**SECTON 002100**

**INSTRUCTIONS TO BIDDERS**

**BID SUBMITTALS AND CONDITIONS**

Bids shall be submitted as stated below and per section 001100 Notice to Contractors

The following documents constitute a complete bid and are required to be submitted to form a responsive bid:

1. **004000 Bid Form**
2. **004100 Bid Schedule**
3. **004300 Bid Security**
4. **004336 Subcontractor Schedule**
5. **004500 Bidder Qualifications**
6. **004505 Indian Enterprise Qualifications Statement (if claimed)**
7. **004519 Non-Collusive Affidavit**

Each bid must be submitted in a sealed envelope, addressed:

Trinidad Rancheria,

c/o Trinidad Harbor and Tribal Operations Generators

1 Cher-Ae Lane

PO Box 630,

Trinidad Rancheria, CA 95570

The sealed envelope containing the bid must be plainly marked on the outside as:

**BID FOR : TRINIDAD HARBOR AND TRIBAL OPERATIONS GENERATORS**

The envelope should also bear on the outside the name of the bidder, bidder address, and bidder license number.

If forwarded by mail, the bid must be received by the date and time of opening. Any bids received after the time and date of opening resulting from untimely delay due to the mail system or other methods of conveyance will not be considered.

Bids received prior to the time of opening will be securely kept, unopened. The official who is to open the bids will decide when the specified time has arrived, and no bid received thereafter will be considered. No responsibility will attach to office personnel for the premature opening of a bid not properly addressed and identified. Telegraphic bids or modifications will not be considered.

Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof.

All bids must be made on the provided bid form and schedule. All blank spaces for bid prices must be filled in, in ink or typewritten, and the bid form must be fully completed and executed when submitted. A conditional or qualified bid will not be accepted. Each signature page must bear an original signature, whether within or separate from this document.

To demonstrate Bidder’s qualifications to perform the Work, Bidder shall have a current California Contractors License and Bonded in accordance with current California State Contractor’s Law.

**Acceptable licenses**

* A – General Engineering
* B – General Building
* C 10 - Electrical

All Subcontractors shall be properly licensed for the services they will be providing.

After bids have been submitted, the bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done. No bidder may withdraw a bid within fourteen (14) calendar days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the Owner and the successful bidder.

**WAGE REQUIREMENTS**

Davis Bacon wage requirements shall apply to this project.

Contractor can obtain the current minimum prevailing wage rates at <https://beta.sam.gov/>

Applicable rates are for:

"General Decision Number: CA20210005 01/01/2021

Superseded General Decision Number: CA20200005

State: California

Construction Type: Building

Counties: Del Norte, Humboldt, Lake and Mendocino Counties in

California.

**BID REVIEW AND AWARD**

The Owner may waive any informalities or minor defects or reject any and all bids.

Award will be made to the lowest responsive, responsible bidder with due consideration for Indian Preference.

**BIDDING INFORMATION**

Bidding and Contracting Manuals & Plan are available by email and as downloadable files from the Humboldt Builders Exchange. Printed copies can be obtained at the cost of production ($100.00) from Trinity Valley Consulting Engineers, Inc. at 67 Walnut Way, Willow Creek, CA 95573. (530 629-3000)

1. A pre-bid conference will be held on **Tuesday, August 17th, 2021**, at the project site, beginning at 10:00 AM PST. Prospective Bidders are not required to attend.
2. Bidders are advised to review **section 011000 summary of work**

The contract documents contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the contract.

Bidders must satisfy themselves as to the accuracy of the estimated quantities in the Bid Schedule (if any) by examining the site and reviewing the drawings and specifications including addenda (if applicable). The failure or omission to do this shall in no way relieve any bidders from any obligation in respect to his bid.

Requests for clarification must be in writing, addressed to the Owner, and received at least seven working days prior to the bid opening date. Owner provided clarifications and supplemental instructions will be issued as addenda to the specifications and provided to all Plan Holders no later than four working days prior to the bid opening date.

**BIDDER QUALIFICATIONS**

Bidders must fill out, sign and submit SECTION 004500 BIDDER QUALIFICATIONS

form as part of the proposal. Bidders must also, if required, present additional satisfactory evidence that they are fully prepared with the necessary experience, capital, machinery and materials to furnish the articles called for and to conduct the work as required by the drawings and specifications.

**NON-COLLUSIVE AFFIDAVIT**

Each person submitting a bid for any portion of the work contemplated by the bidding documents shall execute an affidavit, in the form 004519 Non-Collusive Affidavit

provided by the Owner, to the effect that he has not colluded with any other person, firm or corporation in regard to any bid submitted. Such affidavit shall be attached to the bid and be considered a part of the complete bid packet.

**INDIAN PREFERENCE**

Tribal and Native American Preference per:

*Cher-Ae Heights Indian Community of the Trinidad Rancheria PROCUREMENT POLICY*

*Adopted by the Cher-Ae Heights Indian Community of the Trinidad Rancheria (Trinidad Rancheria) Tribal Council by Resolution #TC-18-08 on April 20, 2018. The effective date of this Statement is April 20, 2018.*

*a. Issue the solicitation unrestricted to allow both non-Native American and qualified Native American-owned economic enterprises or organizations to submit bids and award shall be made to the qualified Native American-owned economic enterprises or organizations with the lowest responsive bid, if the bid is within the total maximum contract price established for the procurement and within the applicable range specified in Appendix A of the lowest non-Native American bid price; or*

*Attachment A If the bid from the qualified Native American-owned economic enterprise or organization is within the 10% range of the lowest, non-Native American firm, the Native American-owned firm will be given the opportunity to meet the lowest bid price. Should the Native American-owned firm refuse to meet the lower price, the bid shall then be awarded to the responsive and responsible low bidder for the project. The Trinidad Rancheria Tribal Council reserves the right to reject any and all bids and to waive any irregularity or informality which is contained in any bid. All construction is subject to availability of funds.*

**Note: To meet the requirement of Attachment A the Native American-Owned firm will be required to adopt the bid schedule as submitted by the lowest responsive bidder.**

**BONDING REQUIREMENTS**

Bid, Performance, and Payment bonds will be required for this project.

Bid bonds totaling no less than five percent (5%) of the total bid and payable to the Owner shall accompany any bid. A cashier’s check may be used in lieu of a bid bond. As soon as the bid prices have been compared, the Owner will return the bonds of all except the three lowest responsible bidders. When the Agreement is executed, the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the Payment and Performance bonds have been executed and approved, after which it will be returned.

Performance and Payment bonds, each totaling 100% of the Contract price, with a corporate surety approved by the Owner, shall be provided to the Owner when the Agreement is executed.

Attorneys-in-fact who sign Bid, Payment, and Performance bonds must file with each bond a certified and effective dated copy of their power of attorney.

The Owner may make such investigations, as they deem necessary to determine the ability of the bidder to perform the work. Bidders shall be prepared to furnish such information and data for this purpose at the Owner’s request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein.

The successful bidder will be required to execute an Agreement and obtain the Performance and Payment bond, if required, within ten calendar days from the date when the Notice of Award is delivered to the bidder. In case of failure of the bidder to execute the Agreement, the Owner may at their option consider the bidder in default, in which case any bid bond accompanying the proposal shall become the property of the Owner.

The Owner, within fourteen calendar days of receipt of the Agreement and any required Performance and Payment bonds signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Owner not execute the Agreement within such period, the bidder may provide a written notice of withdraw of his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

**NOTICE TO PROCEED**

The Owner will issue the Notice to Proceed within fourteen calendar days after the Agreement is fully executed. Should there be reasons why the Notice to Proceed cannot be issued within such period; the time may be extended by mutual agreement between the Owner and Contractor. If the Notice to Proceed has not been issued within the acceptable period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.

**OTHER REQUIREMENTS**

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

The successful bidder shall abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause set forth in the General Conditions.

The successful bidder will be required to supply the names and addresses of major material suppliers and subcontractors to the Owner as part of their bid and within fourteen calendar days of receipt of the Notice to Proceed (supplemental to the Schedule of Subcontractors provided with bid). In the event that major suppliers or subcontractors differ from those provided during bidding the Contractor will be required to provide a fully executed subcontractor release in strict conformance to the California Subletting and Subcontracting Fair Practices Act Public Code Section 4100-4113.

The successful bidder shall supply submittals information in accordance with the submittals section of the contract documents.

**CULTURAL MONITORING**

**Cultural monitoring is required under this contract agreement for any ground disturbing activities.** During construction the Contractor is to adhere to the requirements of Section 013591 Constraints and Mitigation in the event of discovery of sensitive items as defined and explained therein. **It is the responsibility of the contractor to notify the owner 72 hours prior to conducting ground disturbing activities. Cultural Monitor will be provided by the Trinidad Rancheria at no cost to the contractor.**

**FEDERAL REQUIREMENTS**

1. The work to be performed under this Contract is on a project subject to section 7(b) of the Indian Self- Determination and Education Assistance Act (25 U.S.C. 450e (b) which requires that to the greatest extent feasible: (a) preference and opportunities for training and employment shall be given to Indians; and (b) preferences in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. The parties to this Contract shall comply with the provisions of section 7(b) of this Act. In connection with this Contract, the Contractor shall, to the greatest extent feasible, give preference in the award of any subcontracts to Indian organizations and Indian-owned Economic Enterprises, and preferences and opportunities for training and employment to Indians. The Contractor shall include this section 7(b) clause in every subcontract in connection with the Contract, and shall, at the direction of the Owner, take appropriate action pursuant to the subcontract upon a finding by the Owner that the subcontractor has violated this section 7(b) clause of this Act.
2. Compliance with Executive Order 11246 of September 24, 1965 entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (All construction contracts awarded in excess of $10,000).
3. Compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3) (All contracts and sub grants for construction or repair).
4. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR part 5) (Construction contracts in excess of $2,000 when required by Federal grant program legislation).
5. Compliance with Sections 103 and 107 of the contract Work Hours and Safety Standards Act (40 U.S.C.).
6. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5) (Construction contracts in excess of $2,000, and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers).
7. Access to and retention of records for a period of three (3) years relating to this Project as required by 24 CFR 85.36(j) (10) and (11). Cooperation and provision of all necessary information and documentation as may be required for reporting relating to this project.
8. Affirmative steps to assure that minority firms, women’s business enterprises, and labor surplus area firms are used when possible (24 CFR 85.36(e); E.O. 11625).
9. No award or subcontract at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension”.
10. Compliance with the provisions of the Hatch Act (5 U.S.C. 1501-1508) and the Intergovernmental Personnel Act of 1970 as amended by Title VI of Civil Service Reform Act (Pub. L. 95-454 Section 4728) prohibiting use of federally appropriated funds for influencing or attempting to influence the award of any federal monies and to make such reports and disclosures as are required there under. The signing of the contract in which this Attachment is referenced is a certification of agreed compliance.
11. Prohibition against personal or financial interest in or benefit from this contract obtained by certain affiliates, associates, board members or employees of the Owner or its grantees, either from themselves, or their families, or business associates, during their tenure or for one year thereafter.
12. Compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821, et seq.) and implementing regulations at 24 CFR 570.608, as well as compliance with the requirements regarding asbestos of 40 CFR Part 61 and 40 CFR Part 763, as well as 29 CFR 1910.1001 and 1926.58.
13. Except as Indian Preference requirements, compliance with prohibitions against discrimination as provided by Title VI of the Civil Rights Act of 1976 (Pub. L. 88-352), Age Discrimination Act of 1975, and the implementing regulations at 24 CFR Part 146, Section 504 of the Rehabilitation Act of 1973, as amended, 24 CFR Part 8, title VIII of the Civil Rights Act of 1968; 25 U.S.C. 1301-1303.
14. In part, because of agreements regarding the monies utilized to fund this contract and federal requirements, the Owner has reserved certain rights to licenses and copyrights regarding work developed, or purchases made, relating to said funds.