# INSTRUCTIONS TO BIDDERS

**1. Preparation and Availability of Bid Form; Deadline for Receipt of Bids**

Each bid on the attached form shall be sealed and submitted to the District at such time and place as is stated in the Notice To Bidders, not later than 12:30 p.m. on Monday, January 25, 2027. The District suggests that bids be hand delivered in order to ensure their timely receipt. Any bids received after the time stated, regardless of the reason, shall be returned, unopened, to the bidder. The District will not accept any bids or bid modifications submitted by facsimile or electronic mail transmission.

Use the District Bid Form and complete the bid total for the entire Project, and the supporting campus-level pricing worksheets in Section 3. The District procurement contact is Scott Bentley, Assistant Superintendent, sbentley@ycusd.org, phone 530-822-7621; proposals must be physically delivered to Yuba City Unified School District, Technology Support Office, Attn: Marina Acosta, 750 N. Palora Avenue, Yuba City, CA 95991. Each bid must cover all campuses listed in Exhibit A. Provide separate E-Rate eligible/ineligible cost allocation by campus, but the one unconditional pre-discount package total governs California low-bid comparison. Cross-project discounts between Group 1 and Group 2 will not be considered.

All blanks in the bid form must be appropriately filled in, and all prices must be stated in both words and figures. All items on the form shall be filled out in ink. Numbers should be stated in figures, and the signatures of all individuals must be in long hand. The completed form should be without interlineations, alterations, or erasures. If a different price is stated in words than is stated in figures, the price stated in words shall be the price bid.

The initial Notice, Instructions, and available Contract Documents will be posted or made available through the District and EPC as identified in the Notice. The full Exhibit A technical packet will be issued to all interested bidders at the same time it is uploaded or referenced in EPC, no later than November 18, 2026. The District may require advance registration for site-map security, but will provide equal access on reasonable, nondiscriminatory terms. Attendance at the mandatory walkthrough remains a separate stated condition of bidding.

QUESTIONS CONCERNING BID DOCUMENTS: Written questions shall be submitted only to Johnna Hensen erate@adtechgroup.com by January 6, 2027, at 10:00 AM. The District will provide written answers and material clarifications by public addendum made available to all prospective bidders through the same EPC solicitation and District bidding channel. Oral answers and private communications are not binding.

E-RATE COMPETITIVE BIDDING PERIOD AND ADDENDA. The District will initiate the E-Rate competitive bidding process by certifying FCC Form 470 through the E-Rate Productivity Center (“EPC”) and making the applicable solicitation documents available to prospective bidders.

The District will allow a minimum of twenty-eight (28) calendar days for the E-Rate competitive bidding process, calculated in accordance with applicable FCC and USAC requirements. Where substantive bidding documents, including Exhibit A (Scope of Work), are first issued after certification of FCC Form 470, the District will allow twenty-eight (28) calendar days following their distribution and posting to EPC before selecting a contractor.

Bids shall be submitted by the date and time specified in the Notice to Bidders. Following expiration of the applicable E-Rate waiting period and the bid submission deadline, the District will publicly open the bids, evaluate them in accordance with the requirements of this solicitation and applicable law, and submit the proposed contract award to the District's governing board for consideration.

The District may issue written addenda to clarify or modify the bidding documents before the bid submission deadline. All addenda shall be distributed to prospective bidders on an equal basis and posted to EPC as required. Where an addendum materially affects the competitive bidding process, the District shall establish a revised bid submission deadline that preserves the applicable minimum bidding period required by FCC and USAC rules. Each bidder shall acknowledge receipt of all addenda in its bid submission.

## 2. Execution of Forms

Each bid shall give the full business address of the bidder and must be signed by the bidder or bidder's authorized representative with his or her usual signature. Bids by partnerships must furnish the full names of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters. Bids by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter. The name of each person signing shall also be typed or printed below the signature. When requested by the District, satisfactory evidence of the authority of the officer signing on behalf of the corporation or partnership shall be furnished. A bidder's failure to properly sign required forms may result in rejection of the bid. All bids must include the bidder's contractor license number(s) and expiration date(s).

## 3. Mandatory Site Walk

A mandatory, separately scheduled site walkthrough will be held for this Project on DECEMBER 16, 2026, 9:00 AM at Andros Karperos, 1700 Camino De Flores, Yuba City, CA 95993. A bidder must attend each site it bids, complete the designated sign-in and sign-out, and have a reasonable opportunity to review the same site information available to competitors. Failure to satisfy the announced mandatory attendance requirement for a site renders the bidder ineligible for that site only. An incomplete walkthrough disqualifies the bidder from bidding on this entire Project package, not merely one campus.

## 4. Requests for Information

A bidder's failure to request clarification or interpretation of an apparent error, inconsistency or ambiguity in the Contract Documents waives that bidder's right to thereafter claim entitlement to additional compensation based upon an ambiguity, inconsistency, or error, which should have been discovered by a reasonably prudent Contractor, subject only to the limitations of Public Contract Code § 1104. To the fullest extent permitted by law District expressly disclaims responsibility for assumptions a bidder may draw from the presence or absence of information in the bid documents. Any questions relative to the bid shall be in writing and directed to erate@adtechgroup.com. These requests shall be submitted by January 6, 2027, at 10:00 AM..

## 5. Bid Security

Bid proposals shall be accompanied by a certified or cashier's check or bid bond for an amount not less than ten percent (10%) of the bid amount, payable to the District. A bid bond shall be secured from an admitted surety company, licensed in the State of California, and satisfactory to the District. The bid security shall be given as a guarantee that the bidder will enter into the Contract if awarded the work, and in the case of refusal or failure to enter into the Contract within ten (10) calendar days after notification of the award of the Contract or failure to provide the payment and performance bonds and proof of insurance as required by the Contract Documents, the District shall have the right to award the Contract to another bidder and declare the bid security forfeited. The District reserves the right to pursue all other remedies in law or equity relating to such a breach including, but not limited to, seeking recovery of damages for breach of contract. Failure to provide bid security, or bid security in the proper amount, may result in rejection of the bid.

## 6. Faxed and Electronic Mail Bids

All bids must be under sealed cover. District will not accept any bids or bid modifications submitted by facsimile or electronic mail transmission.

## 7. Withdrawal of Bids

Bid proposals may be withdrawn by the bidders prior to the time fixed for the opening of bids, but may not be withdrawn for a period of sixty (60) days after the opening of bids, except as permitted pursuant to Public Contract Code § 5103.

**8. Addenda or Bulletins**

The District may issue addenda before opening in accordance with applicable law. All material amendments will be issued uniformly through EPC and District channels. If the final substantive scope, Exhibit A, or a material change is distributed later than the initial FCC Form 470 certification, the bid deadline shall be no earlier than the applicable 28-day waiting period following the latest distribution and EPC upload. The District also will observe the CUPCCAA newspaper and trade-journal notice periods measured from bid opening.

Please note: Bidders are responsible for ensuring that they have received any and all addenda. To this end, each Bidder should contact the Office of Purchasing to verify that he/she has received all Addenda issued, if any, prior to the bid opening.

**9. Agreements and Bonds**

The Agreement form, which the successful Bidder, as Contractor, will be required to execute, and the forms and amounts of surety bonds, which will be required to furnish at the time of execution of the Agreement, are included in the Contract Documents and shall be carefully examined by the Bidder. The required number of executed copies of the Agreement, the Performance Bond, and the Payment Bond is as specified in the Special Conditions.

The successful bidder shall be required to submit payment and performance bonds as specified in and using the bond forms included with the Contract Documents. All required bonds shall be based on the maximum total contract price as awarded, including additive alternates, if applicable. The Performance Bond must be executed by an admitted surety insurer approved to conduct business in the State of California which meets the highest standards the District is legally permitted to establish and which it has established. The District reserves the right to approve or reject the surety insurer selected by the Contractor and to require the Contractor to obtain a bond from a surety satisfactory to the District. Bonds shall be in the form set forth in the Contract Documents.

**10. Signing of Bids**

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom.

If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

Award by School-Site Bid Lot; California Low-Bid Rule; E-Rate Price Review

For this Project, the one named campus will constitute one indivisible bid package and one potential contract award. The District will determine bid responsiveness and bidder responsibility under California law. Subject to lawful rejection of all bids and governing Board approval, the District will award the entire package to the lowest responsible bidder submitting a responsive bid, based on the lowest total pre-discount price for all required work at all 2 campuses, including E-Rate eligible and ineligible work and any expressly specified mandatory allowances. A bidder must offer and be able to perform the complete advertised package; neither individual-campus awards nor post-bid selection of a different scope will be permitted.

PACKAGE BID AND AWARD UNIT. This solicitation comprises one formal public works project covering 3 campuses. The full package is the only unit for bid comparison and contract award. Every bidder must submit one unconditional package price and supporting campus-level E-Rate eligible/ineligible cost allocation. The campus schedules are for pricing transparency, reimbursement, invoicing, and contract administration, NOT separate bid lots. The District will not accept bids for fewer than all 2 campuses or award individual campuses under this

solicitation. Group 1 and Group 2 are separately advertised formal bid projects; there is no cross-project package award or discount.

Federal E-Rate compliance is a separate and cumulative condition of award. The District will document the E-Rate eligible price and ineligible price for the entire project package, supported by campus-level allocations, and use the cost of eligible products/services as its primary E-Rate evaluation factor. The District shall retain its matrix, cost allocation, bid comparisons, and reasons for disqualification.

E-RATE INTERNAL MATRIX (DOCUMENTATION; NOT A SUBSTITUTE FOR CALIFORNIA LOW BID). For the ENTIRE project package, if both eligible and ineligible components are required, the District proposes to document a 95-point eligible-price factor and 5-point ineligible-price factor, applying an objectively disclosed, consistent method to all responsive bids. Each factor shall use aggregated eligible or ineligible pricing across all campuses.

The District may reject all bids for the ENTIRE Project as permitted by Public Contract Code section 22038 and applicable law, or waive immaterial irregularities as permitted. The District is not offering campus-by-campus or partial awards. There is no entitlement to an award based on a combined discount spanning all separately advertised Project groups.

**11. Execution of Contract**

The successful bidder shall, within ten (10) calendar days of the Notice of Intent to Award of the Contract, sign and deliver to the District the executed contract along with the bonds and certificates of insurance required by the Contract Documents. In the event the successful bidder fails or refuses to execute the Contract or fails to provide the bonds and certificates as required, the District may declare the bidder's bid deposit or bond forfeited as liquidated damages and may award the work to the next lowest responsible, responsive bidder, or may reject all bids and, in its sole discretion, call for new bids. In all cases, the District reserves the right, without any liability, to cancel the award of Contract at any time prior to the full execution of the Contract.

**12. Modifications**

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms, nor make substitutions thereon. Oral, telephonic and electronic modifications will not be considered, unless the Notice to Bidders authorizes the submission of electronic bids and modifications thereto and such modifications are made in accordance with the Notice to Bidders.

**13. Erasures/Mutilation of Bid Documents**

The Bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid.

Contractors should not deface or mutilate the bid documents to the extent that they may not be usable for construction purposes. Bid documents obtained under deposit shall be returned within ten (10) days after bid opening.

**14. Examination of Site and Contract Documents**

Each bidder must attend the mandatory site walkthrough for each site lot it bids and investigate reasonably accessible conditions. The site itinerary, maps, and accessible information for each campus will be included in Exhibit A when issued. All bidders shall receive the same official substantive information. No person may enter a campus for bid inspection without the District's authorization.

Discrepancies in, and/or omissions from the Plans, Specifications or other Contract Documents or questions as to

their meaning shall be immediately brought to the attention of the District by submission of a written request for an interpretation or correction to the District. Such submission, if any, must be sent to erate@adtechgroup.com.

Any interpretation of the Contract Documents will be made only by written addenda duly issued and mailed or delivered to each person or firm who has obtained a set of Contract Documents directly from the District. The District will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any Bidder, and no Bidder should rely on any such oral interpretation.

Bids shall include complete compensation for all items that are noted in the Contract Documents as the responsibility of the Contractor.

**(a)** Each Bidder, by making its bid, represents that it has read and understands the Contract and Contract Documents and any and all related reports and information. After executing the Agreement, no consideration will be given to any claim of misunderstanding of the documents.

**(b)** Each Bidder, by making its bid, represents that it has visited the site(s), inspected the area of the work, and familiarized itself with the local conditions under which the work is to be performed, including sub-surface conditions, as appropriate. Such inspection shall specifically consider requirements for accessing the site and determining the work can be completed as required by, and as shown in, the Contract Documents.

**(c)** No bidder shall visit the site without prior authorization of the District. Bidders shall contact Johnna Hensen at erate@adtechgroup.com for site visits.

**15. Sales and Other Applicable Taxes, Permits, and Fees**

Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Contract Documents.

**16. Evidence of Responsibility**

Upon the request of the District, a Bidder whose bid is under consideration for the award of the Contract shall submit promptly to the District satisfactory evidence showing the Bidder's financial resources, the Bidder's construction experience in the type of work being required by the District, and the Bidder's organization available for the performance of the Contract and any other required evidence of the Bidder's qualifications to perform the Contract. The District may consider such evidence before making its decision awarding the Contract. Failure to submit requested evidence of a Bidder's responsibility to perform the Contract may result in rejection of the Bid.

**17. Bid Exceptions**

Bid exceptions are not allowed. If the Bidder has a comment regarding the bid documents or the scope of work, the Bidder shall submit those comments to the District for evaluation at least five (5) working days prior to the opening of the bids. No oral or telephonic modification of any bid submitted will be considered and a sealed written modification may be considered only if received prior to the opening of bids. Emailed or faxed bids or modifications will not be accepted.

**18. Discounts**

Any discounts which the bidder desires to provide the District must be stated clearly on the bid form itself so that the District can calculate the net cost of the bid proposal. Offers of discounts or additional services not delineated on the bid form will not be considered by the District in the determination of the lowest responsible responsive bidder.

**19. Quantities**

Bidders shall price the complete requirements of Exhibit A for all campuses in the advertised Project package.

Campus-level cost schedules are mandatory supporting detail but do not confer a right to a separate campus award. Material changes to quantities or scope after award must comply with California public contracting law and written change-order requirements.

**20. Prices; Containers Costs and Delivery**

Bidders must quote prices F.O.B. unless otherwise noted. Prices should be stated in the units specified and bidders should quote each item separately. All costs for containers shall be borne by the bidder. All products shall conform to the provisions set forth in the federal, county, state and city laws for their production, handling, processing and labeling. Packages shall be so constructed to ensure safe transportation to the point of delivery.

**21. Samples**

On request, samples of the products being bid shall be furnished to the District.

**22. Substitutions**

In describing any item, the use of a manufacturer or brand does not restrict bidding to that manufacturer or brand, but is intended only to indicate quality and type of item desired, except as provided in Public Contract Code § 3400. Substitute products may be considered either prior to or after the award of the Contract in accordance with § 3400 and as set forth in either the Special Conditions or the Specifications. All data substantiating the proposed substitute as an "equal" item shall be submitted with the written request for substitution. The District reserves the right to make all final decisions on product and vendor selection.

IF A PROPOSED SUBSTITUTION IS REJECTED, BIDDER SHALL BE RESPONSIBLE FOR PROVIDING THE ITEM OR PRODUCT OR WORK AS ORIGINALLY SPECIFIED AT NO ADDITIONAL COST TO THE DISTRICT. THE DISTRICT HAS THE COMPLETE AND SOLE DISCRETION TO DETERMINE IF AN ITEM OR ARTICLE IS AN EQUAL ITEM.

**23. Bid Negotiations**

A bid response to any specific item of the bid using terms such as "negotiable," "will negotiate," or similar phrases, will be considered non-responsive.

**24. Prevailing Law**

In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. All equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state and federal law, including, but not limited to, Labor Code §§ 1771, 1778 and 1779.

**25. Allowances**

An "allowance" means an amount included in the bid proposal for work that may or may not be included in the Project, depending on conditions that will become known only after the Project is underway.

**26. Bidders Interested in More Than One Bid and Bidders Not Qualified to Bid**

No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to a Bidder, or that has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other Bidders or making a prime proposal. No person, firm, or corporation shall be allowed to bid who has participated in the preparation of contract specifications; a bid by such a person, firm, or corporation shall be determined to be nonresponsive.

Method of Determining Low Bid - Complete Project Package; No Partial Awards or Undisclosed Alternates

The low bid is the lowest complete TOTAL PRE-DISCOUNT PACKAGE BID for all work at all campuses listed in Exhibit A, including mandatory eligible items, mandatory ineligible items, taxes, freight, and any specifically stated mandatory allowances. A bidder that omits a required campus is nonresponsive. Campus-level detail and E-Rate cost allocation are required, but do not create separate award units. Cross-project Group 1/Group 2 discounts will not determine low bid. If alternates are authorized, they must be clearly advertised and the objective low-bid method established before publication under applicable law.

**27. Listing Subcontractors**

Pursuant to the Subletting and Subcontracting Fair Practices Act, Public Contract Code §§ 4100 et seq., every bidder shall, on the enclosed Subcontractor List Form, set forth:

**(a)** The name, license number, and location of the place of business of each Subcontractor who will perform work or labor or render service to the bidder in or about the work or fabricate and install work in an amount in excess of one-half of the one percent (0.5%) of the bidder's total bid.

**(b)** If the bidder fails to specify a Subcontractor for any portion of the work to be performed under the Contract in excess of one-half of one percent (0.5%) of the bidder's total bid, bidder agrees that bidder is fully qualified to and shall perform that portion of the work. The successful bidder shall not, without the written consent of the District or compliance with Public Contract Code §§ 4100 et seq., either:

1) Substitute any person as Subcontractor in place of the Subcontractor designated in the original bid;

2) Permit any subcontract to be voluntarily assigned or transferred or allow the work to be performed by anyone other than the original Subcontractor listed in the bid; or

3) Sublet or subcontract any portion of the work in excess of one-half of one percent (0.5%) of the total bid as to which the bidder's original bid did not designate a Subcontractor.

**28. Form and Approval of Contract**

The Contract Documents must be approved by the Board of Trustees of the District. The bidder selected by the District shall execute the contract provided by the District.

**29. Denial of Right to Bid**

Contractors or Subcontractors who have violated state law governing public works shall be denied the right to bid on this public works contract pursuant to Labor Code § 1777.7.

**30. Contractor's State License Board and Certifications**

Contractors and Subcontractors are required by law to be licensed and regulated by the California Contractors' License Board. Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all Bidders must possess proper licenses for performance of this Contract prior to submittal of bid documents. Subcontractors must possess the appropriate licenses for each specialty subcontracted prior to submittal of bid documents. Pursuant to Section 7028.5 of the Business and Professions Code, the District shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be non-responsive, and the District shall reject the Bid. The District shall have the right to request, and Bidders shall provide within five (5) calendar days, evidence satisfactory to the District of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract.

Bidder must have all certifications and/or factory authorizations required for the project prior to submittal of the Bid including, but not limited to, the specified manufacturer certifications described in the Special Conditions

section of this document. Subcontractors must have all certifications and/or factory authorizations required for each specialty subcontract prior to submittal of the Bid including, but not limited to, the specified manufacturer certifications described in the Special Conditions section of this document.

**31. Fingerprinting**

By law it is the District's responsibility to determine whether a contractor must provide fingerprint certification. Pursuant to Education Code § 45125.2, the District considers the totality of the circumstances in order to determine if fingerprinting of employees of a contractor working on a school site is required. Factors to be considered include the length of time the contractor's employees are on school grounds, whether students are in proximity to the location where the contractor's employees are working, and whether the contractor's employees are working alone or with others.

**32. Labor Compliance Monitoring**

The project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations. In accordance with Labor Code § 1771.1, all bidders, contractors and subcontractors working at the site shall be duly registered with the Department of Industrial Relations at time of bid opening and at all relevant times. Proof of registration shall be provided as to all such contractors prior to the commencement of any work.

**33. Retention**

Retention shall be five percent (5%) of progress payments, subject to the Contract Documents and applicable California law. Any change to this amount must be supported and announced before bidding.

**34. Disabled Veteran Business Enterprises**

Compliance with Disabled Veteran Business Enterprise ("DVBE") contracting goals is NOT required for this project. Although, minority, women and disabled veteran contractors are encouraged to submit bids.

**35. Bid Protests**

A bidder may protest the bidding process for the project only by filing a written protest with the Assistant Superintendent, Scott Bentley at sbentley@ycusd.org in accordance with the procedures set forth in this section. The District will not consider any verbal protests (e.g., by telephone) or any protests sent by electronic mail to any address other than that listed above. In order for a protest to be valid and considered by the District, the protest must: (a) be filed not later than seventy-two (72) hours after the end of the bid opening; (b) clearly identify the bidder on whose behalf the protest is being filed, together with the name, address and telephone number of the person representing the bidder for purposes of the protest; (c) clearly identify the specific bidding process, bid or award of the Contract being protested; (d) clearly identify and describe in detail the specific basis or bases for the protest and all facts relevant thereto and in support thereof; (e) clearly identify all references to the specific portions of all documents relevant to the protest; (f) clearly identify and describe in detail all arguments in support of the protest, including, without limitation, any citations to all legal authorities; and (g) be submitted with all documentation that is relevant to and supports the basis or bases underlying the protest.

If a protest filed by a Bidder does not comply with each and every one of the foregoing requirements, the District may reject the protest as invalid. If a Bidder files a valid protest, the District shall review the protest and all relevant information and documents and will provide written decision to the protesting bidder. In response to a protest, the District may decline to award a contract, may award a contract to a bidder other than as previously intended, or may award a contract to a bidder as previously intended despite the protest. Such action by the District shall be a condition precedent to the filing of any claim or demand and to the initiation of any action (legal or equitable) or other proceeding arising from the matter(s) protested.

COMPLIANCE WITH THE FOREGOING REQUIREMENTS IS MANDATORY. Each bidder that desires to protest must file a protest in accordance with the foregoing requirements, and no bidder may rely on a protest by another bidder as a means of satisfying such requirements. Compliance with the foregoing requirements is the sole

and exclusive means of protesting the bidding process, any bid, and/or the intended award of a contract for the project, and failure to so comply shall be deemed and construed as a waiver of any and all rights the Bidder may have to pursue a claim, demand or action based on the bidding, any bids, and/or any contract awarded for the Project.

**36. Ethics in Bidding**

The District expects the Bidders to maintain high ethical standards in engaging in the competitive bidding process. The bid amount of one Bidder should not be divulged to another before the award of the subcontract or order, nor should it be used by Contractor to secure a lower proposal from another Bidder on that project (bid shopping). Subcontractors or suppliers should not request information from the Contractor regarding any sub-bid in order to submit a lower proposal on that project (bid peddling). The District will consider any Bidder found to be engaging in such practices to be a non-responsible Bidder and may reject its bid on that ground.

**37. Insurance Requirements**

The successful Bidder shall procure the insurance in the form and in the amount specified in the Contract Documents.

**38. Debarment of Contractors and Subcontractors**

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code sections 1777.1 or 1777.7. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the District. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

**39. Public Records**

All documents included in the bids become the exclusive property of the District upon submittal to the District. All Bids and other documents submitted in response to the Notice to Contractors Calling for Bids become a matter of public record, except for information contained in such bids deemed to be trade secrets, as defined in California Civil Code Section 3426.1. A Bidder that indiscriminately marks all or most of its Bid as exempt from disclosure as a public record, whether by the notations of "Trade Secret," "Confidential," "Proprietary," or otherwise, may render the Bid non-responsive and rejected. The District is not liable or responsible for the disclosure of such records, including those exempt from disclosure if disclosure is deemed required by law by an order of court, or which occurs through inadvertence, mistake or negligence on the part of the District or its officers, employees or agents. At such time as Bids are deemed a matter of public record, pursuant to the above, any Bidder or other party shall be afforded access for inspection and/or copying of such bids, by request made to the District in conformity with the California Public Records Act, Government Code § 7290.000 et seq.

**42. Prequalification**

PREQUALIFICATION: This Contract is not subject to prequalification.

[END OF INSTRUCTIONS TO BIDDERS]