

## INSTRUCTIONS TO BIDDERS

The undersigned has examined the location of the proposed work and is familiar with the plans, specifications and the conditions existing at the site of the work and its environs.

The undersigned has checked carefully all the above figures and understands that the District will not be responsible for any errors or omissions on the part of the undersigned in preparing this proposal.

The undersigned understands that the quantities as set forth under the foregoing units are approximate only and are for the purpose of comparing bids and fixing the amounts of bonds and agrees that these quantities may be increased or decreased, or the relative amounts of the various items varied without claim for damage or loss of anticipated profit, and the payment will only be made on the basis of the actual quantities of work performed.

The undersigned understands that the District reserves the right to reject any and all bids and to waive any informality in bids received and may at its option make the award that in the judgment of the district is to the best interest of the District.

It is agreed that this proposal may not be withdrawn within a period of thirty (30) days after the date set for the opening thereof.

Enclosed herewith is a Certificate of Fair Employment Practices, a Certificate of Security for Compensation and a (bidder's bond, certified check, cashier's check) for an amount equal to ten percent (10%) of the amount bid (\$ \_\_\_\_\_)

dollars being not less than ten percent (10%) of the total amount of this proposal. The undersigned agrees that, in case he defaults in executing and/or furnishing the necessary bonds after award and due notice thereof, the said check or bond and the money payable thereon shall become and remain the property of the District as liquidated damages, because the actual damages in such events are difficult and impracticable to fix.

In accordance with the specifications, the undersigned further agrees to so plan the work and to prosecute it with such diligence that said work shall be commended within ten (10) days after execution of the contract by the District and the effective date of the Notice to Proceed issued by the District and shall be completed on or before the expiration of **two hundred and forty (240) working-days** after said notifications as provided for in the contract documents.

The undersigned agrees, if awarded the contract, that there shall be paid by the undersigned and by all subcontractors under him, to all laborers, workers and mechanics employed in the execution of such contract, or any subcontract thereunder, not less than the general prevailing rate of per diem wages, and rates for overtime and legal holidays in the locality in which the work is to be performed, as ascertained and determined pursuant to the State Statute thereto applicable, by the District the schedule thereof being set forth in the specifications for said work.

Name under which business is conducted \_\_\_\_\_

Business Address \_\_\_\_\_

Telephone #: \_\_\_\_\_

If SOLE OWNER, sign below:

I sign as sole owner of the business named above.

If PARTNERSHIP, sign below:

The undersigned certify that we are partners in the business named above and that we sign this contract proposal with full authority so to do. (One or more partners sign.)

If CORPORATION, execute below:

The undersigned certify that they sign this contract proposal with full and proper authorization so to do:

Corporate Name: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

Incorporated under the laws of the State of \_\_\_\_\_

Attachments(3): Fair Employment Practices Certificates, security for Compensation Certificate, Bidder's Statement of Subcontractors, (Bidder's Bond, Cashier's Check or Certified Check).

Date: \_\_\_\_\_ Contractor's License No.: \_\_\_\_\_

## **SPECIAL PROVISIONS AND NOTICE – FAIR EMPLOYMENT PRACTICES**

In connection with the performance of work under this contract, the Contractor agrees as follows:

- (1) The Contractor will not willfully discriminate against any employee or applicant for employment because of race, color, religion, ancestry or national origin. The Contractor will take affirmative action to ensure the applicants are employed and that employees are treated during employment, without regard to their race, color religion, ancestry, national origin, physical disability, mental disability, medical condition, marital status, or sex. Such action shall include, but not limited to, the following employment, upgrading, demotion or transfer; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by awarding authority setting forth the provisions of this Fair Employment Practices section.
- (2) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the awarding authority, advising the said labor union or workers' representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (3) The Contractor will permit access to his records of employment, employment advertisements, application forms and other pertinent data and records by the Fair Employment and Housing Commission, the awarding authority or any other appropriate agency of the State of California designated by the awarding authority, for purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.
- (4) A finding of willful violation of the Fair Employment Practices section of this contract or of the Fair Employment Practices Act shall be regarded by the awarding authority as a basis for determining the Contractor to be not a "responsible bidder" as to future contracts for which such Contractor may submit bids, for revoking the Contractor's pre-qualification rating, if any, and for refusing to establish, reestablish, or renew pre-qualification rating for the Contractor.

The awarding authority shall deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment and Housing Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order under Government Code §12970 or obtained a judicial order under Government Code §12973.

Upon receipt of such written notice from the Fair Employment and Housing Commission, the awarding authority shall notify the Contractor that unless he demonstrates to the satisfaction of the awarding authority within a stated period that the violation has been corrected, his pre-qualification rating will be revoked at the expiration of such period.

- (5) The Contractor agrees, that should the awarding authority determine that the Contractor has not complied with the Fair Employment Practices section of this contract, then pursuant to Labor Code Sections 1735 and 1775, the Contractor shall, as a penalty to the awarding authority, forfeit, for each day, or portion thereof, for each person who was denied employment as a result of non-compliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. The awarding authority may deduct any such damage from any monies due the Contractor.
  - a. Nothing contained in this Fair Employment Practices section shall be construed in any manner or fashion so as to prevent the awarding authority of the State of California from pursuing any other remedies that may be available at law.
- (6) Prior to award of the contract, the Contractor shall certify to the awarding authority that he has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by the awarding authority:
  - a. The Contractor shall provide evidence, as required by the awarding authority, that he has notified all supervisors, foremen and other personnel officers in writing of the content of the anti-discrimination clause and their responsibilities under it.
  - b. The Contractor shall provide evidence, as required by the awarding authority, that he has notified all sources of employee referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of this anti-discrimination clause.
  - c. The Contractor shall file a basic compliance report, as required by the awarding authority. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also spell out the sources of the workforce and who has the responsibility for determining whom to hire and whether to hire.
  - d. Personally, or through his representative, the Contractor shall, through negotiations with the unions with whom he has agreements, attempt to develop an agreement which will:
    1. Spell out responsibilities for non-discrimination in hiring, referral, upgrading and training.

2. Otherwise implement an affirmative anti-discrimination program in terms of the unions' specific areas of skill and geography, to the end that qualified minority workers will be available and given equal opportunity for employment.
- e. The Contractor shall notify the contracting agency of opposition to the anti-discrimination clause by individuals, firms, or organizations during the period of its pre-qualification.
- (7) The Contractor will include the provisions of the foregoing Paragraphs 1-7 in every first tier subcontract, so that such provisions will be binding each subcontractor.

SAMPLE

# FAIR EMPLOYMENT PRACTICES CERTIFICATION

TO: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
The undersigned in submitting a bid for performing the following work by contract, hereby certifies that he has or will meet the standards of affirmative compliance with the Fair Employment Practices requirements of the Special Provisions contained herein.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(Fill in description of contract)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(Signature of Bidder(s))*

\_\_\_\_\_  
\_\_\_\_\_  
Business Address

\_\_\_\_\_  
Residence Address

***(This certification must be executed by the successful bidder  
prior to the award of contract.  
The bidder shall execute the certification on the page  
at the time of submitting this bid.)***

## BIDDER'S STATEMENT OF SUBCONTRACTORS

The undersigned submits herewith a list of subcontractors whom he proposes to employ on the work, with the proper firm name and business address of each, together with a statement of the portion of the work to be done by each.

| <u>NAME OF SUBCONTRACTOR</u> | <u>ADDRESS</u> | <u>PORTION OF WORK</u> |
|------------------------------|----------------|------------------------|
| 1. _____                     | _____          | _____                  |
| 2. _____                     | _____          | _____                  |
| 3. _____                     | _____          | _____                  |
| 4. _____                     | _____          | _____                  |
| 5. _____                     | _____          | _____                  |
| 6. _____                     | _____          | _____                  |

If none proposed, please check here: \_\_\_\_\_

\_\_\_\_\_  
Signature of Bidder

## SECURITY FOR COMPENSATION CERTIFICATE

To: \_\_\_\_\_  
\_\_\_\_\_

I am aware of the provisions of Section 3700 of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract.

\_\_\_\_\_  
Signature of Bidder

Business Address:

\_\_\_\_\_  
\_\_\_\_\_

Residence Address:

\_\_\_\_\_  
\_\_\_\_\_

***(This certification must be executed by the successful bidder  
prior to the award of contract.  
The bidder shall execute the certification on the page at  
the time of submitting his bid)***