li>Professional liability: n/a (unless it's Design-Build)</li> </ul>
\$50,001-\$300,000	<ul style="list-style-type: none"> <li>Mini Form (Informally Bid)</li> </ul>	<ul style="list-style-type: none"> <li>Registered with DIR</li> <li>Lite Bid Package</li> <li>Bid Bond Not Required</li> <li>Registered with DIR</li> <li>Payment Bond</li> <li>Performance Bond</li> <li>Bid Bond Not Required</li> </ul>	<ul style="list-style-type: none"> <li>Informally competitively bid</li> <li>Award to lowest responsible bidder</li> <li>Rotation of contractors is required</li> </ul>		

# UC CONSTRUCTION CONTRACT MATRIX

CONTRACT AWARD	DOCUMENT	REQUIRED	BIDDING	ADVERTISEMENT	INSURANCE
\$300,001-\$640,000	Informal Form (Informally Bid)	<ul style="list-style-type: none"> <li>Registered with DIR</li> <li>Payment Bond</li> <li>Performance Bond</li> <li>Builders Risk</li> <li>Base Qualification questionnaire (GC &amp; MEP)</li> <li>Job specific prequalifications (subject to project) optional per PM</li> <li>Bid Bond Not Required</li> </ul>	<ul style="list-style-type: none"> <li>Informally competitively bid</li> <li>Award to lowest responsible bidder</li> <li>Rotation of contractors is required</li> <li>Base Qualification Requirement (GC &amp; MEP)</li> <li>Must post bid tabulations</li> </ul>	<ul style="list-style-type: none"> <li>No Ad if Informal Form</li> </ul>	<ul style="list-style-type: none"> <li>General Liability:               <ul style="list-style-type: none"> <li>low risk- \$1M agg/\$1M</li> <li>moderate risk- \$2M agg/\$1M</li> <li>high risk- \$4M agg/\$2M</li> </ul> </li> <li>Auto: \$1M</li> <li>Workers Comp: Statutory</li> <li>Employer's liability: \$1M</li> <li>Professional liability: n/a (unless it's Design-Build)</li> </ul>
\$640,001+	<ul style="list-style-type: none"> <li><b>Formal Competitive Bidding</b></li> <li>Long Form CM at Risk</li> <li>Brief Form</li> <li>Design Build</li> <li>Brief Design Build</li> <li>JOC</li> <li>ESBDB</li> </ul>	<ul style="list-style-type: none"> <li>Payment Bond</li> <li>Performance Bond</li> <li>Builders Risk</li> <li>Specific prequalifications (subject to project) is per PM's discretion, advisable \$1,000,000+</li> <li>BID BOND REQUIRED</li> </ul>	<ul style="list-style-type: none"> <li>Formally competitively bid</li> <li>Award to lowest responsible bidder</li> <li>Publicly open all bids</li> <li>Must post bid results</li> </ul>	<ul style="list-style-type: none"> <li>Public Advertisement <b>Required</b></li> </ul> <p>PM can choose 2 weeks on campus site, and/or pay 1 trade paper and 1 general circulation paper - 1 day per week, twice</p>	<ul style="list-style-type: none"> <li>Auto: \$1M</li> <li>Workers Comp: Statutory</li> <li>Employer's liability: \$1M</li> <li>Professional liability: n/a (unless it's Design-Build)</li> </ul>





# CONTRACT TYPES

- Mini
- Brief
- Informal
- Long
- Job Order Contract (JOC)
- CM at Risk
- Multiple Prime
- Design- Build, Brief Design Build, and Energy Savings Brief Design Build





# KEYS TO PUBLIC BIDDING

- The Key is to know the rules ([Public Contract Code 10500](https://www.ucop.edu/construction-services/facilities-manual/index.html) and UC Policy <https://www.ucop.edu/construction-services/facilities-manual/index.html> )
- Describe the scope of the work clearly; who can do the work?
- Work with your contracts team to develop the bid documents
- Review the requirements of the Bid Submittal to make sure it is clear and complete to perspective bidders:
  - Description of project, required experience, licensing, etc.
  - Expected Construction cost and time estimate



# THE BID PROCESS

## FORMAL COMPETITIVE BIDDING

1. Advertise
2. Prequalification (or Bidder Qualification)
3. Mandatory Pre-bid Conference
4. Bid submittal and Bid Opening
5. Posting of Bid Results
6. Three (3) day Bid Protest Period
7. Notice of Selections (Bid Award)
8. Notice to Proceed (Start Work)



# THE BID PROCESS

## FORMAL COMPETITIVE BIDDING

- **Advertise** - twice within the 60-day period preceding the day set for the receiving of bids as follows:
  - Either in one newspaper of general circulation published in the county in which the major portion of the project is located and in one such trade paper circulated in the county in which the major portion of the work is to be done **or electronically on the Internet Web site of the university.**
  - The notices shall state the time and place for the receiving and opening of sealed bids, describe in general terms the work to be done, and describe the bidding mode by which the lowest responsible bidder will be selected.

#### ADVERTISEMENT FOR BIDS

Subject to conditions prescribed by the University of California, Riverside, sealed bids for a lump sum contract are invited for the following Project:

**PROJECT NAME**  
PROJECT NO.  
CONTRACT NO.  
UNIVERSITY OF CALIFORNIA, RIVERSIDE  
RIVERSIDE, CALIFORNIA

Project Description

**Bidding and Contract Documents** will be available at **time, on date,** and will issued only at:

**Plan Room**  
Plan Room Address

Phone:  
Fax:

Each set of Bidding and Contract Documents will require a non-refundable payment to . . . . . If paying by check, make your checks payable to " . . . ." Bidding and Contract Documents will be mailed/shipped at the requestor's expense.

#### PRE-BID CONFERENCE & SITE VISIT

Bidders must attend a **mandatory** Pre-Bid Conference and Site Visit at **time, on date,** at:

University of California, Riverside  
1223 University Avenue, Suite 210-16  
Riverside, CA 92507

(Located in University Village, corner of University Avenue and Iowa Avenue.)

Phone: (951) 827-

Fax: (951) 827-3890

Bidders must provide their contact information and sign the Pre-Bid Conference and Site Visit attendance sheet. Only bidders who sign the attendance sheet will be eligible to submit bids for the Project as prime contractors.

**Any bidder who enters the Pre-Bid Conference after will be precluded from bidding as a prime contractor and may only bid as a subcontractor. Subcontractors are not required to attend; however we encourage their attendance.**

UCR Planning, Design & Construction will provide parking validation to anyone attending the Conference. We suggest that you arrive early to allow time to park and walk to the Conference location.

#### BID DEADLINE

Sealed bids must be received on or before **time, on date.** Bids will be received only at:

Planning, Design & Construction  
UNIVERSITY OF CALIFORNIA, RIVERSIDE  
1223 University Avenue, Suite 240  
Riverside, CA 92507

Immediately following the Bid Deadline, bids will be opened at the same location.

Bid Security in the amount of 10% of the Lump Sum Base Bid shall accompany each Bid. The Surety issuing the Bid Bond shall be, on the Bid Deadline, an admitted surety insurer (as defined in California Code of Civil Procedure Section 995.120).

The successful Bidder must have the following State of California Contractor's license current and active at the time of submission of the Bid: **B, General Building**.

The successful Bidder and its subcontractors will be required to follow the nondiscrimination requirements set forth in the Bidding and Contract Documents and to pay prevailing wage rates at the location of the Work.

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 Bidding Documents and to pay prevailing wage at the location of the work.

The work described in the contract is a public work subject to section 1771 of the California Labor Code.

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.

The 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.

Estimated construction cost: \$

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA  
University of California, Riverside  
Publication Dates: &



# THE BID PROCESS

## PREQUALIFICATION VERSUS BIDDER QUALIFICATION

### Prequalification

- Done prior to bidding
- Determine or limit a pool of bidders based on prior (similar) experience and other requirements (bonding capacity, past claims, safety record)
- Bidders are known
- More work for the contractor

### Bidder Qualification

- Qualifications requirements submitted with bid
- Typically looking for similar firm and staff experience as project being bid
- Less work for the contractor
- BUT, if not done properly a low bid can be thrown out



# THE BID PROCESS

## PREQUALIFICATION VERSUS BIDDER QUALIFICATION

- Prequalification document with Carmen





# THE BID PROCESS

## MANDATORY PRE-BID CONFERENCE

- Firms interested in bidding to UC on the project **MUST** attend.
- Legal requirement that in order to bid the firms must be at the pre-bid **ON TIME**; if they are one second late, they should not be allowed in and are automatically precluded from bidding.
- Subs that are interested in working on the project but not required to attend and are not bidding to UC directly **SHOULD** consider attending in order to interact and familiarize themselves with the Firms that are interested in bidding.
- COVID has forced some pre-bids to be remote, but campuses have been able to accommodate this without any issues.



# THE BID PROCESS

## MANDATORY PRE-BID CONFERENCE

### **PRE-BID CONFERENCE & SITE VISIT**

Bidders must attend a **mandatory** Pre-Bid Conference and Site Visit at **time**, on **date**, at:

University of California, Riverside

1223 University Avenue, Suite 210-16

Riverside, CA 92507

(Located in University Village, corner of University Avenue and Iowa Avenue.)

Phone: (951) 827- Fax: (951) 827-3890

Bidders must provide their contact information and sign the Pre-Bid Conference and Site Visit attendance sheet. Only bidders who sign the attendance sheet will be eligible to submit bids for the Project as prime contractors.

**Any bidder who enters the Pre-Bid Conference after will be precluded from bidding as a prime contractor and may only bid as a subcontractor. Subcontractors are not required to attend; however we encourage their attendance.**

UCR Planning, Design & Construction will provide parking validation to anyone attending the Conference. We suggest that you arrive early to allow time to park and walk to the Conference location.



# REQUESTS FOR CLARIFICATION AND ADDENDUM

- After the Mandatory Pre-bid, there is a time frame by which the bidders can submit Requests for Clarification (RFC's) to the Project Manager.
- Once the date for RFC's has passed, the PM and Contracts unit put together a Final Addenda with answers to the RFCs.
- The final Addenda needs to be issued **at least 3 days** prior to the bid due date.
- Addenda can be issued throughout the bid timeline up to that time.
- Addenda items are incorporated into the Contract Documents



# THE BID PROCESS SUBMITTAL

- Sealed Bid, including the Bid Form, Bid Bond (10% of contract value) and Bidder Qualification (if no prequalification)
- Cannot qualify your bid AND no marking up the bid form beyond entering required information
- Bids must be complete and contain all required information and documents otherwise non-responsive

**BID FORM**

FOR: (NAME OF PROJECT)  
PROJECT NUMBER:  
CONTRACT NUMBER:  
UNIVERSITY OF CALIFORNIA, RIVERSIDE  
RIVERSIDE, CALIFORNIA

Date Issued

BID TO:

Planning, Design & Construction  
UNIVERSITY OF CALIFORNIA, RIVERSIDE  
1223 University Avenue, Suite 240  
Riverside, CA 92507

(951) 827-4201

BID FROM:

\_\_\_\_\_  
(Name of Bidder)

\_\_\_\_\_  
(Contact Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Facsimile Number)

\_\_\_\_\_  
(E-mail)

\_\_\_\_\_  
(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.

BIDDER'S NAME: \_\_\_\_\_

**1.0 BIDDER'S REPRESENTATIONS**

Bidder, represents that a) Bidder and all Subcontractors, regardless of tier, has the appropriate current and active Contractor's licenses 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 University the Agreement in triplicate and furnish to University all items required by the Bidding Documents. If awarded the Contract, Bidder agrees to complete the proposed Work within (NUMBER) days after the date of commencement specified in the Notice to Proceed.

**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 University's Facility at the appropriate address stated on Page 1 of this Bid Form. 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.)

Bidder includes in the Lump Sum Base Bid the following allowances:

**Allowance No.** : Include an allowance of \$ for description, as specified in Specification Section .

**5.0 SELECTION OF APPARENT LOW BIDDER**

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



**BIDDER'S NAME:** \_\_\_\_\_

**6.0 UNIT PRICES**

The quantities set forth in the Unit Prices are estimates. University does not represent that the actual quantity of any Unit Price item will equal the Estimated Quantity stated below. University will perform the extension of the Unit Price times the respective Estimated Quantity.

**Unit Price No.** : Description, as specified in Specification Section .

Estimated Quantity of units:

\$    ,     ·   per (INSERT UNITS e.g. SF)

(Place Unit Price figures in appropriate boxes.)

**7.0 DAILY RATE OF COMPENSATION FOR COMPENSABLE DELAYS**

Bidder shall determine and provide below the daily rate of compensation for any Compensable Delay caused by University at any time during the performance of the Work. A Facility may choose a minimum compensable delay in the best interests of the Project. If so, use the language in parentheses { } and in grey highlight:

\$   ,     ·   X {NUMBER} multiplier  
(Place figures in appropriate boxes.)

Failure to fill in a dollar figure for the daily rate for Compensable Delay shall render the bid non-responsive. University will perform the extension of the daily rate times the multiplier.

The daily rate shown above will be the total amount of Contractor entitlement for each day of Compensable Delay caused by University at any time during the performance of the Work and shall constitute payment in full for all delay costs, direct or indirect (including, without limitation, compensation for all extended home office overhead and extended general conditions), of the Contractor and all subcontractors, suppliers, persons, and entities under or claiming through Contractor on the Project. The number of days of Compensable Delay shown as a "multiplier" above is not intended as an estimate of the number of days of Compensable Delay anticipated by the University. The University will pay the daily rate of compensation only for the actual number of days of Compensable Delay, as defined in the General Conditions; the actual number of days of Compensable Delay may be greater or lesser than the "multiplier" shown above. Bidder shall not bid less than zero dollars for the daily rate (i.e., the daily rate cannot be a negative number).



8.0 ALTERNATES

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.

The Contract Time will change by the number of days, if any, specified for each accepted Alternate.

Alternate No. 1

Description, as specified in \_\_\_\_\_ .

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.

No extension of time will be granted if this Alternate is accepted.

University reserves the right to accept this Alternate within 10 calendar days after the date University signs the Agreement:





**BIDDER'S NAME:** \_\_\_\_\_

**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 \_\_\_\_\_  
(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 Name(s))

**CALIFORNIA CONTRACTORS LICENSE(S):**

\_\_\_\_\_  
(Classification(s))

\_\_\_\_\_  
(License Number)

\_\_\_\_\_  
(Expiration Date)

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

**BIDDER'S NAME:** \_\_\_\_\_

**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)

**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:

\_\_\_\_\_, in the State of \_\_\_\_\_  
(Name of City if within a City, otherwise Name of County) (State)

on \_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)



# THE BID PROCESS

## BID PROTEST PERIOD

- Once bids have been received (and if Blind Bid, revealed), there is a three-day waiting period for protests to be lodged.
- If no protest, campus ay award the contract
- If there is a protest, it must be resolved pursuant to Article 7 of the Instructions to bidders.
- Contract cannot be awarded until the bid protest and any subsequent appeal are resolved.
- *Therefore, it is critical to disseminate the clear and correct bid information.*



# THE BID PROCESS AWARD

If no protest, may award to *lowest responsive bidder*

- *Notice of Selection (includes the following documents)*
  - Signed and notarized Agreement.
  - Original of the Payment Bond (Notary acknowledgement for Surety).
  - Original of the Performance Bond (Notary acknowledgement for Surety).
  - Confirmation of Certification (a new form to verify the SBE/DVBE/WBE/DBE status of each subcontractor working on the project; must be filled out and signed by each sub)





# THE BID PROCESS AWARD

- Certificates of Insurance, along with Enrollment Application for coverage under the University Controlled Insurance Program (UCIP), *if applicable*.
- Name, qualifications, and references for requested staff proposed for the contract work.
- Schedule of Values
- Preliminary Contract Schedule.
- Selection of Retention Options and/or Escrow Agreement.
- Other documents as stipulated in the Instructions to Bidders, Article 6.



Date

Attn: Contact Name, Title  
COMPANY NAME.  
Street Address  
City, State & Zip Code

**RE: NOTICE OF SELECTION AS APPARENT LOWEST RESPONSIBLE BIDDER**

Project Name:  
Project Number: , Contract Number:  
Location: Riverside Campus, University of California, Riverside  
Contract Sum: \$

Dear Mr./Ms.:

Congratulations! You have been selected as the lowest responsible Bidder for the above referenced Project. The Regents of the University of California will award a contract (the Contract) to you by sending you a fully executed copy of the Agreement, if you comply with the conditions stated in this Notice.

Enclosed is **one** (1) original of the Agreement and other University forms. You must submit to The Regents of the University of California, at the address stated at the bottom of this Notice, and no later than ten (10) calendar days after receipt of this Notice, all of the following:

1. **One** (1) original of the **Agreement** (duly executed, **notarized** and acknowledged by you);
2. **One** (1) original of the **Payment Bond** (duly executed and acknowledged by you and the surety);
3. **One** (1) original of the **Performance Bond** (duly executed and acknowledged by you and the surety);
4. **Certificates of Insurance** (duly executed by insurers) that reference the Project Name and Number and list the "The Regents of the University of California, its officers, agents, employees, consultants, representatives and representative's consultants" as additional insureds for General Liability, Automobile Liability, and Excess Liability coverages;
5. Name of, qualifications of, and references for the Superintendent proposed for the Work;
6. Names of all Subcontractors, with their addresses, telephone and facsimile numbers, contact persons, portions of the Work and designation of any Subcontractor as a Small Business Enterprise, Disadvantaged Business Enterprise, Women-owned Business Enterprise or Disabled Veteran Business Enterprise on the **Report of Subcontractor Information Form, Final Distribution of Contract Dollars** along with a completed **Self-Certification Form** for yourself and for each Subcontractor;
7. Preliminary Contract Schedule as required under Article 3 of the General Conditions;
8. A completed **Selection of Retention Options** form accompanied by a completed **Escrow Agreement for Deposit of Securities in Lieu of Retention and Deposit of Retention**, if you wish to utilize securities in lieu of retention beginning with the first application for payment;
9. A Cost Breakdown as required by Article 9 of the General Conditions.

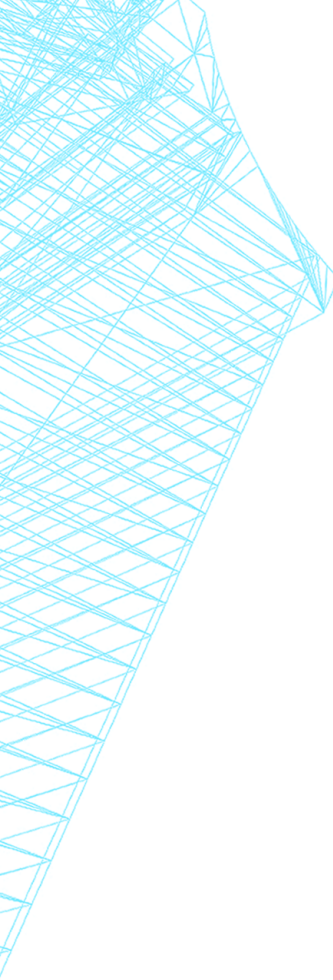
All of the above items must be in the form as enclosed and satisfy the requirements set forth in the Bidding and Contract Documents. All such items must be submitted to **Contracts Administration** at the address at the bottom of this Notice. If you fail to submit these items properly as required on or before the time specified, you may be disqualified, your Bid Security may be forfeited, and the Contract may be awarded to another contractor.

The Regents of the University of California,

Carmen Long  
Construction Contracts Manager

Enclosures

cc: Drew Hecht, Architect, Director of Project Management  
, Project Manager  
, Senior Construction Inspector  
, Contracts Administrator  
, File



**AGREEMENT**

This AGREEMENT is made on \_\_\_\_\_, between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ("University"),

whose Facility is: University of California, Riverside

whose address for notices is: UCR Planning, Design & Construction  
UNIVERSITY OF CALIFORNIA, RIVERSIDE  
900 University Avenue  
Riverside, CA 92521

and Contractor: **Name**

whose address for notices is: **Street Address**  
**City, State & Zip**

for the Project: **PROJECT NAME**  
Project Number: **NUMBER**  
University of California, Riverside  
County of Riverside  
Riverside, California 92521

University's Responsible Administrator: **Drew Hecht, Architect**  
**Director of Project Management**  
**Planning, Design & Construction**

University's Representative is: **Name**  
**Title**  
**Planning, Design & Construction**

whose address for notices is: UCR Planning, Design & Construction  
UNIVERSITY OF CALIFORNIA, RIVERSIDE  
900 University Avenue  
Riverside, CA 92521

Contract Documents for the Work Prepared by: **Name**  
**COMPANY NAME**  
**Street Address**  
**City, State & Zip**  
**Tel:**  
**Fax:**

University and Contractor hereby agree as follows:

#### ARTICLE 1 WORK

Contractor shall provide all work required by the Contract Documents (the "Work"). Contractor agrees to do additional Work arising from changes ordered by the University pursuant to Article 7 of the General Conditions. Contractor shall (1) pay all sales, consumer and other taxes and (2) obtain and pay for any governmental licenses and permits necessary for the work, other than building and utility permits.

#### ARTICLE 2 CONTRACT DOCUMENTS

"Contract Documents" means the Advertisement For Contractor Bids, Instructions To Bidders, Supplementary Instructions to Bidders, Bid Form, this Agreement, General Conditions, Supplementary Conditions, Exhibits, Specifications, List of Drawings, Drawings, Addenda, Notice to Proceed, Change Orders, Notice of Completion, and all other documents identified in this Agreement that together form the contract between University and Contractor for the Work (the "Contract"). The Contract constitutes the complete agreement between University and Contractor and supersedes any previous agreements or understandings.

#### ARTICLE 3 CONTRACT SUM

Subject to the provisions of the Contract Documents University shall pay to Contractor, for the performance of the Work, \$ [REDACTED], the "Contract Sum".

The Contract Sum includes the following Allowances:

##### List Allowances

The Contract Sum includes the following Alternates accepted by University:

##### List Alternates Accepted by University at Time of Award

University reserves the right to accept the following Alternates within {INSERT NUMBER FROM BID FORM} days after the date of this Agreement:

##### List Alternates Not Accepted by University at Time of Award

Unit Prices, if any, are as follows:

##### List Unit Price Items

The Contract Sum will be increased by an amount equal to the Unit Price multiplied by the actual number of units of each Unit Price item incorporated in the Work.

#### ARTICLE 4 CONTRACT TIME

Contractor shall commence the Work on the date specified in the Notice to Proceed and fully complete the work within { NUMBER } days, the "Contract Time".

By signing this agreement, Contractor represents to University that the Contract Time is reasonable for completion of the work and that Contractor will complete the Work within the Contract Time. Time limits stated in the Contract Documents are of the essence of the Contract.

#### ARTICLE 5 LIQUIDATED DAMAGES

If Contractor fails to complete the Work within the Contract Time, Contractor shall pay to University, as liquidated damages and not as a penalty, the sum of \$ [redacted] for each day after the expiration of the Contract Time that the Work remains incomplete. After Substantial Completion, the rate for liquidated damages shall be reduced to the sum of \$ [redacted] per day. University and Contractor agree that if the Work is not completed within the Contract Time, University's damages would be extremely difficult or impracticable to determine and that the aforesaid amounts are reasonable estimates of and reasonable sums for such damages. University may deduct any liquidated damages due from Contractor from any amounts otherwise due to Contractor under the Contract Documents. This provision shall not limit any right or remedy of University in the event of any other default of Contractor other than failing to complete the Work within the Contract Time.

#### ARTICLE 6 COMPENSABLE DELAY

If Contractor is entitled to an increase in the Contract Sum as a result of a Compensable Delay, determined pursuant to Articles 7 and 8 of the General Conditions, the Contract Sum will be increased by the sum of \$ [redacted] per day for each day for which such compensation is payable.

#### ARTICLE 7 DUE AUTHORIZATION

The person or persons signing this Agreement on behalf of Contractor hereby represent and warrant to University that this Agreement is duly authorized, signed, and delivered by Contractor.

THIS AGREEMENT is entered into by University and Contractor as of the date set forth above.

**CONTRACTOR:**

(Name of Company)	California Contractor's License(s):
a (Type of Organization)	(Name of License)
By: (Signature)	(Classification and License Number)
(Print Name)	(Expiration Date)
(Title)	(Employer Identification Number)

**Recommended:**  
By University's Representative:

\_\_\_\_\_  
(Signature & Date)  
Name  
Title  
Planning, Design & Construction  
\_\_\_\_\_  
(Print Name & Title)

**Funds Sufficient:**  
By Financial Administrative Officer:

\_\_\_\_\_  
(Signature & Date)  
Susan McFadden  
Senior Financial Analyst  
Planning, Design & Construction  
\_\_\_\_\_  
(Print Name & Title)

**UNIVERSITY:**  
By The Regents of the University of California:

\_\_\_\_\_  
(Signature & Date)  
Drew Hecht, Architect  
Director of Project Management  
Planning, Design & Construction  
\_\_\_\_\_  
(Print Name & Title)

Account No.:	_____	Activity Code:	_____
Fund:	_____	Function:	_____
Cost Center:	_____	Project Code:	_____

Attach notary acknowledgement for all signatures of Contractor. If signed by other than the sole proprietor, a general partner, or corporate officer, attach original notarized Power of Attorney or Corporate Resolution.





# THE BID PROCESS

## (THE END – NOTICE TO PROCEED)

Once all of the documents that were sent with the NOS are returned, The campus will send a Notice to Proceed, which contains the:

- Date on which the contract time starts (time specified in the signed and executed Agreement).
- Date on which the contract time ends (also specified in the signed and executed Agreement).

Make sure that you have considered things like long-lead items well in advance of the NTP date.



Date

Attn: Contact Name, Title  
COMPANY NAME  
Street Address  
City, State & Zip Code

**RE: NOTICE TO PROCEED**  
Project Name:  
Project Number: , Contract Number:  
Location: Riverside Campus, University of California, Riverside  
Contract Sum: \$

Dear Mr./Ms.:

Congratulations on your award of the Contract for the construction of the referenced Project. This letter will serve as your Notice to Proceed. The Work shall commence on date, and shall be fully completed within the Contract Time of days, which ends on .

Enclosed with this letter, please find your copy of the Bidding and Contract Documents, which includes your fully executed original of the Agreement, along with originals of the Payment and Performance Bonds.

Again, congratulations! We look forward to working with you.

The Regents of the University of California,

Drew Hecht, Architect,  
Director of Project Management  
Planning, Design & Construction

Enclosures

cc: , Project Manager  
Carmen Long, Construction Contracts Manager  
, Inspector  
Surety  
File



# BID ISSUES

## NON-RESPONSIVE BIDS AND OTHER TALES

- Leaving required information off of Bid Forms
- Qualifying Bids – not allowed
- Typos or clerical errors – can be fixed if within 24 hours
- Not listing a sub – must list subs for work that is  $\frac{1}{2}$  of 1% or more.
- Not signing or having a properly delegated signatory



# THINGS TO REMEMBER

- Remind bidders to register with DIR
- Labor Compliance Prevailing wage and Certified Payroll submittal per DIR requirements
- Insurance/Bonding requirements – Be sure to review the project insurance and bonding requirements (Refer to Bus-63, Exhibit D) and
  - Surety (Bonding) must be registered with CA Dept. of Ins
  - Cert of Insurance must be on approved form (included in the bid documents)



# THINGS TO REMEMBER

- Contractors (and Subcontractors) must be licensed
- Know the Law (especially the CA Public Contract Code)
  - PCC [Sections 10500 – 10526](#) Laws specific to UC
  - PCC [Sections 4100 – 4114](#) Subletting and Subcontracting
  - PCC [Sections 3500 – 3505](#) Buy Clean California
  - CA Labor Code [Sections 1770 – 1785](#) Prevailing Wage

# For More Information

- For information on UC Policy and Contract templates - Visit our UC Facilities Manual; <https://www.ucop.edu/construction-services/index.html>
- To register with the Department of Industrial Relations (DIR): <https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>
- Public Contract Code - <https://www.ucop.edu/construction-services/advertisements/index.html>



# UC PRESENTER INFORMATION

***Anthony Cimo, J.D.***

***Design + Construction Services***

***University of California, Office of the President***

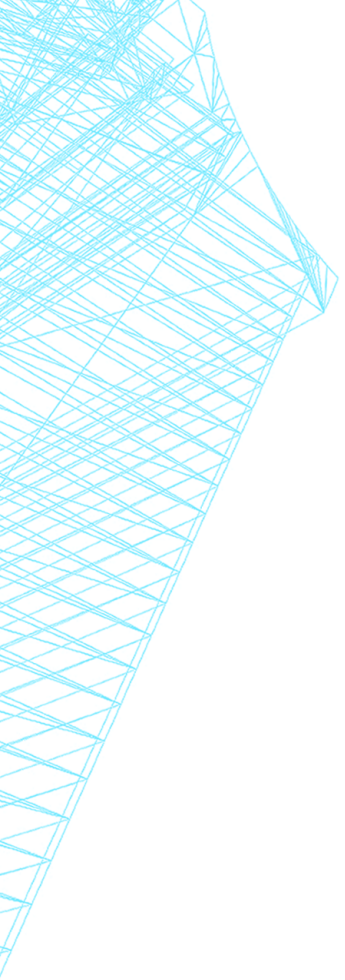
***[anthony.cimo@ucop.edu](mailto:anthony.cimo@ucop.edu)***

***Carmen Long***

***Construction Contract Manager***

***UC Riverside***

***[carmen.long@ucr.edu](mailto:carmen.long@ucr.edu)***



QUESTIONS???