



Request for Proposal Site Lighting Renovation Project

RFP #- 07/10

Housing Authority of the County of Santa Clara
505 West Julian St
San Jose, California 95110
(408) 361-4610

REQUEST FOR PROPOSALS (RFP) NO. 07/10 SITE LIGHTING RENOVATION PROJECT

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→ Please sign hard copies in BLUE ink.

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**HOUSING AUTHORITY OF THE COUNTY OF SANTA CLARA
505 WEST JULIAN STREET
SAN JOSE, CALIFORNIA 95110**

**REQUEST FOR PROPOSAL
SITE LIGHTING RENOVATION PROJECT**

1. GENERAL INFORMATION:

The Housing Authority is located at 505 West Julian Street, San Jose, California, 95110. The Agency owns or operates 28 multi-family and senior rental housing apartment complexes that are either public housing, or supported by Housing and Urban Development Department Section 8 programs. In addition, the Housing Authority may develop new affordable housing, including design and construction of new projects.

The governing body of the HACSC is a seven member of the Board of Commissioners, each appointed by the County of Santa Clara Board of Supervisors. Five are members at large from the community and two are tenants of the Authority. Pursuant to the terms of a cooperation agreement, the HACSC also operates the Housing Authority of the City of San Jose throughout the city's jurisdiction.

Property Management, Inc. (PMI), while affiliated with HACSC, is a separate, stand-alone property management company whose officers and directors are appointed by the HACSC Board of Commissioners. The mission of PMI is to comply with California Real Estate Licensing law with respect to property management as well as compliance with all affordability requirements at each affordable housing development the company is under contract to manage.

2. PURPOSE

HACSC is soliciting proposals from qualified contractors to perform Site Lighting Renovation Project per Attachment A, Scope of Services, attached hereto and incorporated herein by this reference. Contractor submitting a proposal must hold an active “**C10**” license at the time of making the proposal, and at the award of the contract.

3. IMPORTANT DATES FOR THE RFP:

- | | |
|----------------------------------|-------------------|
| 1. RFP published and distributed | February 25, 2010 |
| 2. Mandatory walkthrough | March 3, 2010 |
| | 9:00 AM |

Villa Garcia Apartments
7213 Clarendon St
San Jose, CA 95129

3. Proposals due

March 25, 2010 2:00PM PST

Housing Authority of the County of Santa Clara
100 Great Oaks Blvd, Suite B
San Jose, CA 95119
Attn: Rene Regino

Contractor may submit Request for Information to this RFP only by submitting a written request via email to rener@hacsc.org with copy to larrym@hacsc.org. All questions must be received in writing no later than March 15, 2010 at 5:00 PM PST.

4. PROPOSAL SUBMISSION REQUIREMENTS

The Contractor shall be responsible for preparing an effective, clear, and concise proposal. It is recommended that proposals contain the following information:

- A. A cover letter introducing the company and the individual who will be the primary contact person.
- B. State your firm's understanding of the various services the contractor may be called on to performed and make a positive commitment to provide those service as indicated in this RFP.
- C. Indemnification and Insurance requirements: See attached insurance requirements
- D. Experience statement. List specific organizations for which the Contractor has performed services similar to those described in this Request for Proposal. At lease two (2) reference lists should be attached to the proposal, with client names, contact persons, and phone numbers. Firms must possess at least three (3) years of Residential experience.
- E. Description of the firm's organization and staff's qualifications.
- F. The proposal must be a firm offer for a sixty-day period.
- G. Three (3) copies of the proposals must be submitted by 2:00PM, Monday, March 25, 2010.

5. SELECTION PROCESS

Each of the proposals received will be evaluated and determined if it meets the stated requirements. Failure to meet these requirements will be a cause for eliminating the proposals from further consideration.

HACSC reserves the right to reject any and all proposals, to waive any technicalities, informalities and irregularities, to accept or reject all or part of this proposal, and to be the sole judge of the suitability of the proposals offered.

Evaluation of the proposals will be made by the Housing Authority evaluation committee. Proposals will be evaluated generally on the following criteria, which is neither weighted nor prioritized:

- A. Qualifications of the firm and assigned individuals.
- B. Prior experience in performing similar work
- C. Fees charged and cost effectiveness of the proposed service
- D. Reference check

All submittals in response to this RFP are public records and available for inspection and copying upon request only if an Agreement is awarded. Any portions of the RFP submittal marked as confidential by the firms will not be made public without consent of the firms.

The Housing Authority Construction Manager will review and evaluate all the proposals submitted and received, and submit its recommendation to the Director of Real Estate Services for consideration. The HACSC reserves the right to reject any and all proposals submitted in response to this RFP. The HACSC is under no obligation to award any Agreement as a result of this RFP. If no Agreement can be reached with the first choice firm the Director of Real Estate Services may choose to consider recommending approval of an Agreement with the second choice firm but is under no obligation to do so.

6. ADMINISTRATIVE INFORMATION:

Minority/Women Business Participation:

HACSC strongly encourages minority-owned and women-owned businesses, socially and economically disadvantaged business enterprises, and small businesses to submit proposals, to participate as partners, or to participate in other business activity in response to this RFP.

The firm awarded the contract agrees to use its best efforts to subcontract and employ minority business enterprises and/or women business enterprises. HACSC is an equal opportunity employer and requires its entire contractor to comply with policies and regulations concerning equal employment opportunity.

Withdrawal of RFP:

Proposals may be withdrawn before and after the RFP submittal deadline by submitting a written request to the Contact Person. Re-submittal before the RFP submittal deadline can be made, however, they may not be re-submitted after the deadline.

RFP Costs:

All costs incurred in the preparation and presentation of the RFP shall be completely absorbed by the responding party to the RFP. All documents submitted as part of the RFP will become property of the HACSC. Requests for specific material to be returned will be considered. Any material submitted that is confidential must be clearly marked as such.

Affidavit:

All proposals must include an executed non-collusion affidavit on the form furnished in the RFP packet.

Attachments:

Attachment A Scope of Work
Attachment B Special Provisions & Specifications
Attachment C Instructions to Bidders
Attachment D Certifications and Representations of Offerors
Attachment E Bid Form
Attachment F Bidder's Bond
Attachment G Sample Agreement
Attachment H Insurance Requirements
Attachment I W-9 Request for Taxpayer Identification Number

Housing Authority Contacts:

The designated individual responsible for coordination of the RFP is Rene Regino, Director of General Service, (408) 361-4610. Any technical questions relating to this RFP should be directed to Scott Schnell, Housing Authority Construction Manager, at (408) 639-2877. Contractor must submit all Requests for Information in writing at least ten (10) calendar days before the deadline for receipt of proposals.

ATTACHMENT A

Scope of Work

Introduction

- Remove of all existing landscape light fixtures, poles and sub-base footings. All existing conduit is to be cut off below grade at the lowest possible area, remove all existing wire from conduits.
- Installation of new 41 watt LED Luminaries' on 9' Aluminum Mounting Poles
- Installation of new concrete footings at each location
- Installation of new conduit and wiring and controls. All conduits that cross under sidewalks shall be tunneled if possible, if not a minimum of 18" wide area, saw cut through the concrete and replaced with new concrete and #4 dowel rods at 18" on center. Concrete to be a minimum of 2500 psi mix with smooth troweled broom finish.
- As built drawings shall be kept with recordings of depth and distances from building foundations to new conduits
- All trenching shall be backfilled and compacted with native material and returned to existing grades. At lawn areas over seed all trenches and cover with mulch, all irrigation lines are to be returned to their original condition at the ends of the project.
- All existing utilities are to be marked before any construction work has begun

Drawings & Specifications

All General Notes, General Sheet Notes, Key Notes and Specification are found on the plans labeled;

Proposed Site lighting Plan
Housing Authority CSC
Villa Garcia Apartments
San Jose, California

Special Provision And Specifications
Villa Garcia, San Jose, CA
Job No. 29030

Architect

Tarrar Utility Consultants
3361 Walnut Blvd. #100
Brentwood, CA 94531
(925) 240-2595
(925) 240-7013 fax
Tarrar.com

Submittals

- All products used shall have full set of material submittals prior to start of construction
-

Building Permits

- The Contractor is responsible to pull all permits required by the City of San Jose
- Final payment will not be issued without building permit signoff

Schedules

- Complete project schedule will be mandatory through construction
- Schedules will be required 72 hours in advance of any work being performed
- All notices to residents will be furnished and delivered to the tenants by the onsite management staff at the property

Site Progress Meetings & Progress Payments

- Weekly site meeting will be required during the construction period
- The contractor is required to take meeting minutes and distribute them each week two days prior to the next meeting
- Monthly Draw Meeting shall be held each month at a set time agreed to by the parties

Working Hours

- 8:00 am to 5:00 pm Monday – Friday
- Weekend Work only with prior approval

Disposal of Debris

- All debris must be thoroughly cleaned up each and every work day.
- All debris if stored on site must be in a debris box paid for by the contractor.
- No use of onsite debris boxes is allowed

ATTACHMENT B

SPECIAL PROVISIONS AND SPECIFICATIONS

**Villa Garcia
San Jose, CA
Job No. 29030**

**SITE LIGHTING TRENCH, SITE LIGHTING AND ELECTRICAL
BID PACKAGE**

SPECIAL PROVISIONS AND SPECIFICATIONS
SITE LIGHTING TRENCH, SITE LIGHTING & ELECTRICAL

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1. GENERAL

The Contractor shall visit the site and shall thoroughly examine conditions before submitting a proposal to perform any work. He shall compare site conditions with data given on the plans and in these specifications. No allowances will be made for any additional costs incurred by the contractor due to the failure in examining the site, or reporting any discrepancies to the Engineer.

AS BUILTS:

Contractor to "Red Line" one set of the Site Lighting Design Package and Utility Plans with the "As Built" information and forward to the Engineer.

GUARANTEES AND WARRANTY:

The Contractor shall guarantee that all material and trench workmanship shall be satisfactory for a period of two years after acceptance by the Housing Authority of the County of Santa Clara (HACSC).

Contractor to obtain City and/or County excavation and encroachment permit prior to starting work if required.

CODES AND STANDARDS:

1. All work shall be in full accordance with the applicable provisions of the following codes: National Electrical Code, latest revision.
 - (a) California Division of Industrial Safety, Electrical Safety Order (Title 8), latest revision.
 - (b) State of California Codes and Standards.
2. Standards: All work shall be in full accordance with the applicable provisions of the following standards, latest revisions:
 - (a) HACSC
 - (b) National Electric Code
 - (c) City of San Jose
 - (d) Underwriters Laboratories, Inc., applicable standards.

2. BID ITEM I - TRENCHING

GENERAL:

Contractor to coordinate all trench occupants' installations. This includes providing labor and material as necessary to maintain minimum separation between all facilities.

Contractor to excavate any necessary trenches and provide any steel plates, barricades, etc.

Trench spoils to be spread on site unless otherwise directed. Off haul concrete, asphalt and any other contaminated spoils.

Contractor shall trench as per the plans for the installation of site lighting. This item shall include trenching, backfilling, and compaction as well as installation of sand and aggregate sub base as shown on the plans and specified in these Special Provisions.

The Contractor shall continue to excavate with sufficient labor and equipment to allow conduit. Following the installation of facilities of all the trench occupants and upon notification by the inspectors the contractor shall immediately commence backfilling any trenches as directed.

The Contractor shall plan and conduct the work to adequately safeguard all persons and property from injury; providing as necessary such warning devices as signs, lights, flares, reflectors, flagmen, shoring, bracing and any other facilities which may be required. The Contractor shall direct the performance of the work in compliance with reasonable safety regulations and work practices and with all applicable federal, state, and local laws, rules, and regulations, including but not limited to "Occupational Safety and Health Standards" promulgated by the U.S. Secretary of Labor and Safety Orders of the California Division of Industrial Safety.

Contractor shall backfill the site lighting after all facilities have been installed, and shall be responsible for approval by all governing agents and inspectors when construction is complete.

The trench depth may vary depending on the elevations of existing facilities encountered, and no extra payment will be made for increased trench depths or widths to accommodate these obstructions.

MEASUREMENT AND PAYMENT:

The contract price paid per linear foot for "Trenching" shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in trenching, removing excess material, placing bedding and envelope material, and backfilling and compacting as shown on the plans, as specified, and as directed by the Engineer.

3. BID ITEM II - VAULTS/SPLICE BOXES (EXCAVATE ONLY)

GENERAL:

Contractor shall excavate for vaults/splice boxes as per plans and details. Include trench transitions in this bid item. Contractor shall verify vault excavation dimensions with supplier(s). This item shall include all excavation, backfilling, and compaction as well as installation of aggregate (i.e., base rock, drain rock) as shown on the plans and as specified.

The Contractor shall plan and conduct the work to adequately safeguard all persons and property from injury; providing as necessary such warning devices as signs, lights, flares, reflectors, flagmen, shoring, bracing and any other facilities which may be required. The Contractor shall direct the performance of the work in compliance with reasonable safety regulations and work practices and with all applicable federal, state, and local laws, rules, and regulations, including but not limited to "Occupational Safety and Health Standards" promulgated by the U.S. Secretary of Labor and Safety Orders of the California Division of Industrial Safety.

MEASUREMENT AND PAYMENT:

The contract price paid per each for the various types of "vaults and splice boxes" (excavate only) of various sizes shall include full compensation for all furnishing all labor, materials, tools, equipment, and incidentals, and for all the work involved in providing, excavating, backfilling, and compacting as shown on the plans, as specified in the Standard Specifications and these Special Provisions.

4. BID ITEM III - VAULTS/SPLICE BOXES (SUPPLY AND INSTALL)**SITE LIGHTING:**

Contractor shall furnish and install electrical vaults, pads and boxes per the plans and these Special Provisions. Vaults, pads, boxes and all the appurtenances shall meet inspector's or HACSC's approval prior to installation.

Vaults, pads and boxes shall be the correct size, including extensions, and installed per Site Lighting Standard Drawing. All vaults, pads and boxes shall have embedded site lighting on the covers, as per the plans and material specification and code numbers.

Exact locations and elevations for vaults, pads and boxes shall be marked in the field by the contractor's survey crew.

All vaults, pads and boxes shall be set to final grade. They shall be free of mud, debris and dirt.

Ground rods are to be installed by Contractor in all ground vaults and pads as directed by inspector. Ground rods shall conform to Site Lighting Standard Drawing. All conduits entering vaults, pads and boxes shall have bell ends secured to the vault, pad or box by concrete (outside wall) and grouting (inside wall). Grout shall be standard bag mix and concrete shall be 5 sack mix.

Lighting boxes shall not be located in vehicular driving or parking areas without approval by HACSC.

Broken or damaged lighting boxes shall be replaced at Contractor's expense prior to final acceptance by HACSC.

Conduit entering lighting boxes and vaults shall be cut flush with the inside of the box. Voids around conduit as well as the joint between box sections shall be mortared where appropriate.

All boxes and vaults must be inspected and accepted by HACSC Inspector prior to commencement of trench backfilling operations. Notify Inspector 48 hours in advance when inspection is needed, or to meet at job site for clarifications of requirements. A final inspection prior to acceptance is required. The Contractor shall be responsible for all structures until such structures are approved by HACSC.

MEASUREMENT AND PAYMENT:

Vaults/Splice Boxes (Supply and Install) will be measured by the each for the various types and sizes as bid.

Vaults, pads and boxes shall be paid for at the unit price for various sized vaults, pads or boxes. Prices shall include installations of vaults and boxes in the specified locations as per the plans and these Special Provisions. Said prices shall include full compensation for furnishing all vaults, pads, boxes, frames, lids, labor, materials and incidentals as shown on the plans or specified in these Special Provisions.

No separate measurement or payment shall be made for ground rods, concrete, or grout, and full compensation for furnishing all labor, materials, tools, equipment and incidentals and doing all work involved with ground rods, concrete, or grout, installation, shall be included in the prices paid for the various sized vaults and no additional compensation shall be allowed therefore.

The contract price paid per each for the various types of lighting boxes and vaults of various sizes shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals; and for doing all the work involved in providing, placing, and adjusting to grade, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions and as directed by the Engineer.

5. BID ITEM IV - CONDUIT (SUPPLY AND INSTALL)

SITE LIGHTING:

Contractor shall furnish and install electrical conduit per the plans and these Special Provisions. Conduits and all appurtenances shall conform to Site Lighting Standard Drawing.

The work under this Section shall include all work related to the electrical distribution systems. All work shall conform to the applicable provisions of these specifications and related drawings. In addition, the electrical distribution system work shall conform to the applicable standards and requirements of National Electric Code. The most stringent of the requirements shall govern.

All conduits shall be mandrel tested by the Contractor before completion of the project. Test shall conform to National Electric Code specifications and City approval. All ends shall have temporary plugs installed. All stubs will have a marker post installed.

In areas where minimum cover or other conditions require the use of steel conduit in lieu of plastic, no extra compensation will be made therefore, and any extra costs associated therewith will be considered as included in the unit price per linear foot for the conduit.

Changes in locations or conduit section lengths shall not be made without prior approval by HACSC Inspector.

MEASUREMENT AND PAYMENT:

Conduits are to be measured by the linear foot for the various types and sizes as calculated from the plans.

The contract price paid per linear foot for conduits of the various sizes shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in providing, placing and connecting conduits to the boxes, including all ropes, complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions and as directed by the Engineer.

6. BID ITEM V - ELECTRIC SYSTEM

GENERAL:

Contractor shall furnish and install electric facilities per the plans and these Special Provisions. Cable, materials and all appurtenances shall conform to National Electric Code.

The work under this Section shall include all work related to the electric systems. All work shall conform to the applicable provisions of these specifications and related drawings. In addition, the electric distribution system work shall conform to the applicable standards and requirements of the National Electric Code. The most stringent of the requirements shall govern.

MEASUREMENT AND PAYMENT:

Electric system is to be measured by the linear foot or per each for the various types and sizes as calculated from the plans and material specification.

The contract price paid per linear foot or per each for the electric facilities of the various sizes shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in providing, placing, connecting and splicing cables and equipment as shown on the plans, as specified in the Standard Specifications and these Special Provisions and as directed by the Engineer.

7. BID ITEM VI - STREET LIGHTING

GENERAL:

The street lighting system shall fully conform with the National Electrical Code and City of San Jose. Standard Specifications and details, the plans, these Special Provisions, and as directed by the Engineer. Rate schedule is LS2A. Luminaire and internal wiring shall be supplied and installed by the Contractor.

The work shall consist of furnishing and installing complete street light poles, mast arms, luminaries, concrete poles bases, and all incidental items necessary, including connections, and conductors necessary for complete installation in conformance with the contract plans and details.

POLES AND LUMINAIRES:

Poles and luminaries shall be shipped and delivered free of defects. All poles to be complete with handhole and handhole cover. All poles to be furnished with full pole base covers. Luminaires shall be shipped and delivered complete with all mounting hardware. Lamp shall be supplied and installed per general notes on the plans.

MATERIAL:

Lighting Standard Foundation: Foundation for light standards shall be Class A concrete as called for in the Project Plans. Concrete foundations shall be constructed on undisturbed ground, or in material that has been compacted to 95% relative density before excavating for foundation. The foundation shall be cast monolithically up to the top two (2) inches which shall be placed after the standard has been plumbed. After each standard is in proper position, mortar shall be placed under the base plate as shown on the Project Plans. The exposed portions shall be formed to present a neat appearance and approved by Engineer. Mortar shall consist of one (1) part by volume of portland cement and three (3) parts of clean sand, shall contain only sufficient moisture to permit packing and shall be cured by keeping it damp for three (3) days.

High strength anchor bolts, nuts and washers shall conform to ASTM designation A-325 and shall be galvanized.

The upper threaded portion of all anchor bolts shall be provided with two (2) nuts and two (2) washers each.

Welding shall not be performed on any portion of the body of high-strength anchor bolts.

Plumbing of the lighting standards shall be accomplished by adjusting the leveling nuts before placing mortar or before the foundation is finished to final grade. Shims or other similar devices shall not be used for plumbing or raking of standards.

Both forms and ground which will be in contact with the concrete shall be thoroughly moistened before placing concrete. Forms shall not be removed until the concrete has thoroughly set.

Where obstructions prevent the construction of the planned foundation, the contractor shall construct an effective foundation as approved by the Engineer.

Poles shall not be erected until the foundation has set for at least seven (7) days.

Forms shall be true to line and grade. Tops of foundation for poles shall be finished to curb or sidewalk grade, or as directed by the Engineer. Conduit ends and anchor bolts shall be placed in proper position and to proper height and shall be held in place by means of a template until the concrete sets.

MEASUREMENT AND PAYMENT:

Each electrolier shall include a pole, base and luminaire(s). The contract price paid per each for site light poles shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing, excavating, constructing and placing sitelight poles complete in place, as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

SITE LIGHT CONDUIT

The work shall consist of furnishing and installing site light conduit in conformance with the plans, these Special Provisions, and as directed by the Engineer.

All conduit and fittings shall be U.L. approved. Unless otherwise noted or required, use minimum 2 inch Schedule 40 PVC conduit and fittings below grade. Minimum radius bends shall be 18 inch. For aboveground installation, use metallic rigid steel conduit. Provide pull wire in all empty conduits. All crossings shall be perpendicular to street.

The contract price per linear foot of 2 inch schedule 40 PVC site light conduit and fittings shall be considered full compensation for furnishing all labor, materials, equipment, tools and incidentals necessary to complete the installation of the site light conduit, including trenching and backfill, as indicated on the plans, in these Special Provisions, and as directed by the Engineer.

COPPER WIRE FOR SITE LIGHTING

The work shall consist of furnishing and installing site light conductor in conformance with the plans, these Special Provisions, and as directed by the Engineer.

Cable shall be A.W.G. No. varies (see plans), 7-strand soft copper, type THW or THHN with minimum of 3/64 in. polyvinyl chloride insulation, unless otherwise noted. No.10 in pole may be used.

The contract price per linear foot of copper wire for site lighting shall be considered full compensation for furnishing all labor, materials, equipment, tools and incidentals necessary to complete the installation of copper wire as indicated on the plans, in these Special Provisions, and as directed by the Engineer.

SPLICE BOXES/GROUNDING BOXES

Splice boxes shall be No. 3½ or No. 5 state type splice box and shall conform to the plans, these Special Provisions, and as directed by the Engineer.

Splice boxes shall be No. 3½ or No. 5 state type splice box with lid and brass holddown bolts, unless otherwise noted. Lids to be inscribed "SITE LIGHTING."

The contract price for each No. 3½ or No. 5 state splice box shall be considered full compensation for furnishing all labor, materials, equipment, tools and incidentals necessary to complete the installation of No. 3½ or No. 5 state splice box as indicated on the plans, these Special Provisions, and as directed by the Engineer.

REMOVAL OF EXISTING LIGHTING

Contractor shall remove all existing lighting, post top, building mount including conduit, wire and light pole base. All underground conduits shall be cutoff at the bottom of the existing trench and all wire shall be removed from the existing conduit. Existing conduit may stay in place as long as it is vacated of all wire. Site must be walked with HACSC prior to construction. HACSC must point and approve which lights on the ground and building to be removed. All spoils to be off-hauled, concrete, asphalt, wire, conduit and any other contaminated spoils. Upon removal of existing lighting from building, Contractor must paint, patch and repair all holes to the damaged building sections which consist of paint and repair.

SITE LIGHTING:

THE SITE LIGHTING SYSTEM SHALL FULLY CONFORM TO THE NATIONAL ELECTRICAL CODE AND CITY OF SAN JOSE STANDARD SPECIFICATIONS AND DETAILS.

THE WORK SHALL CONSIST OF FURNISHING AND INSTALLING COMPLETE SITE LIGHT POLES, LUMINAIRES, CONCRETE POLE BASES, PULL BOXES AND ALL INCIDENTAL ITEMS, INCLUDING CONNECTIONS, CONDUCTORS AND CONDUIT NECESSARY FOR COMPLETE INSTALLATION IN CONFORMANCE WITH THE CONTRACT PLANS AND DETAILS.

* FOR LS1C - INCLUDE LUMINAIRE AND INTERNAL WIRING. *

SONO TUBES: CITY INSPECTOR MAY REQUIRE SONO TUBES AT SPECIFIC LOCATIONS. (VERIFY WITH CITY INSPECTOR BEFORE INSTALLING)

ATTACHMENT C
INSTRUCTIONS TO BIDDERS

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ARTICLE 1 — GENERAL

- 1.01 Bidder must examine these Instructions To Bidders carefully and respond to all requirements and conditions.
- 1.02 Bidders must be aware of the requirements of codes referenced in the Bid Documents.

ARTICLE 2 — COMPETENCE OF BIDDERS

- 2.01 Bidders must meet all qualification requirements contained in the Bid Documents.
- 2.02 Any Bidder may be required to furnish evidence satisfactory to Owner that the Bidder and its proposed Subcontractors have sufficient means and experience in the type of Work required to assure satisfactory completion of all the requirements of the Contract Documents.

ARTICLE 3 — COMPLIANCE WITH CONTRACTOR'S LICENSE LAWS

- 3.01 Bidder's attention is directed to the provisions of Chapter 9 of Division 3 of the California Business and Professions Code ("Contractors"), and §3300 of the California Public Contract Code. The Contractor must possess the required classification of Contractor's License at the time the Bid is submitted (per Business and Professions Code §7028.15). The Contractor must possess the required classification of Contractor's License at the time of the Contract Award (per Public Contract Code §20103.5).
- 3.02 If a Bidder does not possess the required Contractor's License at the time a Bid is submitted, in accordance with Business and Professions Code §7028.15, the Bid will be considered non responsive and will be rejected by the Owner. The Owner may require forfeiture of the Bidder's Bond.
- 3.03 Joint venture Bidders must possess a joint venture license. Each party to a joint venture must be properly licensed for the Work of this Project.

ARTICLE 4 — PRIOR DISQUALIFICATION

- 4.01 Bid may be rejected on the basis of a Bidder, any officer of such Bidder, or any employee of such Bidder who has a proprietary interest in such Bidder, having been disqualified, removed or otherwise prevented from Bidding on, or completing a federal, state or local project because of a violation of a law or a safety regulation.
- 4.02 The Owner will review the circumstances presented in the Bid Form certification and will determine if acceptance of the Bid is in its best interest.

ARTICLE 5 — EXAMINATION OF BID DOCUMENTS AND PROJECT SITE

- 5.01 The Bidder must carefully examine the site of the Work and Bid Documents.
- 5.02 The submission of a Bid will be conclusive evidence that the Bidder has investigated and is fully aware of the conditions and difficulties that may be encountered including the availability of labor and materials to be provided, of the character, quality and quantities of Work to be performed, and of the requirements of all Bid Documents.
- 5.03 Where investigation of subsurface conditions has been made by Owner in respect to foundation or other design, Bidders may inspect Owner's records of such investigation, including examination of samples and drill cores, if any.
- 5.04 When logs of test borings indicating a record of the data obtained by Owner's investigation of subsurface conditions are made available, **said logs represent only the investigator's opinion as to the character of material encountered in test borings and are made available only for the convenience of bidders.**
- 5.05 Investigation of subsurface conditions is made for the purpose of design, and Owner assumes no responsibility, whatsoever, in respect to the sufficiency of test borings, accuracy of the log of test borings, of other preliminary investigations, or in the interpretation thereof. **There is no warranty or guarantee, express or implied, that the conditions indicated are**

representative of those existing throughout the Work, or any part of it, or that unforeseen conditions may not be encountered.

- 5.06** Making information available to Bidders is not to be construed in any way as a waiver of the aforesaid provisions, and **Bidders must satisfy themselves through their own investigations as to conditions to be encountered.**
- 5.07** No information derived from such inspection of records of preliminary investigations made by Owner, or from the maps, Drawings or Contract Documents relieve Contractor from any risk or from properly fulfilling all the terms of the Contract. Records of such preliminary investigations as may have been made by Owner may be inspected by contacting the Owner's Project Manager identified in the Notice to Bidders.
- 5.08** Failure by Bidder to educate itself with available information will not relieve Bidder from responsibility for estimating properly the difficulty or cost of successfully performing the Work.
- 5.09** Bidders are required to inform themselves fully of the conditions relating to the construction and labor under which the Work will be or is now performed, and, so far as possible, the successful Bidder must employ such means and methods in carrying out its Work as will not cause any interruption or interference with any other contractor.

ARTICLE 6 — DISCREPANCIES, CONFLICTS, OMISSIONS, OR ERRORS

- 6.01** If any person contemplating submitting a Bid is in doubt as to the intended meaning of any part of the Bid Documents, or finds discrepancies in, or omissions in the Bid Documents, that person must submit a written request for an interpretation or correction thereof at least ten (10) calendar Days before the deadline for receipt of Bids.
- 6.02** Inquiries must be addressed to the Project Manager identified in the Notice to Bidders.
- 6.03** Any request received fewer than ten (10) calendar Days before the said deadline may not be answered. The person submitting the request will be responsible for its prompt delivery.
- 6.04** Any interpretation or correction of the Bid Documents will be made only by Addendum, and will be mailed or delivered to each person included on the Owner's plan holders list for the Project.
- 6.05** Owner is not responsible for any explanation or interpretation of the Bid Documents not communicated to Bidders in an Addendum. If no Addenda are issued relating to supposed discrepancy, conflict, omissions or errors in figuring the Work, the supposed discrepancies, conflicts, or omissions are governed by Document 00700.1.05, "Conflicts in the Contract Documents."

ARTICLE 7 — BIDDER'S SECURITY-

- 7.01** Each Bid must be accompanied by cash, a certified or cashier's check, or an original Bidders Bond in an amount not less than ten percent (10%) of the total aggregate of the Bid including all additive Bid items, indicated in the Notice to Bidders, to be used in determining the low Bid for the Project.
- 7.02** A Bid will be considered non-responsive if not accompanied by proper Bidder's Security
- 7.03** The original Bid Bond must be provided by an admitted Surety insurer, authorized to issue Surety bonds in the State of California, and it must execute the Bid Bond.
- 7.04** Bonds and checks must be made payable to "**Housing Authority**".
- 7.05** All bonds must be provided on the forms included with the Bid Documents or the Bid will be considered non-responsive.

ARTICLE 8 — BID FORM

- 8.01** Prospective Bidders are furnished Bid Forms (Document 00410). A Bid Form may contain a schedule of items requesting lump sum prices. It may also state estimated quantities of various kinds of Work to be performed, or materials to be provided, with a schedule of items for which unit prices are required.
- 8.02** The unit prices or lump sum pricing must include full compensation for Providing all labor, materials, services, tools, equipment and whatever else is required to perform all Work in accordance with the requirements of the Bid Documents.
- 8.03** All Bids must be submitted on the forms furnished by the Owner. A Bid not submitted on the forms furnished by the Owner will be considered non-responsive.
- 8.04** Completing the Bid Form:
- .A Bidder's name must be the same as listed on Bidder's California State Contractor's license.
 - .B Bid price(s) must be in the manner required by the Bid Form.
 - .C Bid Form must be signed by Bidder or duly authorized representative.
 - .1 If Bidder is an individual, name must be stated.
 - .2 If Bidder is a partnership, name of the partnership must be stated and one or more partners must sign the Bid Form.
 - .3 If Bidder is a corporation, name of the corporation must be stated, the state of incorporation must be listed, the title of the person with authority to sign and bind corporation, must be stated, and the corporate seal must be affixed.
 - .4 Bidder's business and mailing address must be stated.
- 8.05** Required Listing of Proposed Subcontractors:
- .A Failures to list name, or location and kind of Work for Bid is cause for Bid to be rejected as non-responsive.
 - .B Bidders' attention is directed to the provisions of the Subletting and Subcontracting Fair Practices Act, beginning with Public Contract Code §4100, related to penalties for use of unauthorized Subcontractors or by making unauthorized substitutions.

ARTICLE 9 — CONTRACTING PRINCIPLES –INTENTIONALLY LEFT BLANK

ARTICLE 10 — SUBMISSION OF BID FORMS

- 10.01** Bid Forms must be **completed in ink**, completely filled out, and submitted on the Bid Form furnished as part of the Bid Documents. Faxed Bids or modifications will not be considered by Owner.
- 10.02** It is the sole responsibility of the Bidder to ensure that its Bid is received at the proper time and at the proper location. Bids received after the time fixed for receiving them will not be considered.
- 10.03** Late Bids will be returned by the Owner to the Bidder unopened.
- 10.04** Each Bid must be addressed to the Housing Authority, Attn: Rene Regino, Director of General Services, and must be delivered no later than the date and time set for the acceptance of Bids in the published Notice to Bidders.
- 10.05** Each Bid must be enclosed in a sealed envelope bearing the title of the Project, Project Number, the name of the Bidder and the date and time of bid acceptance deadline. Failure to do so may result in a premature opening of, or failure to open, such bid. Bid Forms improperly marked may be disregarded.

ARTICLE 11 — WITHDRAWAL OF BID FORMS

- 11.01** Any Bid may be withdrawn at any time before the time fixed in the Notice to Bidders for the

acceptance of Bids only by written request of the Bidder or a duly authorized representative.

11.02 Withdrawal of a Bid does not prejudice the right of the Bidder to file a new Bid at any time prior to the time fixed for receiving Bids in the Notice to Bidders.

11.03 A Bid will not be accepted after date and time stated herein.

11.04 After the opening of Bids, Bids may only be withdrawn for materials mistake affecting price, as determined by the Owner's Authorized Representative.

ARTICLE 12 — OPENING OF BIDS

12.01 Bids will be opened and read by the Owner's Authorized Representative.

ARTICLE 13 — REJECTION OF IRREGULAR BIDS

13.01 The Owner may reject any Bid if there appears to be any alteration of the Bid Form, any addition or condition not called for, or any incompleteness, erasure or irregularity of any kind.

13.02 Bids not completed in **Ink** will be rejected.

13.03 If the Bid amount or other material information is changed, the **change must be initialed**.

ARTICLE 14 — COMPETITIVE BIDDING

14.01 More than one Bid from an individual, firm, partnership, corporation, or combination thereof, as a principal, under the same or different names will not be considered. Reasonable basis for believing that any individual, firm, partnership, corporation, or combination thereof is a principal in more than one Bid for the Work contemplated may cause the rejection of all Bids in which such individual, firm, partnership, corporation, or combination thereof is a principal.

14.02 If there is a reason for believing that collusion exists among the Bidders, any or all Bids may be rejected.

14.03 A person, firm, or corporation submitting a sub-bid to a Bidder, or who quoted prices on materials to a Bidder, is not thereby disqualified from submitting a sub-bid or quoting prices to other Bidders or from being a principal Bidder for the same Work.

14.04 Bids in which unit prices are obviously unbalanced may be rejected.

14.05 Bidders are put on notice that any collusive agreement fixing the prices to be Bid so as to control or affect Awarding of the Contract may render void any Contract let under such circumstances.

ARTICLE 15 — ESTIMATED QUANTITIES

15.01 The quantities stated in a schedule of items for which unit prices are asked to be Bid are approximate only.

15.02 The quantities are given as a basis for the comparison of Bids.

15.03 Owner does not, expressly or by implication, represent that the actual amount of Work will correspond with quantities given and reserves the right to increase or decrease the quantities of Work for any Bid item, or to omit portions of the Work, as Owner may deem necessary or advisable.

ARTICLE 16 — SUBSTITUTION OF ALTERNATIVE MATERIALS, ARTICLES, OR EQUIPMENT

16.01 Bids must be based upon use of items named in the Bid Documents.

16.02 In certain cases, specific items have been named (Named Products) because of operational or maintenance considerations; approval of proposed equals should not be assumed.

16.03 Alternative material(s), article(s), or equipment that are of equal quality and of required characteristics for the purpose intended may be proposed provided the Bidder complies with the following requirements:

.A The proposal will not be considered unless the submittal is accompanied by complete

information and descriptive data necessary to determine equality of offered material(s), article(s) or equipment.

- .B Samples must be submitted when requested by the Owner.
- .C Burden of proof as to comparative quality, suitability, and performance of offered material(s), article(s), or equipment is the responsibility of the Bidder submitting the proposal.
- .D Requests for approval must comply with the requirements of Section 01630, "Product Substitution Procedures."

16.04 Owner's Authorized Representative is the sole judge as to such matters. In the event Owner's Authorized Representative rejects the use of such Alternative(s) submitted, then the Contractor must furnish one of the particular Named Products originally specified in the Bid Documents.

16.05 Proposals for Alternative material(s), process, article(s), or equipment requested during the Bid period must be submitted not later than ten (10) calendar Days prior to Bid opening.

16.06 If the Owner does not respond to a proposed Alternative before the Bid date, and the proposed Alternative is not approved, the Contractor will furnish one of the specified Named Products.

ARTICLE 17 — RETURN OF BIDDER'S SECURITY

17.01 If Owner does not accept the Bid within the period of Days after the Bid opening stated in Document 00410 - Bid Form, Owner will return Bidder's Security to all Bidders.

17.02 If the Bidder to whom the Contract is Awarded executes and delivers to Owner all the required documents, Owner will return Bidder's Security to all Bidders.

ARTICLE 18 — RELIEF OF BIDDERS – INTENTIONALLY LEFT BLANK

ARTICLE 19 — AWARD OF CONTRACT

19.01 The Contract, if Awarded, will be to that responsible Bidder submitting the lowest responsive Bid, subject to Owner's right to reject any or all Bids and to waive any informality or irregularity in the Bids or in the bidding procedures.

19.02 No Bidder may withdraw its Bid for the period of Days stated in Document 00410, "Bid Form", after the date set for the opening thereof, and the Bid will be subject to acceptance by Owner throughout this period.

19.03 The time period within which Award of Contract may be made is subject to an extension of such further period as may be agreed upon in writing between the Owner and the Bidder.

19.04 No Contract is formed until all Contract Bonds and Insurance documents have been accepted by the Owner and the Agreement is signed by the Owner.

ARTICLE 20 — CONTRACT BONDS

20.01 The successful Bidder (hereinafter "Contractor") must pay all Contract Bond premiums, costs thereof, and incidental thereto.

20.02 Each Contract Bond must be signed by both Contractor and the Sureties.

20.03 As a condition to Owner signing the Agreement, the successful Bidder must file with Owner on the approved forms, the two surety bonds in the amounts and for the purposes noted below, duly executed by a Surety company meeting the requirements of Article 20 herein.

20.04 The "payment bond" must be in an amount of one hundred percent (100%) of the Contract Sum as determined from the prices in the Bid Form, including the base Bid and all additive and/or deductive Bid items accepted by the Owner and identified in the Award, and shall inure to the benefit of persons performing labor or furnishing materials in connection with the Work. This bond must be maintained in full force and effect until all Work is completed and Accepted by Owner, and until all claims for materials and labor have been paid.

20.05 The "performance bond" must be in an amount of one hundred percent (100%) of the Contract Sum as determined from the prices in the Bid Form, including the base Bid and all additive

and/or deductive Bid items accepted by the Owner and identified in the Award, and must be so conditioned as to ensure the faithful performance by Contractor of all Work. It shall also include the replacing, or making acceptable, of any defective materials or faulty workmanship during the Guarantee period(s).

20.06 If any Surety or Sureties are deemed unsatisfactory at any time by Owner, Owner will notify Contractor, and Contractor must forthwith substitute a new Surety or Sureties satisfactory to Owner. No further payment will be deemed due or made until the replacement Sureties qualify and are accepted by Owner.

20.07 All changes to the Contract Sum, Contract Time, or Contract Documents may be made without securing the consent of the Surety or Sureties on the Contract Bonds.

20.08 Sureties must be California admitted Sureties.

ARTICLE 21 — INSURANCE

21.01 Contractor will be required to furnish to Owner, concurrently with execution of the Agreement, insurance documents evidencing coverage as required by "Indemnification and Insurance"

ARTICLE 22 — EXECUTION OF CONTRACT AGREEMENT

22.01 The form of Agreement which the successful Bidder, as Contractor, must execute, and the form of Contract Bonds and Insurance coverage that it must provide are included in the Bid Documents and must be carefully examined by each Bidder. All Contract Bonds, policies or certificates of insurance, and Insurance policy endorsements must be delivered with or before the delivery of the signed Agreement form, and must be acceptable to Owner.

22.02 The Bidder to whom the Contract is Awarded by Owner must, within ten (10) calendar Days after the Notice of Award, sign and deliver the following documents to the General Services Director:

- .A One (1) original and one (1) copy of the signed Agreement form furnished by Owner in the Bid Documents. ("Agreement")
- .B One (1) original copy of the Performance Bond.
- .C One (1) original copy of the Payment Bond.
- .D Policies of Insurance, Insurance certificates and endorsements as required by the Bid Documents.

22.03 Should Contractor begin Work in advance of the start date for the Work, as stated in the Notice to Proceed, the Work will be considered as having been done at Contractor's risk as a volunteer.

ARTICLE 23 — FAILURE TO EXECUTE CONTRACT AGREEMENT

23.01 Failure of the successful Bidder to execute the Agreement in the form satisfactory to Owner is just cause for the annulment of the Award and the forfeiture of the Bidder's Security.

23.02 Failure of the successful Bidder to sign and return the Agreement within ten (10) calendar Days after notification of Award by the Owner constitutes failure to execute the Agreement.

23.03 Failure to return required Contract Bonds and insurance documents within ten (10) calendar Days after notification of Award by the Owner constitutes failure to execute the Agreement.

23.04 If the Bidder to whom the Contract is Awarded does not file the documents required by the Bid Documents, files unsatisfactory documents, or refuses to enter into a Contract within the specified time, the Bidder is liable for any difference by which the cost of procuring the Work exceeds the amount of its Bid. The Bidder's Security will be used to offset such difference.

ARTICLE 24 — NO ORAL AGREEMENTS

24.01 No conversation with any officer, employee, agent or Consultant of Owner, either before, during, or after the execution of the Agreement, affects or modifies any terms or obligations contained in the Contract Documents, nor entitle Contractor to any adjustment in the Contract Time or

Contract Sum whatsoever.

ARTICLE 25 —BID PROTEST

- 25.01** Any Bid protest relating to the form or content of the Bid Documents must be submitted in writing to the Owner's Project Manager identified in the Notice to Bidders at least three (3) business days before the original date or extension thereto set for the Bid opening. Any Bidder who fails to submit a protest before the Bid opening deadline will be deemed to have waived any protest to the form or content of the Bid Documents.
- 25.02** Any Bid protest unrelated to Article 25.1 must be submitted in writing to the Owner's Project Manager. The protest must be received before 5:00 p.m. of the third business day following Bid opening.
- 25.03** The protest document must contain a complete statement of the basis for the protest.
- 25.04** The protest must refer to the specific portion(s) of the Bid Documents that form the basis for the protest.
- 25.05** The protest must include the name, address, and telephone number of the person representing the protesting party.

**A. DOCUMENT 00210
SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

[Note to Specifier: Document 00210 is used when it is necessary to highlight special bidding requirements. Special bidding requirements can include special certifications; requirements for Escrow Bid Documents; and the like. See examples below.]

The following requirements supplement Document 00200, Instructions to Bidders:

1. ESCROW BID DOCUMENTS - NOT APPLICABLE

Bidders' attention is directed to the requirement in Document 00800, Supplementary Conditions, for Escrow Bid Documents to be submitted by the three lowest Bidders within 48 hours after the time for receipt of bids.

2. MANUFACTURER CERTIFICATION AND APPROVAL OF CONTRACTOR –NOT APPLICABLE

Bidders' attention is directed to Section **(Insert Section Number)** of the Technical Specifications, requiring the manufacturer of the **(Insert Name Of Equipment)** to certify in writing that the Contractor is by the manufacturer for installation and service the specified system or equipment. After Contract Award by Owner and before Owner will issue a Notice to Proceed, Contactor must submit such certification to the Owner's Project Manager for acceptance.

END OF DOCUMENT 00210

Representations, Certifications, and Other Statements of Bidders

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

_____[insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
(b) Impair the bidder's objectivity in performing the contract work.
- ☐ In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

- (1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed.
- (b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

- (a) "Acceptance period," as used in this provision, means the number of calendar days available to the C C for awarding a contract from the date specified in this solicitation for receipt of bids.
- (b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.
- (c) C C requires a minimum acceptance period of calendar days.
- (d) In the space provided immediately below, bidders may specify a longer acceptance period than the C C's minimum requirement. The bidder allows the following acceptance period: 60 calendar days.
- (e) A bid allowing less than the C C's minimum acceptance period will be rejected.
- (f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

- (a) ☐ is, ☐ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) ☐ is, ☐ is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) ☐ is, ☐ is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|---|---|
| ☐ Black Americans | ☐ Asian Pacific Americans |
| ☐ Hispanic Americans | ☐ Asian Indian Americans |
| ☐ Native Americans | ☐ Hasidic Jewish Americans |

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority) C B

The bidder represents and certifies that it:

- (a) ☐ is, ☐ is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.
- (b) ☐ is, ☐ is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. R s r

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the C C Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. R s r

13. Bidder's Signature

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

ATTACHMENT E

**DOCUMENT 00410
BID FORM**

From:(Bidder's Company)

Name: _____

Address:

Phone :() _____ Email Address: _____

TO: Housing Authority of the County of Santa Clara herein called Owner's Authorized Representative:

Pursuant to and in compliance with the Notice to Bidders and the Contract Documents relating to the **SITE LIGHTING RENOVATION PROJECT**, the undersigned Bidder, having become thoroughly familiar with the terms and conditions of the Contract Documents and with local conditions affecting the performance and the costs of the Work at the place where the Work is to be done and having fully inspected the Work site in all particulars, hereby proposes and agrees to fully perform the Work within the Contract Time(s) stated and in strict accordance with the Contract Documents, including Providing any and all labor and materials, and perform all the Work required to construct and to complete said Work in accordance with the requirements of the Contract Documents, for the following sums of money:

BASE BID:

When the Project includes any trenching or excavation five feet or deeper, California State Labor Code Sections 6705 and 6707 require a separate Bid item for providing adequate sheeting, shoring, bracing or equivalent for the protection of life and limb. If this Project requires trenching or excavation five feet or deeper, Bidder must enter a dollar value for Base Bid Item Number 1:

Bid Item Number 1: Trenching. Provide all labor, materials, services and equipment necessary maintain minimum separation between all facilities.

Dollars

(words) _____

\$ (figures) _____

Bid Item No. 2: Vaults/Splices Boxes (Excavate Only) Provide all labor, materials, services and necessary equipment.

Dollars
(words) _____

\$ (figures) _____

Bid Item No. 3: Vaults/Splices Boxes (Supply & Install) Provide all labor, materials, services and necessary equipment.

Dollars
(words) _____

\$ (figures) _____

Bid Item No. 4: Conduit (Supply & Install) Provide all labor, materials, services and necessary equipment.

Dollars
(words) _____

\$ (figures) _____

Bid Item No. 5: Electric System Provide all labor, materials, services and necessary equipment.

Dollars
(words) _____

\$ (figures) _____

Bid Item No. 6: Street Lighting Provide all labor, materials, services and necessary equipment.

Dollars
(words) _____

\$ (figures) _____

Total Bid: Provide all labor, materials, services and equipment necessary for the completion of all Base Bid Work required by the Bid Documents: (Total of Base Bid Items 1-6 above):

Dollars
(words) _____

\$ (figures) _____
Total Base Bid

The below listed items of work shall be supplied and installed to provide for a complete and operational system. These approximate quantities shall **not** relieve the contractor of this obligation.

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
41 Watt L.E.D. Electrolier (Complete)	20 EA.	\$ _____	\$ _____
1" Conduit (include trench & backfill)	1,716 L.F.	\$ _____	\$ _____
3-#8 cu. wire plus #8 ground	1,716 L.F.	\$ _____	\$ _____
#3½ State Splice Box	20 EA.	\$ _____	\$ _____
#5 State Splice Box	1 EA.	\$ _____	\$ _____
<u>SUBTOTAL STREET LIGHTING:</u>			\$ _____
L " x W " Sono Tubes (if required)	Per ea.	\$ _____	

BASIS FOR AWARD OF CONTRACT

1. The Contract will be awarded to the "Responsible Bidder" submitting the lowest responsive Bid (as may be corrected in accordance with paragraph 8 below). "Responsible Bidder" is a Bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the public works contract.
2. Whenever additive or deductive Bid items are included in a Bid, the Notice to Bidders will specify the method to be used the basis for determining the low Bid.
3. Owner reserves the right to reject this Bid.
4. This Bid must remain open and not be withdrawn for a period of sixty (60) calendar Days from the date prescribed for its opening.
5. If written notice of the acceptance of this Bid is mailed or delivered personally to the undersigned within sixty (60) calendar Days after the date set for the receipt of this Bid, or at any time thereafter before withdrawn, the undersigned Bidder must execute and deliver the Agreement to Owner in accordance with this Bid as accepted, and must furnish and deliver to Owner the Performance Bond, Payment Bond, and Proof of Insurance Coverage as required in the Bid Documents, all within ten (10) calendar Days after the date of Notice of Award furnished by the Housing Authority.
6. Insurance must be satisfactory to, and on forms acceptable to Owner.
7. Notice of acceptance of Bonds and Insurance or request for additional information may be addressed to the Bidder at the address shown on Page 1 of Document 00410, "Bid Form."
8. Wherever in this Bid an amount is stated in both words and figures, in case of discrepancy between words and figures, the words shall prevail.
9. If all or any portion of the Bid is required to be given in unit prices and totals, and a discrepancy exists between the sum of the unit prices and totals so given, the sum of the unit prices will prevail.
10. If the Bid is required to be given in individual Bid Item prices and a Total Base Bid price, and a discrepancy exists between the sum of the individual Bid Item prices and the Total Base Bid price so given, the sum of the individual Bid Item prices will prevail.

11. Bidder certifies that it has thoroughly read and understands the Bid Documents and Addenda. Bidder hereby incorporates by reference the Bid Documents and Addenda as though set out in full, and all provisions of the Notice to Bidders published by Owner pertaining to the Work described in this Bid.

BIDDER'S SECURITY & ADDENDA

1. Accompanying this Bid proposal is _____ (insert words "cash," "cashier's check," "certified check," or "Bidder's Bond" as the case may be) in an amount equal to at least ten percent (10%) of the total of the Bid including all additive Bid items.

2. Bidder acknowledges receipt of the following Addenda to the Bid Documents:

() NO Addenda received

() Addenda received as follows:

<u>Addendum Number</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Failure to acknowledge on the Bid Form receipt of an Addendum is not in itself cause for withdrawal or rejection of Bid, if it can be established that Bidder did, in fact, receive such Addendum prior to Bid opening.

DESIGNATION OF SUBCONTRACTORS

This Designation of Subcontractors form must be completed. Bidder must complete the form below for each Subcontract that exceeds one-half of one percent (1/2%) of the Bidder's total Bid. A Subcontractor is one who: (1) performs Work or labor; or (2) provides a service to the Bidder; or (3) specially fabricates and Installs a portion of the Work according to the Contract Documents. Bidders failure to list a Subcontractor for any portion of the Work in excess of 1/2% of Bidder's total Bid signifies Bidder will self perform that portion of the Work with its own forces. (Note: If more than one Subcontractor is designated for the same kind of Work, state the portion that each will perform.)

	SUBCONTRACTORS	
NAME	LOCATION OF BUSINESS	WORK

DESIGNATION OF SUBCONTRACTORS (CONT'D)

	SUBCONTRACTORS	
NAME	LOCATION OF BUSINESS	WORK

NOTE: To list additional Subcontractors, submit completed copies of this form as needed.

BIDDER'S CERTIFICATIONS

1. THE NAMES OF ALL PERSONS INTERESTED IN THE FOREGOING BID AS PRINCIPALS ARE AS FOLLOWS:

NOTE: If Bidder or other interested person is a corporation, give legal name of corporation, the State where incorporated, and names of the president and secretary thereof; if a partnership, provide name of the firm, also names of all individual partners composing firm; if Bidder or other interested person is an individual, provide first and last names in full below:

2. LICENSED IN ACCORDANCE WITH [CHAPTER 9, DIVISION 3](#), OF BUSINESS AND PROFESSIONS CODE PROVIDING FOR THE REGISTRATION OF CONTRACTORS:

Contractor's License: No.: _____ Class: _____ Expiration Date: _____

NOTE: Bidder(s) bidding jointly or as a combination of several business organizations are cautioned that such Bidder must be jointly licensed in the same form and style in which the Bid is executed. If making a Bid as a joint venture, each person submitting the Bid must provide the information required above with respect to his or her license.

NOTE: If Bidder is a corporation, the legal name of the corporation must be set forth below together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if Bidder is a partnership, the name of the firm must be set forth below together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if Bidder is an individual, the Bidder must sign below.

Business Address: _____
Street

City State Zip Code

Business Telephone :() _____

BIDDER'S CERTIFICATIONS (CONT'D)

3. DESIGNATION OF INSURANCE COMPANY (IES) & AGENT OR BROKER

The following insurance company (ies) and agent or broker will provide policies of insurance or insurance certificates as required by the Contract Documents:

Insurance Company

Admitted in California: YES _____ NO _____

Agent or Broker:

_____ Street _____ City _____ Zip

Phone :() _____

4. DESIGNATION OF BONDING COMPANY & AGENT OR BROKER

The following Surety Company and agent or broker will provide Payment and Performance Bonds as required by the Contract Documents:

Surety Company Providing Bonds:

Admitted in California: YES _____ NO _____

Agent or
Broker: _____

_____ Street _____ City _____ Zip

Phone :() _____

BIDDER'S CERTIFICATIONS (CONT'D)

5. NONCOLLUSION AFFIDAVIT

(Bidder's full name)

being first duly sworn, deposes and says that he or she is

(Bidder's title)
of

(Company's name)
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.

BIDDER'S CERTIFICATIONS (CONT'D)

6. STATEMENT OF BIDDER

Has the Bidder, or any officer of the Bidder or any employee of the Bidder who may have a proprietary interest in the Bid, ever been disqualified, removed, or otherwise prevented from bidding on or completing any federal, state, or local governmental project because of a violation of law or safety regulations:

YES ____ NO ____

If your answer is yes, explain the circumstances:

7. CONFIRMATION OF SITE INSPECTION

I hereby certify that my responsible representative(s) or I inspected the Project Site during the Bid period, per the requirements in the Bid Documents:

YES _____ NO _____

I declare under penalty of perjury under the laws of the State of California that the information supplied in Paragraphs 6 and 7 above is true and correct:

SIGNATURE BLOCK (*Signature Block must be completed in **ink** & changes must be **initialed**.*)

Bidder's
Signature: _____ Date: _____

Bidder's Name & Title
(Print): _____

ATTACHMENT F

BIDDER'S BOND

WHEREAS, we, _____ as Principal,

and _____ as Surety, are held and firmly bound unto the Housing Authority (herein called "Owner") in the penal sum of TEN PERCENT (10%) of the total aggregate amount of the Bid of the Principal above named, submitted by said Principal for the Work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that a Bid for certain construction specifically described as follows,

SITE LIGHTING RENOVATION PROJECT

for which Bids are to be opened on March 25, 2010, has been submitted by Principal:

NOW, THEREFORE, if the aforesaid Principal shall not withdraw said Bid 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 shall within the period specified therefore, or if no period be specified, within twenty (20) days after the prescribed forms are presented to Principal for signature, enter into a written Contract with the Owner, in the prescribed form, in accordance with the Bid as accepted, and file the two Bonds with the Owner, one to guarantee faithful Performance and the other to guarantee Payment for labor and materials, as required by law, or in the event of the withdrawal of said Bid 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 Owner the difference between the amount specified in said Bid and the amount for which Owner may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by Owner in again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

Surety for value received, hereby stipulates and agrees that no change, extension of time, alterations, or addition to the terms of the Contract on the call for Bids, or to the Work to be performed hereunder, or the specifications accompanying the same, shall in any way 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 specifications.

In the event suit is brought upon this Bond by the Owner and judgment is recovered, Surety shall pay all costs incurred by the Owner in such suit, including a reasonable attorney's fee to be fixed by the court in accordance with applicable statutory law.

BIDDER'S BOND (CONT'D)

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, 20_____.

PRINCIPAL:

SURETY:

Signature

Signature

Name

Name

Title

Title

Address

Address

NOTE TO SURETY COMPANY:

The following form of acknowledgement should be used. If any other form of acknowledgement is used, there must be submitted a certified copy of unrevoked resolution of authority for the attorney-in-fact.

SURETY COMPANY ATTORNEY-IN-FACT

STATE OF CALIFORNIA)
COUNTY OF SANTA CLARA) ss.
)

On _____, before me, the undersigned, a Notary Public _____ in _____ and _____ for _____ the _____ State, _____ personally appeared _____, known to me to be the duly authorized Attorney-in-Fact of the corporate Surety named in the within instrument, known to me to be authorized to execute that instrument on behalf of said corporation, known to me to be the person whose name is subscribed to such instrument as the Attorney-in-Fact of said corporation, and acknowledged to me that he (she) subscribed the name of said corporation thereto as Surety, and his (her) own name as Attorney-in-Fact and that said corporation executed the same.

WITNESS MY HAND AND OFFICIAL SEAL:

(SEAL)

Notary Public for the State of California.

Original Acknowledgement by Attorney-in-Fact must be attached.
Original Corporate seals of Principal and Surety must be attached.

ATTACHMENT G
SAMPLE AGREEMENT

**AGREEMENT
BETWEEN THE MORRONE GARDENS ASSOCIATES, LP
AND
(PROJECT)**

This Agreement is entered into as of March ____, 2010, between the (Owner) and (Contractor), a California corporation for construction of the (Project) at (Property).

RECITALS

- A. The Owner sought proposals for the Entrance Door Replacement Project at Owner's Villa San Pedro Apartments at 282 Danze Drive, San Jose, CA 95111.
- B. Pursuant to the Owner's request, Contractor submitted a proposal for the work.
- B. Contractor represents that Contractor has the necessary California Contractors State license for performing the work, as well as the necessary expertise, and skill to perform such work.
- C. Contractor has an in-depth understanding of the Owner's requirements.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Agreement Documents.** The documents forming the entire Agreement between Owner and Contractor shall consist of this Agreement including:

- Attachment 1 – Scope of Work/Specifications
- Attachment 2 – Compensation / Schedule of Performance
- Attachment 3 - Insurance Requirements
- Attachment 4 - Certificate of Final Acceptance
- Attachment 5 - Warranty/Guarantee Form

In the event any discrepancies or inconsistencies between the provisions of this Agreement and any of the above-referenced documents arise, the provisions of this Agreement will prevail.

This Agreement and the Attachments set forth above, contain all of the agreements, representations and understandings of the Parties hereto, and supersede and replace any previous understandings, commitments, or

agreements, whether oral or written. Any other terms or conditions included in any quotes, invoices, acknowledgements, bills of lading, or other forms utilized or exchanged by the Parties shall not be incorporated in this Agreement or be binding upon the Parties unless the Parties expressly agree in writing or unless otherwise provided for in this Agreement.

2. **Schedule of Performance.**

Contractor agrees to complete the work described in Attachment 1, according to the schedule in Attachment 2. Time is of the essence in this Agreement.

3. **Scope of Work.**

a. **Scope of Work.** Contractor agrees to perform the work set forth in the Scope of Work which is attached as Attachment 1 hereto and incorporated as though fully set forth herein (the "SOW").

b. **Equipment.** Any equipment required to perform the work as detailed in Scope of Work (Attachment 1) shall be the sole responsibility of the Contractor and is expressly included in the rates provided.

c. **Notification.** Contractor agrees to notify the Owner promptly of any factor, occurrence, or event coming to its attention that may affect Contractor's ability to meet the requirements of the Agreement, or that is likely to occasion any material delay in completion of the project contemplated by this Agreement. Such notice shall be given in the event of any loss or reassignment of key employees, threat of strike, or major equipment failure.

4. **Standards of Work.** In connection with the performance of any Work pursuant to this Agreement:

a. **Number of Employees.** Contractor warrants it will provide sufficient employees to complete the Work ordered within the applicable time frames established pursuant to this Agreement. Furthermore, Contractor shall, at its expense, supply all tools, equipment and other materials necessary to perform the Work contemplated in this Agreement.

b. **Skill of Employees.** Contractor warrants that employees shall have all appropriate training and certification needed for the Work, and have sufficient skill, knowledge, and experience to perform Work and that the Work shall be performed in a professional and workmanlike manner.

c. **Contractor's Obligations to Employees.** Contractor shall provide for and pay the compensation of employees and shall pay all taxes, contributions, and benefits (such as, but not limited to, workers' compensation

benefits) which an employer is required to pay. Owner shall not be liable to Contractor or to any employee for Contractor's failure to perform its compensation, benefit, or tax obligations. Contractor shall indemnify, defend, and hold the Owner harmless from and against all such taxes, contributions and benefits and will comply with all associated governmental regulations, including the filing of all necessary reports and returns.

d. Project Manager. Contractor will designate a project manager, who will be responsible for all communications with Owner and supervise the day to day on-site activities of Contractor.

e. Compliance with Building Code. Contractor's Work shall meet all requirements of applicable building codes, including but not limited to, federal, state and local laws. It is the responsibility of the Contractor to obtain and pay (subject to Owner reimbursement at cost) for all building permits, encroachment permits, and all other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the work. A copy of the permit must be submitted to the Owner before work can proceed.

5. Change Procedure and Authorization.

a. Changes. Any changes to this Agreement after the Effective Date that relate to (i) the deletion of Work, (ii) adding additional Work (iii) changing or modifying Work, or (iv) making other changes that materially alter the scope of this Agreement, including approval of all performance and/or payment schedules, shall be made by the Owner's Authorized Representative in accordance with the procedures set forth below.

b. Contract Change Requests. The Owner may, from time to time, and at any time during the term hereof request a change, as defined in the above section. Requests for changes shall be in writing and identified as a "Contract Change Request", and shall carry a sequential number for ease of tracking. The Contract Change Request shall set forth in detail the nature of the change requested, and shall identify the Work or Schedules to be changed.

c. Procedures. As soon as practical after receipt of the Request, the parties shall meet as necessary to discuss the change and to ascertain its cost and schedule impacts, if any.

d. Contract Change Request. If the Owner decides to implement a change request, the Owner will issue written direction, which shall describe the change, delineate the cost, schedule, and other impacts of the change and the payment terms for any price increase. Only Owner, or designee, shall have authority to direct changes, and such written direction shall be binding

on both parties hereto. In no event shall the cost of the Work, plus executed Change Orders exceed the maximum compensation in Section 6.

6. **Compensation.** The total contract price in U.S. dollars shall not exceed (words) Dollars (\$00) ("Maximum Compensation"). The terms, rate and schedule of payment are set forth in the attached Attachment 2, entitled "Compensation". Contractor will submit to Owner invoices that include a breakdown of work indicating the area where work were performed in accordance to attached Attachment 2, entitled "Compensation/Schedule." Owner will make payments to Contractor within thirty (30) days after receipt of each invoice.

7. **Taxes and Charges.** Contractor shall be responsible for payment of all taxes, fees contributions or charges applicable to the conduct of Contractor's business.

8. **Reserved**

9. **Inspections and Final Acceptance.** Contractor shall provide the Owner with a schedule indicating major milestones for the Work, and indicate dates for inspection by regulatory authorities having jurisdiction over the Work, and by the Owner's Project Manager.

Upon completion of final work, Owner's Project Manager and Contractor shall conduct a Final Acceptance Inspection (Attachment 4). When Final Acceptance occurs, the parties will memorialize this event by promptly executing a Final Acceptance Certificate for all of the work.

If, in the discretion of Owner's Project Manager, the Work does not meet the requirements of Final Acceptance as described in the Scope of Work, Contractor is required to complete work so that the same meets Final Acceptance Criteria in all material respects, at no additional expense to the Owner.

Payment for any part of the Work provided hereunder, or inspection thereof by the Owner, shall not constitute acceptance or relieve Contractor of its obligations under this Agreement. At the Owner's option, Owner may deduct the cost of incomplete or defective work from final payment made to the Contractor.

10. **Warranties.**

a. **Prime Contractor Responsibility.** Contractor understands and accepts full responsibility as the Prime Contractor for all requirements defined in this Agreement. Contractor warrants it:

- (1) Has read and agrees with the specifications contained in the Scope of Work (Attachment 1);

- (2) Fully understands the facilities, difficulties, and restrictions attending performance of the work; and
- (3) Contractor also agrees to inform the Owner of any known conditions prior to the execution of this Agreement which will materially affect performance of the work within 15 days of the execution of this Agreement and shall not proceed until written instructions are received from the Owner. Any conditions which become known to Contractor after execution of this Agreement must be communicated in writing to the Owner within five (5) calendar days of occurrence and work shall not proceed until written instructions are received from the Owner.
- (4) Contractor shall furnish a Written Guarantee (Attachment 5) covering all workmanship and materials for a period of **one year** from and after the Date of Acceptance of the Work by the Owner.

b. Inspection of the Site. Prior to submitting a price for the Work, Contractor investigated the Site and is fully aware of the conditions and difficulties that may be encountered, including the availability of labor and materials to be provided, of the character, quality and quantities of Work to be performed, and of the requirements of these Contract Documents.

c. Contractor Agreements with Owner. Neither Contractor nor any director, employee or agent of Contractor or its subcontractors or vendors shall knowingly, without prior written notification thereof to the Owner, enter into any business relationship with any employee or agent of the Owner unless such person is acting for and on behalf of the Owner.

11. Termination.

a. Termination for Convenience. Owner shall have the right to terminate this Agreement, without cause, by giving not less than ten (10) days' written notice of termination.

b. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, Owner may terminate this Agreement immediately upon Contractor's receipt of Owner's written notice.

c. **Termination Authority.** The Owner's Authorized Representative or designee is empowered to terminate this Agreement on behalf of HACSC.

d. **Consequences of Termination.** In the event of termination, Contractor shall deliver to HACSC copies of all documents, samples, and other work performed by Contractor under this Agreement, and upon receipt thereof, HACSC shall pay Contractor for work performed incurred to the date of termination.

12. **Indemnification.** The Contractor shall indemnify, defend, and hold harmless the Owner, Property Management Inc., Housing Authority of the County of Santa Clara (HACSC) its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or misconduct of personnel employed by the HACSC. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the Owner and HACSC. The Contractor shall reimburse the Owner/HACSC for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the Owner/HACSC under this Agreement.

13. **Insurance Requirements.** Without limiting the Contractor's indemnification of the HACSC, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the insurance coverage set forth in Attachment 3, entitled "Insurance Requirements", which is attached hereto and incorporated herein. Contractor shall provide the Worker's Compensation Certification, also included in Attachment 3.

14. **Waiver.** Contractor agrees that Owner's waiver of any breach or violation of any provision of this Agreement shall not be deemed to be a waiver of any other provision or a waiver of any subsequent breach or violation of the same or any other provision. Owner's acceptance of the performance of any of Contractor's work will not be a waiver of any provision of this Agreement.

15. **Independent Contractor.**

a. Contractor, in the performance of this Agreement, is an independent contractor. Contractor shall maintain complete control over all of Contractor's employees, any subcontracting subcontractors, and Contractor's operations. Neither Contractor nor any person retained by Contractor may represent, act, or purport to act as the agent, representative or employee of the Owner. Neither Contractor nor Owner is granted any right or authority to assume or create any obligation on behalf of the other.

b. Assignability. Unless specifically authorized by this Agreement, Contractor may not assign the performance of any obligation or interest under this Agreement without the prior written consent of the Owner. Any attempt by Contractor to assign this Agreement, in violation of this Section, will be voidable at Owner's sole option.

16. Compliance with Laws. Contractor shall comply with all applicable laws, ordinances, codes and regulations (collectively, "laws") of the federal, state and local governments, including without limitation, any and all laws specified elsewhere in this Agreement.

17. Conflict of Interest. Contractor shall avoid all conflict of interest or the appearance of conflict of interest in performance of this Agreement.

18. Contractor's Books and Records.

a. Custody of Project Records. Following Contractor's completion of the Agreement, or upon earlier termination, Contractor shall provide Owner with copies of any and all ledgers, books of account, invoices, vouchers, canceled checks, and other documents evidencing or relating to charges for work, or expenditures and disbursements charged to the Owner or relating to Contractor's performance under this Agreement.

b. Where Owner has reason to believe that any of Contractor's documents relating to this Agreement have not been transferred to the Owner, Owner may, by written request, require that Contractor's documents be given to the Owner and that these documents be maintained by the Owner. Owner agrees to grant access to Contractor's documents to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.

19. Subcontractors.

a. Authorized Subcontractors. Contractor may use designated subcontractors at its own discretion. Contractor shall be responsible for directing the work of the approved subcontractors and for any compensation due to subcontractors. Owner assumes no responsibility whatsoever concerning such compensation.

b. Compliance with Agreement. Contractor shall ensure that Contractor's subcontractors comply with this Agreement. At owner's request, Contractor shall require any or all of Contractor's subcontractors to sign an agreement with Contractor requiring compliance with this Agreement.

20. Governing Law. This Agreement must be construed and its performance enforced under California law.

21. **Venue**. In the event that suit is brought by either party to this Agreement, the parties agree that venue must be exclusively vested in the state courts of the County of Santa Clara, or where otherwise appropriate, exclusively in the United States District Court, Northern District of California, San Jose, California. Contractor further agrees that in the event a lawsuit involving this Agreement is filed by the Owner, Contractor will unconditionally accept the jurisdiction of a federal or state court located in Santa Clara County, California.

22. **Notices**. All notices and other communications required or permitted to be given under this Agreement must be in writing and must be personally served, or mailed, postage prepaid via U. S. mail, or sent via courier service, addressed to the respective parties as follows:

To Owner:	Owner 100 Great Oaks Blvd, Suite B San Jose, CA 95119
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To Contractor:	Contractor
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Notice will be effective on the date faxed or personally delivered, or if sent by courier service, on the date of receipt. If mailed, notice will be effective three (3) days after deposit in the mail.

The parties may change their respective addresses in accordance with the provisions of this Section.

23. **Miscellaneous**.

a. **Survival of Provisions**. If any part of this Agreement is for any reason found to be unenforceable, all other parts nevertheless remain enforceable.

b. **Headings**. The headings of the sections and exhibits of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and are not to be used in its construction.

c. **Authority**. Where this Agreement requires or permits Owner to act and no officer of the Owner is specified, the Owner's Authorized Representative has the authority to act on the Owner's behalf. The Owner's Authorized Representative is Jacque Hansen, Vice President.

d. Project Manager. Owner's Project Manager shall be Scott Schnell, and shall be responsible for day to day administration of this Contract.

WITNESS THE EXECUTION HEREOF on the day and year first hereinabove written.

Managing General Partner

Contractor

Jacque Hansen
Vice President
Date:

Print Name
Title
Contractor License No.:
Date:

ATTACHMENT H INSURANCE REQUIREMENTS

Indemnity

Contractor shall indemnify, defend, and hold harmless the Villa Garcia Inc, (Owner), its officers, and agents from claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-Contractor, excepting loss, injury or damage caused by the negligence or misconduct of personnel employed by the Owner to the maximum extent allowed under Civil Code Section 2782.8. Contractor shall reimburse the Owner for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the Owner under this Agreement.

Insurance

Without limiting Contractor indemnification of the Owner, Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverage and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, a certified copy of the policy or policies shall be provided by the Contractor upon request.

This verification of coverage shall be sent to the requesting Owner department, unless otherwise directed. Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the Owner. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverage, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the Owner Insurance Manager.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified Owner insurance requirements without 30 days' prior

written notice of such cancellation or change being delivered to the Owner or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
 - a. Each occurrence - \$1,000,000
 - b. General aggregate- \$2,000,000
 - c. Personal Injury - \$1,000,000
2. General liability coverage shall include:
 - a. Premises and Operations
 - b. Personal Injury liability
 - c. Severability of interest
3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the Owner:

Additional Insured Endorsement, which shall read:

Housing Authority of the County of Santa Clara, Property Management Inc, HACSC and officers, agents and employees, individually and collectively, as additional insured's."

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the Owner, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.

4. Automobile Liability Insurance
For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to hired vehicles.
5. Workers' Compensation and Employer's Liability Insurance
 - a. Statutory California Workers' Compensation coverage including broad form all-states coverage.

- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.
- 6. Professional Errors and Omissions Liability Insurance (if applicable)
 - a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
 - b. If coverage contains a deductible or self-retention, it shall not be greater than fifty thousand dollars (\$50,000) per occurrence/event.
 - c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

7. Claims Made Coverage

If coverage is written on a claim made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the Contractor's start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions

The following provisions shall apply to this Agreement:

- 1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by Owner or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.
- 2. Owner acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Any self-insurance shall be approved in writing by Owner upon satisfactory evidence of financial capacity. Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.

3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractor under its own policies.
4. Owner reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

If you have any questions regarding insurance requirements please contact:

Ridvana Perdue
Risk Control Manager
Housing Authority of the County of Santa Clara
Email: ridvanap@hacsc.org
Tel (408) 361-4631

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.consumer.gov/idtheft or 1-877-IDTHEFT(438-4338).

Visit the IRS website at www.irs.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.