



Palomar Community College District
Purchasing Services, Bldg. / Rm. A-124
1140 W. Mission Rd.
San Marcos, CA 92069-1487
Phone: (760) 744-1150
FAX: (760) 471-7061

BID DOCUMENTS
for
BID # B19-02: Landscape Maintenance

BID Opening Date & Time: August 13, 2018 at 2:00 PM

To: Prospective Bidders

Please immediately review our "Bid Process Timeline", Item # 1 in the Information for Bidders - Specific section, Page 4 of this document.

***** NOTE: Attendance at the mandatory pre-bid conference on July 25, 2018 at 2:30 P.M. is required in order for a vendor to qualify as a responsive bidder. *****

Any requests for interpretation or corrections must be made in accordance with the Information for Bidders – General section, "Item 8. Interpretation of Documents" and according to the "Bid Process Timeline."

If you wish to bid, your completed bid must be returned in a sealed envelope no later than the **Bid Opening Date and Time** as stated in the Notice to Bidders.

- **SUBMIT ONLY ONE (1) ORIGINAL BID SUBMITTAL PACKAGE.** Please do not submit additional copies. Please submit only the required forms and/or documents.
- **DO NOT TAKE EXCEPTION TO THE BID DOCUMENT SPECIFICATIONS, TERMS AND CONDITIONS.** The District reserves the right to reject, and most likely will be required to reject, any bid which imposes conditions or terms on purchases of the goods and/or services which were not specified in the original Request for Bids document.

If you have any questions regarding the bid requirements or timeline, please contact the District's Senior Buyer Teresa Wacker, at (760) 744-1150, Extension 2128 or Purchasing Supervisor, Jenny Akins, at (760) 744-1150 Extension 2139 or

Sincerely,

Teresa Wacker
Senior Buyer, Purchasing Services

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NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the Palomar Community College District of San Diego County, California, acting by and through its Governing Board, hereinafter referred to as the "District", will receive up to, but not later than 2:00 PM on the 13th day of August, 2018 sealed bids for the award of a contract for:

BID NO. B19-02: Landscape Maintenance

Such bids shall be received in the office of the Senior Buyer, Purchasing Services, Palomar Community College District, 1140 West Mission Road, Room A-124, San Marcos, California 92069-1487, at the above stated time and place; and such bids shall be opened and publicly read aloud promptly thereafter either in Room A-132 or in a larger room nearby.

Any bid received after the stated date and time will not be considered. Bids submitted and participation by interested bidders in the process shall be at no cost or obligation to the District.

Each bid must conform and be responsive to this invitation, the Information for Bidders, the Specifications, the Plans, if any, and all other documents comprising the pertinent contract documents. Copies of the Contract Documents are now on file and may be obtained in the office of the Senior Buyer, Purchasing Services at the above address, as well as at the following District bid website (in the Purchasing Services section, towards the bottom of that website) :

<http://www2.palomar.edu/pages/businessservices/Bids-rfqs-and-rfps>

The District reserves the right to reject any or all bids, to accept or to reject any one or more items on a bid, or to waive any irregularities or informalities in the bids or in the bidding process.

No bidder may withdraw its bid for a period of sixty (60) days after the date set for the opening of bids.

**BY THE ORDER OF THE GOVERNING BOARD OF THE
PALOMAR COMMUNITY COLLEGE DISTRICT**

Mark Evilsizer, Secretary
Palomar Community College District
San Diego County, California

Publication: Daily Journal
Publication Dates: July 13, 2018 and July 20, 2018

INFORMATION FOR BIDDERS – Specific

The following information is specific to this Bid / Contract. Information stated in this “Information for Bidders – Specific” section supersedes any conflicting information which may be contained in the following “Information for Bidders – General” section.

1. **BID PROCESS TIMELINE:** The following is the timeline for bid submittals and the bid evaluation and selection process:

DATE AND TIME	DEADLINE / PROCESS DESCRIPTION
July 13, 2018 Ad # 1: July 13, 2018 Ad # 2: July 20, 2018	District notifies prospective bidders of bid. District also places bid document on following District bid website: http://www2.palomar.edu/pages/businessservices/Bids-rfqs-and-rfps
July 25, 2018, 2:30 PM Facilities Conference Room RS-5	MANDATORY PRE-BID CONFERENCE = = = See further details in Item # 2 following. = = =
August 1, 2018	Deadline for Vendors to either fax or e-mail to the District their requests for interpretation of bid documents as follows: FAX #: 760-471-7061 (to attn: Teresa Wacker or Jenny Akins) E-Mail: Teresa Wacker: twacker@palomar.edu Jenny Akins: jakins@palomar.edu Phone: Teresa Wacker: (760) 744-1150, Ext. 2128 Jenny Akins: (760) 744-1150, Ext. 2139
August 6, 2018	Deadline for District to issue Addenda and to place Addenda on the District bid website. NOTE: Bidders are ultimately responsible for checking the District’s bid website promptly after this deadline to ensure that they are aware of any and all addenda to this bid. If the District needed to extend this addenda deadline, the District would first issue / post an addendum to officially extend the addenda deadline. Bidders may contact the District’s Senior Buyer or Purchasing Supervisor to verify the status of Addenda.

DATE AND TIME	DEADLINE / PROCESS DESCRIPTION
August 13, 2018 2:00 PM	<p>BID OPENING DATE AND TIME (BID SUBMITTAL DEADLINE). Sealed Bids must be received no later than this date and time at the following address:</p> <p style="padding-left: 40px;">Palomar College Attn: Purchasing Services, Bid # B19-02 1140 W. Mission Rd. Room A-124 San Marcos, CA 92069-1487</p> <p><i>Note: Such bids shall be opened and publicly read aloud promptly thereafter either in Room A-132 or in a larger room nearby.</i></p> <p>(See following Item # 13 "MAILING / DELIVERING THE BID" for envelope labeling instructions, Campus Map and Campus Parking Instructions.)</p>
September 11, 2018	<p>Tentative Date: District's Governing Board, at their official Governing Board Meeting, awards contract(s) to the selected vendor(s).</p>
September 24, 2018	<p>Tentative Date: Agreement(s) signed by District and awarded vendor(s); insurance certificates, Tax ID information, and any required bonds have been received by the District; District issues purchase order(s) to selected vendor(s).</p>
October 1, 2018	<p>Deadline for vendor to begin services to the District.</p>

2. **MANDATORY PRE-BID CONFERENCE:** A Mandatory Pre-Bid Conference will be held as follows:

- **DATE: July 25, 2018**
- **TIME: 2:30 PM**
- **PLACE: Facilities Conference Room RS-5 on the San Marcos Campus, 1140 W. Mission Rd., San Marcos, CA 92069.**

Bidder Check In: All attendees will be required to sign in at the beginning of the Pre Bid Conference.

Allow sufficient time to obtain a Parking Permit from the Campus Police located in the Police modular building to the northwest of the main entrance to the San Marcos Campus.

Any bid submitted by a Bidder who does not attend the above-mentioned mandatory pre-bid conference shall be considered a non-responsive bid.

3. **PERIOD OF CONTRACT / TYPE OF CONTRACT:** This bid is for:
- **A nine (9) month Contract for Goods and/or Services, with four (4) possible annual one (1) year renewals**

Refer to the "Specifications – Material and/or Service" section for further information.

4. **COMPOSITION OF THE BID DOCUMENTS:** The bid is comprised of the documents listed in the Table of Contents on Page 2, as well as any separate plans and/or samples as further described in Item # 5 below. All parts will become a binding part of an award to the successful bidder. The Agreement will require completion by the awarded bidder upon notice of award.

Note: The District provides the bid documents as PDF file(s) which are accessible from the District's Bid Website. If requested by a bidder, the District will mail a hard copy of the bid documents to the bidder, or the bidder may pick up a hard copy directly from the Purchasing office.

The District will not provide Bidders with a separate Word or Excel file of the bid documents or the Bid Sheets.

5. **DISTRICT SEPARATE PLANS AND / OR SAMPLE(S) ENCLOSED:**

- Separate Plans: None
- District Sample: None

6. **DOCUMENTS TO BE INCLUDED IN THE BIDDER'S BID SUBMITTAL PACKAGE:** A Bidder's bid submittal must include the following items, completely filled out and signed by authorized signatory personnel of the Bidder's company, in order to be considered a responsive bid:

- A. The following District forms, supplied in these bid documents, MUST be completely filled out and signed by authorized signatory personnel of the Bidder's company and are to be included in the Bidder's Bid Submittal package:

- Bid Form
- References (*equivalent document is acceptable*)
- Designation of Subcontractors
- Non-Collusive Bidding Declaration
- Contractor's Certification Regarding Workers' Compensation
- Bid Sheets
- DIR Registration Verification Form

Do not re-format these forms.

- **SUBMIT ONLY ONE (1) ORIGINAL BID SUBMITTAL PACKAGE.** Please do not submit additional copies. Please submit only the required forms and/or documents. Any remaining and non-required pages of the bid document which the Bidder returns to the District in its bid submittal will be discarded by the District.
- **DO NOT TAKE EXCEPTION TO THE BID DOCUMENT SPECIFICATIONS, TERMS AND CONDITIONS.** The District reserves the right to reject, and most likely will be required to reject, any bid which imposes conditions or terms on purchases of the services which were not specified in the original Request for Bids document.

The Purchasing Office will be opening all bids in the presence of any and all vendors who choose to attend the bid opening. As each bid is opened, Purchasing will read the Bidder/Company name and will comment whether or not the above listed forms and documents appear to have been properly submitted (completely filled out and signed). Purchasing will also announce the Bidder's stated Grand Total Bid Evaluation Cost. **Note: All documents are subject to further review, validation and bid evaluation cost correction by the Purchasing office**

7. **BIDDER'S SAMPLES TO BE SUBMITTED AT TIME OF BID:** None
8. **BID BOND REQUIREMENT:** A Bid Bond is NOT required of Bidders.
9. **PAYMENT AND/OR PERFORMANCE BONDS TO BE REQUIRED OF AWARDED VENDOR(S):**
 - Payment and Performance Bonds **WILL NOT be required** of the Awarded Vendor(s).
10. **REFERENCES:** Bidders are required to complete the "References" sheet as part of their bid submittal, or check the box on that sheet to indicate that they are attaching an "equivalent" document. Bidder must be able to present evidence of satisfactory experience providing similar services as those specified in this Request for Bid.
11. **SUBCONTRACTOR'S LIST:** Bidders are required to complete the "Designation of Subcontractors" Form as part of their bid submittal.
12. **CONTRACTOR'S CERTIFICATION REGARDING WORKER'S COMPENSATION:** In accordance with the provisions of Section 3700 of Labor Code, Contractor shall secure the payment on compensation to his employees. Contractor 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 Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract." The form of such certificate is included as a part of the contract documents. Each bidder shall sign the certificate and submit it with his/her sealed bid.
13. **MAILING / DELIVERING THE BID:** The Bidder is ultimately responsible for the timely submittal of the Bidder's **sealed** Bid Package. Whether the package is hand-delivered or sent via U.S. Postal Service, U.P.S., FedEx, etc., all packages must be clearly addressed to the location shown in Item # 1 above. **To ensure that the bid package remains sealed until the bid opening date and time, clearly indicate the Bid # on the outside of the package, or at a minimum, on the sealed envelope that may be placed inside of the mailing package or carton.**

If hand-delivering the bid package to the District, refer to the Campus Map enclosed in these Bid Documents. The campus map and directions to the college are also available at the following website:

<https://www2.palomar.edu/pages/.../directions-and-parking/>

Allow sufficient time to obtain a Parking Permit from the Campus Police located in the Police modular building to the northwest of the main entrance to the San Marcos Campus.

The Purchasing Services Office is located in Bldg. A, Room A-124,

14. **METHOD OF CONTRACT AWARD:** The Contract will be awarded to the lowest responsive, responsible bidder based on the "Grand Total Bid Evaluation Cost" as reflected on the Bid Sheet(s) and subject to any mathematical calculation correction by the District. Incidental costs for irrigation repairs and parts, and costs for pest control should be factored in to bidder's grand total cost.

INFORMATION FOR BIDDERS - General

1. **SECURING DOCUMENTS:** Plans, specifications and other contract document forms will be available without charge, and may be secured by prospective bidders at the office of the Supervisor, Purchasing Services or Senior Buyer, Palomar Community College District, 1140 West Mission Road, Room A-124, San Marcos, California 92069-1487.

Prospective bidders also may obtain the pertinent bid documents, including any addenda, at the following District website (in the Purchasing Services section, towards the bottom of that website) :

<http://www2.palomar.edu/pages/businessservices/Bids-rfqs-and-rfps>

Bidders shall be responsible for checking that website immediately after the deadline date for the District to post any addenda to vendors to ensure that they have obtained any and all addenda for the bid (see Information for Bidders – Specific section, Item #1).

2. **BIDS / PROPOSALS:** Bids to receive consideration shall be made in accordance with the following instructions:
 - a) Bids shall be made upon the form therefore obtained from the District website or at the office of Purchasing Services, and properly executed. Bids shall be written in ink or by typewriter. The signature of all persons signing shall be in longhand. Quotations are to be verified before submission, as they cannot be corrected after bids are opened. The completed form shall be without interlineations, alterations or erasures. Alternative proposals will not be considered unless requested in the specifications. No oral or telegraphic modifications will be considered.
 - b) Before submitting a bid, bidders shall carefully examine the specifications and the forms of the other documents. They shall fully inform themselves as to all existing conditions and limitations, shall include in the bid a sum to cover the cost of all items included in the contract, and shall insure that unit cost and total cost is reflected in the bid. No allowance will be made because of lack of such examination or knowledge.
 - c) Whenever in our specifications, any material, process, or article is indicated of specified grade, proprietary name, or by name of manufacturer, or by use of model number or brand, such description/specification shall be deemed to be used for the purpose of facilitating the description of the item desired and shall be deemed to be bid as described “or equal”. Bidder may, unless otherwise stated, offer any such item which would be considered equal or substitute better in every respect to that so indicated or specified. The brand names, model numbers, etc. shown in the bid request are strictly for the purpose of establishing the type, standard of performance and quality required. The description must accompany bid proposals for evaluation which bidder deems as equivalent to specifications listed. The decision as to acceptability of “or equal” item rests solely with the District staff. Bidder shall submit complete illustrative and technical data on the item bid as equal. Failure to do so may nullify the bid. The item in all cases must be equal to or better in regards to quality or performance to the item specified in the bid request. Any concerns regarding these specifications must be called to the attention of the District prior to the opening date set forth herein.
 - d) All items on which bids are submitted shall be new and must in all cases be equal or better in quality and utility to those manufacturers or brands specified by the District.
 - e) The make or brand and grade of the item on which bid is submitted shall be stated on the bid form. When the make or brand and grade of the article is not stated, it will be understood to be the specific article referenced by the District.

- f) No bid shall include California sales or use tax, or Federal excise tax.
 - g) All bids on items shall be F.O.B. school locations as specified.
 - h) No charge for packing, draying, postage, express, or for any other purposes will be allowed over and above the prices bid.
 - i) Bids shall be delivered to said Palomar Community College District or its representative, at its office on/or before the day and hour set for the opening of bids in the **NOTICE TO BIDDERS**. Bids shall be enclosed in a sealed envelope and bear the description of the bid call and the name of the bidder, to see that their bid is received in proper time. Any bids received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.
 - j) All items on which bids are submitted shall be available for testing, inspection or trial at no expense to the District within three working days upon request. The District shall conduct necessary testing within five (5) working days. In addition, the District shall bear no liability of said items.
 - k) When requested, bidder shall submit properly marked samples of each article on which bid is made to the Supervisor or Senior Buyer, Purchasing Services, Palomar Community College District, 1140 West Mission Road, Room A-124, San Marcos, California 92069-1487. Each sample submitted must be marked in such a manner that the marking is fixed, so that the identification of the sample is assured. Such marking shall state (1) name of bidder, (2) number of bid and (3) item number. Bid and samples must not be sent in the same package.
 - l) Samples of items, when required, must be furnished free of expense to the District and if not destroyed by tests, will upon request, be returned at the bidder's expense.
 - m) All articles awarded on contract shall be subject to inspection and rejection. All expenses incurred in connection with furnishing articles for inspection shall be borne by the vendor.
3. **PRICES:** All bid prices shall include separate quotations for each item or unit specified. Corrections may be inserted prior to the bid opening. Changes must be made in ink and initialed by the person signing the bid or by his authorized representative. In any case in which the total bid price does not equal the unit prices times the quantities indicated, unit prices shall govern.
4. **BID SECURITIES, PERFORMANCE BONDS, PAYMENT BONDS:** If any bonds or guarantees are required by the District of the bidders or the successful bidders, those bonds or guarantees are so stated in the "Information for Bidders – Specific" and/or the "Specifications – Material and/or Service" sections of these bid documents.
5. **LISTING OF SUBCONTRACTORS:** If the District requires that the Bidder submit a listing of Subcontractors for this contract, it shall be indicated in the "Information for Bidders - Specific" section of these bid documents.
6. **NON-COLLUSIVE BIDDING DECLARATION:** The form of such declaration is included as part of the contract documents. Each bidder shall sign the declaration and submit it with his/her sealed bid.
7. **WORKERS' COMPENSATION:** All contractors are expected to comply with all applicable workers' compensation requirements. When services will be performed at District facilities and/or deliveries of materials are expected to be made by the Contractor itself to the District, the District will require from the Contractor proof of Worker's Compensation coverage. If the District requires that the Bidder submit with its bid submittal a statement regarding compliance with Worker's Compensation for this contract, it shall be indicated in the "Information for Bidders - Specific" section of these bid documents.

8. **INTERPRETATION OF DOCUMENTS:** If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, or finds discrepancies in, or omissions from the specifications, he/she may submit to the Supervisor or Senior Buyer, Purchasing Services of the Palomar Community College 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. Any request of any Bidder, pursuant to the foregoing sentence that is made after the deadline date and time specified in the "Bid Process Timeline" (Item # 1 in the Information for Bidders – Specific section) shall be deemed untimely. Please fax or e-mail your requests to Purchasing Services as described in the "Bid Process Timeline". Any interpretation or correction of the proposed documents will be made only by Addendum duly issued by said Supervisor or Senior Buyer, Purchasing Services, and a copy of such Addendum shall be posted on the District's Bid Website.

9. **ADDENDA OR BULLETINS:** Any addenda or bulletins issued by the Palomar Community College District during the time of bidding or forming a part of the documents issued to the bidder for the preparation of the bid shall be covered in the bid and shall be made a part of the contract. The Bidder shall notate in the applicable spaces provided on the Bid Form any and all addenda numbers issued by the District for this Bid.

All prospective bidders are encouraged to check the District's bid website as stated in Item # 1 above for any addenda for this bid prior to sending and submitting its bid package to the District.

10. **BIDDERS INTERESTED IN MORE THAN ONE BID:** No person, firm or corporation shall be allowed to make or file or be interested in more than one bid for the same work, unless alternate bids are called for. A person, firm or corporation submitting a sub-proposal to a bidder, or who has quoted prices on materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders.

11. **WITHDRAWAL OF BIDS:** Any bidder may withdraw their bid, either personally or by a written request, at any time prior to the scheduled time for opening of bids, but not after.

12. **OPENING OF BIDS:** Bids will be opened and publicly read aloud at the time and place scheduled in the **NOTICE TO BIDDERS**.

13. **DEMONSTRATIONS:** If the District considers a need, bidders shall be required to arrange demonstrations of items or services bid. Failure to be able to provide such working demonstration may disqualify the bidder's bid submittal. Unless otherwise requested by the District, bidders shall be required to provide the requested demonstrations at the District's facility. **ALL DEMONSTRATIONS SHALL BE PROVIDED FREE OF CHARGE TO THE DISTRICT.** Bidders may be required to reimburse the District for travel to demonstrations not held at the District's Facility.

14. **EQUAL BIDS:** When bids are equal, any payment term discounts offered by the vendors on their submitted Bid Form or Bid Sheet(s) shall be taken into consideration first; the bid submitted by the vendor who has offered the best payment term discount shall be considered the lowest bid amongst those previously considered "equal" bids. After any offered payment term discounts have been taken into consideration, when bids still remain equal, they shall be awarded by a drawing of lots, and shall be witnessed by three (3) impartial observers.

15. **AWARD OR REJECTION OF BIDS:** The contract(s) will be awarded as explained in the bid documents section "Information for Bidders - Specific." The Governing Board of Palomar Community College District, however, reserves the right to reject any/or all bids, to accept or reject any one or more items of a bid, and to waive any informality in the bids or in the bidding.

16. **WITHDRAWAL OF BIDS AFTER OPENING:** No bidder may withdraw their bid for a period of sixty (60) days after the date set for the opening thereof.
17. **AGREEMENT:** The form of agreement, which the successful bidder, as contractor, will be required to execute, is included in the contract documents and should be carefully examined by the bidder. The agreement will be executed in two (2) original counterparts. The complete contract consists of the following documents: The Notice to Bidders, the Information for Bidders, the Accepted Bid, the Specifications, the Plans, if any, and the Agreement, including all modifications thereof duly incorporated therein. All of the above documents are intended to cooperate and be complementary so that any instruction or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, materials, equipment, transportation and services necessary for the proper delivery and installation of all items called for in the contract.
18. **CONDITIONAL BID:** The District reserves the right to reject any bid which imposes on purchases any conditions or terms which were not specified in the original bid document.
19. **PRICES SHALL REMAIN FIRM FOR A PERIOD OF NINETY (90) CALENDAR DAYS FROM CONTRACT AWARD.**

AGREEMENT

[To be executed between the District and the selected/awarded vendor]

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the PALOMAR COMMUNITY COLLEGE DISTRICT, San Diego County, California, hereinafter called the "District", and _____, hereinafter called the "Contractor".

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

THE CONTRACT DOCUMENTS: The complete contract consists of the following documents: The Notice to Bidders, the Information for Bidders, the Accepted Bid, the Specifications, the Plans, if any, and the Agreement, including all modifications thereof duly incorporated therein. Any and all obligations of the District and the Contractor are fully set forth and described therein or are reasonably inferable that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in said documents. The documents comprising the complete contract are sometimes hereinafter referred to as the Contract Documents, or the Contract.

THE MATERIALS, SUPPLIES and/or SERVICES: The Contractor agrees to furnish the item or items of the stated bid listed herein, and all transportation, service, labor and material necessary to furnish and deliver same in good condition, in the manner designated in, and in strict conformity with the Specifications, Plans, if any, and other contract documents, at the price or prices hereinafter set forth. The District shall not be responsible for the care or protection of any property, material, or parts ordered against said contract before date of its delivery and acceptance by the District. It is understood by the Contractor that all items or service will be promptly delivered to Palomar Community College District as stipulated in the contract documents. The items and/or services awarded are as follows:

For Bid # B19-02: Landscape Maintenance
 (List of the items / services awarded is attached.)

NOTICE TO PROCEED: The Contractor shall not proceed to deliver the awarded items and/or perform the services as awarded until the District has issued the Contractor an official Notice to Proceed or has issued a District Purchase Order referencing this award and Agreement.

PAYMENTS: After delivery of any or all of the items and/or services hereinabove set forth and their acceptance by the Governing Board's representative, the District agrees to pay to the Contractor, and the Contractor agrees to accept in full payment therefore, the sums set opposite each item, according to all the terms, conditions and specifications of the contract documents.

IN WITNESS WHEREOF the District, by order of its Governing Board, has caused this instrument to be duly subscribed by the Secretary of said Board, and the Contractor has caused this instrument to be duly subscribed and executed, all on the date first hereinbefore set forth.

PALOMAR COMMUNITY COLLEGE DISTRICT
 San Diego County, California

By: _____
Signature of Authorized Agent/Officer
 Ron Ballesteros-Perez
 VP, Finance and Admin. Services
 Date: _____

 Contractor
 [**SAMPLE ONLY** – do not submit with Bid]
 By: _____
Signature of Authorized Agent/Officer
 Print Name: _____
 Title: _____
 Date: _____

SPECIFICATIONS – Material and/or Service

The following information is specific to this Bid / Contract. Information stated in this “Specifications – Material and/or Service” section supersedes any conflicting information which may be contained in the “Specifications – General Contract Terms & Conditions” section.

- **CONTRACT PERIOD:** The contract period is for 9 months, with four (4) possible annual one (1) year renewals

1. **DELIVERY DEADLINE:** Services to begin on October 1, 2018
2. **MULTI-YEAR AWARD:** The term of the agreement is for a period of sixteen months. The District shall have the option during the tenure of this agreement to annually extend it for four (4) additional one year terms, providing the District and the Contractor can agree upon prices for the extension period(s).

It shall be the District’s responsibility to notify the successful contractor, at least sixty (60) days prior to the date work is to commence, that it intends to renew. The District and Contractor shall renegotiate the price only. All other terms and conditions of the Contract shall remain the same.

3. **RENEWAL PERIOD PRICE INCREASES:** The prices listed in the accepted Bid shall be firm for the first year of the Agreement. Prices for each one-year renewal/extension shall not exceed a maximum of five percent (5%) over the previous year’s contract prices/rates. The 5% maximum price increase shall not be exceeded unless the Contractor requests a higher increase for any of the annual renewal/extension periods of the contract for “good cause” as explained in the “Increase or Decrease in Price” section following.
4. **INCREASE OR DECREASE IN PRICE:**
 - a. **Increase in Price:** During the life of this contract, the Contractor may request a price increase for good cause. Good cause will be determined in the sole discretion of the District. The decision of the District shall be final. The Contractor is expected to perform at the bid price throughout the term of the contract. A price increase request, however, will be considered. When addressing the question of whether there is good cause to grant a price increase, the Contractor must submit a request in writing to the District’s Supervisor, Purchasing Services thirty (30) calendar days in advance of the expected effective date of the price increase. A determination of good cause will take into consideration increases in costs such as raw materials and labor. The Contractor must present written evidence of good cause and shall bear the full burden of providing such evidence. No increase will be allowed sooner than 90 calendar days from the date of contract award or the date of any annual renewal of the Agreement/Contract. The 90 calendar day period includes the thirty (30) calendar days advance written notice.
 - b. **Decrease in Price:** During the life of the contract including any extensions there may be a general published manufacturer’s price change or general market change, as evidenced by prices paid by other governmental entities or private organizations. The change in price may relate to cost of materials, labor, or distribution of the product or service specified. Should such a change in price occur, the Contractor has an affirmed duty to notify the District’s Supervisor, Purchasing Services of decreases in price and to extend the full decrease to the District. Failure of Contractor to notify the District and/or extend such decrease may be deemed a breach of contract.

5. SERVICE SPECIFICATIONS: Services will be provided**Introduction**

The diversity of plants at the Palomar Community College Campuses helps to create a unique atmosphere for learning and working. The following information is intended to provide contractors who are responsible for assisting the Facilities Grounds Department with the standards for landscape maintenance tasks at the following locations.

Campus Locations:

San Marcos Campus – 1140 W. Mission Rd, San Marcos, Ca. 92069
Escondido Campus – 1951 E. Valley Pkwy., Escondido, Ca. 92027
Rancho Bernardo Ed Center – 11111 Rancho Bernardo Rd., San Diego, CA 92127
Fallbrook Ed Center – 35090 Horse Ranch Creek Road, Fallbrook, CA 92028

Scope of Work

Landscape contractors hired by the Palomar College District for landscape maintenance purposes shall supply all equipment, tools, chemicals (as needed), labor, services and special skills necessary to complete the work specified.

The College District is a State entity and so all laws and regulations apply, including certified payroll and prevailing wages.

The needs of the district as of September of 2018 are as follows:

San Marcos Campus

All plantings on district property along Comet Drive.

- A crew of three (3) general landscape laborers twice monthly on Fridays or Saturdays with at least one who is California Department of Pesticide Applications Certified or Qualified to spray herbicides in landscape areas, turf grass and parking lots. They will be required to maintain a weed free landscape. This crew will be asked to blow sidewalks, edge lawns, trim ornamental bunch grasses/edges and remove trash from planters as needed. This shall continue to be assessed annually based on the District's needs.
- 2 full time, 40 hours per week, general landscape laborers for 52 weeks per year. **The 40 hours shall be onsite hours. It does not account for more than 3 hours drive time per week.** This crew will be required to blow sidewalks, pull/tend to weeds, edge lawns, trim ornamental bunch grasses/edges and remove trash from planters as needed. This shall continue to be assessed annually based on the district's needs.

Fallbrook Campus**All plantings on district property along Horse Ranch Creek Road.**

- A crew of general landscape laborers twice monthly on Fridays with at least one who is California Department of Pesticide Applications Certified or Qualified to spray herbicides/pesticides in landscape areas and parking lots. They will be required to maintain a weed and trash free landscape, hedge, trim, and thin shrubs, bushes, trees and other plants as directed. All associated irrigation systems for these plantings are expected to be maintained in a fully operational and water conserving manor. Repairs are the contractor's responsibility and must be completed within 72 hours. This shall continue to be assessed annually based on the District's needs.

All plantings on district property surrounding the Interim Village and the Maintenance and Operation Yard.

- A crew of general landscape laborers twice monthly on Fridays with at least one who is California Department of Pesticide Applications Certified or Qualified to spray herbicides/pesticides in landscape areas and parking lots. They will be required to maintain a weed and trash free landscape. All associated irrigation systems for these plantings are expected to be maintained in a fully operational and water conserving manor. Repairs are the contractor's responsibility and must be completed with 72 hours. This shall continue to be assessed annually based on the District's needs.

All plantings on district property along Comet Drive

- A crew of general landscape laborers twice monthly on Fridays with at least one who is California Department of Pesticide Applications Certified or Qualified to spray herbicides/pesticides in landscape areas and parking lots. They will be required to maintain a weed and trash free landscape, hedge, trim, and thin shrubs, bushes, trees and other plants as directed. All associated irrigation systems for these plantings are expected to maintained in a fully operational and water conserving manor. Repairs are the contractor's responsibility and must be completed within 72hours. This shall continue to be assessed annually based on the District's needs.

Rancho Bernardo Campus

- A crew of general landscape laborers twice monthly on Fridays with at least one who is California Department of Pesticide Applications Certified or Qualified to spray herbicides/pesticides in landscape areas and parking lots. They will be required to maintain a weed and trash free landscape, hedge, trim, and thin shrubs, bushes, trees and other plants as directed. All associated irrigation systems for these plantings are expected to be maintained in a fully operational and water conserving manor. Repairs are the contractor's responsibility and must be completed with 72 hours. This shall continue to be assessed annually based on the District's needs.

Escondido Campus

- A crew of general landscape laborers twice monthly on Fridays with at least one who is California Department of Pesticide Applications Certified or Qualified to spray herbicides/pesticides in landscape areas and parking lots. They will be required to maintain a weed and trash free landscape, hedge, trim, and thin shrubs, bushes, trees and other plants as directed. All associated irrigation systems for these plantings are expected to be maintained in a fully operational and water conserving manor. Repairs are the contractor's responsibility and must be completed with 72 hours. This shall continue to be assessed annually based on the District's needs.

Specific tasks will be assigned regularly via a list of tasks generated and assigned by the District Grounds Services Supervisor at least every two weeks, or as the crew completes the previous tasks.

The contractor shall provide proof of the following:

- Anyone driving a motor vehicle on campus shall possess a valid California Driver's license.
- All crew members working on campus have completed the proper training for all the landscape equipment required to complete the tasks listed below in the General Specifications.
- Contractor shall submit a copy of all SDS forms for any and all chemicals used on campus and verification that all those using or applying chemicals have had the proper training to do so.
- A monthly report of all chemicals applied shall be submitted to the Palomar College District Grounds Supervisor for our records. This is in addition to whatever reports you are required to keep and or submit to state and federal agencies.
- All crew members have read and understand the Palomar Community College Districts Grounds Department Safety Document titled:

Enjoying and Working Around the Flora of Palomar College**General Specifications****Turf Mowing - No Mowing Will be Required.**

a. The Fallbrook, Rancho Bernardo and Escondido campuses do not have any turf areas and the San Marcos Campus is done in-house.

Edging

a. All turf edges adjacent to paved areas, walk ways, curbs, walls, fixtures, irrigation boxes, and shrub or groundcover areas shall be edged as needed to maintain a crisp and manicured appearance.

b. A turf less area shall be maintained around tree trunks. The area shall be maintained at a minimum of 3 feet in radius from the trunk.

c. Turf less areas of 12" shall be maintained when turf areas are immediately adjacent to buildings, walls, rocks, power transformers and seating benches.

d. During edging, care shall be exercised to prevent damage to trees, building surfaces, walls, header boards, light fixtures, signage, etc.

Hedging and Pruning/Trimming

a. All pruning/trimming and hedging tools shall be kept sharp and in proper working condition.

b. Plant diseases are often easily transmitted from plant to plant by improper sanitization of pruning and hedging tools. All tools used to cut plant material shall be cleaned thoroughly with at minimum, a wire brush, or brillo type pad and 70% rubbing alcohol. This will limit the chances of spreading plant pathogens. Tools shall be cleaned between individual plants and from diseased wood before cutting into healthy green wood.

Groundcover

a. Groundcover adjacent to buildings, curbs, walks ways, paved areas, shrubs, trees and other miscellaneous objects shall be trimmed as needed to maintain a neat, clean, well-defined edge and eliminate encroachment onto or into any of the above.

b. Established plantings shall be encouraged to cover the ground completely as they grow.

Shrubs

a. Shrubs shall be pruned, shaped and or thinned as required for safety, removal of broken dead diseased branches, general containment or appearance.

b. Shrubs shall be pruned, shaped and or thinned to retain and promote as much of the flowering and other natural characteristics of the shrub as possible.

c. Branches shall be pruned to laterals that are at least one third to 2/3rds the diameter or to a node as often as possible. Refer to the following for more specific pruning practice details:

ISA Best Management Practices Tree Pruning (Revised 200) Edward F. Gilman and Sharon J. Lilly

ANSI A300 Part1: Tree, Shrub, and Other Woody Plant Maintenance-Standard Practices, Pruning

Trees

Fallbrook, Rancho Bernardo and Escondido Campuses

a. Trees shall be pruned only at the direction of the Districts' Grounds Services Supervisor, and to a maximum height of 12-feet, as required for safe travel of pedestrians and vehicular ingress and or

egress. The removal of dead, broken or diseased branches shall also be done as directed to maximum height of 12 feet.

- b.** Pruning under this specification is limited to that which may be done from the ground.
- c.** Trees shall be pruned, shaped and or thinned as required for safety, removal of broken dead diseased branches, general containment or appearance.
- d.** Branches shall be pruned to laterals that are at least one third to 2/3rds the diameter or to a node as often as possible. Refer to the following for more specific pruning practice details:

ISA Best Management Practices Tree Pruning (Revised 200) Edward F. Gilman and Sharon J. Lilly

ANSI A300 Part1: Tree, Shrub, and Other Woody Plant Maintenance-Standard Practices, Pruning

- e.** Tree stakes, ties, and guy wires shall be checked and corrected or removed as directed to prevent girdling and poor tree establishment.

San Marcos Campus

- a.** The district will be responsible for all tree pruning operations, **no pruning will be required**

Irrigation

Fallbrook and Rancho Bernardo Campuses

Palomar will provide the contractor with keys and maps (where such maps are available) for access to irrigation control boxes, pedestals and system comprehension as needed, all of which shall remain the property of owner.

Laborers shall be qualified to do minor irrigation repairs and retrofits at the direction of the Districts Grounds Services Supervisor. ***Parts and labor shall be billed as an extra on an as need basis.***

- a.** The contractor shall operate all irrigation systems in accordance with all relevant regulations issued by the water authority that provides water to Escondido campus in a manner that provides uniform moisture content throughout the root zone of each hydrozone.
- b.** The contractor shall adjust watering schedules for each hydrozone based on topography, soil type and season, to meet the needs of the associated plant materials.
- c.** As often as permitted by municipal watering restrictions, and when, and where applicable, repeat cycles should be utilized to maximize penetration while minimizing runoff.
- d.** Hours of scheduled operation will be programmed to minimize disease occurrence in plant materials and reduce /eliminate over spray from sprinkler operation onto pedestrians or vehicles (typically, early morning hours before sunrise).

e. Typical preventive maintenance shall be performed on all irrigation systems as needed, i.e. the contractor shall personally verify that all systems are working correctly at least once per month. This includes, but is not limited to adjusting and cleaning all sprinkler heads, valves, and pressure reducers.

Escondido Campus

a. Irrigation work will be performed by the Palomar College District. However; any damaged or malfunctioning systems should be reported to the District Grounds Services Supervisor A.S.A.P.

San Marcos Campus

In general, the San Marcos campus has a full time crew who is responsible for maintaining the irrigation systems as directed by the District Grounds Services Supervisor. **However; occasional projects may arise that require repairing or retrofitting irrigation systems.** Laborers shall be qualified to do minor irrigation repairs and retrofits at the direction of the Districts Grounds Services Supervisor. ***The district will provide irrigation fittings, pipe and supplies as needed.*** These tasks may include, but is not limited to the following:

- a. Digging, trenching and back filling.
- b. Cutting PVC pipe with pipe cutters and or hand saws.
- c. Gluing

Disease and Pest Control

Fallbrook, Rancho Bernardo and Escondido Campuses

a. Groundcovers, shrubs, ornamental grasses, lawns, trees, cacti and succulents can all get diseases and pests. If noted, the disease or pests shall be promptly reported to the District Grounds Services Supervisor for consultation on an IPM plan. Where such diseases and/or pests are noted, preventable and reasonably treatable shall be done with the appropriate chemical based on all applicable regulations and shall be included as part of the of the regular maintenance cost. (This shall not be an additional cost)

b. The application of chemicals for control of insects, fungi, water molds etc., should ideally be done with systemic type chemicals, where and whenever possible. Contractor's responsibility for pest control shall be limited to invertebrates. Control of rodents and other vertebrates will be proposed as Extra Work.

c. All applications will be done on Saturdays, which limit the possibility pedestrian interference and a notice of intent to spray shall be sent to the Districts Grounds Services Supervisor and the Facilities office, a minimum of 24hrs before the application. The Facilities office will notify campus police. In addition, signs must be placed and left in the landscape where the chemical is to be applied prior to application, during application and until the Restricted Entry Interval for the specified chemical has passed. The signs must at least include the following:

- ***Who is doing the application***
- ***Do Not Enter***
- ***The date and times for which entry is prohibited***

- ***The chemical name and common name of the chemical being applied***
- ***Emergency contact information***

d. Applicator shall monitor forecasted weather conditions to avoid making applications prior to inclement weather, thus eliminating potential runoff of treated areas. Chemicals will not be applied at times when drift contamination onto or into non target areas from climatic (such as wind) factors which may occur.

e. Application methods shall be used which ensure that materials are confined to the target area. Care shall be taken in transferring and mixing pesticides to prevent contaminating areas outside the target area.

f. No chemicals shall be applied within 10 feet of the Early Childhood Education Lab School located at the **Escondido Campus**.

San Marcos Campus

All disease and pest control shall be done in house by the district.

Weeds and Herbicide use

a. Weeds are defined as; “Those plants not considered desirable in the location they are found”. The contractor shall maintain a weed free environment in the areas assigned including, lawns, ornamental grasses, planter beds, hardscape areas, walkways, asphalt, brow ditches and curb lines.

b. All materials used by Contractor shall be in strict accordance with the California Department of Pesticide Regulation. Application and disposal of pesticides shall be within the guidelines established in the California Food and Agriculture Code and the California Code of Regulations.

c. All applications will be done on Saturdays, which limit the possibility pedestrian interference and a notice of intent to spray shall be sent to the Districts Grounds Services Supervisor and the Facilities office, a minimum of 24hrs before the application. The Facilities will notify campus police. In addition, signs must be placed and left in the landscape where the chemical is to be applied prior to application, during application and until the Restricted Entry Interval for the specified chemical has passed. The signs must at least include the following:

- ***Who is doing the application***
- ***Do Not Enter***
- ***The date and times for which entry is prohibited***
- ***The chemical name and common name of the chemical being applied***
- ***Emergency contact information***

d. Applicator shall monitor forecasted weather conditions to avoid making applications prior to inclement weather, thus eliminating potential runoff of treated areas. Herbicides will not be applied at times when drift contamination onto or into non target areas from climatic (such as wind) factors which may occur.

f. Application methods shall be used which ensure that materials are confined to the target area. Care shall be taken in transferring and mixing pesticides to prevent contaminating areas outside the target area.

g. No chemicals shall be applied within 10 feet of the Early Childhood Education Lab School located at the **Escondido and Main Campus**.

Fertilization

Fallbrook, Rancho Bernardo and Escondido Campuses

a. Plant materials shall be fertilized as required to maintain healthy color and appearance and to promote strong growth. A consultation with the District Grounds Supervisor shall occur before any fertilizer applications are completed.

b. While particular fertilizer requirements are generally dictated by the prevalent soil conditions at the site, groundcover, shrubs and trees typically perform well with applications of fertilizer once per year.

c. While making applications of fertilizer, precautions will be taken to contain these materials in the planting areas and prevent the depositing of material onto paved areas or into storm drains. Any fertilizer deposited on paved areas will be removed immediately.

d. All applications will be done on Saturdays, which limit the possibility pedestrian interference.

e. Applicator shall monitor forecasted weather conditions to avoid making applications prior to inclement weather, thus eliminating potential runoff of treated areas.

f. No chemicals shall be applied within 10 feet of the Early Childhood Education Lab School located at the **Escondido Campus**.

Main Campus

All fertilizing shall be done in house by the district.

Clean-Up / Removal of Debris

Fallbrook and Rancho Bernardo Campuses

a. Contractor shall dispose of all green waste and other debris resulting from maintenance operations, off site, according to state and local regulations.

b. All grass clippings deposited on roadways or sidewalks shall be removed after each mowing or trimming operation.

c. All debris resulting from the contractor's operations shall be coned off and or cautioned taped off if they may pose a safety hazard to pedestrians. No debris shall obstruct the steady flow of pedestrian, maintenance carts or vehicle traffic.

d. All debris resulting from the contractor's operations shall be removed from the work area and placed into the green waste dumpsters by the end of the workday on each scheduled maintenance visit.

Escondido and Main Campuses

a. Contractor shall dispose of all green waste and other debris resulting from maintenance operations, into the large green waste dumpsters found on-site in the recycling yard.

b. All grass clippings deposited on roadways or sidewalks shall be removed after each mowing or trimming operation.

c. All debris resulting from the contractor's operations shall be coned off and or cautioned taped off if they may pose a safety hazard to pedestrians. No debris shall obstruct the steady flow of pedestrian, maintenance carts or vehicle traffic.

d. All debris resulting from the contractor's operations shall be removed from the work area and placed into the green waste dumpsters by the end of the workday on each scheduled maintenance visit.

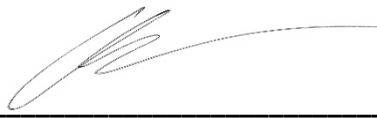
Palomar Community College District,
Interim Grounds Services Supervisor

President of the Friends of Palomar College Arboretum

I.S.A. Certified Arborist

WE-8721A

Antonio Rangel



6. CONTRACTOR TO COORDINATE SERVICE WITH DISTRICT REPRESENTATIVE:

Antonio Rangel, Grounds Services Supervisor, 760-744-1150 ext. 2133,
arangel@palomar.edu

7. DISTRICT INSPECTOR: Antonio Rangel, Grounds Services Supervisor, 760-744-1150 ext. 2133, arangel@palomar.edu

8. PAYMENT OR PERFORMANCE BONDS REQUIRED OF THE CONTRACTOR:

None Required

- 9. INSURANCE REQUIREMENTS FOR THIS CONTRACT:** When the Contractor will be performing work or services at District facilities, the Contractor shall maintain adequate insurance to protect him/herself and the District from claims for damages or personal injury, including death, damage to property and loss of property, and from claims under Workers' Compensation Acts, which may arise from operations under a contract with the District.

The Contractor shall be required to file the following proofs of such insurance with the District prior to receiving authorization to proceed on a contract:

- Certificate of Insurance, confirming the following minimum coverage:
 - \$1,000,000 combined single limit **general liability** coverage, and
 - \$1,000,000 **automobile liability** coverage,
- Endorsement to the General Liability policy naming Palomar Community College District as an additional insured.
- Proof of Workers' Compensation coverage (or proof that coverage is not required/applicable.)

Should any of the above described policies be canceled prior to their expiration dates, the issuing company shall mail 30 days written notice of cancellation to the District.

The Contractor shall maintain current insurance documents, for all of the above coverages, on file at the District during the term of any contract with the District.

- 10. AUTHORIZATION / NOTICE TO PROCEED:** The Contractor shall not proceed to deliver the awarded items and/or perform the services as awarded until the District has issued the Contractor an official Notice to Proceed or has issued a District Purchase Order referencing this award and Agreement.

- 11. DISTRICT ISSUANCE OF MULTIPLE PURCHASE ORDERS THROUGHOUT THE CONTRACT PERIOD:** A purchase order will be issued for the initial 9 month contract (October 1, 2018 through June 30, 2019. The District shall have the option during the tenure of this agreement to annually extend it for four(4) full additional years providing the District and the Contractor can agree upon prices for the extension period(s) at which time, new purchase orders will be issued.

SPECIFICATIONS – General Contract Terms & Conditions

The following terms and conditions shall apply, as applicable to the subject materials and/or services for this Bid, to the awarded contract and any purchase order issued as a result of the awarded contract. The Contractor also may be referred to below as the Bidder, Vendor, or Supplier.

1. **PERMITS AND LICENSES:** Bidder and all of the Bidder's employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles, or services listed herein. All operations and materials shall be in accordance with all applicable Federal, State, County and City requirements.
2. **TAX I.D. INFORMATION:** When requested by the District, the awarded Contractor shall be required to promptly submit its current tax identification information to the District, using the District's own "Payee Data Record" form, which is in lieu of a W-9; this form provides the District with additional important information to ensure that the awarded Contractor is correctly set up as a vendor in the District's financial systems.
3. **THE DISTRICT'S INSPECTOR:** All items shall be subject to the inspection of the designated District Inspector for this Contract or such qualified officer or employee as the Governing Board of the District may substitute therefore. Inspection of the items shall not relieve the Contractor from any obligation to fulfill this Contract. Defective items shall be made good by the Contractor, and unsuitable items may be rejected, notwithstanding that such defective work and materials have been previously overlooked by the District Inspector and accepted. If any item shall be found defective at any time before final acceptance of the complete delivery, the Contractor shall immediately remedy such defect in a manner satisfactory to the District.
4. **REMOVAL OF REJECTED ITEMS:** All items rejected by the District Inspector at any time prior to final inspection and acceptance shall at once be removed from the place of delivery by the Contractor who shall assume and pay the cost thereof without expense to the District, and shall be replaced by satisfactory items.
5. **TERMINATION FOR BREACH:** If the said Contractor fails or neglects to supply or deliver any of said goods, articles, or service at the prices named and at the times and places above stated, then said District may, without further notice or demand, cancel and rescind this contract or may purchase said goods, supplies or services elsewhere, and hold said Contractor responsible and liable for all damages which may be sustained thereby, or on account of the failure or neglect of said Contractor in performing any of the terms and conditions of this contract; it being specifically provided and agreed that time shall be the essence of this agreement. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.
6. **DISTRICT'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF:** The District may withhold a sufficient amount or amounts of any payment otherwise due to the Contractor, as in its judgment may be necessary to cover defective items not remedied, and the District may apply such withheld amount or amounts to the payment of such claims, in its discretion.
7. **EXTRA AND/OR ADDITIONAL SPECIFICATIONS AND CHANGES:** Should the District at any time during the performance of the contract, request any alterations, deviations, additions or omissions from the Specifications or Plans or other Contract Documents, it shall be at liberty to do so, and the same shall in no way affect or make void the contract, but the cost will be added to or deducted from the amount of said contract price as the case may be, by a fair and reasonable valuation.

The estimated cost of a proposed change shall be established in one or more of the following methods:

- By an acceptable lump sum proposed from the Contractor.
- By unit price agreed upon by the District and the Contractor.

No change shall be made in any specification of any item under the contract unless a written statement setting forth the object of the change, its character, amount and the expense thereof is first submitted to the District and written consent thereto obtained.

8. **TIME OF COMPLETION:** The Contractor shall begin performance of the Contract promptly upon due execution and delivery to the District of the Contract and Bond (if required). The Contractor is obligated to completely and satisfactorily perform the Contract within the period or periods specified in the contract documents.
9. **HOLD HARMLESS CLAUSE:** The Contractor agrees to defend and hold harmless the Palomar Community College District, its Board of Trustees, officers, agents and employees, individually and collectively, from and against all costs, losses, claims, demands, suits, actions, payments and judgments, including legal and attorney fees, arising from personal or bodily injuries, property damage or otherwise, however caused, brought or recovered against any of the above that arise for any reason from or during or alleged to be caused by the Contractor's performance while engaged in the services under this contract.
10. **DELAY DUE TO UNFORESEEN OBSTACLES:** The parties to this contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of the materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is also established that the non-performance is not due in part to the fault or neglect of the party not performing.
11. **ATTORNEY'S FEES:** If suit is brought by either party to this contract to enforce any of its terms (including all component parts of the contract documents), and the District prevails in suit, the Contractor shall pay all litigation expenses incurred by the District, including attorneys' fees, court costs, expert witness fees and investigation expenses.
12. **CONTRACTOR IS NOT AN OFFICER, EMPLOYEE OR AGENT OF THE DISTRICT:** While engaged in carrying out and complying with the terms and conditions of this contract, the Contractor is an independent contractor, and is not an officer, employee or agent of the District.
13. **INSURANCE REQUIRED BY THE CONTRACTOR:** The Contractor shall maintain insurance adequate to protect him/her from claims under workers' compensation acts, and from claims for damages for personal injury including death, and damage to property which may arise from operations under the contract in the amounts specified in the Specifications. The Contractor may be required by the District to file with the District certificates of such insurance. The failure to furnish such evidence, if required, may be considered default by the Contractor.
14. **SUBCONTRACTING:** Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor subcontracts any part of this contract, Contractor shall be as fully responsible to the District for acts and omissions of his subcontractor, and of persons either directly or indirectly employed by his subcontractor, as he is for acts and omissions of persons directly employed by him. Nothing contained in contract documents shall create any contractual relation between any subcontractor and District.

District's consent to or approval of any subcontractor under this contract shall not in any way relieve Contractor of his obligations under this contract and no such consent or approval shall be deemed to waive any provision of this contract.

15. **ASSIGNMENT OF CONTRACT:** No assignment by the contractor of any contract to be entered into hereunder or of any part thereof, or of funds to be received thereunder by the Contractor, will be recognized by the District unless such assignment has had the prior approval of the District and the surety has been given due notice of such assignment in writing and has consented thereto in writing.
16. **CASH DISCOUNTS:** All cash discounts shall be taken and computed from the date of delivery or the date of the receipt of the invoices, whichever is later.
17. **TOLL CHARGES:** If it is necessary that the District place long distance telephone calls in connection with the contract (for complaints, adjustments, shortages, failure to deliver, etc.), the contractor shall accept charges for such calls on a reverse charge basis.
18. **SHIPPING INSTRUCTIONS:** Unless otherwise specified, all goods are to be shipped prepaid, F.O.B. Destination. If and when authorization is granted to shipping goods F.O.B. shipping point, Supplier agrees to prepay all shipping charges, route by least expensive common carrier, and to bill the District as a separate item on the invoice for said charges less Federal Transportation tax. Each invoice for shipping charges shall contain the original or a copy of the bill indicating that the payment for shipping has been made. It is also agreed that the District reserves the right to refuse any C.O.D. shipments. Delivery of material and specified documentation by the delivery date is essential to maintain the operating schedule of Palomar College facilities. Deliveries may be expedited by the District. Suppliers shall notify the Supervisor, Purchasing Services promptly of any conditions affecting the delivery date. The District may at its sole option accept or return deliveries which vary from the specified delivery date or quantities except for authorized partial shipments.
19. **TITLE AND RISK OF LOSS:** Title and risk of loss or damage to material shall pass from Supplier to the District at F.O.B. point set forth in the Purchase Order. Title shall be free and clear of any and all liens and encumbrances whatsoever. When delivery is F.O.B. Shipping Point or Origin and if material is received at destination in a damaged condition due to carrier responsibility, Supplier shall assist the District in establishing carrier liability by supplying evidence that the material was properly manufactured, packaged and secured to withstand normal transportation conditions. If a claim for such damage is denied by the carrier on the basis that damages were attributable to Suppliers, the Supplier shall repair or replace such damaged material at no cost to the District.
20. **PACKING:** All items listed on the Purchase Order shall be packaged and shipped in accordance with good shipping practices. All items or their containers shall be piece marked with a description and Purchase Order number. Items disassembled for shipment shall be match marked. Unpainted surfaces and openings shall be protected from impact and weather damage.
21. **PAYMENT:** All invoices shall be submitted to the District in In the event the District is entitled to a cash discount, the period of computations will commence on the date of delivery, or receipt of a currently completed invoice, whichever is later. If an adjustment in payment is necessary due to damages, the cash discount period shall commence on the date final approval for payment is authorized. If a discount is part of the Purchase Order, but the invoice does not reflect the existence of a cash discount, the District is entitled to a cash discount with the period commencing on the date it is determined by the Accounts Payable Technician that a cash discount applies.

All invoices not providing a discount shall be paid within thirty days after receipt of material at the required destination. For any portion of the material which does not conform to the requirements of the Purchase Order, a corresponding portion of the price may be withheld until such nonconformance is corrected. Payment shall not forfeit the District's right to inspect and accept the material and its documentation, nor

shall the withholding of any payment or prorated portion thereof preclude the District from pursuing any other rights or remedies it may have under the Purchase Order.

Invoices shall separately identify sales or use taxes, and any authorized prepaid freight charges for Parcel Post, U.P.S. or any shipments designated "F.O.B. point of shipment, freight allowed." Sales and use taxes are not applicable to freight charges unless the Suppliers own their own transportation fleet.

Except for sales and use taxes, the Purchase Order price for the material is inclusive of all other fees, excises and charges which are now or hereafter imposed by federal, state, municipal, or other local public authority.

22. **ACCEPTANCE:** The District shall accept the material after sufficient tests (if required) and inspections have been made by the District within a reasonable time after receipt of the material to determine that the material meets all the requirements of the Purchase Order. If such inspections and tests show the material, or any part thereof, not to be as specified in the Purchase Order, the District may reject such material and Supplier shall be advised and shall promptly correct or replace such rejected material at Supplier's sole expense or at the District's option, shall issue credit for monies paid.

The District shall be permitted access to Supplier's facilities to inspect workmanship, observe tests and inspections, expedite manufacturing and obtain required information for the material.

23. **WARRANTY:** Supplier warrants articles supplied under this contract to conform to specifications herein, and the items and or material is fit for the purpose. The District and Supplier agree that this order does not exclude or in any way limit other warranties provided for in this order or by law.

Supplier shall also warrant the item and or material to be free from defects in workmanship, materials, and design. Supplier shall conform to the requirements of the Purchase Order. Supplier shall, at its sole expense and promptly after notification by the District during the warranty period, correct or replace such defective material F.O.B. destination. The warranty period for such corrected or replaced material shall be an equal duration as the original warranty period and shall start upon acceptance of such corrected or replaced material.

24. **STATUTES AND CODES:** The material and or work shall comply with the applicable requirements of all statutes, acts, ordinances, regulations, codes and standards of legally constituted authorities having jurisdiction as of the date of the Purchase Order.

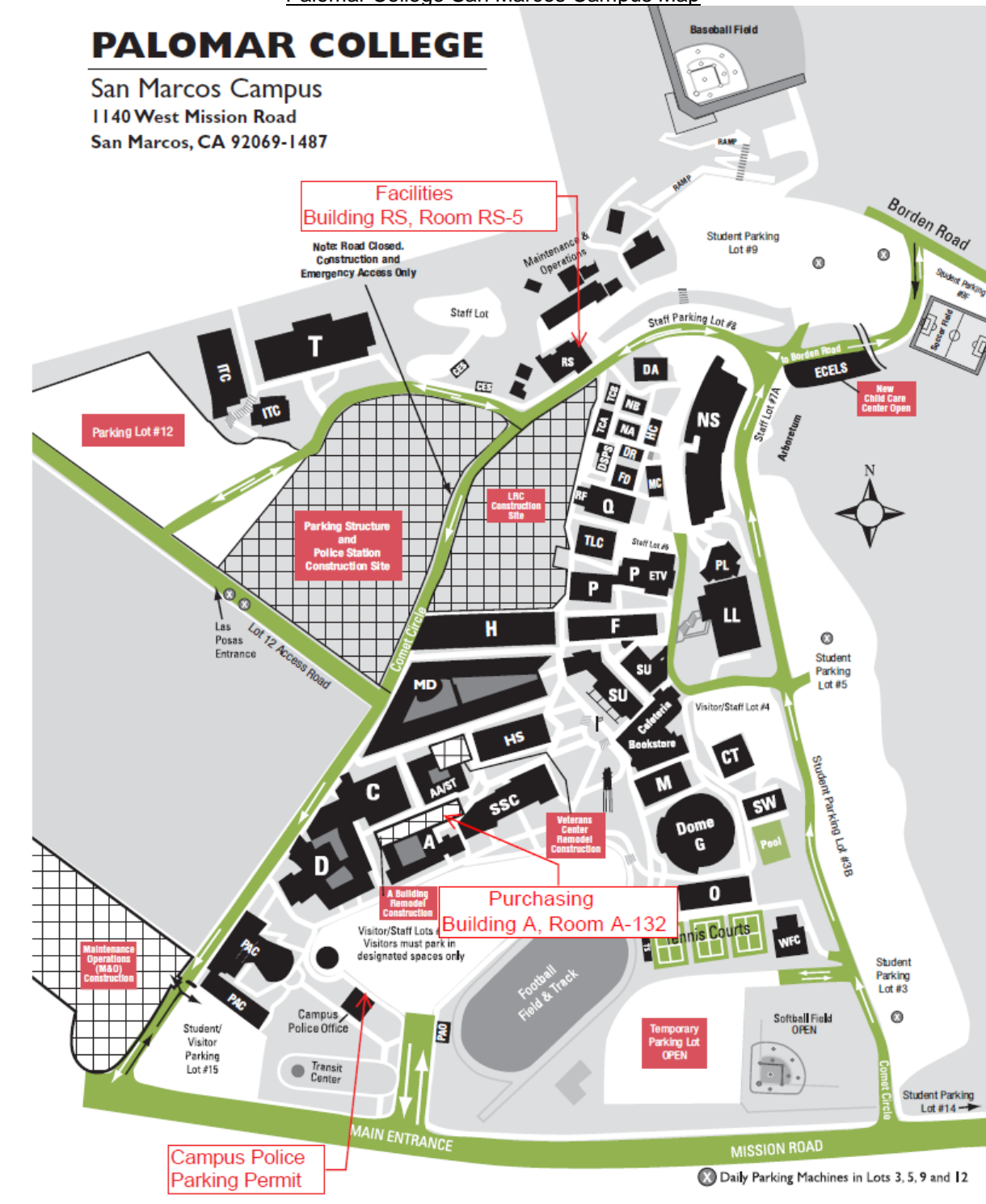
25. **TERMINATION:** If Supplier becomes insolvent or makes an assignment for the benefit of its creditors, or if a petition in bankruptcy is filed by or with respect to the Supplier, the District may, by notice in writing, terminate this order without liability to the Supplier except for items already accepted by the District. The District may terminate this order at any time by notice in writing to the Supplier. In such event, the District shall pay such termination charges as may be agreed upon. If agreement cannot be reached, the District will be liable for such sum as may lawfully be owing to the Suppliers on account of such termination, but in no event shall the District be liable for any loss of profits on the order or portion thereof so terminated.

26. **PATENT, TRADEMARK, AND COPYRIGHT INDEMNITY:** Supplier agrees to indemnify the District and hold it harmless from and against all claims, liability, loss, damages or expenses, including counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement, or litigation based thereon with respect to the goods or any part thereof covered by this order. Such obligation shall survive acceptance of the goods and payment therefore by the District.

27. **TAXES:** Unless otherwise indicated, the District agrees to pay all state sales and, when applicable, use tax. No charge by the Supplier shall be made for Federal Excise Taxes. The District agrees to furnish the Supplier, upon acceptance of the articles supplied under this Purchase Order, with a tax exemption of articles supplied under this Purchase Order and a tax exemption certificate where applicable.

28. **NON-WAIVER:** No provision of this order or the rights to receive reasonable performance of any act called for by the terms shall be deemed waived by a waiver by the District of a breach thereof as to any particular transaction or occurrence. No waiver by the District shall be valid unless expressly stated to be a waiver in a change order.
29. **UNCONTROLLABLE FORCES:** Supplier shall not be liable for delay in the delivery date or inability to perform the work due to any cause beyond its reasonable control, provided that the Supplier promptly notifies the District in writing of the nature, cause, date of commencement and expected impact of the event and has exercised due diligence in proceeding to meet the delivery date. The District shall then extend, if possible, the delivery date for an equitable period due to such causes. Such causes are as follows: strike, flood, fire, lightning, epidemic, quarantine restriction, war, sabotage, act of public enemy, earthquake, or material availability.
30. **PARTS:** Supplier warrants that any parts furnished to the District will be new and unused. Parts shall be exactly like originals and shall be warranted by Supplier that the parts will fit their intended use.
31. **GOVERNING LAW:** The Contract, Agreement, and Purchase Order shall be construed under the laws of the State of California as if executed and to be performed wholly within the State of California.
32. **ASSIGNMENT:** Neither the Purchase Order nor any interest under it shall be assigned to any entity without the prior written consent of the District. The Purchase Order shall not be deemed an asset of the Supplier. If the Supplier enters into any voluntary or involuntary receivership, bankruptcy, or insolvency proceedings, the Purchase Order may be canceled at the District's option upon written notice to the Supplier.
33. **NOTICES:** Any legal notice pertaining to the Purchase Order shall be in writing and sent registered or certified mail postage prepaid. The notice shall be sent to the District or to the Suppliers, as appropriate, to their respective addresses appearing on the Purchase Order.
34. **COMPUTER HARDWARE & SOFTWARE:** Vendor hereby warrants that the products or services to be provided under this agreement comply with the accessibility requirements of section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, part 1194. Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention. Vendor further agrees to indemnify and hold harmless the Palomar Community College District, the Chancellor's Office of the California Community Colleges, and any California community college using the vendor's products or services from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this agreement.
35. **DELIVERIES:** Deliveries are acceptable between the hours of 7:30 AM and 3:30 PM. No deliveries will be accepted on Saturdays, Sundays, or legal school holidays unless specifically provided for in the Purchase Order.

SPECIFICATIONS – CAMPUS MAPS
Palomar College San Marcos Campus Map



REFERENCES

Bidder must be able to present evidence of satisfactory experience in providing similar materials and/or services to that requested in this Request for Bid. List as references the three (3) nearest companies or governmental agencies for the proposed goods and/or services which can be contacted or inspected for an assessment of past client satisfaction.

Check here if Bidder's equivalent References information is attached instead of below.

Name of Company/Entity :			
Address :			
City / State / Zip Code :			
Contact Person :		Title :	
Phone Number / Ext. :		FAX # :	
Applicable Purchase Dates / Service Periods			
Comments :			

Name of Company/Entity :			
Address :			
City / State / Zip Code :			
Contact Person :		Title :	
Phone Number / Ext. :		FAX # :	
Applicable Purchase Dates / Service Periods			
Comments :			

Name of Company/Entity :			
Address :			
City / State / Zip Code :			
Contact Person :		Title :	
Phone Number / Ext. :		FAX # :	
Applicable Purchase Dates / Service Periods			
Comments :			

DESIGNATION OF SUBCONTRACTORS

The Bidder shall disclose to Palomar College the name and address of all subcontractors to be used in the execution of the subject contract for this Bid.

The undersigned Bidder plans to utilize subcontractors for this subject Bid/Contract as follows:

- NO subcontractors shall be used.
- The Subcontractor(s) listed below shall be used:

Portion of Work Performed:			
Company Name:			
Address :			
City / State / Zip Code :			
Contact Person :		Title :	
Phone Number / Ext. :		FAX # :	

Portion of Work Performed:			
Company Name:			
Address :			
City / State / Zip Code :			
Contact Person :		Title :	
Phone Number / Ext. :		FAX # :	

Portion of Work Performed:			
Company Name:			
Address :			
City / State / Zip Code :			
Contact Person :		Title :	
Phone Number / Ext. :		FAX # :	

NON-COLLUSIVE BIDDING DECLARATION

State of California)
)
County of _____)

I, _____ declare as follows:

That I am the _____ of _____, the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that 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 bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, 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 bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

Proper Name of Bidder / Company Name

Signature of Authorized Agent/Officer

Date

CONTRACTOR’S CERTIFICATION REGARDING WORKERS’ COMPENSATION

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

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

By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

 Proper Name of Bidder / Company Name

 Signature of Authorized Agent/Officer

 Date

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

**VERIFICATION OF CONTRACTOR AND SUBCONTRACTORS'
 DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION**

I am the _____ of _____
 (Title / Position) (Contractor / Bidder's Legal Name)

("Contractor") submitting the accompanying Bid Proposal/Quote for the Work/Project described as _____
 _____.

1. The Contractor is currently registered as a contractor with the Department of Industrial Relations ("DIR").
2. The Contractor's DIR Registration Number is: _____
 The expiration date of the Contractor's DIR Registration is June 30, _____.
3. If the expiration date of Contractor's DIR Registration will occur prior to expiration of the Contract Time for the Work/Project and the Contractor is awarded the Contract for the Work/Project, prior to the Contractor's DIR Registration expiration, the Contractor will take all measures necessary to renew the Contractor's DIR Registration so that there is no lapse in the Contractor's DIR Registration.
4. The Contractor, if awarded the Contract for Work/Project will remain a DIR registered contractor for the entire duration of the Work/Project.
5. The Contractor has independently verified that each Subcontractor identified in the Subcontractor List is currently a DIR registered contractor.
6. The Contractor has provided the DIR Registration Number for each subcontractor identified in the Contractor's Subcontractors' List or within twenty-four (24) hours of the opening of the Bid Proposals/Quote for Work, the Contractor will provide the District with the DIR Registration Number for each subcontractor identified in the Contractor's Subcontractors List.
7. The Contractor's solicitation of subcontractor bids included notice to prospective subcontractors that: (i) all sub-tier subcontractors must be DIR registered contractors at all times during performance of the Work/Project; and (ii) prospective subcontractors may only solicit sub-bids from and contract with lower-tier subcontractors who are DIR registered contractors.
8. If any of the statements herein are false or omit material facts rendering a statement to be false or misleading, the Contractor's Bid Proposal/Quote is subject to rejection for non-responsiveness.
9. I have personal first hand-knowledge of all the foregoing.

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

Executed this _____ day of _____, 20____ at _____
 (City and State)

 (Signature)

 (Name, typed or printed)

BID SHEETS

List bid price for each location listed in the table below

LOCATION	BID PRICE
San Marcos Campus	
Escondido Center	
Fallbrook Ed Center	
Rancho Bernardo Ed Center	

BID GRAND TOTAL: _____

PAYMENT TERM DISCOUNT (optional): The undersigned Bidder offers the following payment term discount to the District's standard Payment Terms of Net 30 days:

Payment Discount: _____ % _____ days. (Note: Discount not earlier than 10 days)

 Proper Name of Bidder / Company Name

Signature of Authorized Agent/Officer

 Date