

**PALO VERDE COMMUNITY COLLEGE DISTRICT**  
**REQUEST FOR QUALIFICATIONS/PROPOSALS**

**Interior LED Lighting for 2015-16**

The Palo Verde Community College District invites responses to this Request for Qualifications/Proposals ("RFQ/RFP") from qualified firms, partnerships, corporations, associations, or professional organizations to provide services for the Interior LED Lighting project ("Project").

Respondents to this RFQ/RFP should submit one original and five copies of the requested materials and all supporting documentation in a sealed envelope labeled "Request for Qualifications/Proposals for the Interior Lighting Project" to:

Palo Verde Community College District  
Attn: Stephanie M. Slagan  
1 College Drive  
Blythe, CA 92225

**Site Visit.** An optional pre-bid conference and site visit will be held on January 28, 2016, at 1:00 p.m. sharp, meeting at the Administrative Services Department, 1 College Drive, Blythe, California. The site visit is expected to take approximately 1.5 hour(s).

**All responses must be received before 4:00 p.m., February 5, 2016. It is the respondent's responsibility to ensure timely delivery to the specified location.**

Should you have any questions concerning the information contained in this RFQ/RFP document, please submit them with the title "Request for Qualifications/Proposals for the Interior LED Lighting Project" via e-mail or fax no later than **4:00 p.m., February 1, 2016** to Stephanie Slagan, Administrative Services Technician via email at [stephanie.slagan@paloverde.edu](mailto:stephanie.slagan@paloverde.edu) or via facsimile at 760.922.0230.

## **BACKGROUND**

The Palo Verde Community College District ("District") is seeking Request for Qualifications/Proposals ("RFQ/RFP") submissions from experienced entities to provide services for the Interior LED project ("Project").

The District reserves the right to conduct interviews either in person or by telephone of firms responding to this RFQ/RFP. If interviews are to be conducted in person, the District will inform the firm to be interviewed at least three days prior to the interview. The key proposed Project staff will be expected to attend the interview.

## **LIMITATIONS**

The District makes no representation that participation in the RFQ/RFP process will lead to an award of contract or any consideration whatsoever. The District shall in no event be responsible for the cost of preparing any proposal in response to this RFQ/RFP. The awarding of the contract, if at all, is at the sole discretion of the District.

## **RESTRICTIONS ON LOBBYING AND CONTACTS**

From the period beginning on the date of the issuance of this RFQ/RFP and ending on the date of the award of the contract(s), no person, or entity submitting in response to this RFQ/RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means or engage in any discussion regarding this RFQ/RFP, the evaluation or selection process, or the award of the contract(s) with any member of the District, Board of Trustees, selection members, or any member of a District appointed committee. Any such contact shall be grounds for the disqualification of the proposer.

## **PROJECT DESCRIPTION AND PROJECT BUDGET**

Palo Verde Community College District (PVCCD) desires to engage a supplier to supply the replacement of interior fluorescent lamps to new LED light luminaires and drivers inside of the College Services building at Palo Verde College. This project has been identified as energy efficiency improvements to the District with any contract(s) to be procured under the authority of California Government Code Section 4217.10 through 4217.18.

The District's goal is to improve the energy efficiency performance of the interior lighting systems and to improve maintenance costs through the use of various utility incentives and the Prop 39 program.

## **SCOPE OF WORK**

### **Project Implementation**

1. Supply qualified luminaires and drivers as per the performance criteria outlined in in the LED lighting specifications.
2. Provide all necessary equipment, hardware, adapters, and any other materials necessary for a quality installation.
3. Supplier shall warrant and replace all defective LED luminaires and drivers thereof for a period of no less than ten (10) years.

4. Where an Emergency lighting fixture exists the inclusion of an LED battery backup system is required.
5. All LED luminaires, equipment, hardware, adapters and any other materials necessary for a quality and compliant installation be supplied by Supplier under written contract which shall be in a form provided by and acceptable to the District.
6. All luminaries must meet the specifications and approved for use by Southern California Edison.

#### **Post Installation Activities Including Administration**

7. Following District acceptance, produce final project reporting to the District including a final product list of all the LED lighting luminaires and drivers in PDF and hardcopy.
8. Assist the District in the preparation of all documentation including validation of the cost associated with the project as part of the final CCC/IOU Partnership auditing.
9. Coordinate with the CCC/IOU Partnership for a final review of all energy savings and construction cost estimates to ensure accuracy and compliance.
10. Complete Proposition 39 Job Tracking Report.

# LED LIGHTING SPECIFICATIONS (INTERIOR)

This is an Energy Savings Project and the approved system must be able to achieve reduction in wattage used to be not less than 40% after LED retro fit

## **2x4 Hanging Pendant 2 Lamps**

- Replace 2-32W Fluorescent tubes with LED retro fit kit, with a single driver per two fixtures or four lamps

## **2x4 Troffer 3 Lamps**

- Replace 3-32W Fluorescent tubes with LED retro fit kit, with a single driver per fixture

## **2x4 Troffer 2 Lamps**

- Replace 2-32W Fluorescent tubes with LED retro fit kit, with a single driver per fixture

## **2x2 Troffer 2 Lamps**

- Replace 2-17W Fluorescent tubes with LED retro fit kit, with a single driver per fixture

## **2x1 Troffer 1 Lamp**

- Replace 1-17W Fluorescent tubes with LED retro fit kit, with a single driver per fixture

## **1x4 Wall Mounted 1 Lamp**

- Replace 1-17W Fluorescent tubes with LED retro fit kit, with a single driver per fixture

## **Bi-Level Switching:**

- If Bi-level switching is required the system must allow the use of two drivers per fixture to power individual LED Arrays to achieve Bi-level switching.

## **Retro Fit Kit Specification**

- Efficacy rate :< 125 LM/W as measured at 3500K
- Color Rendering Index: (CRI) >80 (+/-0.5)
- Color Temperature: 4100K (+/- 200K)
- Color Temperature: 5000K (+/- 200K) (when required) Min efficacy 140 lm/w
- Must have Frosted Lens and Volumetric Lens/Cover (req'd for SCE incentive)
- 10 year Warranty (product replacement only)
- Must be UL Listed
- Must be DLC Certified
- **MUST qualify for incentive program from SCE**

## **Driver Specification**

- Voltage:100-277VAC 50-60 Hz with 0-10V dimming function
- Power Factor: (PF) >0.95
- Total Harmonic Distortion (THD) <10% ; Measured at 277 Volt
- Must be UL listed
- Driver be multi-channel and operate 1-2-3 or 4 tubes per fixture-Drivers with Fixed wattage are not acceptable – Driver must have dimming capability
- 10 year Warranty (product replacement only)
- Drivers/Fixtures must be Demand Response Ready – requirement of new T24

## **FIXTURE & TUBE QUANTITY EXISTING**

QTY	Fixtures
120	2X4 HANGING PENDANT 2 LAMPS
44	2X4 TROFFER 2 LAMP
289	2X4 TROFFER 3 LAMP
66	2X2 TROFFER 2 LAMP
36	2X1 TROFFER 1 LAMP
1211	4' TUBES
168	2' TUBES

The District intends to select one or more firms that the District deems qualified and best meets the District's needs to provide construction services for the Project. The District intends to procure the Project pursuant to Government Code section 4217.10 et seq. and Proposition 39. The District will evaluate information and will select the bidder who meets the best interests of the District, as solely determined by the District, or will reject all bids.

### **REQUIRED INFORMATION AND FORMAT**

In order to be considered to submit a bid for the Project, the responding individuals or firms must submit an RFQ/RFP response using as a minimum the following criteria. The individual or firm should state why it believes it is qualified to provide the services requested in the RFQ/RFP. The individual or official of the firm who has the power to bind the firm contractually must sign the RFQ/RFP response. All materials submitted to the District in response to this RFQ/RFP shall remain property of the District. The District is not liable or responsible for the disclosure of RFQ/RFP responses, or portion thereof, deemed to be public records, including those exempt from disclosure if disclosure is by law, by an order Court, or which occurs through inadvertence, mistake or negligence on the part of the District or its agents or representatives.

Please note that incomplete answers will be cause for submittal rejection. Please provide the RFQ/RFP response with the following items in the specified order:

**1. Cover Letter**

Provide a cover letter signed by your firm's principal that includes the firm's understanding of the work to be accomplished, and a brief general statement confirming your interest in and ability to perform the requested services and construct the listed project.

**2. Qualifications**

The firm must have a minimum of five years professional experience in the field of public school construction and demonstrated expertise in successful projects of similar or larger size and scope. Please provide the following information:

**a. Firm Information** – Provide the following information related to your firm:

- i. Firm name, telephone number, mailing address, and name of person to contact about this RFQ/RFP.
- ii. Brief history of your firm, including the number of years the firm has been in the construction business, any other types of business conducted by the firm, the year the firm was established, the location of the main office, and the location of any branch offices.
- iii. Identify your firm's legal form (corporation, partnership, joint venture, or sole proprietor), ownership, and senior officials of the firm.
- iv. Provide the volume of construction in dollars for each of the past five years.
- v. Provide a statement on financial resources, bonding capacity, and insurance coverage.
- vi. Identify the proportion of public school projects for the firm's overall business and the proportion of community college district versus K-12 district work for public school projects.
- vii. Provide a statement indicating any and all suits or claims in which your firm or its personnel instigated or defended against litigation regarding construction projects within the last five years.
- viii. Provide your contractor license number and whether the license has been revoked or suspended in the last five years.
- ix. Description of your firms' experience with respect to the areas of school or similar construction over the past five years. Specifically, please provide:
  - a. A list of all projects the firm has been involved with for the past five years where the total contract exceed \$50,000.00 per project. Within that list provide:
    - i. All projects involving public or private schools and colleges;
    - ii. Contact names and telephone numbers for the owners of those projects and indicate which key personnel of the firm worked on each project.
  - b. A list of the projects the firm has successfully completed that had some or all of the following obstacles, including the solutions you created to overcome these obstacles:
    - i. Aggressive schedule;
    - ii. Significant budgetary restrictions;
    - iii. Be prepared to expand on how you accommodated the complexity of the project and your client's needs, minimized your client's inconveniences, and maximized safety.

**b. Project Approach** – Review the details of the Project from the District and provide the following:

- i. A preliminary cost estimate with a detailed breakdown;
  - ii. Describe in detail your approach and methods for carrying out the scope of work for the Project; and
  - iii. A preliminary schedule for completing the Project by April 30, 2016
- c. **Assurances** – The firm must acknowledge each of the following items and confirm that it will be willing and able to perform these items:
- i. Work cooperatively with District and the design team, and all of the other trade contractors on site to ensure the Project is delivered on time and within budget.
  - ii. Coordinate and attend job site meetings, as needed.
- d. **Proposed Project Team** – Please set forth the qualifications and experience of the key personnel who will be working on the Project.

### 3. Proposals

- a. **Submittal of Bids.** Sealed Bids must be received by **4:00 p.m., February 5, 2016**, at the Palo Verde College Administrative Services Department, located at 1 College Drive, Blythe, California, at or after which time the bids will be opened and publicly read aloud. The precise time will be established by the clock located in the Administrative Services department. Any claim by a Bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code. It is the Bidder's responsibility to ensure timely delivery to the specified location. Any bid that is submitted after this time shall be non-responsive and returned to the Bidder.
- b. **Site Visit.** An optional pre-bid conference and site visit will be held on January 28, 2016 at 1:00 p.m. sharp, meeting at the Administrative Services Department, 1 College Drive, Blythe, California. The site visit is expected to take approximately 1.5 hour(s).
- c. **Contractor's License Classification.** The Bidder is required to possess the following State of California Contractor License: (Not Applicable). The Bidder's license(s) must remain active and in good standing throughout the term of the Contract.
- d. **Bid Form.** All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.
- e. **Prevailing Wage Rates. DIR Regulations Regarding Public Works Projects.** The Department of Industrial Relations (DIR) requires all contractors, subcontractors and service providers who perform work on a Public Works project to be registered with the DIR in accordance with Labor Code Section 1725.5. The District's Procurement department will verify every purchase order and request proof of DIR registration from contractors and or request the contractor to be registered. It is the responsibility of the Contractor performing public works projects at the District to be registered with the DIR **prior** to performing any public work (public works as defined by Labor Code section 1720 -1771). If the contractor/vendor cannot obtain the appropriate DIR registration number, the District cannot do business with this company. This DIR registration requirement applies to subcontractors who perform public works as well. It shall be the Supplier's obligation

to provide the District with written evidence of compliance with these requirements by all of its subcontractors. All such public works shall also be subject to prevailing wage compliance monitoring and enforcement by the DIR, including but not limited to submission of certified payrolls as required by DIR.

- f. Labor Compliance Monitoring.** This Project is subject to labor compliance monitoring and enforcement by the Compliance Monitoring Unit of the Department of Industrial Relations pursuant to Labor Code sections 1771.55 and 1771.75 and subject to the requirements of section 16450 et seq. of Title 8 of the California Code of Regulations. Contractors and subcontractors must register as Public Works Contractors with the Department of Industrial Relations. The Contractor and all Subcontractors under the Contractor shall furnish certified payroll records directly to the Labor Commissioner weekly and within ten (10) days of any request by the District or the Labor Commissioner in accordance with section 16461 of the California Code of Regulations. The successful Bidder shall comply with all requirements of Division 2, Part 7, Chapter 1, of the Labor Code commencing with section 1771.5.
- g. Bid Documents.** Drawing, Specification and Contract Documents will be available on the [www.paloverde.edu](http://www.paloverde.edu) website.
- h. Award of Contract.** The District shall award the Contract, if it awards it at all, to the bidder that best meets the interests of the District, as solely determined by the District.
- i. Waiver of Irregularities.** The Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. Unless otherwise required by law, no Bidder may withdraw its bid for ninety (90) days after the date of the bid opening.
- j. Submission of Bid signifies careful examination of Contract Documents and complete understanding of the nature, extent, and location of Work to be performed.** Bidders must complete the tasks listed below as a condition to bidding, and submission of a Bid shall constitute the Bidder's express representation to District that Bidder has fully completed the following:

  - i. Bidder has visited the Site, if required, and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;
  - ii. Bidder has conducted or obtained and has understood all examinations, investigations, explorations, tests, reports, and studies that pertain to the subsurface conditions, as-built conditions, underground facilities, and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance, or furnishing of Work, as Bidder considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time, and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by Bidder for such purposes;
  - iii. Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents;



- iv. Bidder has given the District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the actual conditions, and the written resolution thereof by the District is acceptable to Bidder;
  - v. Bidder has made a complete disclosure in writing to the District of all facts bearing upon any possible interest, direct or indirect, that Bidder believes any representative of the District or other officer or employee of the District presently has or will have in this Contract or in the performance thereof or in any portion of the profits thereof;
  - vi. Bidder must, prior to bidding, perform the work, investigations, research, and analysis required by this document and that Bidder represented in its Bid Form and Proposal and the Agreement that it performed prior to bidding. Contractor under this Contract is charged with all information and knowledge that a reasonable bidder would ascertain from having performed this required work, investigation, research, and analysis. Bid prices must include entire cost of all work “incidental” to completion of the Work.
- k.** Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by the District. **Each Bidder must acknowledge each Addendum in its Bid Form and Proposal.** Each Addenda shall be part of the Contract Documents. A complete listing of Addenda may be secured from the District.
- l.** **The Bidder to whom Contract is awarded shall execute and submit the following documents by 3:00 p.m. of the SIXTH (6<sup>TH</sup>) calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles District to reject the bid as non-responsive.**
- i. Agreement: To be executed by successful Bidder. Submit four (4) copies, each bearing an original signature.
  - ii. **Insurance Certificates and Endorsements as required (reference Section 13 of General Conditions).**
    - (1) **Commercial General Liability**
    - (2) **Automobile Liability – Any Auto**
    - (3) **Workers Compensation**
    - (4) **Employers’ Liability**
    - (5) **Builder’s Risk (Course of Construction)**
- m.** **Any bid protest by any Bidder regarding any other bid must be submitted in writing to the District, before 5:00 p.m. of the THIRD (3<sup>rd</sup>) business day following bid opening.**
- i. Only a Bidder who has actually submitted a bid, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a bid protest. Subcontractors are not eligible to submit bid protests. A Bidder may not rely on the bid protest submitted by another Bidder.
  - ii. A bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered.
  - iii. The protest must refer to the specific portions of all documents that form the bases for the protest.

- iv. The protest must include the name, address and telephone number of the person representing the protesting party.
  - v. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
  - vi. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.
- n.** District reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any bidder if District believes that it would not be in the best interest of the District to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. District also reserves the right to waive inconsequential deviations not involving price, time, or changes in the Work. For purposes of this paragraph, an “unbalanced bid” is one having nominal prices for some work items and/or enhanced prices for other work items.
- o.** Discrepancies between written words and figures, or words and numerals, **will be resolved in favor of numerals or figures.**

### **DISTRICT’S EVALUATION PROCESS**

The purpose of this RFQ/RFP is to enable the District to select the most qualified candidates to take part in the District’s RFP process and ultimately select one firm with whom the District intends to enter into negotiations for completion of the Project.

A review and selection committee that the District intends to be composed of key personnel from within and outside the District will review and evaluate all submitted documents received per this RFQ/RFP.

Submittals will be opened privately to assure confidentiality and avoid disclosure of the contents to competing firms prior to and during the review, evaluation and negotiation processes. However, to the extent that the submittals are public records under California law, the submittals may be released to the public, at the appropriate time, if requested by members of the public.

The following items, at a minimum, will be considered by the District in the selection process for a firm:

1. Responsiveness to the RFQ/RFP format.
2. Firm qualifications, demonstrated competence in like construction, and the firm’s ability to integrate its personnel with the District’s staff and consultants.
3. California community college district experience, or directly relevant similar experience of the firm and its proposed Project team.

4. Knowledge and understanding of the local environment and a local presence for interfacing with the District.
5. Qualifications and experience of the proposed Project team, especially the Project manager, superintendent, and the individual leading the bidding effort. The District will expect the firm to commit the Project team not later than the date of the interview (if applicable), but preferably in the submittal. The contract will specify the Project team by name, and individuals will only be replaced with the specific authorization of the District.
6. Proposed pricing and scheduling information provided in the RFQ/RFP response.
7. Proposed methods and overall strategic plan to accomplish the Project work in a timely and competent manner within the District's constraints and timeframes.

### **INTERVIEWS, SELECTION**

The District may conduct interviews with the most qualified firms that respond to this RFQ/RFP. The District will select candidates which it determines, in its sole discretion, to be most qualified. The District reserves the right to select the candidates deemed most suitable by the District to complete the Project. The District further reserves the right to reject any or all submittals pursuant to this RFQ/RFP.

# Workers' Compensation Certification

## RESPONDENT'S CERTIFICATION REGARDING WORKERS' COMPENSATION

State of California Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

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Proper Name of Bidder

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*Signature of Authorized Agent/Officer*

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Date

In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.

# Qualification Certification

I, \_\_\_\_\_, the \_\_\_\_\_ of the firm, hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted by the respondent in connection with this submittal and all of the representations made herein are true and correct and that the respondent named below is legally authorized to enter into contracts with the District.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2013 at \_\_\_\_\_ County, California.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name of Responsible Financial Agent

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Authorized Agent Signature

\_\_\_\_\_  
Phone

\_\_\_\_\_  
E-mail address

\_\_\_\_\_  
Fax

Federal Tax ID # \_\_\_\_\_



## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. Person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note:** *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to IRS Form W-9.*

**Foreign Person.** If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specified the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a **nonresident alien or a foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must withhold and pay to the IRS 30% of such payments (29% **after** December 31, 2003; 28% **after** December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part 6 instructions given

below for details), or

3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part 4 instructions and the separate **Instructions for the Requester of Form W-9**.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### PART 1—PAYEE DATA (NAME)

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle the name of the person or entity whose number you enter in Part 3 of the form.

**Sole proprietor.** Enter your **individual** name as shown on your social security card in the "Name" box of Part 1. You may enter your business, trade, or "doing business as (DBA)" name in the "Business Name" box. **You may not enter only the business name.**

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701.3, **enter the owner's name in the "Name" box.** Enter the LLC's name in the "Business Name" box.

**Other entities.** Enter your business name as shown on required Federal tax documents in the "Name" box. This name should match the name shown on the charter or other legal documents creating the entity. You may enter any business, trade, or DBA name in the "Business name" box.

**PART 2—PAYEE ENTITY TYPE.** Please check appropriate box.

**Note:** *You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).*

### PART 3—PAYEE'S TAXPAYER IDENTIFICATION NUMBER (TIN)

**Enter your TIN in the appropriate box.** If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor**, the District and **the IRS prefer that you enter your social security number.** **The State of California Employment Development Department requires your SSN on the DE542 report.**

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** in Part 1), **enter your SSN**. If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note:** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at [www.ssa.gov/online/sst.html](http://www.ssa.gov/online/sst.html). You may also get this form by calling 1-800-772-1213. Use **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS's internet Web Site at [www.irs.gov](http://www.irs.gov).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

**PART 4—EXEMPT FROM BACKUP WITHHOLDING**

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in Part 4.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note:** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is **not required** on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities;
6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States.
9. A futures commission merchant registered with the commodity Futures Trading Commission;
10. A real estate investment trust;
11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
12. A common trust fund operated by a bank under section 584(a);
13. A financial institution;
14. A middleman known in the investment community as a nominee or custodian; or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

If the payment is for...	THEN the payment is exempt for...
Interest and dividend payments	All exempt recipients except for <b>9</b>
Broker transactions	Exempt recipients <b>1</b> through <b>13</b> . Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients <b>1</b> through <b>5</b>
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients <b>1</b> through <b>7</b> <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are **not exempt** from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

**PART 5—RESIDENCY STATUS**

Each corporation, individual, sole proprietor, partnership, estate or trust doing business with the MiraCosta Community College District must indicate their residency status along with their taxpayer identification number.

A **corporation** will be considered a "resident" if it has a permanent place of business in California. The corporation has a permanent place of business in California if it is organized and existing under the laws of this state or, if a foreign corporation, has qualified to transact intrastate business. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in this state only if it maintains a permanent office in this state that is permanently staffed by its employees.

For **individuals/sole proprietors**, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose, which will extend over a long or indefinite period, will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For withholding purposes, a **partnership** is considered a resident partnership if it has a permanent place of business in California. An estate is considered a California estate if the decedent was a California resident at the time of death and a trust is considered a California trust if at least one trustee is a California resident.

More information on residency status can be obtained by calling the Franchise Tax Board at the numbers listed below:

From within the United States, call ..... 1-800-338-0505

From outside the United States, call ..... 1-916-845-6600

For hearing impaired with TDD, call ..... 1-800-822-6268

**Are You Subject To Nonresident Withholding?**

Payments made to nonresident payees, including corporations, individuals, partnerships, estates and trusts, are subject to withholding. Nonresident payees performing services in California or receiving rent, lease or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are \$1500 or less for the calendar year.

A nonresident payee may request that income taxes be withheld at a lower rate or waived by sending a completed form FTB 588 to the address below. A waiver will



generally be granted when a payee has a history of filing California returns and making timely estimated payments. If payee activity is carried on outside of California or partially outside of California, a waiver or reduced withholding rate may be granted. For more information, contact:

Franchise Tax Board  
 Nonresident Withholding Section  
 Attention: State Agency Withholding Coordinator  
 PO Box 651 Sacramento, CA 95812-0651  
 Telephone: (916) 845-4900  
 FAX: (916) 845-4831

**If the Franchise Tax Board has authorized a reduced rate of withholding or waiver, attach a copy to this form.**

**PART 6—CERTIFICATION**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign the PAYEE DATA RECORD Form. The withholding agent may request you to sign even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in PART 2 should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payment to corporations).
5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified state tuition program payments (under section 529), IRA or Archer MSA contributions or**

**distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**PART 7—TYPE OF BUSINESS ENTERPRISE**

Please check every box that applies and attach appropriate certification.

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-Called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner— <b>See Footnote 3</b>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner— <b>See 5 above and Footnote 3.</b>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

**What Name/Number to Give the Requester**

<sup>1</sup> List first and circle the name of the persons whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> **You must show your individual name**, but you may also enter your business or "DBA" name. **The District and the IRS prefer that you provide your SSN. The District needs your SSN for State of California EDD DE542 reporting purposes. You may provide both you SSN and your EIN. The SSN will only be used for State of California EDD DE542 reporting; your EIN will be used for IRS 1009MISC reporting**

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note:** *If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed*

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**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

## **PROPOSAL FORM**

TO: Palo Verde Community College District, acting by and through its Governing Board, herein called "DISTRICT".

1. Pursuant to and in compliance with your Request for Proposals and other documents relating thereto, the undersigned Respondent, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform within the time stipulated, the contract, including all of its component parts, and everything required to be performed, including its acceptance by the DISTRICT, and to provide and furnish any and all materials, tools, expendable equipment, and deliver all items required in connection with the Interior LED Lighting project for the Palo Verde College in the DISTRICT described above, all in strict conformance with the drawings and other contract documents on file at the Purchasing Office of said DISTRICT for amounts set forth herein.
  
2. ADDENDA: The undersigned has thoroughly examined any and all Addenda (if any) issued during the Proposal period and is thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: (Respondent to list all addenda).

ADDENDUM NO.	DATE RECEIVED
ADDENDUM NO.	DATE RECEIVED

3. **\*PROPOSED PRICE- SUPPLIES**

TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:  
PRICE SHOULD BE PER ITEM

	<b>RETROFIT KIT FOR 2X4 PENDANT 2 LAMPS</b>
	<b>RETROFIT KIT FOR 2X4 TROFFER 2 LAMPS</b>
	<b>RETROFIT KIT FOR 2X4 TROFFER 3 LAMPS</b>
	<b>RETROFIT KIT FOR 2X2 TROFFER 2 LAMPS</b>
	<b>RETROFIT KIT FOR 2X2 TROFFER 3 LAMPS</b>
	<b>SHIPPING COST (PERCENTAGE)</b>
	<b>DISCOUNT (PERCENTAGE)</b>

**TIME FOR COMPLETION:** The DISTRICT may give a notice to proceed within ninety (90) days of the award of the Proposal by the DISTRICT. Once the BIDDER has received the notice to proceed, the **BIDDER shall have all items delivered by April 30, 2016.** Time is of the essence. The undersigned agrees that failure to deliver the items within the time set forth herein will result in the imposition of liquidated damages for each consecutive calendar day of delay in the amount of **Two Hundred and Fifty Dollars (\$250).** (Government Code Section 53069.85)

In the event that the DISTRICT desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the BIDDER, giving the notice to proceed may be postponed by the DISTRICT. It is further expressly understood by the BIDDER, that the BIDDER shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

If the BIDDER believes that a postponement will cause a hardship to it, BIDDER may terminate the contract with written notice to the DISTRICT within ten (10) days after receipt by the BIDDER of the DISTRICT's notice of postponement. It is further understood by the BIDDER that in the event that the BIDDER terminates the Contract as a result of postponement by the DISTRICT, the DISTRICT shall only be obligated to pay the BIDDER for work performed by the BIDDER at the time of notification of postponement. Should the BIDDER terminate the contract as a result of a notice of postponement, the DISTRICT shall have the authority to award the contract to the next lowest responsible Respondent.

District reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any bidder if District believes that it would not be in the best interest of the District to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. District also reserves the right to waive inconsequential deviations not involving price, time, or changes in the Work. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for some work items and/or enhanced prices for other work items.

The required Non-Collusion Declaration is attached hereto.

It is understood and agreed that if written notice of the acceptance of this Proposal is mailed, telegraphed, or delivered to the undersigned after the opening of the Proposal, and within the time this Proposal is required to remain open, or at any time thereafter before this Proposal is withdrawn, the undersigned will execute and deliver to the DISTRICT a contract in the form attached hereto in accordance with the Proposal as accepted, and that he will also furnish and deliver to the DISTRICT the Performance Bond and Payment Bond, all within five (5) calendar days after receipt of notification of award, and that the work under the contract shall be commenced by the undersigned Respondent, if awarded the contract, by the start date provided in the DISTRICT's Notice to Proceed, and shall be completed by the BIDDER in the time specified in the contract documents.

Notice of Intent to Award Contract or other correspondence should be addressed to the undersigned at the address stated below.

**The Bidder to whom Contract is awarded shall execute and submit all documents by 3:00 p.m. of the SIXTH (6<sup>TH</sup>) calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles District to reject the bid as non-responsive.**

Pursuant to Government Code Section 4552, in submitting a Proposal to the DISTRICT, the Respondent offers and agrees that if the Proposal is accepted, it will assign to the DISTRICT all rights, title, and interest in, and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Business and Professions Code Sections 16700, et seq.), arising from the purchase of goods, materials, or services by the Respondent for sale to the DISTRICT pursuant to the Proposal. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment to the Respondent.

The Respondent declares that he/she has carefully examined the location of the proposed work, that he/she has examined all component parts of the RFP and all information provided by DISTRICT related thereto, including the proposed Design-Build Agreement, and read the accompanying instructions to Respondents, and hereby proposes and agrees, if this Proposal is accepted, to furnish all services, equipment, and materials and do all work required to complete the said Project in accordance with the RFP, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Proposal Form.

The Respondent is familiar with Government Code Sections 12650, et seq., and Penal Code Section 72 and understands that false claims can lead to imprisonment.

**I, the below-indicated Respondent, declare under penalty of perjury that the information provided and representations made in this Proposal are true and correct.**

---

Proper Name of Respondent

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Address

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By:

Date:

**NOTE:** *If Respondent is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if Respondent is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if Respondent is an individual, his signature shall be placed above.*

**All signatures must be made in permanent blue ink.**

**\* ACKNOWLEDGMENT OF PRACTICES REGARDING INDEMNITY**

TO: Palo Verde Community College District

RE: Interior LED Lighting Project

Please be advised that with respect to the above-referenced PROJECT the undersigned BIDDER on behalf of itself and all subcontractors hereby waives the benefits and protection of Labor Code Section 3864, which provides:

“If an action as provided in this chapter is prosecuted by the employee, the employer, or both jointly against the third person results in judgment against such third person, or settlement by such third person, the employer shall have no liability to reimburse or hold such third person harmless on such judgment or settlement in the absence of a written agreement to do so executed prior to the injury.”

This Agreement has been signed by an authorized representative of the contracting party and shall be binding upon its successors and assignees. The undersigned further agrees to promptly notify the DISTRICT of any changes of ownership of the contracting party or any subcontractor while this Agreement is in force.

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Contracting Party

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Name of Agent/Title

**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**  
**Public Contract Code Section 7106**  
**Non-Collusion**

**Interior LED Lighting Project**

The undersigned declares:

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date],  
at \_\_\_\_\_ [city], \_\_\_\_\_ [state]."

Date: \_\_\_\_\_

Proper Name of Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

END OF DOCUMENT

**WORKERS' COMPENSATION CERTIFICATION**

**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

PROJECT/CONTRACT NO.: **Interior LED Lighting Project** ("Project" or "Contract") between Palo Verde Community College District ("District" or "Owner") and \_\_\_\_\_ ("Contractor" or "Bidder"). Labor Code section 3700 in relevant part provides:

Every employer except the state shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

I am aware of the provisions of section 3700 of the Labor Code which require 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.

Date: \_\_\_\_\_

Proper Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

(In accordance with Labor Code sections 1860 and 1861, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)



**DRUG-FREE WORKPLACE CERTIFICATION**  
**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

PROJECT/CONTRACT NO.: **Interior LEP Lighting Project** between Palo Verde Community College District ("District") and \_\_\_\_\_ ("Contractor" or "Bidder").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
  - (1) The dangers of drug abuse in the workplace.
  - (2) The person's or organization's policy of maintaining a drug-free workplace.
  - (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
  - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: \_\_\_\_\_

Proper Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

**PRODUCT GUARANTEE**

Guarantee for \_\_\_\_\_ . We hereby guarantee that the Interior LED Lighting products purchased are in accordance with the Contract Documents, including without limitation, the specifications, and that the product purchased will fulfill the requirements included in the Proposal Documents. The undersigned and its surety agree to replace any and all such product, together with an adjacent products displaced in connection with such replacement, that may prove to be defective in workmanship or material with a period of 10 (ten) years from the recordation of the notice of delivery of the above mentioned items by the DISTRICT, ordinary wear and tear and unusual abuse or neglect accepted.

In the event the undersigned or its surety fail to comply with the above-mentioned condition within a reasonable period of time, as determined by the DISTRICT, but not later that 10 (ten) days after being notified in writing by the DISTRICT, the undersigned and its surety authorize the DISTRICT to proceed to have said defects replaced and made good at the expense of the undersigned and its surety, who will pay the costs and charges therefor upon demand. The undersigned and its surety shall be jointly and severally liable for any costs arising from the DISTRICT's enforcement of this guarantee.

Countersigned

\_\_\_\_\_  
(Proper Named)

\_\_\_\_\_  
(Proper Named)

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

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

\_\_\_\_\_  
(Signature of Company Official)

\_\_\_\_\_  
(Signature if Company Official)

Representative to be contacted for Service:

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

## **AGREEMENT FORM**

**THIS AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ in the County Of Riverside, State of California, by and between Palo Verde Community College District, hereinafter called the "DISTRICT", and \_\_\_\_\_, hereinafter called the "COMPANY".

**WITNESSETH** that the DISTRICT and the COMPANY for the consideration stated herein agree as follows:

**ARTICLE I - SCOPE OF WORK:** The COMPANY shall furnish all materials required in connection with Interior LED Lighting Project at Palo Verde College in strict accordance with the contract documents enumerated in Article 7 below. The COMPANY shall be liable to the DISTRICT for any damages arising as a result of a failure to comply with that obligation, and the COMPANY shall not be excused with respect to any failure to so comply by an act or omission of the Architect, Engineer, Inspector, Division of the State Architect (DSA), or representative of any of them, unless such act or omission actually prevents the COMPANY from fully complying with the contract documents and the COMPANY protests, in accordance with the contract documents, that the act or omission is preventing the COMPANY OR from fully complying with the contract documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT office within seven (7) days of the date of occurrence of such act or omission preventing the COMPANY from fully complying with the Contract Documents.

**ARTICLE 2 - TIME OF COMPLETION:** The DISTRICT may give notice to proceed within ninety (90) days of the award of the Proposal by the DISTRICT. Once the COMPANY has received a notice to proceed, **the COMPANY shall have all items delivered by April 29, 2016.** It is expressly understood that time is of the essence.

In the event that the DISTRICT desires to postpone giving the notice to proceed beyond this ninety (60) day period, it is expressly understood that with reasonable notice to the CONTRACTOR, giving the notice to proceed may be postponed by the DISTRICT. It is further expressly understood by the CONTRACTOR, that the COMPANY shall not be entitled to any claim of additional compensation as a result of the DISTRICT's postponement of giving the notice to proceed.

If the COMPANY believes that a postponement will cause hardship to it, the COMPANY may terminate the contract with written notice to the DISTRICT within ten (10) days after receipt by the COMPANY of the DISTRICT's notice of postponement. It is further understood by the COMPANY that in the event that the COMPANY terminates the contract as a result of postponement by the DISTRICT, the DISTRICT shall only be obligated to pay the COMPANY for the work performed by the COMPANY at the time of notification of postponement. Should the COMPANY terminate the contract as a result of a notice of postponement, the DISTRICT shall have the authority to award the contract to the next lowest responsible Respondent.

**ARTICLE 3 - LIQUIDATED DAMAGES:** It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the COMPANY will pay the DISTRICT the sum

of two hundred and fifty dollars (\$250) per calendar day for each and every day of delay beyond the time set forth in Article 2 of this Agreement for delivering product as liquidated damages and not as a penalty or forfeiture. In the event the same is not paid, the COMPANY further agrees that the DISTRICT may deduct such amount thereof from any money due or that may become due the COMPANY under the contract. This Article shall not be construed as preventing the DISTRICT from the recovery of damages under provisions of the contract documents.

**ARTICLE 4 - CONTRACT PRICE:** The DISTRICT shall pay to the COMPANY as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, no to exceed the sum of DOLLARS (\$ ), said sum being the total amount stipulated in the Proposal. Pricing shall be valid and remain in effect for 6 (six) months following the acceptance of the contract. Payment shall be issued within 30 days of delivery of items or services, provided no dispute exists. Item costs and Breakdowns are as Follows:

(Cost is Per Item)

	RETROFIT KIT FOR 2X4 PENDANT 2 LAMPS
	RETROFIT KIT FOR 2X4 TROFFER 2 LAMPS
	RETROFIT KIT FOR 2X4 TROFFER 3 LAMPS
	RETROFIT KIT FOR 2X2 TROFFER 2 LAMPS
	RETROFIT KIT FOR 2X2 TROFFER 3 LAMPS
	SHIPPING COST (PERCENTAGE)
	DISCOUNT (PERCENTAGE)

**ARTICLE 5 - HOLD HARMLESS/ INDEMNITY:** COMPANY shall defend, indemnify and hold harmless DISTRICT, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, COMPANY shall protect and defend, at its own expense, DISTRICT, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorneys' fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

COMPANY, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its

officers, agents or employees in any action, suit or other proceedings as a result thereof.

**ARTICLE 6 - PROVISIONS REQUIRED BY LAW:** Each and every provision of law and clause required to be inserted in this contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.

**ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT:** The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Request for Proposals and Attachments Thereto  
Non-Collusion Declaration  
Proposal Guarantee Form  
Proposal Form  
Certificate Regarding Worker's Compensation Acknowledgment of Practices Regarding Indemnity Agreement Form  
Guarantee  
General Conditions  
All Addenda as Issued  
Attachments

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

**ARTICLE 8 - RECORD AUDIT:** In accordance with Government Code Section 8546.7, records of both the DISTRICT and the COMPANY shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

**IN WITNESS WHEREOF**, this Agreement has been duly executed by the above named parties, on the day and year first above written.

Palo Verde Community College District

COMPANY

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

\_\_\_\_\_  
Typed or Printed Name

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

\_\_\_\_\_  
Title

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed

\_\_\_\_\_  
Title (Authorized Officers or Agents)

\_\_\_\_\_  
Signature

(Corporate Seal)