



SOLICITATION OF QUOTES

Date:

DISTRICT CONTACT

District Representative:

Email:

Telephone No:

PROJECT LOCATION

Site(s)

Building(s)/Room (s)

Address(es)

PROJECT INFORMATION

License(s)/Classification(s) required for this project:

Project Name:

Project Description:

The Contract Time for Project completion is _____ calendar days. Ligated Damages at the per diem rate is **\$250 per day**, until the Project is completed. Anticipated Start Date: _____ Anticipated Completion Date: _____

Project Allowance*
(if applicable)

*Written support documents
will be required prior to
proceeding with an
allowance scope*

An Allowance* of \$_____ is established for the Project and shall be used only as authorized by the District for:

ATTACHMENTS AS PART OF THIS SOLICITATION INCLUDE

- | | |
|---|---|
| <input type="checkbox"/> Attachment A-Scope of Work
<input type="checkbox"/> Attachment B-Specification(s)
<input type="checkbox"/> Attachment C-Plan(s)/Drawing(s) | <input type="checkbox"/> Attachment D- Report(s)
<input type="checkbox"/> Attachment E- Photo(s)
<input type="checkbox"/> Attachment F- Other(s): _____ |
|---|---|

JOB WALK: **Mandatory** **Optional** **No Job walk is Required for this Project.**

Date:	Time:	Job walk Location is at:
Address:		
Meet at:		

SUBMIT YOUR QUESTIONS REGARDING THE PROJECT PRIOR TO QUOTES DUE DATE

Submit your questions by	Date:	Time:	
Submit your questions to	Name:	Email:	

QUOTE SUBMITTAL REQUIREMENTS

Quote Due	Date:	Time:
Submit Quote to	<p align="center">***If a Bid Security is required, see the Instructions to Bidders #4, below.*** Otherwise, email your quotes to:</p>	

INSTRUCTIONS TO BIDDERS

1. **Quote Pricing.** A lump sum fixed price ("Proposed Price") for completing the Project and all other obligations under the Field Agreement for Services is required. Each Bidder must provide a break-down of the Proposed Price for allocation amongst the various portions of the Project. Numbers shall be stated in both words and figures on the Proposed Price. In the event of conflict or inconsistency between the written amount and numerical amount, the written amount shall supersede the numerical amount. The Proposed Price must include: (i) all District designated Allowances; and (ii) all Addenda, if issued by the District
2. **Quote Submittal.** All quotes shall be presented on the Bidder Quote form. Bidders submitting a Quote must review all information provided by the District relating to the Project, prior to submitting a Quote. The submission of a Quote is prima facie evidence of the Bidder's review of all District provided Project information. Quotes submitted after the date/time set forth above will not be accepted and will be rejected for non-responsiveness.
3. **Documents to Submit with the Quote.** The Bidder submits the following: (i) Bidder Quote; (ii) Non-Collusion Affidavit; (iii) Subcontractors List; and (iv) Bid Security (applicable to projects exceeding the contract value of \$25,000). Failure to submit all of the foregoing, completed, executed and notarized (as required) documents will result in rejection of the Quote for non-responsiveness.
4. **Bid Security (applicable to projects exceeding the contract value of \$25,000).** Concurrently with submittal of the Quote, each Bidder shall submit Bid Security in the form of a Bid Bond, cashier's check or cash in an amount equal to ten percent (10%) of the Bidder's Proposed Price. If a Bid Bond is submitted as Bid Security, the form and content must be as set forth in the Bid Bond. The Surety issuing the Bid Bond must be a California Admitted Surety Insurer. The District will return the Bid Security to all unsuccessful bidders.

Submit your quotes to:

Rancho Santiago Community College District
c/o Facility Planning, District Construction and Support Services
Attn: Facilities Bid
2323 North Broadway, Suite 109
Santa Ana, CA 92706

5. **Prevailing Wage Rates.** The Bidder awarded the Contract and all Subcontractors shall pay not less than the applicable prevailing wage rate for the classification(s) of labor provided by their respective workers. The prevailing wage rates are available for review at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.
6. **Contractors' License.** The Bidder must be a California licensed Contractor. A Quote submitted by a Bidder who does not hold a California Contractors' license in the foregoing classification(s) will be rejected for non-responsiveness.
7. **Designation of Subcontractors:** In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code Section 4100 et seq.) and any amendment thereof, each bidder shall list subcontractors on the District's Designated Subcontractors List form. This subcontractor list shall be submitted with the Quote and it is a required form.
8. **Modifications and Addenda.** Prior to the date/time for submitting Quotes, the District reserves the right to modify the scope or requirements of the Project and/or the Contract Documents by issuance of Addendum/Addenda. The District will distribute the addendum/addenda to potential Bidders. Bidders must acknowledge all addenda in the Quote; failure to do so will result in the rejection of the Quote for non-responsiveness.
9. **Rejection of Quotes.** The District reserves the right to reject any or all Quotes. If the District believes that it would not be in the best interest of the District to make an award, whether the Quote is not responsive or the Bidder is unqualified, doubtful of financial ability, or fails to meet any other pertinent standard or criteria established by the District. The District reserves the right to waive minor irregularities or informalities in the Quote.
10. **Award of Contract.** The Contract for the Work, if awarded, will be to the responsible Bidder submitting the lowest, responsive, Quote. The District will notify the successful Bidder of the award of the Contract. Within five (5) days of such notification, the successful Bidder must submit to the District the required documents as followed:
 - Signed Field Agreement for Services (*see draft document included for your reference only*)
 - Certified of Worker's Compensation Insurance Form, if not previously provided
 - Drug-Free Workplace Certificate Form
 - Submittal of Certified Payroll Record Submittal of Labor Commissioner Form (applicable for Maintenance projects exceeding the contract value of \$15,000 or Public Works Projects exceeding the contract value of \$25,000)
 - Labor & Materials Payment Bond; Performance Bond issued by a California admitted Surety (applicable to contract value exceeding the amount of \$25,000). Prior to commencement of the Work, the Bidder awarded the Contract shall deliver to the District two (2) each of Labor & Material Payment Bond and Performance Bond issued by the California Admitted Surety in the form and content included in the Contract Documents each (which shall be in a penal sum equal to One Hundred Percent (100%) of the Contract Price).
 - Certificate of Insurances and Endorsements
 - W-9, if not previously provided to the District

Failure of the successful Bidder to fully and timely comply with the foregoing may result in the District's rescission of the award of the Contract.

- 11. Insurance Requirements.** It is required that every Vendor and Contractor, working for the District meet the minimum insurance requirements. The successful Bidder will be required to submit its current and valid certificate of insurance and endorsements, if not previously provided to District. The Contractor is responsible to maintain the minimum coverage limits for the insurances policies during the entirety of the project.

Policy of Insurance	Minimum Coverage Limit
Workers' Compensation Insurance	Statutory Limits
Employer's Liability Insurance	One Million Dollars (\$1,000,000)
Commercial General Liability and Property Insurance.	Per Occurrence: One Million Dollars (\$1,000,000)
	Aggregate: Two Million Dollars (\$2,000,000)
Automobile Liability Insurance	Per Occurrence: One Million Dollars (\$1,000,000)
Contractor Pollution Liability Insurance <i>*If required by the District</i>	Per Occurrence: One Million Dollars (\$1,000,000)
	Aggregate: Two Million Dollars (\$2,000,000)
Builder's Risk "All-Risk" Insurance <i>*If required by the District</i>	Full Insurable Value of the Work, with Seismic Coverage

The Rancho Santiago Community College District shall be named as an additional insured on the Commercial General Liability and Comprehensive Automobile Liability policies and documented by a written endorsement. Contractor grants to the District a waiver of any right to subrogation which any insurer of Contractor may acquire against District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effectuate this waiver of subrogation.

- 12. Parking Permit is Required.** A campus parking permit for the job walk is available for \$2 per day from any Day Permit Dispenser. The successful Bidder is responsible to purchase a parking permit for all vehicles for the duration of the project. This is not a reimbursable expense. Note, parking fee is subject to change annually.
- 13. Accommodations for American with Disabilities Participation for Job Walk.** It is the intention of the Rancho Santiago Community College District to comply with the Americans with Disabilities Acts (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance, the Rancho Santiago Community College District will attempt to accommodate you in every reasonable manner. Please contact the District Representative, _____ three business days prior to the meeting to inform us of your particular needs so that appropriate accommodations may be made.
- 14. Mandatory Job Walk, if applicable.** The District Representative may conduct a mandatory Job-Walk at the time(s) and place(s) designated in the Solicitation of Quote form. The failure of any Bidder to have its authorized representative present at the entirety of the Job-Walk will render the Bidder Quote to be non-responsive. The attendance by representatives of the Bidder's Subcontractors at a Mandatory Job Walk without attendance by a representative of the Bidder shall not be sufficient to meet the Bidder's obligations hereunder and will render the Bidder Quote to be non-responsive. The Bidder representative who does not attend the Mandatory Job Walk will be rejected for non-responsiveness.
- 15. Warranty of Work.** If within one (1) year, or such other period set forth in the Contract Documents, any part of the Project or workmanship is found defective or not in compliance with the Contract Documents, the Contractor shall promptly correct, repair or replace such part of the Project or workmanship. If the Contractor fails to do so, the District may take necessary action to correct, replace or repair such Work or workmanship at the cost and expense of the Contractor.

ATTACHMENT A-SCOPE OF WORK

Rancho Santiago Community College District Rev201230

Form:

Project Name:

BIDDER QUOTE FORM

- 1. Addenda Acknowledgement.** The Bidder confirms the receipt of the addendum/addenda and have been reviewed by the Bidder. The Bidder incorporates and is inclusive of, all items or matters contained in all addenda issued by the District to the total cost of the Quote. **Bidder must acknowledge each addendum by the number with your initials** or this Quote shall be deemed as non-responsive. Acknowledgement and acceptance of the following addenda is hereby:

Enter the number of each addendum issued: _____ and provided your initials: _____

- 2. Quote Duration.** The total cost under this Quote will remain valid for ninety (90) days from the quote submittal deadline.
- 3. Bidder Representations.** By submitting this Quote, the Bidder warrants and represents to the District the following:
- 3.1. The Bidder has received and thoroughly reviewed all Project information provided, or made available, by the District. Based on this review, the Bidder fully understands the scope and other requirements of the Project.
 - 3.2. The Project information provided, or made available, by the District is adequate, feasible and complete for providing, completing and constructing the Project for the uses specified and intended. The Contract Time is sufficient for the Bidder to complete the Project and all other obligations under the Field Agreement for Services.
 - 3.3. The Bidder and its Subcontractors, if any, possess all necessary equipment, personnel, materials, facilities, financial resources and technical capability to complete the Project within the Contract Time.
 - 3.4. The individual executing this Quote on behalf of the Bidder is duly authorized to execute this Quote, submit this Quote to the District, thus binding the Bidder.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Company Name:	
Authorized Representative Name:	Title:
Email Address:	Contact No.:
Mailing Address:	
City, State, and Zip Code:	
Contractor's License No.:	
Classifications(s)/Certification(s):	
Department of Industrial Relations Registration No.:	

Signature:	
X _____	Date: _____

PROPOSED PRICE

4. Project Propose Price Cost Breakdown. The Proposed Quote is set forth in the table below and is broken- down among the Project Specifications Sections. If the table is not completed, your quote may be deemed non-responsive. *Prices are inclusive of all: (i) costs, including overhead, supervision and general administrative; and (ii) profit or contractor's fee.*

Division	Specifications Section	Price
01	General Requirements	\$
02	Demolition	\$
03	Concrete	\$
04	Masonry	\$
05	Metals	\$
06	Wood, Plastics, Composites	\$
07	Thermal and Moisture Protection	\$
08	Openings	\$
09	Finishes	\$
10	Specialties	\$
11	Equipment	\$
12	Furnishings	\$
13	Special Construction	\$
14	Conveying Equipment	\$
21	Fire Suppression	\$
22	Plumbing	\$
23	Heating, Ventilating, and Air Conditioning (HVAC)	\$
25	Integrated Automation	\$
26	Electrical	\$
27	Communications	\$
28	Electronic Safety and Security	\$
31	Earthwork	\$
32	Exterior Improvements	\$
33	Utilities	\$
34-Other	Describe work not included in any of the Division Specifications above.	\$
PART A	Base Price-Subtotal: Enter Sum of all specifications sections (1-34) in Part A - DO NOT LEAVE BLANK Written Amount:	Numerical Amount MUST be entered \$
PART B	Allowance-Refer to Project Allowance on Page 1 - DISTRICT USE ONLY Written Amount:	\$
PART C	Total Proposed Price: Enter Sum of Part A + Part B - DO NOT LEAVE BLANK Written Amount:	Numerical Amount MUST be entered \$

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA

COUNTY OF _____

I, _____ (Type or Print Name)
being first duly sworn, deposes and says that I am the _____ (Title)
of _____ (Bidder Name or Company),
the party submitting the foregoing Bid ("the Bidder"). In connection with the foregoing Bid, the undersigned
declares, states and certifies that:

1. The Quote is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Quote is genuine and not collusive or sham.
3. The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.
4. The Bidder has not in any manner, directly or indirectly, sought by Contract, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the Quote and related documents are true.
6. The Bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Authorized Representative Name:

Name Printed or Typed (above):

X

Signature (above) Date

DESIGNATED SUBCONTRACTORS LIST

(To be executed by the Bidder and submit with the Quote)

1. Bidder must list hereinafter the name and location of each subcontractor that will be employed, and the scope of Work that each will perform if the Contract is awarded to the Bidder. Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly identify the name and location of each subcontractor that will perform work or labor or render service to the Bidder in or about the construction of the Work in an amount in excess of one-half of one percent (1/2 of 1%) of Bidder's total Bid.
2. As to any Work that Bidder fails to list, Bidder agrees to perform that portion itself or be subjected to penalty under applicable law.
3. If alternate bids are called for and Bidder intends to use Subcontractors different from or in addition to those Subcontractors listed for work under the base Bid, Bidder must list Subcontractors that will perform Work in an amount in excess of one half of one percent (1/2 of 1%) of Bidder's total Bid, including alternates.
4. In case more than one subcontractor is named for the same scope of Work, state the portion that each will perform.
5. Bidder need not list entities that are only vendors or suppliers of materials.
6. Bidder must indicate which, if any, of these subcontractors are disabled veteran business enterprises (DVBE) and the estimated percentage of the Work those subcontractor(s) will perform.
7. Bidder must provide the Contactor State License Board number ("CSLB No.") for all listed subcontractors.
8. Bidder must provide the Department of Industrial Relations registration number ("DIR No.") for all listed subcontractors.
9. If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

I do not have any Subcontractor(s) on this project. (Please check this box, if applicable)

I certify and declare under penalty of perjury under the laws of the State of California that the below information is complete, true, and correct.

Authorized Representative Name:

X

Signature (above)

Date

DESIGNATED SUBCONTRACTORS LIST (CONTINUED)

Subcontractor Name:		
Subcontractor Office, Mill or Shop Address (Street, City, Zip Code):	Subcontractor Trade or Portion of Work:	
Subcontractor Contractor License(s)No/ Classification(s)/Certificate(s)	Department of Industrial Relations Registration Number (DIR No.)	If DVBE, Percent of Work: _____ %

Subcontractor Name:		
Subcontractor Office, Mill or Shop Address (Street, City, Zip Code):	Subcontractor Trade or Portion of Work:	
Subcontractor Contractor License(s)No/ Classification(s)/Certificate(s)	Department of Industrial Relations Registration Number (DIR No.)	If DVBE, Percent of Work: _____ %

Subcontractor Name:		
Subcontractor Office, Mill or Shop Address (Street, City, Zip Code):	Subcontractor Trade or Portion of Work:	
Subcontractor Contractor License(s)No/ Classification(s)/Certificate(s)	Department of Industrial Relations Registration Number (DIR No.)	If DVBE, Percent of Work: _____ %

Subcontractor Name:		
Subcontractor Office, Mill or Shop Address (Street, City, Zip Code):	Subcontractor Trade or Portion of Work:	
Subcontractor Contractor License(s)No/ Classification(s)/Certificate(s)	Department of Industrial Relations Registration Number (DIR No.)	If DVBE, Percent of Work: _____ %

Attach additional page(s) as required.

BID BOND

(Original- to be submitted with the Bidder Quote for the total contract value exceeding the amount of \$25,000)

KNOW ALL MEN BY THESE PRESENTS that we, _____
as Surety and _____
as Principal, are jointly and severally, along with their heirs, executors, administrators, successors and assigns, held and firmly bound unto RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT ("the Obligee") for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Quote to the Obligee for the Work commonly described as _____.

WHEREAS, subject to the terms of this Bond, the Surety and the Principal are jointly and severally firmly bound unto the Obligee in the penal sum equal to Ten Percent (10%) of the maximum amount of the Quote submitted by the Principal to the Obligee, inclusive of amounts proposed for additive Alternate Bid Items, if any.

NOW THEREFORE, if the Principal shall not withdraw said Quote within the period specified therein after the opening of the same, or, if no period be specified, for ninety (90) days after opening of Quote Due Date; and if the Principal is awarded the Contract, and shall within the period specified therefore, or if no period be specified, within five (5) days after the prescribed forms are presented to him for signature, enter into a written contract with the Obligee, in accordance with the Quote as accepted and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Quote within the period specified for the holding open of the Quote or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said Quote and the amount for which the Obligee may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Obligee in again solicitation for quotes, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or in the solicitation for quotes, the Work to be performed there under, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract, in the solicitation of quotes, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety and Principal shall be jointly and severally liable for payment to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorneys' fees.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____ day of _____, 20____ by their duly authorized agent or representative.

PRINCIPAL'S SIGNATURE	
Contractor-Principal Name:	_____
	X
By:	Signature _____
	Type or Print Name _____
Title:	_____
Note: Attach the Notary Public Acknowledgement of Principal's Signature	

SURETY'S SIGNATURE	
Surety's Name:	_____
	X
(Corporate Seal Here)	By: Signature of Attorney-In-Fact for Surety _____
	Type or Print Name of Attorney-in-Fact _____
Note: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature	

CONTACT INFORMATION FOR NOTICES TO THE SURETY	
Contact Name:	_____
Mailing to:	_____
	Street Address _____
	City, State, Zip Code _____
Email Address:	_____