

# **REQUEST FOR PROPOSALS NO. 15-002**

**Request for Qualifications**

**And**

**Fee Proposal For**

**Independent Audit Services**

**Gavilan Joint Community College District**

**Gavilan Joint Community College  
5055 Santa Teresa Boulevard  
Gilroy, CA 95020**

Contact: Wade W. Ellis, CPA  
Director, Business Services  
Telephone: (408) 848-4739  
FAX: (408) 226-4043

# TABLE OF CONTENTS

RFP #15-002

Description	Page Number
<b>Request for Qualifications and Fee Proposals</b>	<b>1</b>
<b>Part I – Annual Financial Audit</b>	<b>4</b>
<b>Part II – Audit for Proposition 39 Bond Funds</b>	<b>7</b>
<b>Responses to RFP</b>	<b>8</b>
<b>Specifications – Instructions to Proposer</b>	<b>11</b>
<b>Terms and Conditions</b>	<b>20</b>
<b>Special Provisions for Services</b>	<b>21</b>
<b>Non-Collusion Affidavit</b>	<b>22</b>
<b>Experience Statement</b>	<b>23</b>
<b>References</b>	<b>24</b>

**GAVILAN JOINT COMMUNITY COLLEGE DISTRICT  
REQUEST FOR QUALIFICATIONS AND FEE PROPOSALS (“RFP”) #15-002  
INDEPENDENT AUDIT SERVICES**

**A. GENERAL INFORMATION**

The Gavilan Joint Community College District (“District”) invites qualified Certified Public Accounting Firms (CPA) to submit written proposals for independent audit services. The requirements for submission of a response to this RFP, criteria to be considered by the District in award of a contract for independent audit services and the form of contract between the District and the CPA firm are set forth in this RFP.

1. Purpose of RFP. This RFP is a part of the process for the District’s selection and retention of a qualified Certified Public Accounting Firm to provide independent audit services for Gavilan Joint Community College District. Timely submitted RFP Responses will be evaluated by a selection committee to ascertain the Respondents’ respective qualifications, based on the criteria established in this RFP. Following the selection committee’s determination of which Respondents meet or exceed the qualifications standards set forth in this RFP, in the sole and exclusive discretion of the selection committee, Respondents deemed qualified will be requested to participate in an interview with the Selection Committee as part of the process for selection of a CPA.
2. RFP Activities; Timeline. The following is a description of the principal activities to be completed under this RFP and the timeline for completion of each activity. The following notwithstanding, the District expressly reserves the right to amend the extent, nature or scope of RFP activities and/or the timeline for commencing/completing RFP activities.

April 3, 2015	RFP is published on District Web site.
April 10, 2015	Last day for submittal of questions by faxed or email, no later than 2:00 P.M.
April 13, 2015	Responses to submitted questions faxed or emailed by 5:00 P.M.
April 24, 2015	Last day for submittal of RFP Responses submitted, no later than 12:00 Noon.
April 30, 2015	Interviews of one or more of the CPA Firms as determined by the Selection Committee.
May 12, 2015	Action of District Board of Trustees to Consider award of Contract.

3. Date, Time and Location for Submission of RFP Response. Proposals must be submitted no later than 12:00 Noon. on April 24, 2015 to:

**Wade W. Ellis, CPA  
Director, Business Services  
Gavilan College  
5055 Santa Teresa Boulevard  
Gilroy, California 95020**

RFP Responses which are not actually received in the Business Office at or prior to the latest date/time for submission of RFP Responses will be rejected by the District for non-responsiveness. Respondents are solely responsible for the timely submission of RFP Responses. Respondents are advised that the District utilizes a centralized mailroom for the receipt of items transmitted by United States Mail and private courier services, including FedEx, California Overnight, DHL, etc. Items received in the centralized mailroom will be distributed to the intended recipients only as part of the mailroom’s daily delivery routine. A response to this RFP

which is received in the District's central mailroom will not be deemed received by the Business Office until delivery of such item is effectuated to the Business Office. Accordingly, Respondents are encouraged to personally delivery RFP Responses directly to the Business Office or to retain a private service to personally deliver RFP Responses to the Business Office.

4. District Modifications to RFP. The District expressly reserves the right to modify any portion of this RFP prior to the latest date/time for submission of RFP Responses, including without limitation, the cancellation of this RFP. Modifications, if any, made by the District to the RFP will be in writing; potential Respondents who have obtained this RFP from the District prior to any such modifications will be issued modifications to the RFP by written addenda.
5. No Oral Clarifications/Modifications. The District will not provide any oral clarifications or modifications to the RFP or the requirements hereof; no employee, officer, agent or representative of the District is authorized to provide oral clarifications or modifications to the RFP. No Respondent shall rely on any oral clarification or modification to the RFP.
6. Respondent Questions. Respondents' questions relating to the RFP, requirements of the RFP or clarifications will be considered and responded to by the District only if: (a) submitted in writing to the District; and (b) the inquiry is actually received not less than five (5) days prior to the last date/time for submission of RFP Responses. Inquiries must be submitted to the District Representative by fax (408-847-5102) or email ([wellis@gavilan.edu](mailto:wellis@gavilan.edu)). The District will issue written responses to properly submitted Respondent inquiries without identifying the respondent submitting the inquiry.
7. Errors/Discrepancies/Clarifications to RFP. If a Respondent encounters errors or discrepancies in this RFP or portions hereof, the Respondent shall immediately notify Wade W. Ellis, CPA – Director, Business Services fax: (408) 847-5102, email: [wellis@gavilan.edu](mailto:wellis@gavilan.edu) of such error or discrepancy. Any Respondent seeking clarification of any portion of this RFP shall submit the requested clarification in writing to Wade W. Ellis, CPA. Responses of the District to any requested clarification will be in writing; if in the sole judgment of the District, any clarification response affects the RFP or other Respondents, the District will issue the clarification response by a written addendum distributed to all potential Respondents who have theretofore obtained this RFP from the District. All requests for clarification of this RFP must be submitted and actually received by Wade W. Ellis, CPA no later than 2:00 P.M., April 10, 2015. The District will not respond to clarification requests submitted thereafter.
8. Withdrawal of Response/Proposal. Prior to the closing date and time set forth herein for submission of RFP Responses, any Respondent submitting a Response may withdraw the same by written request to the District Representative. After the closing date and time for submission of Responses to this RFP, no Respondent may withdraw its Response for a period of ninety (90) days after the opening of Bid Proposals. During this time, all Respondents shall guarantee the prices and price proposals quoted in their respective RFP Responses/Proposals.
9. Public Records. Except for materials relating to a Respondent's Financial Statement, materials deemed Trade Secrets (as defined in California Civil Code §3426.1) and materials specifically marked "Confidential" or "Proprietary," all materials submitted in response to this RFP are deemed property of the District. Upon conclusion of negotiations between the District and Respondents, RFP Responses shall be deemed to be public records. The foregoing notwithstanding, the District may reject for non-responsiveness the RFP Response of a Respondent who indiscriminately notes that its RFP Response or portions thereof are "Trade Secret," "Confidential" or "Proprietary" and exempt from disclosure as a public record. The District is not liable or responsible for the disclosure of RFP Responses, or portions thereof, deemed to be public records, if disclosure is by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of the District or its agents or representatives. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a RFP

Response deemed exempt from disclosure hereunder, by submitting a response to this RFP, each Respondent agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys' fees arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense of the District in any action or proceeding seeking to compel disclosure of such materials; the District's sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

**PART I – ANNUAL FINANCIAL AUDIT**  
**REQUEST FOR PROPOSAL**  
**AUDIT SPECIFICATIONS**

## INTRODUCTION

This Request for Proposal (RFP), on behalf of the Board of Trustees, is for contracting with an independent auditor to perform the audits for the District for fiscal years ending June 30, 2015, June 30, 2016, and June 30, 2017. This is designated as the sole reference and authority for the preparation of proposals. This RFP shall not be construed to create an obligation on the part of the District to enter into a contract with any firm or to serve as the basis of a claim for reimbursement of expenditures related to the development of a proposal.

**The Board's intent is to enter into a contract with a CPA firms for a period of three years, subject to satisfactory performance, with potential one-year extensions for two additional years, at the option of the Board.**

This RFP contains specifications and related documents covering independent audit services for the District. Notwithstanding other provisions of this RFP, auditors are hereby advised that this RFP is an informal solicitation of proposals only. It is not intended, nor is it to be construed, as engaging in formal competitive bidding pursuant to any statute, ordinance, policy or regulation.

## BACKGROUND INFORMATION

The Gavilan Joint Community College District is a single district with one campus, and two off-site locations, adult education, associated student body and other support services.

The District is financed primarily by apportionments from the State School Fund through the Chancellor's Office, property tax levies on a district wide basis, and grants and contracts from various state and federal agencies.

The annual final budget for all funds for the 2014-2015 fiscal year is \$61 million. The District has completed major construction projects and has projects currently under construction.

1. The selective financial and statistical information related to fiscal year 2013-2014 follows:

	<u>Funded</u>	<u>Actual</u>	
• Credit FTES	4,620	4,802	
• Non Credit FTES	523	523	
• Non Credit CDCP	36	36	
• Approximate Number of full-time Permanent Employees : 218			
• General Fund Audited Financial Results for Fiscal 2013-2014			
• Revenues	\$	28,756,014	
• Expenditures	\$	28,988,073	
• Transfers In	\$	0	
• Fund Balance	\$	2,705,860	
• General Fund Unrestricted Budgeted Expenditures for Fiscal Year 2014-2015			
			\$ 28,053,086

2. The District utilizes the following funds and account groups:

- **Governmental Funds**
  - Unrestricted General Fund
  - Restricted General Fund
  - Special Revenue Fund
  - Capital Projects Other Fund
  - Capital Projects Bond Fund
  - Debt Service Fund
  
- **Fiduciary Funds**
  - Financial Aid Fund
  - Associated Students Fund
  - Student Center Fund

The business services office maintains records of funds received from various sources and expenditures disbursed for the following funds:

General Unrestricted/Restricted  
 Instructional Equipment  
 Parking  
 Child Development Center  
 Capital Projects  
 Measure E Debt Service  
 Measure E Construction  
 Long Term Debt  
 Associated Student Body  
 Financial Aid  
 Student Center

The District receives a variety of daily, semi-monthly, and monthly financial and accounting reports, in addition to ad hoc reports that are printed on campus, through the integrated Banner Financial System. The financial system presents data that is classified in accordance with the requirements of the Chancellor's Office Budget and Accounting Manual. Santa Clara County Office of Education prepares and processes District payrolls through the Payroll and Human Resources modules QCC. Student attendance accounting is done through the Banner's Software that is installed and operated on campus.

## SCOPE OF WORK

### GENERAL REQUIREMENTS

Education Code Section 84040 requires that community college districts provide for an annual audit of the books and accounts of the district and include all funds of the district. The annual audit proposed herein shall be made in accordance with generally accepted auditing standards and shall include reporting requirements and audit procedures required by:

- The Single Audit Act of 1984 (P.L. 98-502) and related provisions of the Office of Management and Budget (OMB) Circular A-133, Audits of State and Local Governments.
- Contracted District Audit Manual, published by the Chancellor's Office of the California Community Colleges.
- Generally accepted auditing standards as published by the American Institute of Certified Public Accountants.

Auditor shall consider provisions of the California Community Colleges Budget and Accounting Manual and other such publications relating to community college accounting procedures in effect during the period under audit. At the conclusion of the annual audit, Auditor is required to provide, at a minimum, the following:

- Audit of the Statement of Net Position, Statement of Revenues, Expenses and changes in Net Position, Statement of Cash Flows, Statement of Fiduciary Net Position and Statement of Change in Fiduciary Net Position for the District.
- Preparation of the District-wide financial statements in compliance with GASB statements #34 and #35.
- Preparation of supplementary information Schedule of Other Postemployment Benefits (OPED) Funding Progress, Combining Statement of Net Position by Fund – Unaudited, Combining Statement of Revenues, Expenses and Change in Net Position by Fund – Unaudited, Schedule of Expenditures of Federal Awards, Schedule of State Awards, Schedule of Workload Measures for State General Apportionment, Reconciliation of Annual Financial and Budget Report (CCFF-311) with Audited Financial Statements, Reconciliation of ECS 84362 (50 Percent Law) Calculation, Prop 30 EPA Expenditure Report, and Notes to Supplementary Information.
- Audit the books of the Gavilan College Foundation as part of the District audit. A separate report will be required by the District.

Auditor shall agree to complete the audit, attend whatever preliminary meetings are required, and present the report at the appropriately scheduled Board of Trustees meeting and cause copies of the completed report to be filed each year before December 31 with the Chancellor's Office of the California Community Colleges, and all other required State and Federal agencies. Additionally, Auditor shall file with the District ten (10) copies (including one unbound copy) of the audit report. In addition, the following agencies shall be provided copies of the audit:

- a. Gavilan Joint Community College Board of Trustees (10 copies)
- b. Chancellor's Office, California Community Colleges
- c. California State Department of Finance
- d. Santa Clara County Superintendent of Schools
- e. U.S. Department of Education

The District will require an audit exit conference with the Vice President of Administrative Services, Director of Business Services and other staff as appropriate. The auditing firm will also provide progress reports to the Vice President of Administrative Services and Director of Business Services, while the audit is progressing.

The District will expect the auditing firms to provide a presentation to the Board of Trustees on the audit process and findings (if any) when the report is presented to them.

**PART II – AUDIT FOR PROPOSITION 39 BOND FUNDS**  
**REQUEST FOR PROPOSAL**  
**AUDIT SPECIFICATIONS**

**Description of Measure E Bond Fund To Be Audited:**

Proposition 39, Education Code Section 15272 and Government Code 53411, relating to school bonds, requires that an annual comprehensive financial and performance audit be conducted of all bond funds, books, and accounts under the jurisdiction and control of the District.

On March 2, 2004, the electorate within the District's geographic boundaries approved a general obligation bond known as Measure E. The value of the Bond is for 108 million dollars. The bond proceeds will be utilized by the District to plan, design and construct a number of projects, primarily in the areas of infrastructure development and upgrades along with modernization of existing District facilities including technology upgrades. The bond proceeds will also be used to purchase property in both the Greater Morgan Hill Area, San Benito County area, and possibly close to the main campus in Gilroy.

The first issuance and sale of the general obligations bonds occurred in June 2004 for a principal amount of \$30,000,000 with a second issuance and sale occurring in December 2007 for a principal amount of \$50,000,000 and with a third issuance and sale occurring in May 2011 for a principal amount of \$28,000,000.

**Nature of Services Required**

1. Scope of the work to be performed:

- A. Audit of the balance sheets and statement of revenue, expenditures and change in fund balance for the Measure E fund.
- B. Verification that expenditures were used for the purpose identified in the election language.
- C. Additional elements developed in consultation with the auditor.

2. Auditing Standards to be Followed:

The bond auditor shall consider provisions of the California Community Colleges Budget and Accounting Manual and other such publications relating to Proposition 39 and community college accounting procedures in effect during the period of audit.

This examination shall be made in accordance with generally excepted auditing standards and shall include such tests of the accounting records and such other auditor procedures as the auditor consider necessary.

3. Exit Conference Requirements:

The District will require an audit exit conference with the Vice President of Administrative Services and the Director of Business Services and other staff as appropriate. The CPA firm will also provide progress reports to the Vice President of Administrative Services and the Director of Business Services, while the audit is progressing.

The District will expect the CPA firms to provide a presentation to the Board of Trustees and the District's Bond Oversight Committee on the audit progress and finding (if any) when the report is presented to them.

4. Reports Required

Thirty (30) copies of each audit report are required (Bond Funds Audit, Part II)

**RESPONCES TO RFP**  
**REQUEST FOR PROPOSAL**  
**FORMAT OF RESPONCES**

The Request for Proposal should conform to the following format to simplify and to expedite the review process and to obtain the maximum degree of information from the respondent.

1. Title Page

The response should identify the Gavilan Joint Community College District proposal, RFP No. 15-002, Independent Audit Services, the name of the independent auditor, the local address, telephone number, and the name and title of the contact person, and the date of submission.

2. Contents

The contents of the proposal should include a clear and complete identification of the material submitted by section and page number.

3. Letter of Transmittal

The letter of transmittal should contain the following information:

- a. A brief understanding of the audit services to be performed.
- b. A positive commitment to perform the service within the time period specified.
- c. The names of persons authorized to represent the respondent, their title, the address and the telephone number.

4. The profile of the respondents should include general background information, such as:

- a. The location of the office from which the work is to be done and the number of professional staff, by staff level, employed at that office.
- b. A description of the range of activities performed by the local office such as auditing, accounting, tax service, or management services.
- c. The number of partners, managers, seniors, supervisors, and other professional staff employed at this office.
- d. The office's experience in auditing County Superintendent, California Community College Districts, public or private colleges or universities, school districts, and/or other public agencies.
- e. A positive statement that the following mandatory criteria are satisfied:
  - i) An affirmation that the respondent is properly licensed for practice as a Certified Public Accountant.
  - ii) An affirmation that the respondent meets the independence requirements of the Standards for Audit of Governmental Organizations, Programs, Activities and Functions, 1981 revision, published by the U.S. General Accounting Office.
  - iii) An affirmation that the respondent does not have a Record of Substandard Audit work.

- iv) Statements should be made as to the size and structure of the firm, how long it has been in business, firm standards, its philosophy and approach to auditing, and its technical experience, especially in governmental accounting.
- v) A current list of public agency clients and a copy of the most recent peer review report are required.
- vi) Indications should be made as to the number, level of experience, continuing education training over the past two years, and qualifications of staff who will be assigned to the audit.

#### 5. Technical Experience of Respondent

The technical experience of the respondent should include the following information:

- a. A list of California community college district clients for general financial audits and give the names and telephone number of client officials responsible for the audits listed. Also, discuss local, state, and national reputation for quality work performed in the public sector.
- b. Discuss ability to provide additional auditing, accounting, or management consulting services and provide a summary of specific projects completed both in the public sector and specifically for school districts/community college districts.

#### 6. Qualifications of Respondent

- a. Identify the audit partners, managers and field supervisors, and other staff who will work on the audit, including staff from other than the local office. Resumes including relevant experience and continuing education for the auditor in charge up to the individual with final responsibility for the engagement should be included. (The resumes may be included as an appendix).
- b. Provide specific details of proposed audit approach. The information should include:
  - i. Sampling of techniques for transactions testing,
  - ii. Analytical procedures used to analyze results, and
  - iii. Percentage of time to be scheduled for both preliminary and final audit work.

#### 7. Respondents Approach to the Examination

- a. Submit a work plan to accomplish the scope defined in the Request for Proposal. The work plan should include time estimates for each significant segment of the work and the staff level to be assigned. Where possible, individual staff members should be named and their titles provided. The planned use of specialists should be specified.
- b. The audit work plan should completely cover what audit work will be accomplished by all the auditors to render:
  - i. An opinions report on the financial statements.
  - ii. A report on the study and evaluation and report on internal control systems.
  - iii. A report on the organizations' control system to assure compliance and whether the organization has complied with laws and regulations that may have an effect on each major federal assistance program.

---

8. Report Requirements

The respondents should state their understanding of and their ability to meet specific reporting requirements.

9. Time Requirements

If not already adequately covered in the respondent's letter of transmittal, the response should detail information on how the respondent plans to meet the timeline and reporting deadline requirements of the engagement.

10. Compensation

Respondents should state their compensation requirements as follows:

- a. Total audit hours detailed by partner, senior manager, manager, field supervisor and other staff.
- b. Hourly rate detailed by partner, senior manager, manager, field supervisor and other staff.
- c. The maximum annual cost for the audit for each of the three years.

11. RFP Submittal

Proposals are to be mailed or delivered to:

**Wade W. Ellis, CPA  
Director, Business Services  
Gavilan College  
5055 Santa Teresa Blvd.  
Gilroy, CA 95020**

RFPs are due no later than 12:00 p.m. on April 24, 2015.

**SPECIFICATIONS  
FOR  
RFP NO. 15-002  
INDEPENDENT AUDIT SERVICES**

**INSTRUCTIONS TO PROPOSER**

ACCEPTANCE PERIOD. Unless otherwise specified herein, proposals are firm for a period of ninety (90) days.

ADDENDA ACKNOWLEDGMENT. Each proposal shall include specific acknowledgment in the space provided of receipt of all addenda issued during the solicitation period. Failure to so acknowledge may result in the proposal being rejected as not responsive.

AUTHORIZED SIGNATURES. Every proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Upon request of the Gavilan College, any agent submitting a proposal on behalf of a Proposer shall provide a current power of attorney certifying the agent's authority to bind the Proposer. If an individual makes the proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the proposal, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of the Gavilan College, the corporation shall provide a certified copy of the bylaws or resolution of the board of Supervisors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

AWARD OF PROPOSAL. Award will be made to the Proposer offering the most advantageous proposal after consideration of all Evaluation Criteria set forth below. The criteria are not listed in any order of preferences. An Evaluation Committee will be established by the District. The Committee will evaluate all proposals received in accordance with the Evaluation Criteria. The District reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Weight factors and evaluation scores will not be released until after award of proposal. The District shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the District after all factors have been evaluated

AWARD SELECTION PROCESS. Selection of qualified Proposers will be based on the following: quality and completeness of submitted proposal; understanding of project objectives; project approach; experience and expertise with California Community Colleges, public agencies and similar types of efforts; and references. Additional questions may be asked of Proposers and interviews may be conducted. Proposers will be notified of any additional required information or interviews after the written proposals have been evaluated. Interviews will be held with the most qualified respondents. The recommended proposals will be submitted to the (awarding authority) for contract approval. The Proposer selected will enter into a contract with the District.

CANCELLATION OF SOLICITATION. The District may cancel this solicitation at any time.

COMPLIANCE WITH LAWS. All proposals shall comply with current federal, state, and other laws relative thereto.

CONTRACT DOCUMENTS, EXAMINATION OF. It is the responsibility of the Proposer to carefully thoroughly examine and be familiar with legal and procedural documents, general conditions, all forms, specifications, drawings, plans, and addenda (if any), hereinafter referred to as Contract Documents. Proposer shall satisfy himself as to the character, quantity, and quality of work to be performed and materials, labor, supervision, equipment and appurtenances necessary to perform the work as specified by the Contract Documents. The failure or neglect of the Proposer to examine the Contract Documents shall in no way relieve him from any obligations with respect to the solicitation or contract. The submission of a proposal shall constitute an acknowledgment upon which the Gavilan College may rely that the Proposer has thoroughly examined and is familiar with the contract documents. The failure or neglect of a Proposer to receive or examine any of the

contract documents shall in no way relieve him from any obligations with respect to the Proposal. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

**DEFINITION OF TERMS.** For the purposes of this RFP, the following definitions will be used:

- a. **Contractor.** Same as Successful Proposer.
- b. **May.** Indicates something that is not mandatory but permissible.
- c. **Must/Shall.** Indicates a mandatory requirement. A proposal that fails to meet a mandatory requirement will be deemed non-responsive and not be considered for award.
- d. **Proposer.** The person or firm making the offer.
- e. **Proposal.** The offer presented by the Proposer.
- f. **RFP.** Acronym for Request For Proposals.
- g. **Should.** Indicates something that is recommended but not mandatory. Failure to do what "should" be done will not result in rejection of your proposal.
- h. **Submittal Deadline.** The date and time on or before all proposals must be submitted.
- i. **Successful Proposer.** The person, contractor, or firm to whom the award is made.

**DISQUALIFICATION OF PROPOSER.** If there is reason to believe that collusion exists among the Proposers, the District may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. A person, firm, or corporation who has submitted a sub-Proposal to a Proposer, or who has quoted prices on materials to a Proposer, is not thereby disqualified from submitting a sub-Proposal or quoting prices to other Proposers. Reasonable ground for believing that any Proposer is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Proposer is interested. If there is reason to believe that collusion exists among the Proposers, the Gavilan College may refuse to consider Proposals from participants in such collusion. Proposers shall submit as part of their Proposal documents the completed Non-Collusion Affidavit provided herein.

**DOCUMENTS TO BE RETURNED WITH PROPOSAL.** Failure to completely execute and submit the required documents before the Submittal Deadline may render a proposal non-responsive. The documents that must be returned by the Submittal Deadline are listed on the form entitled "Proposal Documents To Be Returned" and attached hereto.

**EXECUTION OF CONTRACT.** Time is of the essence of this contract. The Successful Proposer/Contractor shall execute the contract, including but not limited to signing all necessary documents and submitting all required bonds and evidences of insurance, within ten (10) days after personal delivery of the notice or within fifteen (15) days after such notice has been deposited in the United States mail. One copy of the contract will be returned to the Contractor after the Gavilan College executes the contract. In case of failure of the Contractor to execute and return the contract and all required documents within the time allowed, the Gavilan College may, at its option, consider that the Proposer has abandoned the contract, in which case the Proposal Security Bond shall be forfeited by the Proposer and become the property of the Gavilan College. After the contract has been executed, including the insurance documents, certificates, and bonds, a Notice to Proceed will be issued. Proposer agrees to commence work within ten- (10) working days after the date of the Notice to Proceed, to proceed with the work and fully complete the project within (number of completion days allowed) from the date of the Notice to Proceed.

**EXPERIENCE AND COMPETENCY.** The Successful Proposer shall be skilled and regularly engaged in the general class or type of work called for under the contract. The Successful Proposer shall also have no less than **three (3)** years' experience in the magnitude and character of the work proposal. Each Proposer shall be set forth his experience on the form entitled Proposer's Experience and submit it with his proposal. It is the intention of the Gavilan College to award a contract to a Proposer who furnishes satisfactory evidence that he/she has the requisite experience, ability, sufficient capital, and facilities to enable him to prosecute the work successfully and properly, and to complete it within the time specified in the contract. To determine the degree of responsibility to be credited to the Proposer, the Gavilan College will weigh any evidence that the Proposer has performed satisfactorily other contracts of like nature, magnitude, and comparable difficulty and comparable rates of progress. In selecting the lowest responsive and responsible Proposer, consideration will be given not only to the financial standing but also to the general competency of the Proposer for the performance of the work specified in the contract documents.

FIRM PRICE PERIOD. Proposers' offer shall remain open and firm for a period of not less than ninety- (90) calendar days from the Submittal Deadline.

FORMATION OF CONTRACT. Proposer's signed proposal and District's written acceptance shall constitute a binding contract.

INDEPENDENT CONTRACTOR. Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be employed. Contractor certifies that to the best of his knowledge, no one who has or will have any financial interest under this contract is an officer or employee of Gavilan College. It is expressly agreed by Contractor that in the performance of the services required under this contract, Contractor, and any of its subcontractors or employees, shall at times be considered independent Contractors and not agents of Gavilan College.

INFORMED PROPOSER. Proposers are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at Proposers' own risk and they cannot secure relief on the plea of error.

INK OR TYPEWRITTEN. All information, prices, notations, signatures, and corrections must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the proposal.

INTERPRETATION OF CONTRACT DOCUMENTS. If any person is in doubt as to the true meaning of any part of the specifications or other contract documents, or finds discrepancies or omissions in the specifications, he may submit to the Gavilan College a written request for an interpretation or correction. Requests for interpretations shall be made in writing and delivered to the Gavilan College by mail at (full address), or by facsimile to (fax number) at least ten (10) days before the Submittal Deadline. The requesting party is responsible for prompt delivery of any requests. When the Gavilan College considers interpretations necessary, interpretations will be in the form of an addendum to the contract documents, and when issued, will be sent as promptly as is practical to all parties recorded by the Gavilan College as having received contract documents. All such addenda shall become a part of the contract. Oral and other interpretations or clarifications shall be without legal or contractual effect. It is the responsibility of each Proposer to ensure the Gavilan College has their correct business name and address on file. Any prospective Proposer who obtained a set of contract documents from anyone other than the Gavilan College is responsible for advising the Gavilan College that they have a set of contract documents and wish to receive subsequent Addenda.

NOMENCLATURES. The terms Successful Proposer, Successful Contractor, and Contractor may be used interchangeably in these specifications and shall refer exclusively to the firm with whom the District enters into a contract because of this solicitation.

NON-COLLUSION AFFIDAVIT. Proposers are required to submit a Non-Collusion Affidavit with their Proposals. See attached Affidavit.

OFFERS OF MORE THAN ONE PRICE. Proposers are NOT allowed to submit more than one proposal.

OPENING OF PROPOSALS. All proposals, irrespective of irregularities or informalities, will be opened and the names of the Proposers will be publicly read aloud at the Submittal Deadline. **Results will NOT be read. No other information will be released until after the award.** All interested persons are invited to be present at the opening and reading of proposals.

- a. Postponement of Opening. The Gavilan College reserves the right to postpone the Submittal Deadline and opening of proposals any time before the date and time announced in the Request For Proposals or subsequent addenda.

**PRICE DISCREPANCIES.** In the event that there are unit price items in a proposal schedule and the "amount" indicated for a unit price of an item does not equal the product of the unit price and quantity listed, the unit price shall govern and the amount will be corrected accordingly. If there is more than one item in a proposal schedule, and the total indicated for the schedule does not agree with the sum of prices of the individual items, the prices given for the individual items shall govern and the total for the schedule will be corrected accordingly. The Proposer will be bound by said corrections.

**PRICES.** All Proposals shall give the prices proposed, both in writing and in figures, shall give all other information requested herein, and shall be signed by the Proposer's authorized representative.

Proposal prices shall include everything necessary for the completion of construction and fulfillment of the contract including but not limited to furnishing all materials, equipment, tools, facilities and all management, superintendence, labor, services, taxes, licenses and permits required to complete the work in accordance with the contract documents, except as may be provided otherwise in the contract documents.

The work and the proposal price shall also include providing the necessary safety precautions such as barricades, warning signs for protection of the public and any necessary "cleanup" that is required to restore the work site to a satisfactory condition. Any items shown on the plans or details or described in the specifications that are not specifically listed in the proposal item are to be considered included in the proposal item and no additional or special compensation will be allowed. In the event that there is more than one proposal item in the proposal schedule, the Proposer shall furnish a price for all proposal items in the schedule, and failure to do so will render the proposal as non-responsive and may cause its rejection. The total amount of the proposal will be the sum of the total prices of all items in the proposal schedule. The total price of unit price items will be the product of the unit price and estimated quantity of the item. In case of discrepancy between the unit price and total price of an item, the unit price shall prevail if the unit price is ambiguous, unintelligible, or uncertain for any cause, or is omitted, it shall be the amount obtained by dividing the amount set forth as the total price by the estimated quantity of the item.

#### **PROPOSAL FORMS**

- a. **Forms.** Proposers may choose the format in which to present their proposal.
- b. **Copies.** One original and (3) copies must be submitted on or before the Submittal Deadline. Proposers shall submit one (1) original proposal marked "MASTER" the identical copies. Envelopes containing the original and the copies should be marked in accordance with the directions found elsewhere in these instructions.
- c. **Discrepancies.** If discrepancies are found between the copies, or between the original and copy or copies, the original "MASTER" will provide the basis for resolving such discrepancies. If one document is not clearly marked "MASTER", the District reserves the right to use the original as the Master. If no document can be identified as original bearing original signatures, Proposer's proposal may be rejected at the discretion of the District.

**PROPOSAL CONTENT.** Proposer must describe in detail how he will meet the requirements of this RFP, and may provide additional related information with his proposal. The proposal should be presented in a format that corresponds to, and references, the sections outlined in the Specification or Scope of Work, and should be presented in the same order. Responses to each section and subsection should be labeled to indicate which item is being addressed. Proposals should be straightforward and concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. If a complete response cannot be provided without referencing supporting documentation, you must provide such documentation with the proposal indicating where the supplemental information can be found.

Proposals must include all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements, and the Proposer's standard contract language. The omission of these documents renders a proposal non-responsive. Proposals, which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.

The District is not liable for any costs incurred by Proposers before entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Proposer in responding to the RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the District.

PROPOSAL DEADLINE. Proposals may be submitted any time before the Submittal Deadline. Proposals that do not arrive by the Submittal Deadline will be late and will be returned to the Proposer unopened.

PROPOSAL MODIFICATIONS. Any Proposer who wishes to make modifications to a proposal already received by the Gavilan College must withdraw his proposal in order to make the modifications. Withdrawals must be made in accordance with the terms and conditions of this solicitation (see Withdrawal of Proposal). All modifications must be made in ink, properly initialed by Proposer's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the Proposer to ensure that modified or withdrawn proposals are resubmitted before the Submittal Deadline.

PROPOSAL PRICES, NOTATIONS, AND MISTAKES. All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or printed adjacent to the mistake and initialed in ink by the person signing the Proposal. Prices shall be stated in units and offers made separately on each item. In case of conflict between unit prices and extended prices, unit prices will govern. Where there is a conflict between words and figures, words will govern.

PROPOSAL RECEIVED LATE. Late proposals will not be accepted and will be returned to Proposers unopened.

PROPOSAL, REJECTION OF. The District reserves the right to reject any or all Proposals or any part of a Proposal. The District reserves the right to reject the Proposal of any Proposer who previously failed to perform adequately for the District or any other governmental agency. The District expressly reserves the right to reject the Proposal of any Proposer who is in default on the payment of taxes, licenses or other monies due the Gavilan College.

PROPOSAL SUBMITTAL. Proposals should be clearly labeled and submitted in a sealed envelope or box bearing the name of the Proposer, RFP number, and Submittal Deadline. Proposer's authorized representative must properly initial any erasures or alterations of any kind. Proposals that contain omissions or improper erasures or irregularities may be rejected. No oral, electronic, telegraphic, or telephonic proposals or modifications will be considered unless otherwise specified herein.

PROPOSAL WITHDRAWAL. Proposers' authorized representative may withdraw proposals only by written request received before the Submittal Deadline.

PROPOSER IS SOLE POINT OF CONTACT. The Successful Proposer will be the sole point of contact. The District will look solely to the Successful Proposer for the performance of all contractual obligations that may result from an award based on this RFP, and the awarded Proposer shall not be relieved for the non-performance of any or all subcontractors.

PROPOSER'S BACKGROUND. Proposer must provide a company profile. Information provided shall include:

- a. Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation.
- b. Location of the company offices.
- c. Location of the office servicing any California account(s).
- d. Number of employees both locally and nationally.
- e. Location(s) from which employees will be assigned.
- f. Name, address, and telephone number of the Proposer's point of contact for a contract resulting from this RFP.
- g. Company background/history and why Proposer is qualified to provide the services described in this RFP.
- h. Length of time Proposer has been providing services described in this RFP. Please provide a brief description.
- i. Proposer's Dunn and Bradstreet number.
- j. Resumes for key staff to be responsible for performance of any contract resulting from this RFP.

Proposer must include in his proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The District reserves the right to reject any proposal based upon the Proposer's prior history with the District or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

**PROPOSER'S REFERENCES.** Proposers should provide a minimum of three (3) references from similar projects performed for any local government clients within the last three years. Information provided shall include:

- a. Client name;
- b. Project description;
- c. Project dates (starting and ending);
- d. Technical environment;
- e. Staff assigned to reference engagement that will be designated for work per this RFP;
- f. Client project manager name and telephone number.

**QUALIFICATION OF PROPOSERS.** Each Proposer shall be skilled and regularly engaged in the general class or type of work called for under the contract. The Proposer's experience shall be set forth and submitted on the form provided herewith. It is the intention of the District to award a contract to a Proposer who furnishes satisfactory evidence that the Proposer has the requisite experience, ability, sufficient capital, facilities, and plant to enable the Proposer to prosecute the work successfully and properly, and to complete it within the time specified in the contract. To determine the degree of responsibility to be credited to the Proposer, the District will weigh any evidence that the Proposer has performed satisfactorily other contracts of like nature, magnitude and comparable difficulty and comparable rates of progress. In selecting the lowest responsive and responsible Proposer, consideration will be given not only to the financial standing but also to the general competency of the Proposer for the performance of the work covered and/or specified in the contract documents. To this end, each Proposal shall be supported by a statement of the Proposer's experience on the form entitled "Proposer's Experience", which is a part of the contract documents.

**QUESTIONS AND COMMENTS.** Questions and comments regarding this solicitation must be submitted in writing, either by email or facsimile to Business Services Office, Gavilan College, 5055 Santa Teresa Blvd, Gavilan, CA 95020; emailed to [wellis@gavilan.edu](mailto:wellis@gavilan.edu) no later than three (3) business days before the Submittal Deadline. The questioner's company name, address, phone and fax number, and contact person must be included with the questions or comments. Answers, if any, made by the District, will be sent in writing to all known proposal holders.

**REJECTION OF PROPOSALS, WAIVER OF INFORMALITIES.** The District reserves the right to reject any or all proposals, or any part of a proposal. The District reserves the right to reject the proposal of any Proposer who previously failed to perform adequately for the District or any other governmental agency. The District expressly reserves the right to reject the proposal of any Proposer who is in default on the payment of taxes, licenses, or other monies due the Gavilan College.

RULES FOR SUBMITTING PROPOSALS.

- a. **Submittal Deadline.** Proposals must arrive in the Gavilan College Business Services Office, 5055 Santa Teresa Blvd, Gavilan, CA 95020 by the Submittal Deadline shown in these specifications or subsequent addenda. Proposals may be submitted by hand, by courier, or any other method specified herein.
- b. **Responsibility.** Proposers are solely responsible for ensuring their proposal is received by the District in accordance with the solicitation requirements, before Submittal Deadline, and at the place specified. The District shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Delivery of proposals shall be made at the office specified in the Request For Proposals (this solicitation). Deliveries made before the Submittal Deadline but to the wrong District office will be considered non-responsive unless re-delivery is made to the office specified before the Submittal Deadline.
- c. **Extension of Submittal Deadline.** The District reserves the right to extend the Submittal Deadline when it is in the best interest of the District.
- d. **Facsimile Transmissions.** Proposals may NOT be submitted by facsimile, unless otherwise specified herein.
- e. **Forms.** To be considered for award, each proposal be complete and fully identify all requested information
- f. **Late Proposals.** The Submittal Deadline it IS FIRM. Proposals will NOT be accepted after the Submittal Deadline and will be returned to the Proposer unopened.
- g. **Signature.** To be considered for award, each proposal shall be signed by an authorized representative of the Proposer.
- h. **Sealed.** Proposals MUST BE submitted in a sealed envelope.

SELL OR ASSIGN. The successful Proposer shall not have the right to sell, assign, or transfer any rights or duties under this contract without the specific written consent of the District.

SIGNATURES. An individual who is authorized to bind the Proposer must sign the proposal.

SUBMITTAL DEADLINE. **The Submittal Deadline is 12:00 p.m., APRIL 24, 2015. Proposals must arrive in the Business Services Office, 5055 Santa Teresa Blvd, Gavilan, CA 95020, by 12:00 p.m., APRIL 24, 2015, local time.** The receiving time in the Business Services Office will be the governing time for acceptability of proposals.

SUBMITTAL METHOD. Proposals must be submitted in sealed envelopes and should be properly identified with the Proposal number and the Submittal Deadline. Telephone, telegraphic, facsimile, electronic, and late Proposals will not be accepted nor considered unless otherwise specified herein. It is the responsibility of Proposers to see that their Proposals have sufficient time to be received by the Business Services Office before the Submittal Deadline. The District will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared. Facsimile or telephone proposals will NOT be considered unless otherwise authorized; however, proposals may be modified by fax or written notice provided such notice is received before the opening of the proposals.

TAXES. Successful Proposer shall pay all federal, state and taxes, levies, duties and assessments of every nature due in connection with any work under the contract and shall indemnify and hold harmless the Gavilan College from any liability on account of any and all such taxes, levies, duties, assessments and deductions. Proposal prices shall include allowance for said taxes.

TERMS OF THE OFFER. The District reserves the right to negotiate final contract terms with any Proposer selected. The contract between the parties will consist of the RFP together with any modifications thereto, the awarded Proposer's proposal, and all modifications and clarifications that are submitted at the request of the District during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded Proposer's proposal, and the awarded Proposer's proposal. Specific exceptions to this general rule may be noted in the final executed contract. Proposer understands and acknowledges that the representations above are material and important, and will be relied on by

the District in evaluation of the proposal. Proposer misrepresentation shall be treated as fraudulent concealment from the District of the facts relating to the proposal.

WITHDRAWAL OF PROPOSAL. Proposers' authorized representative may withdraw Proposals only by written request received by the Purchasing Agent before the Proposal Submittal Deadline. After that time, Proposers may not withdraw their Proposals for a period of ninety- (90) days from the date of opening. At no time may the successful Proposer(s) withdraw his Proposal.

## TERMS AND CONDITIONS

**ASSIGNMENT OF RIGHTS OR OBLIGATIONS.** Except as noted hereunder, Successful Proposer may not assign, transfer or sell any rights or obligations resulting from this solicitation without first obtaining the specific written consent of the District.

**ATTORNEY FEES.** In the event a suit or action is instituted in connection with any controversy arising out of this contract, the prevailing party shall be entitled to receive, in addition to its costs, such sum as the court may adjudge reasonable as to attorney's fees and costs.

**AUTHORITY OF The District.** Subject to the power and authority of the District as provided by law in this contract, the District shall in all cases determine the quantity, quality, and acceptability of the work, materials and supplies for which payment is to be made under this contract. The District shall decide the questions that may arise relative to the fulfillment of the contract or the obligations of the contractor hereunder.

**CANCELLATION OF THE CONTRACT.** *Without* CAUSE, the District may cancel this contract at any time with thirty- (30) days written notice to the supplier/contractor. *with cause*, the District may cancel this contract at any time with ten- (10) days written notice to the Proposer. Cancellation for cause shall be at the discretion of the District and shall be, but is not limited to, failure to supply the materials, equipment or service specified within the time allowed or within the terms, conditions or provisions of this contract. The successful Proposer may not cancel this contract without prior written consent of the District Purchasing Agent.

**CHANGES IN WORK.** The District may, at any time work is in progress, by written order and without notice to the sureties, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the District may find necessary or desirable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the District. Changes in work and the amount of compensation to be paid to the Contractor for any extra work as so ordered shall be determined in accordance with the unit prices of contractor's proposal.

**COMPLIANCE OR DEVIATION TO SPECIFICATIONS.** Proposer hereby agrees that the material, equipment or service offered will meet all the requirements of the specifications in this solicitation unless deviations from them are clearly indicated in the Proposer's response. An explanation must be made for each item in which an exception is taken, giving in detail the extent of the exception and the reason for which it is taken. Proposals failing to comply with this requirement will be considered non-responsive. Submittal of brochure or other manufacturer literature is desirable but may not be a substitution for this requirement.

**COMPLIANCE WITH FAIR EMPLOYMENT PRACTICE ACT.** Contractor agrees in accordance with Section 1735 and 1777.6 of California Labor Code, and the California Fair Employment Practice Act (Sections 1410-1433) that in the hiring of common or skilled labor for the performance of any work under this contract, or any subcontract hereunder, no Contractor, material supplier or vendor shall, by reason of race, color, national origin or ancestry, or religion, discriminate against any person who is qualified and available to perform the work to which such employment relates.

**COMPLIANCE WITH LAWS.** All Proposals shall comply with current federal, state, local and other laws relative thereto.

**CONTRACT INCORPORATION.** This contract embodies the entire contract between the District and the Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties. The complete contract shall include the entire contents of the RFP solicitation, all addenda, all of Proposer's successful submittal, supplemental agreements, change orders, performance bond(s), and any and all written agreements which alter, amend or extend the contract.

FORCE MAJEURE. If execution of this contract shall be delayed or suspended and if such failure arises out of causes beyond the control of and without fault or negligence of the Contractor, the Contractor shall notify the District, in writing, within twenty-four (24) hours, after the delay. Such causes may include but are not limited to acts of God, war, acts of a public enemy, acts of any governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, strikes and unusually severe weather.

FORMATION OF CONTRACT. Proposer's signed Proposal and District's written acceptance shall constitute a binding contract.

LAWS GOVERNING CONTRACT. This contract shall be in accordance with the laws of the state of California. The parties stipulate that this contract was entered into in the county of Merced, in state of California. The parties further stipulate that the county of Merced, California, is the only appropriate forum for any litigation resulting from a breach hereof or any questions risen here from.

SEVERABILITY. If any provisions or portion of any provision, of this contract are held invalid, illegal or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

SPECIFICATIONS, CHANGES TO. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein or by written amendment. No changes, amendments, or modifications of any of the terms or conditions of the specification shall be valid unless reduced to writing and signed by both parties.

SPECIFICATIONS, DEFINITION. The term "specification" or "RFP specification" as used in this solicitation shall be interpreted to mean all the pages that make up this solicitation, including *but not limited to* the Request For Proposals, Instructions To Proposer, Terms and Conditions, Detailed Specifications or Scope of Work, Proposal form, Special Provisions, Proposed Equipment & Material Manufacturers form, Experience Statement, Subcontractor's List, Workers Compensation Insurance Certificate, Contractor Guaranty statement and Proposal Security Bond.

## SPECIAL PROVISIONS FOR SERVICES

**ACCESSIBILITY.** The Contractor shall fully inform himself regarding any peculiarities and limitations of the spaces available for the installation of work under this contract. He shall exercise due and particular caution to determine that all parts of his work are made quickly and easily accessible.

**CLEANUP.** During performance and upon completion of work on this project Contractor will remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same, unless otherwise directed by these specifications. Contractor shall leave entire area in a neat, clean, and acceptable condition as approved by the Gavilan College.

**CONTRACTOR, DEFINITION.** The term "Contractor" refers to the party entering into a contract with the District as a result of this solicitation.

**DAMAGE.** The contractor shall be held responsible for any breakage, loss of the District's equipment or supplies through negligence of the contractor or his employee while working on the District's premises. The contractor shall be responsible for restoring or replacing any equipment, facilities, etc. so damaged. The contractor shall immediately report to the District any damages to the premises resulting from services performed under this contract. Failure or refusal to restore or replace such damaged property will be a breach of this contract.

**PROPRIETARY INFORMATION.** The master copy of each proposal shall be retained for official files and will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Proposer may clearly label part of a proposal as "CONFIDENTIAL" if the Proposer thereby agrees to indemnify and defend the District for honoring such a designation. The failure to so label any information that is released by the District shall constitute a complete waiver of all claims for damages caused by any release of the information. If a public records request for labeled information is received by the District, the District will notify the Proposer of the request and delay access to the material until seven working days after notification to the Proposer. Within that time delay, it will be the duty of the Proposer to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.

**REJECTION OF WORK.** Contractor agrees that the District has the right to make all final determinations as to whether the work has been satisfactorily completed.

**RIGHTS RESERVED.** (a) Rejection of Work. Contractor agrees that the District has the right to make all final determinations as to whether the work has been satisfactorily completed. (b) Completion of Work. If Contractor fails to comply with the conditions of the contract, or fails to complete the required work or furnish the required materials within the time stipulated, the District reserves the right to purchase in the open market, or to complete the required work, at the expense of the Contractor, including but not limited to, by recourse to provisions of the performance bond if such bond is required under the conditions of this proposal.

**SPECIFICATIONS, CHANGES IN WRITING.** The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth herein or by written amendment. No changes, amendments, or modifications of any of the terms or conditions of the specification shall be valid unless reduced to writing and signed by both parties.

*In accordance with Public Contract Code §7106, the following Affidavit  
must be executed by Proposer and submitted with proposal*

**"Non-Collusion Affidavit  
To Be Executed By Proposer And Submitted With Proposal**

State of California  
County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is the \_\_\_\_\_ (Title) of \_\_\_\_\_ (Contractor Name) the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the proposer has not, directly or indirectly, submitted his or her proposal 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 corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal."

\_\_\_\_\_  
(Date) (Signed at Place)

\_\_\_\_\_  
Proposer Name Authorized Representative  
(Person, Firm, Corp.)

\_\_\_\_\_  
Address Representative's Name

\_\_\_\_\_  
City, State, Zip Representative's Title

**EXPERIENCE STATEMENT  
To Be Submitted With Proposal**

**List at least three references for work of a similar nature performed within the last three years.**

I hereby certify that I have performed the work listed below.

\_\_\_\_\_  
Signature of Proposer

Description	Year	Amount	Customer Name and Telephone Number

## REFERENCES

List names, contact, phone numbers, etc. for a minimum of three references for whom contractor provided substantially the same amount and type of work as specified herein within the past three years.

1. Business:

Contact Person:

Phone Number:

Type and Amount of Work:

Date(s) Service Provided:

2. Business:

Contact Person:

Phone Number:

Type and Amount of Work:

Date(s) Service Provided:

3. Business:

Contact Person:

Phone Number:

Type and Amount of Work:

Date(s) Service Provided: