

Photocopy your business
card here (District
Representative)

RETURN TO:
Gina Bailey, Purchasing Services
Foothill De Anza Comm. College Dist.
12345 El Monte Rd.
Los Altos Hills, CA 94022
(650) 949-6165
(650) 948-5194 fax

DUE ON: **(Date and Time)**

FIRM:

RFQ #: (quote #)

INSTRUCTIONS TO BIDDERS: COMPLETE, SIGN, AND SUBMIT ALL PAGES
OF THIS RFQ TO DISTRICT PURCHASING SERVICES BY THE DUE DATE
SHOWN ABOVE AND TO THE INDIVIDUAL LISTED ABOVE.

LUMP SUM - REQUEST FOR QUOTATION
FOR PUBLIC WORKS PROJECTS UNDER \$15,000

TO: Foothill De Anza Community College District, herein called Owner:

Pursuant to and in compliance with our Contract Documents relating to:

(insert project description here)

Contractors Scope of Work:

(Indicate the scope of work to be performed here)

CONTRACT DOCUMENTS:

The following listed (X) documents are attached here to and are incorporated herein by this reference. In addition to this RFQ Form, said documents constitute the Contract Documents and are the terms and conditions.

☒ Labor & Materials Contract Terms and Conditions (2 Pages)

☐ General Conditions Construction/Service

☒ Drawings (1 Sheet)

☐ Insurance Exhibit "A"

☐ Bid Bond Exhibit "B"

☐ Performance Bond Exhibit "C-2" } Submit within seven (7) calendar days

☐ Payment Bond Exhibit "C-1" } from request

☒ Designation of Subcontractors Exhibit "D"

☐ Liquidated Damages Exhibit "E" at per day

☐ A standard for telecommunications wiring for facilities operated by the Owner

☐ Confined Space Entry Program dated June 1996

☒ **Mandatory pre-bid conference and site inspection held at site on (date, time, location of conference)**

CONTRACT COMPLETION:

All Work/Performance under the Contract shall commence within *Seven (7)* calendar days following Notice to Proceed.

Notice to Proceed will be issued in the form of a Purchase Order.

PAYMENT:

Lump sum payment following final completion by the contractor and acceptance of the project by the District.

BASIS FOR AWARD OF CONTRACT:

Contract shall be awarded to the "responsible bidder" submitting the lowest Base Quotation and the contract shall be for that amount.

Customer references may be a factor in the evaluation and award of this bid.

The Owner reserves the right to reject any or all bids.

[illegible]

BASIC WAGE RATES:

Workers employed in the work must be paid at the rate at least equal to the prevailing wage rates determined by the Director of Industrial Relations, State of California, pursuant to Labor Code Section 1773, which are on file at:

Foothill De Anza Community College District
Purchasing Services
(650) 949-6164
and

The State of California, Division of Labor Statistics and Research
www.dir.ca.gov/dlsr/statistics_research.html
(415) 703-4780

The undersigned bidder, having become thoroughly familiar with the terms and conditions of the Contract Documents and with local conditions affecting performance and the costs of the Work at the place where the Work is to be done and having fully inspected the site in all particulars, hereby proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents (including the furnishing of any and all labor and

materials) and do all the work required to construct and complete said work in accordance with the Contract documents, for the below stated sums of money:

BASE QUOTATION:

All labor, materials, services, and equipment necessary for the completion of the work as described above.

PRICE TO INCLUDE ALL APPLICABLE TAXES, PERMITS, FEES, LICENSES, ETC.

TOTAL BASE QUOTATION _____ DOLLARS

ADDS AND/OR DELETIONS:

The following adds and/or deletions may be selected at the Owners sole discretion:

NOT APPLICABLE

ADDENDA:

If an addendum is made to this bid by the Owner, Bidder must acknowledge receipt here.

Bidder acknowledges receipt of Addendum # ____, ____, ____.

FIRM: _____ PHONE: () _____

ADDRESS: _____

Street

Suite #

City

State

Zip Code

AUTHORIZED SIGNATURE: _____

DATE: _____

PRINT NAME: _____

CONTRACTOR'S LICENSE #: _____ EXPIRATION:

CONTRACTOR'S LICENSE CLASSIFICATION: _____

CASH DISCOUNT TERMS: ____ % ____ DAYS

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

LABOR & MATERIALS CONTRACT TERMS AND CONDITIONS

12345 El Monte Road, Los Altos Hills, CA 94022-4599

Foothill College

De Anza College

Purchasing Services

(650) 949-6164

You have been awarded a contract for a project at one of our campuses. The District *is* a political subdivision of the State of California. Therefore, any work requested by the District is considered to be public project, as defined by the *California Labor Code, Division 2, Part 7, Chapter 1, Article 1, Section 720*.

If this contract exceeds \$1,000.00, you are required to pay your workers the general prevailing rate of per diem wages (*California Labor Code, Section §1771*). A copy of the prevailing rate of per diem wages is available in the **Purchasing Services office** or at www.dir.ca.gov/dlsr/statistics_research.html.

The following Terms and Conditions also apply:

DAMAGES: The CONTRACTOR will be responsible for any damage to utility lines located and marked by the DISTRICT. Damage to utility lines not located by the DISTRICT or identifiable by a reasonable examination of the site will be repaired by the DISTRICT.

DIMENSIONS & MEASUREMENTS All dimensions and measurements are approximate and should be verified by an on site inspection. Responsibility for verification by whatever means is necessary in the opinion of the CONTRACTOR is its responsibility. CONTRACTORS will not be permitted to increase prices based on failure to confirm actual square footage, obstructions, or other conditions relative to the individual sites.

APPRENTICEABLE OCCUPATIONS: The CONTRACTOR shall be responsible for compliance with *Labor Code Section §1777.5* for all Apprenticeable Occupations on contracts involving \$30,000 or more or requiring 20 working days, or to contracts of specialty contractors not bidding for workthrough a general or prime contractor, involving \$2,000 or more, or requiring 5 working days.

SUBCONTRACTORS: The CONTRACTOR shall be solely responsible for any and all work done by its subcontractors, or other employees; and all orders or instructions from the DISTRICT shall be through it to them. It shall be the CONTRACTOR'S duty to see that all of its subcontractors commence work properly at the proper time, and carry it on with due diligence so that they do not delay or injure either work or materials, and that all damage caused by the subcontractor or its workers are properly made good by them or by the CONTRACTOR and at the CONTRACTOR'S cost. All SUBCONTRACTORS proposed to do work under this contract shall be listed in accord with *Government Code §4104*.

CLEANING UP: The CONTRACTOR shall at all times keep the construction area, including storage areas **used by it**, free from accumulations of waste material or rubbish and prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment, and materials not the property of the DISTRICT. Upon completion of the construction, the CONTRACTOR shall leave the work and premises in a clean, neat and workmanship condition satisfactory to the DISTRICT inspector.

TECHNICAL INQUIRIES: Questions concerning the technical aspect of this project should be directed to the Purchasing Services office, (650) 949-6164, Monday-Friday, 8:00 a.m. to 5:00 p.m.

(over)

Dec-97

Accounting Services: (650) 949-6253 — Business Services: (650) 949-6200 — Employee Benefits: (650) 949-6225
Employment Services: (650) 949-6217 — Facilities and Construction Management: (650) 949-6156 — Human Resources: (650) 949-6224
Education Technology Services: (650) 949-6271 — Risk Management (650) 949-6146 — Purchasing Services: (650) 949-6164

1. LABOR AND MATERIALS: The Contractor shall furnish all labor, materials, mechanical workmanship, transportation, equipment and services necessary or the erection, installation and completion of work described in this contract and in accordance with the plan (if any) and specifications (if any) and other contract documents.
2. SUB-CONTRACTORS: Subcontractors, if any, engaged by the Contractor for the service shall be subject to the approval of the District. Contractor shall be held responsible for all operations of subcontractors and shall require them to maintain adequate Worker's Compensation and public liability insurance.
3. SAFETY AND SECURITY: It shall be the responsibility of the Contractor to ascertain from the District the rules and regulations pertaining to safety, security and driving on school grounds, particularly when students are present. It is also the contractor's responsibility to be in full compliance with all relevant health and safety laws.
4. DEFAULT BY CONTRACTOR: Failure to comply with any of the terms and/or conditions of this contract shall constitute default by the Contractor.
5. GUARANTEES: The Contractor shall guarantee all labor and materials used in the performance of this contract for a period of 90 days from the date of acceptance by the District.
6. CONTRACT CHANGES: No changes or alterations to this contract shall be made without specific prior approval by the District; and in no event shall the change or alteration exceed 10% of Contract and/or Purchase Order.
7. DOCUMENT CONFLICT: In case of conflict between specifications and drawings and/or actual site conditions, work shall immediately cease until the conflict is resolved by a District representative.
8. WORKERS:
 - a) Contractor shall at all times enforce strict discipline and good order among employees and shall not employ on work any unfit person or anyone not skilled in work assigned.
 - b) Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from work and shall not again be employed on it except with written consent of the District.
9. SUBSTITUTION: No substitutions of materials specified shall be made without the prior approval of the District.
10. CONTRACTOR SUPERVISION: Contractor shall provide competent supervision of personnel employed on the job, use of equipment and quality of workmanship.
11. PROTECTION OF WORK & PROPERTY:

The Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights and watchers for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. In an emergency affecting life and safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from the District, is hereby permitted to act, at Contractor's discretion, to prevent such threatened loss or injury.
12. ACCESS TO WORK: District representatives shall at all times have access to work, wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.
13. OCCUPANCY: District reserves the right to occupy buildings at any time before contract completion and such occupancy shall not constitute final acceptance of any part of work covered by this contract, nor shall such occupancy extend the date specified for completion of the work.
14. ASSIGNMENT OF CONTRACT AND/OR PURCHASE ORDER: The supplier shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the District.
15. FORCE MAJURE CLAUSE: The parties to the Agreement shall be excused for performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike loss or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactorily established that the non-performance is not due to the fault or the neglect of the party not performing.
16. HOLD HARMLESS CLAUSE: The supplier shall hold harmless and indemnify the District, its officers and employees from:
 - a) Any injury to person or property sustained by any person, firm or corporation, employed directly or indirectly by Contractor upon or in connection with performance under this Contract or Purchase Order, however caused;
 - b) Any injury to person or property sustained by any person, firm or corporation, caused by any act, neglect or default, or omission of the supplier or of any person, firm or corporation, directly or indirectly employed or in connection with performance under the contract and/or Purchase Order, and,
 - c) Any liability which may arise from the furnishing or use of any copyrighted composition, secret process, or patented or unpatented invention, under the Contract or Purchase Order.
17. INSURANCE: The supplier shall maintain adequate insurance to protect from claims under Workers Compensation Acts,

and from claims for damages for personal injury, including death, and damage to property, which may arise from operation under the Contract. Upon the District's acceptance of the contract, the supplier agrees to file a certificate of such insurance with the District, naming the District as additional insured to those policies.

18. PAYMENT: Unless otherwise specified, the Contractor shall render invoices in duplicate for materials delivered or services performed under the Contract. The District shall make payment for materials, supplies, or other services furnished under this Contract within a reasonable and proper time after acceptance thereof by the authorized DISTRICT representative.

19. PERMITS & LICENSES: The Contractor and all employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, supplies or services herein listed.

20. SUPPLIER NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT: While engaged in carrying out the terms and conditions of the purchase order, the supplier is an independent contractor, and not an officer, employee, or agent of the District.

21. ANTI-DISCRIMINATION: It is the Policy of the Foothill-De Anza Community College District, that in connection with all work performed under Construction and Purchasing Contracts, there be no discrimination in employment with regards to any person in the provision of any program or services based on race, color, national or ethnic origin, age, gender, religion, sexual orientation, marital status, or physical or mental disability; that it is in compliance with all Federal, State, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to demonstrate positively and aggressively the principle of equal opportunity in employment.

22. LABOR CODE: Contractor shall comply with the applicable provisions of the Labor Code, Division 2, Part 7, Chapt.. 1, Articles 1-5, including the payment of the general prevailing rate of per diem wages. Approved wage scales are on file in the District's Material Services Office, located at 12345 El Monte Road, Los Altos Hills, CA 04022.

23. CLEANING UP: Debris shall be removed from the premises. Job-site shall be free of debris at all times when work is not actually being performed.

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Exhibit D

Designation of Subcontractors

Bidder shall complete the form below for each subcontract that exceeds one-half of one percent (1/2%0 of the bidder's total base bid. A subcontractor is one who: 1) performs work or labor; or 2) provides a service to the bidder; or 3) specially fabricates and installs a portion of the work according to the plans and specifications. All work performed shall be in compliance with California Public Contract Code 4104.

NAME OF SUBCONTRACTOR

LOCATION

TRADE

By: _____
(bidders signature)