SECTION I – INSTRUCTIONS FOR BIDDERS

1. **Preparation and Submittal of Bid Proposal:** The District invites bids on the form of the Bid Proposal attached to be submitted at such time and place as is stated in the Notice Inviting Bids. All blanks in the bid form must be appropriately filled in. Numbers shall be stated in both words and figures where so indicated in the bid forms; conflicts between a number stated in words and figures are governed by the words. Partially completed Bid Proposals or Bid Proposals submitted on other than the bid forms included herein are non-responsive and will be rejected. All bids shall be submitted in sealed envelopes addressed to the District as set forth in the Notice Inviting Bids, bearing on the outside of such sealed envelope, the name of Bidder, Bidder's address, and the name of the project for which the bid is submitted. It is the sole responsibility of the Bidder to see that its Bid Proposal is received in proper time. Bids must be delivered to the District at the location designated in the Notice Inviting Bids and prior to the date and time set forth in said Notice Inviting Bids. Any Bid Proposal not conforming to the requirements of the Notice Inviting Bids or these Instructions for Bidders may be deemed by the District to be non-responsive. Any Bid Proposal received after the scheduled closing time for receipt of bids will not be considered and will be returned to the bidder unopened.

2. **Modifications by Contractor:** Changes to the bid forms not specifically required or permitted may result in rejection of the Bid Proposal as non-responsive. No oral or telephonic modification or withdrawal of any submitted Bid Proposal will be considered. A written modification or written request to withdraw a submitted Bid Proposal may be considered only if the written modification or withdrawal request is actually received by the District prior to the scheduled closing time for receipt, and the public opening of Bid Proposals.

3. **Erasures, Inconsistent, or Illegible Bid Proposals:** Bid Proposals will be rendered non-responsive by erasures, interlineations, or other corrections unless they are suitably authenticated by affixing in the margin immediately opposite such erasure, interlineation, or correction the surname(s) of the person(s) signing the Bid Proposal. If any Bid Proposal or portion thereof is illegible, ambiguous, or inconsistent, the District may reject the Bid Proposal as being non-responsive.

4. **Examination of Site and Contract Documents:** Each Bidder shall, at its sole cost and expense, inspect the Contract Documents and the Site of the proposed work to become fully acquainted with the conditions affecting the work. The failure of any Bidder to inspect the Contract Documents or the Site shall not relieve such Bidder from any obligation with respect to the Bid Proposal, the Contract, or the work required under the Contract Documents. The District assumes no responsibility or liability to any Bidder for, nor shall the District be bound by, any understandings, representations, or agreements of its agents, employees, or officers concerning the Contract Documents or the work made prior to execution of the contract. The submission of a Bid Proposal shall be taken as prima facie evidence of the Bidder's full compliance with the foregoing requirements.

5. **Job Walk:** The District will conduct a Job Walk, if any, at the time and place designated in the Notice Inviting Bids. The District may, in its sole and exclusive discretion, elect to conduct Job Walk(s) in addition to that set forth in the Notice Inviting Bids, in which event the District shall notify all Bidders who have theretofore obtained the Contract Documents, pursuant to the Notice inviting Bids, of any such additional Job-Walk and whether Bidders' attendance at such additional Job-Walk(s) is/are mandatory.

   a. **Mandatory Job-Walk:** The failure of any Bidder to have its authorized representative present at a Mandatory Job-Walk will render the Bidder's Bid Proposal non-responsive. Where the Job-Walk is mandatory, a Bidder may have more than one authorized representative and/or representatives of its Subcontractors present at the Job-Walk; provided however, that attendance by representatives of the Bidder's Subcontractors without attendance by a representative of the Bidder shall not be sufficient to meet the Bidder's obligations hereunder and will render the Bid Proposal of such Bidder to be non-responsive. The District will reject the Bid Proposal of a Bidder who obtains the Bid and Contract Documents after the date of the mandatory Job-Walk unless such Bidder requests a Job-Walk and the District in accordance with the following provisions conducts a Job-Walk. The District may, in its sole and exclusive discretion, conduct such requested Job-Walk taking into consideration factors such as the time remaining prior to the scheduled opening of Bid Proposals. Any such requested Job-Walk will be conducted only upon the requesting Bidder's agreement to reimburse the District for the actual and/or reasonable costs.
for the District's staff and its agents and representatives in arranging for and conducting such additional Job-Walks.

b. **Non-Mandatory Job-Walks**: Unless designated in the Notice Inviting Bids as being mandatory, attendance at the Job-Walk is not mandatory.

6. **Interpretation of Drawings, Specifications, or Contract Documents**: If any Bidder is in doubt as to the true meaning of any part of the Contract Documents; finds discrepancies, errors or omissions therein; or finds variances in any of the Contract Documents with applicable rules, regulations, ordinances, and/or laws, may submit to the District a written request for an interpretation or correction thereof. It is the sole and exclusive responsibility of the Bidder to submit such request in sufficient time for the District's response thereto and delivery of such response to all Bidders prior to the scheduled closing for receipt of bids. Interpretations or corrections of the Contract Documents will be made by written addendum issued by the District. A copy of any such addendum will be mailed or delivered to each Bidder receiving a set of the Contract Documents. No person is authorized to render an oral interpretation or correction of any portion of the Contract Documents to any Bidder, and no Bidder is authorized to rely on any such oral interpretation or correction. Failure to request interpretation or clarification of any portion of the Contract Documents pursuant to the foregoing is a waiver of any discrepancy, defect, or conflict therein.

7. **Documents Accompanying Bid Proposal; Signatures**: Each Bid Proposal shall be accompanied by: (a) Bid Security, (b) Subcontractors List, (e) Proof of registration with the Department of Industrial Relations (DIR) by both contractor and proposed subcontractors pursuant to Labor Code section 1725.5 (d) Workers' Compensation Insurance Certification, and (e) Non-collusion Affidavit, each of which must be complete and signed in the name of the Bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid on behalf of the Bidder. All other documents that are required to be submitted with the Bid Proposal must be executed in accordance with the terms of each such document by an individual duly authorized to execute the same on behalf of the Bidder. Any bid not conforming with the foregoing may be rejected by the District as being non-responsive.

8. **Bid Security**: Each Bid Proposal shall be accompanied by Bid Security in the form of: (a) cash, (b) cashier's check made payable to the District, (c) or a satisfactory bid bond in favor of the District, executed by the Bidder as principal and a satisfactory surety company as surety, in an amount not less than 10% of the maximum amount of the base bid. Failure of any Bid Proposal to include such bid security shall render the bid non-responsive and the same will be rejected by the District. In the event that the Bidder's Bid Security is in the form of a Bid Bond, the Bidder's Bid Proposal shall be deemed responsive only if said Bid Bond is in the form and content set forth herein and the surety is on the list of sureties approved by the United States Department of Treasury, as set forth in the then current Federal Register and/or an Admitted Surety Insurer as that term is defined in California Code of Civil Procedure §995.120. In the event the Bidder is awarded the contract and the Bidder fails or refuses to execute the agreement within the time set forth in the contract documents, the Bid Security shall be forthwith forfeited by such Bidder. In such event, the Bidder shall remain liable for any costs incurred by the District in procuring the proposed work that exceeds the bid amount of such Bidder, less the amount of the forfeited Bid Security.

9. **Subcontractor Bonds**: In accordance with California Public Contract Code §4108, if a Bidder requires a bond or bonds of its Subcontractor(s), whether the expense of procuring such bond or bonds are to be borne by the Bidder or the Subcontractor(s), such requirements shall be specified in the Bidder's written or published request for sub-bids. Failure of the Bidder to comply with these requirements shall preclude the Bidder from imposing bonding requirements upon its Subcontractor(s) or rejection of a Subcontractor's bid under California Public Contract Code §4108(b).

10. **Designation of Subcontractors; Subcontractors List**: Each Bidder shall submit a list of its proposed Subcontractors for the proposed work as required by the Subletting and Subcontracting Fair Practices Act (California Public Contract Code §4100, et seq.) on the form furnished. The failure of any Bid Proposal to include all information required by the Subcontractors List will result in rejection of the Bid Proposal for non-responsiveness.
11. **Debarred Contractors:** Contractors are prohibited from performing work on a public works project with a subcontractor who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

12. **Work of Subcontractors:** All Bidders are referred to the Contract Documents and the notation therein that all Contract Documents are intended to be complementary and that the organization or arrangements of the Specifications and Drawings shall not limit the extent of the work of the Contract Documents. Accordingly, all Bidders are encouraged to disseminate all of the Specifications, Drawings, and other Contract Documents to all persons or entities submitting sub-bids to the Bidder. The omission of any portion or item of the work from the Bidder’s bid or from the bidder’s sub-bidders’ sub-bids which is/are necessary to produce the intended result and/or which are reasonably inferable from the Contract Documents is not a basis for adjustment of the Contract Price or the Contract Time.

13. **Compliance with Immigration Reform and Control Act of 1986:** The Bidder is solely and exclusively responsible for the employment of individuals in connection with any of the work of the contract in conformity with the Immigration Reform and Control Act of 1986, 8USC§§1101 et seq. (the “IRCA”). The successful Bidder shall also require that any person or entity employing labor in connection with any of the work of the contract shall so comply with the IRCA.

14. **Anti-Discrimination:** It is the policy of the District that, in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. All Bidders shall comply with the District’s anti-discrimination policy and all applicable Federal and California anti-discrimination laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code §12940 et seq., and Labor Code §1735. In addition, all Bidders agree to require like compliance by any Subcontractors employed by them on the work of the Contract.

15. **Workers’ Compensation:** In accordance with the provisions of §3700 of the California Labor Code, the successful Bidder shall secure Workers’ Compensation Insurance of its employees engaged in the work of the Contract. The successful Bidder shall sign and file with the District the following certificate prior to performing the work under this contract: “I am aware of the provisions of §3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provision of the code, and I will comply with such provisions before commencing the performance of the work of this contract.” The form of such certificate is included as part of the Contract Documents.

16. **Prevailing Wage:** The General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773, and 1773.1 are included in this Bid Package and must be complied with as stated in Article 13 of the General Conditions.

17. **Utility Permits and Fees:** The Bidder shall include in his/her bid an allowance for utility permits and fees as stated in the Supplementary General Conditions.

18. **Responsive Bid Proposal:** A responsive Bid Proposal shall mean a Bid Proposal which conforms, in all material respects, with the bid and contract documents.

19. **Responsible Bidder:** A responsible Bidder is a Bidder who has the capability in all respects, to perform fully the requirements of the Contract Documents and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered: (i) the ability, capacity, and skill of the Bidder to perform the work of the Contract Documents; (ii) whether the Bidder can perform the work promptly and within the time specified, without delay or interference; (iii) the character, integrity, reputation, judgment, experience, and efficiency of the Bidder; (iv) the quality of performance of the Bidder on previous contracts, by way of example only, the following information will be
considered: (a) the administrative, consultant, or other cost overruns incurred by the District on previous contracts with the Bidder; (b) the Bidder’s compliance record with contract general conditions on other projects; (c) the submittal by the Bidder of excessive and/or unsubstantiated extra cost proposals and claims on other projects; (d) the Bidder’s record for completion of work within the contract time and the Bidder’s compliance with the scheduling and coordination requirements on other projects; (e) the Bidder’s demonstrated cooperation with the District and other contractors on previous contracts; and (f) whether the work performed and materials furnished on previous contracts was in accordance with the Contract Documents; (v) the previous and existing compliance by the Bidder with laws and ordinances relating to contracts; (vi) the sufficiency of the financial resources and ability of the Bidder to perform the work of the contract documents; (vii) the quality, availability, and adaptability of the goods or services to the particular use required; (viii) the ability of the Bidder to provide future maintenance and service for the warranty period of the contract; (ix) whether the Bidder is in arrears on debt or contract, or is a defaulter on any surety bond; (x) such other information as may be secured by the District having a bearing on the decision to award the contract, to include without limitation the ability, experience, and commitment of the Bidder to properly and reasonably plan, schedule, coordinate, and execute the work of the Contract Documents and whether the Bidder has ever been barred from bidding or found ineligible for bidding on any other projects. The ability of a Bidder to provide the required bonds will not of itself demonstrate responsibility of the Bidder.

20. Contractor’s License: No Bid Proposal will be considered from a Bidder who, at the time Bid Proposals are opened, is not licensed to perform the work of the contract documents, in accordance with the Contractors License Law, California Business & Professions Code §7000 et seq. This requirement is not a mere formality and will not be waived by the District or its Board of Trustees. The required California Contractor’s License classification(s) for the work is set forth in the Supplementary General Conditions. Contractors C-10 License required.

21. Drug Free Workplace Certificate: In accordance with California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990, the successful Bidder will be required to execute a Drug Free Workplace Certificate concurrently with execution of the agreement and shall implement and take the affirmative measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. Failure of the successful Bidder to comply with the measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq, may result in penalties, including without limitation, the termination of the agreement, the suspension of any payment of the contract price otherwise due under the contract documents, and/or debarment of the successful bidder.

22. Bidder’s Interested in More than One Bid Proposal; Non-Collusion Affidavit: No person, firm, corporation, or other entity shall submit or be interested in more than one Bid Proposal for the same work; provided, however, that a person, firm, or corporation which has submitted a subproposal to a Bidder or who has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a subproposal, quoting prices to other Bidders, or submitting a Bid Proposal for the proposed work to the District. In accordance with Public Contract Code §7106, Bidders on all public works contracts are required to submit an Affidavit of Non-collusion with their bid. This form is included with the bid package and must be signed under the penalty of perjury and dated.

23. Withdrawal of Bids: Any Bidder may withdraw its bid either personally by written or telegraphic request delivered to the District prior to the scheduled closing time for receipt of bids and the District’s public opening and reading of Bid Proposals. In the event a Bidder submitting a Bid Proposal shall seek to withdraw its Bid Proposal, pursuant to California Public Contract Code §5100 et. seq., it shall be the sole and exclusive responsibility of the Bidder to notify the District of such withdrawal within the time and in the manner set forth above. Any written or telegraphic notice of withdrawal of a submitted bid received after the scheduled closing time for receipt of bids or the District’s public opening and reading of Bid Proposals shall not be considered by the District, nor effective to withdraw such Bid Proposal. The District may condition its consent to such withdrawal upon forfeiture of such Bidder’s Bid Security.

24. Bid Security Return: The Bid Security of three or more low Bidders, the number being at the sole discretion of the District, will be held by the District for sixty (60) days or until posting by the successful Bidder(s) of the bonds and certificates of insurance required and return of executed copies of the appropriate agreement form, whichever first occurs, at which time the deposits will be returned to the Bidder.
25. **Forfeiture of Bid Security**: In the event the Bidder to whom an award of the contract is made fails or refuses to execute the agreement within seven (7) calendar days from the date of receiving notification that it is the Bidder to whom the Contract has been awarded, the District may declare the Bidder’s Bid Security forfeited as damages caused by the failure of the Bidder to enter into the Contract, and may thereupon award the work and Contract for the work to the responsible Bidder submitting the next lowest Bid Proposal, or may call for new bids, in its sole and exclusive discretion. In the event a Bidder shall request the consent of the District to permit such Bidder to withdraw its Bid Proposal after the scheduled closing time for receipt of bids and the District’s public reading of bids, pursuant to California Public Contract Code §5100 et seq., the District may, in its sole and exclusive discretion, condition its consent to such withdrawal upon the Bidder’s forfeiture of the Bid Security. The forfeiture of such Bid Security shall not operate to limit or otherwise restrict the liability of such Bidder to the District for the cost of procuring the work of the contract, to the extent that such costs exceed the Bidder’s price and the amount of Bid Security forfeited.

26. **Agreements and Bonds**: A form of the Agreement which the successful bidder, as Contractor, will be required to execute, along with the forms and amounts of Labor and Materials Payment Bond, the Performance Bond, and other documents and instruments which the successful Bidder must furnish are included in the contract documents.

27. **District’s Right to Modify Contract Documents**: Before the public opening and reading of Bid Proposals, the District may modify the Work, the Contract Documents, or any portion(s) thereof by the issuance of written addenda disseminated to all Bidders who have obtained a copy of the Specifications, Drawings, and Contract Documents pursuant to the Notice Inviting Bids. If the District issues any addenda during the bidding, the failure of any Bidder to acknowledge such addenda in its Bid Proposal will render the Bid Proposal non-responsive and rejected.

28. **Alternate Bid Items Not Included in Award of Contract**: Bidders are referred to the provisions of the Contract Documents permitting the District, during performance of the work, to add or delete from the scope of the work Alternate Bid Items with the cost or credit of the same being the amount(s) set forth in the Alternate Bid Items Proposal.

29. **Opening of Bids**: The date, time, and place for the submittal of Bid Proposals are set forth in the Notice Inviting Bids. It is the sole and exclusive responsibility of bidders to ensure that bids are submitted timely. The District shall place a clock, in a conspicuous location, at the location where Bid Proposals are to be submitted. For the purpose of determining the final time for submittal of bids, the clock placed by the District in the location for submittal of bids shall be controlling and determinative. Any bid submitted after the last time for submittal of bids, as determined by the clock placed by the District for such bid shall be returned by the District to the Bidder unopened. The foregoing notwithstanding, pursuant to California Education Code §81641, whether or not Bid Proposals are opened exactly at the time fixed in the Notice Inviting Bids, no bids shall be received or considered by the District after the opening of the bids. Any bids submitted after such time shall be deemed non-responsive, will not be considered, and will be returned by the District to the Bidder unopened.

30. **Request for Substitution**: In accordance with Public Contract Code §3400, the District has provided a period of time prior to the award of the contract for submission of data substantiating a request for a substitution of “an equal” item. The period of time for submission of substitutions is set forth in the Supplementary General Conditions.

31. **Bid Protest**: Any Bidder submitting a bid to the District may file a protest of the District’s intent to award the contract provided that each and all of the following are complied with: (a) the bid protest is in writing; (b) the bid protest is filed and received by the Superintendent/President of the District not more than seven (7) calendar days following the date of issuance of the District’s Notice of Intent to Award the contract; (c) the written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities, and argument in support of the grounds for the bid protest; any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible, and creditable evidence.
Any bid protest not conforming to the foregoing shall be rejected by the District as invalid. For a bid protest filed in conformity with the foregoing, the District’s Superintendent/President or such individual(s) as may be designated by him/her, shall review and evaluate the basis of the bid protest and shall provide a written decision to the Bidder submitting the bid protest concurring with or denying the bid protest. The District’s Board of Trustees will render a final determination and disposition of a bid protest by taking action to adopt, modify, or reject the disposition of a bid protest as reflected in the written statement of the Superintendent/President or his/her designee. Action by the District’s Board of Trustees relative to a bid protest shall be final and not subject to appeal or reconsideration by the District, any employee or officer of the District, or member of the District’s Board of Trustees. The issuance of a written decision by the District’s Superintendent/President (or his/her designee) and action by the District’s Board of Trustees to adopt, modify, or reject the disposition of the bid protest reflected in such written statement shall be an express condition precedent to the institution of any legal proceeding relative to the bidding process, the District’s intent to award the contract, or the District’s determination to reject all bids. In the event that any legal or equitable proceedings are instituted and the District is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorney’s fees and costs incurred in connection with any such proceeding, including any appeal arising therefrom.

32. **Award of Contract:** The District reserves the right to reject any and all Bid Proposals, or to waive any irregularities or informalities in any Bid Proposal or in the bidding. The award of the Contract, if made by the District, through action of its Board of Trustees at a regularly scheduled meeting, will be to the responsible bidder submitting the lowest responsive Bid Proposal on the basis of the Base Bid Proposal or the Base Bid Proposal and Alternate Bid Items, if any, selected in accordance with the Instructions for Bidders as set forth in the General Conditions.

33. **Public Records:** Bid Proposals and other documents responding to the Notice Inviting Bids become the exclusive property of the District upon submittal of the same to the District. At such time as a recommendation for award of the contract to a Bidder appears on the agenda of the District’s Board of Trustees, all Bid Proposals and other documents submitted to the District in response to the Notice Inviting Bids become a matter of public record and shall be thereupon be considered public records, except for information contained in such Bid Proposals deemed to be trade secrets (as defined in California Civil Code §3246.1), the Bidder’s responses to the General Contractor Qualification Statement, and any other materials otherwise exempt by law from disclosure. A Bidder who indiscriminately marks most of its Bid Proposal as exempt from disclosure as a public record, whether by the notations of "Trade Secret", "Confidential", or "Proprietary", or otherwise, may result in the District deeming such bid to be non-responsive and rejected. The District shall in no way be liable or responsible for the disclosure of such records, including those exempt from disclosure, if disclosure is deemed required by law, by an order of court, or which occurs through inadvertence, mistake, or negligence on the part of the District, its officers, employees, or agents. When Bid Proposals are deemed matters of public record, pursuant to the above, any Bidder or other party shall be afforded access for inspection and/or copying of such Bid Proposals, by request made to the District in conformity with the California Access to Public Records Act, California Government Code §6250 et seq. 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 Bid Proposal deemed exempt from disclosure hereunder, the Bidder submitting the materials sought by such action or proceeding agrees, upon submission of its Bid Proposal to the District for consideration, 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 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 material until otherwise ordered by a court of competent jurisdiction.

END OF SECTION
BID FORM
for
PERFORMING ARTS CENTER CURTAINS – F-340

TO: VICTOR VALLEY COMMUNITY COLLEGE DISTRICT,
acting by and through its Governing Board,
18422 Bear Valley Road
Victorville, California  92395
(760) 245-4271, herein called "District":

FROM: _________________________________________________________
(Business Name of Bidder)

_______________________________________________________
(Address)

_______________________________________________________
(City, State, Zip Code)

_______________________________________________________
(Telephone/Facsimile)

_______________________________________________________
(Name(s) of Bidder’s Authorized Representative(s))

1. Bid Proposal Amount: Pursuant to and in compliance with the Notice Inviting Bids, the Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having reviewed the Instructions for Bidders and all other Contract Documents and upon compliance with all requirements therein with reference to the submittal of this Bid Proposal, hereby proposes and agrees to perform the Contract including, without limitation, all of it component parts; to perform everything required to be performed; to provide and furnish any and all of the labor, materials, tools, equipment, permits, and services necessary to perform the Contract and complete in a workmanlike manner all of the work required in connection with Project described as:

PERFORMING ARTS CENTER CURTAINS – F-340

in accordance with the Contract Documents for the price as follows:

TOTAL BID $ ________________________________

Total Base Bid in Words: ____________________________________________________ Dollars

3. Bid Addenda: In submitting this Bid Proposal, the undersigned Bidder acknowledges receipt of all Bid Addenda issued by or on behalf of the District, as set forth below. The Bidder confirms that this Bid Proposal incorporates and is inclusive of all items or other matters contained in the Bid Addenda.

Addenda Nos. ________ Received, acknowledged, and incorporated into this Bid Proposal.

(i.e. 1, 2, 3…)

4. Rejection of Bid; Holding Open of Bid: It is understood that the District reserves the right to reject this Bid Proposal and that this Bid Proposal shall remain open and not be withdrawn for the period specified in the Notice Inviting Bids.
5. **Documents Accompanying Bid Proposal:** The undersigned Bidder has submitted with this Bid Proposal the following:

- Subcontractors List
- Bid Security
- Certification of Drug-Free Workplace
- Non-Collusion Affidavit
- Certificate of Workers' Compensation Insurance
- Proof of Registration with DIR

The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Notice Inviting Bids, the Instructions for Bidders, and in each of the foregoing documents, the Bid Proposal may be rejected as non-responsive.

6. **Award of Contract:** It is understood and agreed that if written notice of the acceptance of this Bid Proposal and the intent to award the Contract thereon is mailed, telegraphed, or delivered by the District to the undersigned after the opening of Bid Proposals and within the time this Bid Proposal is required to remain open, or at any time thereafter before this Bid Proposal is withdrawn, the undersigned will execute and deliver to the District the Agreement in the form attached hereto in accordance with the Bid Proposal as accepted within fourteen (14) working days after receipt of notification of award. Concurrently with delivery of the executed Agreement to the District, the Bidder awarded the Contract shall deliver to the District: (a) Certificates of Insurance evidencing all insurance coverages required under the Contract Documents; (b) the Performance Bond; (c) the Labor and Materials Payment Bond; (d) the Drug-Free Workplace Certificate; and (e) Proof of registration with the Department of Industrial Relations (DIR) by both contractor and proposed subcontractors pursuant to Labor Code section 1725.5. All of the foregoing shall be in conformity with applicable requirements as set forth in the Notice Inviting Bids, the Instructions for Bidders, and each of the foregoing documents. Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the District's rescission of the award of the Contract and/or forfeiture of the Bidder's Bid Security. In such event, the District may, in its sole and exclusive discretion elect to award the Contract to the responsible Bidder submitting the next lowest Bid Proposal, or to reject all Bid proposals. The work under the Contract Documents shall be commenced by the undersigned Bidder, if awarded the Contract, on the date to be stated in the District's Notice to proceed issued pursuant to the Contract Documents and substantial completion of the work shall be achieved within the Contract Time specified in the Contract Documents.

7. **Notices:** All notices or other correspondence should be addressed to the District and the Bidder at their respective addresses set forth herein. Notices shall be effective only if in writing and in conformity with the requirements for service of notices set forth in the Contract Documents.

8. **Contractor's License:** The undersigned Bidder is currently and duly licensed in accordance with the California Contractor License Law, California Business & Professions Code §§7000 et seq., under the following classification(s) ___________________________ bearing License Number(s) ____________________ with expiration date(s) of _____________________________. By executing this Bid Proposal and submitting the same to the District, the Bidder acknowledges the provision of the California Business & Professions Code §7028.15 which provides that it shall be a misdemeanor for any person to submit a Bid Proposal to a public agency without having a license to perform the work of the Bid Proposal. By executing this Bid Proposal, the Bidder hereby certifies that: (a) it is duly licensed, in the necessary class(es), for performing the work of the Contract Documents; (b) that such license shall be in full force and effect throughout the duration of the performance of the work under the Contract Documents; and (c) that all Subcontractors providing or performing any portion of the work of the Contract Documents shall be so similarly and appropriately licensed to perform or provide such portion of the work.

9. **Provision of the Clayton Act:** Pursuant to Government Code §4552, in submitting a Bid Proposal to the District, the Bidder offers and agrees that if the Bid Proposal is accepted, it will assign to the District all rights, title, and interest in and to all causes of action it may have under §4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with §16700] of Part 2 of Division 7 of the Business & Professions Code), arising from purchases of goods, materials, or service by the Bidder for sale to the District pursuant to the Bid Proposal. Such assignment shall be made and become effective at the time the District tenders final payment to the Bidder.

10. **Designation of Subcontractors:** In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code §4104) and any amendments thereof, each Bidder shall set forth in the
Subcontractors List: (1) the name and the location of the place of business of each Subcontractor who will perform work or labor or render services to the Bidder in or about the construction of the work to be performed under the Contract Documents in an amount in excess of one-half of one percent (0.5%) of the Bidder’s Bid Proposal; (2) the portion of the work which will be performed by each Subcontractor; and (3) Proof of registration with the Department of Industrial Relations (DIR) by subcontractors pursuant to Labor Code section 1725.5. The Bidder shall list only one Subcontractor for each portion of the work as defined by the Bidder in its Bid Proposal.

If a Bidder fails to list a Subcontractor or if the Bidder specifies more than one Subcontractor for the same portion of work to be performed under the Contract Documents valued in excess of one-half of one percent (>0.5%) of the Bidder’s Bid Proposal amount, the Bidder shall be deemed to have agreed that he/she is fully qualified to perform that portion him-/herself, and that he/she shall perform that portion of the work.

No Bidder whose Bid Proposal is accepted shall (1) substitute any Subcontractor, (2) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the Subcontractor originally listed in the original Bid Proposal, or (3) sublet or subcontract any portion of the work in excess of one-half of one percent of the Bidder’s Bid Proposal as to which the Bidder’s original Bid Proposal did not designate a Subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

No Bidder whose Bid Proposal is accepted shall (1) substitute any Subcontractor, (2) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the Subcontractor originally listed in the original Bid Proposal, or (3) sublet or subcontract any portion of the work in excess of one-half of one percent of the Bidder’s Bid Proposal as to which no Subcontractor was designated in the original Bid Proposal shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract, setting forth the facts constituting the emergency or necessity.

11. **Confirmation of Figures:** By submitting this Bid Proposal, the Bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees, or representatives shall be responsible for any errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal.

12. **Acknowledgment and Confirmation:** The undersigned Bidder acknowledges its receipt, review, and understanding of the Drawings, the Specifications, and other Contract Documents pertaining to the proposed work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible, and complete for providing, performing, and constructing the work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies that it has, or has available, all necessary equipment, personnel, materials, facilities, and technical and financial ability to complete the work for the amount bid herein with the Contract Time and in accordance with the Contract Documents.

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

____________________________________________________________________
(Corporate Seal)

__________________________
(Signature)

__________________________
(Printed Name)

__________________________
(Title)
CONTRACTORS CERTIFICATE REGARDING
WORKERS’ COMPENSATION

I hereby affirm, under penalty of perjury, one of the following declarations:

☐ I have and will maintain a certificate of consent to self-insure for workers’ compensation, as provided by Section 3700, for the duration of any business activities conducted for which this license is issued.

☐ I have and will maintain workers’ compensation insurance, as required by Section 3700, for the duration of any business activities conducted for which this license is issued.

☐ My workers’ compensation insurance and policy number are:

  Carrier ________________________________
  Policy Number __________________________

I certify that in the performance of any business activities for which this license is issued, I shall not employ any person in any manner so as to become subject to the workers’ compensation laws of California, and agree that if I should become subject to the workers’ compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with the provisions of Section 3700.

Name_________________________________ Date_________________________________

Address______________________________ Signature______________________________

Warning: Failure to secure workers’ compensation coverage is unlawful, and shall subject an employer to criminal penalties and civil fines up to $100,000, in addition to the cost of compensation, damages as provide for in Section 3706 of the labor code, interest, and attorney’s fees.
**VICTOR VALLEY COMMUNITY COLLEGE**

**INFORMATION FOR BIDDERS & BID FORMS**

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**Note:** Form may be photocopied as needed for additional subcontractors.

### DESIGNATION OF SUBCONTRACTORS

<table>
<thead>
<tr>
<th>Portion of Work</th>
<th>Subcontractor</th>
<th>Complete Address of Business</th>
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<tbody>
<tr>
<td>Trade and Portion (%) of the Work</td>
<td>Name of Subcontractor</td>
<td>Business Address of Subcontractor</td>
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</table>

Name

Address

Business Name of Bidder

(Signature of Bidder)

Date: ______________________________
NON-COLLUSION AFFIDAVIT TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID PROPOSAL

________________________________________, being first duly sworn, deposes and
says that he/she is (title) ________________________________ of ____________________________ the party
making the foregoing Bid Proposal. In connection with the foregoing Bid Proposal, the
undersigned declares, states, and certifies that: (1) the bid is not made in the interest
of, or on behalf of, any undisclosed person, partnership, association, organization,
corporation, or company; (2) the Bid Proposal 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 a sham bid, or that anyone shall
refrain from bidding; (4) the Bidder has not in any manner, directly or indirectly, sought
by agreement, communication, or conference with anyone to fix the bid price of the
Bidder or that of any other bidder, or to fix any overhead, profit, or cost element of the
bid price, or of 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 Bid Proposal are true; and, (6) the Bidder has not, directly
or indirectly, submitted his/her 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 certify (or declare) under penalty of perjury under the laws of the state of California
that the foregoing is true and correct.

______________________________  ______________________________
(Date)                                                                             (Signature)
BID BOND
PERFORMING ARTS CENTER CURTAINS – F:340

(Name of Principal) of _____________________________________________________
(Address)
City of _____________________________________________________, State of ______________________________________________
as Principal, and ___________________________________________________________________
(Address)
State of California, as Surety, are indebted to VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

THE CONDITION OF THE OBLIGATION OF THIS BOND IS THAT THE PRINCIPAL has submitted to the accompanying Bid Proposal
dated _____________________, 20__ for __________________________________________________________________________
NOW, THEREFORE, if the Principal shall not withdraw said Bid Proposal within the period specified therein after the opening of the same,
or, if no period be specified, within sixty (60) days after said opening; and if the Principal is awarded the Contract, and shall within the
period specified therefor, 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 District, in accordance with the Bid Proposal as accepted and give bond 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 Bid Proposal within the period specified
or the failure to enter into such contract and give such bonds within the time specified, if the Principal shall pay the District the difference
between the amount specified in said Bid Proposal and the amount for which the District 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 District in again calling for bids, then the above
obligation shall be void and of no effect, otherwise to remain in full force.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the
Contract of the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in anywise
affect its obligation 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 or the call for bids, or to the work, or to the specifications.

In the event the District brings suit upon this bond and judgment is recovered, the Surety shall pay all costs incurred by the District in such
a suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above-named on the __________ day of
__________, 20__

_____________________________________________________________
Principal
By __________________________________________________________
(Corporate Seal)
Typed or Printed Name
Title _________________________________________________________

_____________________________________________________________
Surety
By __________________________________________________________
(Corporal Seal)
Typed or Printed Name
Title _________________________________________________________
(Attach Attorney in Fact Certificate and All Purpose Acknowledgement)
DRUG-FREE WORKPLACE CERTIFICATION

Name of Company

The Contractor named above hereby certifies compliance with Government Code §8355 in matters relating to providing a drug-free workplace. The above named Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code §8355(a).

2. Establish a Drug-Free Awareness Program as required by Government Code §8355(b), to inform employees about all of the following:
   (a) the dangers of drug abuse in the workplace,
   (b) the District has a policy of maintaining a drug-free workplace,
   (c) the Contractor has a policy of maintaining a drug-free workplace,
   (d) any available counseling, rehabilitation, and employee assistance programs, and
   (e) penalties that may be imposed upon employees for drug abuse violations.

3. Provide as required by Government Code §8355(c), that every employee who works on the proposed contract will:
   (a) receive a copy of the contractor's drug-free policy statement, and
   (b) will agree to abide by the terms of Contractor's statement as a condition of the Contract.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the Contractor to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

Printed Name

Signature

Date: ___________________
PROOF OF REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS
PUBLIC WORKS CONTRACTOR REGISTRATION PROGRAM