



SMUD

SACRAMENTO MUNICIPAL UTILITY DISTRICT
The Power To Do More.SM

P.O. Box 15830, Sacramento, CA 95852-1830; 1-888-742-SMUD (7683)

Prepared By

SUPPLY CHAIN SERVICES

* * *

REQUEST FOR PROPOSAL, INSTRUCTIONS TO PROPOSERS,
PROPOSAL FORMS, CONTRACT FORMS, AND
SCOPE OF SERVICES

REQUEST FOR PROPOSAL NO. 080055JS
AUDIOVISUAL SUPPORT SERVICES

* * *

PRE PROPOSAL CONFERENCE

Tuesday

March 4, 2008

11:00 A.M.

* * *

Proposals are due at **5:00 P. M.**, Local Time, **Tuesday, March 18, 2008**, in the Supply Chain Services Office at 6201 S Street, Sacramento, California

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1. REQUEST FOR PROPOSALS

NO. 080055JS

The Sacramento Municipal Utility District, hereinafter referred to as the District, is soliciting proposals for a qualified Contractor to provide **AUDIOVISUAL SUPPORT SERVICES** to various District training and conference room locations within the Sacramento Area, when requested by the Facilities Management Office. The District intends to award one contract for not to exceed \$500,000. Services are needed from approximately April 1, 2008 through March 31, 2011.

This Request for Proposal provides instructions to contractors for submitting proposals and establishes terms and conditions under which the District will contract for such services.

Proposals responding to this Request for Proposal will be due at **5:00 P. M.**, Local Time, Tuesday, **March 18, 2008** in the Supply Chain Services Office at the District at 6201 S Street, Sacramento, California.

All proposals must strictly conform to the requirements described in this Request for Proposal.

PROPOSERS SHALL PAY PARTICULAR ATTENTION TO THE FOLLOWING REQUIREMENTS:

ENVIRONMENTAL PROCUREMENT:

The District has adopted an Environmental Protection Policy in which it commits to environmental stewardship, the conservation of natural resources, reductions in the use of hazardous substances, reductions in mobile sources of NOx emissions, and recycling and responsible disposal. The District will promote environmental procurement practices that will minimize environmental impacts, conserve natural resources, and reward environmentally conscious manufacturers and contractors, while remaining fiscally responsive. To further its policy the District will favor environmentally preferable procurements when price, quality and availability are equal. To this end, the District will endeavor to reward environmentally conscious manufacturers, suppliers and contractors with contracting opportunities that address these policy goals in addition to providing the District and its customer-owners fiscally responsible procurement options.

SUPPLIER EDUCATION & ECONOMIC DEVELOPMENT (SEED) PROGRAM:

The District is committed to achieving full and equal contracting opportunities for ratepayers doing business with the District and has adopted the program described in this solicitation to help fulfill that commitment.

SAFETY PROGRAM REQUIREMENT:

The personal safety and health of the general public, District employees, and Contractor employees is of paramount importance. Included within this specification are safety instructions that have been prepared to aid a Contractor or Contractor's employees to comply with the safety requirements and regulations which are necessary to avoid personal injury to the general public, District employees, and Contractor employees and to prevent damage to District buildings, equipment or materials while performing this contract.

PREVAILING WAGE REQUIREMENT:

Any contractor undertaking any public work, and any subcontractor under him, shall pay not less than the general prevailing rate of wages and the general prevailing rate for holiday and overtime work, in the locality in which the public work is to be performed, for each craft, classification, or type of workman needed to perform the public work. The prevailing rates of wages shall be as determined by the Director of the Department of Industrial Relations of the State of California. The established rates are available in the Supply Chain Services Office of the District. The Department of Industrial Relations also makes these rates available on the *Internet* at <http://www.dir.ca.gov/dlsr/#PWD>.

SACRAMENTO MUNICIPAL UTILITY DISTRICT

By: // Signed //

Name: Johnny Smothers

Title: Senior Procurement Professional

Date: February 21, 2008

2. SCOPE OF SERVICES

2.1. GENERAL

This solicitation is to obtain a qualified Contractor to provide and install new audiovisual equipment in the District's conference and training rooms and provide equipment maintenance. Services are needed to start approximately April 1, 2008 and run through March 31, 2011. The District intends to award one contract for not to exceed \$500,000.

The Sacramento Municipal Utility District (the District) is a publicly owned utility providing electrical power services to the greater Sacramento area. The majority of the District's office labor force, work at the District-owned facilities that are located on S street in Sacramento, California.

The S Street site contains three office buildings, which includes the Headquarters Building, Customer Services Center and the Energy Management Center. The 59th Street site includes; the Distribution Services, Warehouse, Garage, Tool Issue, and Shops buildings. The Folsom Boulevard Street site contains the Field Reporting Facility.

All buildings contain training / conference spaces with various audiovisual systems, configurations and degree of conference/viewing capabilities. Each conference space is unique and in need of maintenance/repair. Standardization of equipment within the conference spaces and an implemented maintenance program is a District's long-range goal.

The District in total has approximately 26 training and conference rooms with various conference audiovisual equipment set-ups.

2.2. SCOPE OF SERVICES

The Contractor shall furnish all supervision, craft labor, materials, equipment and incidentals necessary to perform the services as outlined below.

The Contractor is to provide services to maintain, upgrade existing equipment, design and install audio visual/presentation systems throughout the District's training and conference spaces. The services shall include, but not necessarily be limited to the following:

- a) Maintain and repair existing audiovisual equipment. on an as needed basis, equipment varies in type and manufacture in the various conference space locations.
- b) Maintenance shall be provided on short notice typically within 24 hours to replace lamps or adjust system to bring back into proper working order.
- c) Contractor shall provide system programming adjustments, on an as needed basis, within 24 hours or same day service.
- d) Replace and upgrade existing presentation systems, on an as needed basis, including all audio and visual equipment

- e) Provide engineering technical support/services to specify, design and develop the necessary documentation for the procurement and installation of audiovisual systems in existing and future District conference spaces.
- f) Contractor shall also provide and install audiovisual equipment in conference spaces so designated by District personnel.
- g) Contractor shall provide training on newly installed systems and as needed on existing audiovisual system(s).
- h) Develop and assist District personnel in developing and implementing a maintenance program including the development of the necessary procedures to ensure all conference audiovisual systems are properly maintained and in good working condition
- i) Presently the District has approximately twenty-six (26) training or conference rooms that have audio/visual equipment. They are as follows:
 - a. HQ Auditorium
 - b. HQ HCC Room
 - c. HQ GMO Conference Room
 - d. HQ Second Floor Computer Training Rooms – includes future conference spaces
 - e. CSC Rubicon Room
 - f. CSC Lighting Classroom – Whiterock Room
 - g. CSC NW Contact Center Training Room
 - h. CSC Timberline Conference Room
 - i. DS Building First Floor Conference Room
 - j. FRF Computer Training Rooms A & B
 - k. FRF Training Rooms C, D, E & F
 - l. 59th SDIT Training Trailer A & B
 - m. 59th Street 4-Wide Trailer.
 - n. Tool Issue Bldg. Training Rooms A, B & C
 - o. Hedge Training, plus future conference spaces
 - p. Rancho Seco – BARCO System
 - q. Energy Management Center BARCO System
 - r. Energy Management Center PSO, DSO Systems
 - s. Energy Management Center 2nd Floor Conference Room

2.3. CONTRACTOR'S LICENSE

In accordance with Public Contract Code Section 3300 and Business and Professional Code Section 7059, the District has determined that all Proposers must possess a current California Contractor's License in one of the following class:

C-07 Low Voltage Systems / Communications

If the Proposer is a specialty Contractor, the majority of the work must fall within the specialty classification and all work to be performed outside of the licensed specialty must be performed by appropriately licensed subcontractors.

All subcontractors employed by the Contractor must have a current license in the specialty for the work being done, and are limited to performing only work for which licensed. See Section 6.9 Designation of Prime Contractors, Subcontractors and Suppliers, for subcontractor listing requirements.

2.4. COMMENCEMENT, COMPLETION TIME

The Contractor shall commence with diligence to complete the work in accordance with the Contract upon issuance of a written Notice To Proceed. A Notice to Proceed will be issued at the earliest practical date after execution of the contract documents. This is a Task Order Contract and a Task Order will be issued by the District prior to any work being performed.

2.5. TERM OF AGREEMENT

The term of this agreement is anticipated to be from on approximately April 1, 2008 through March 31, 2011. The actual dates will be established in the contract when awarded and shall remain in effect unless changed by mutual written agreement of the contracting parties. The District prepares its annual budget on a calendar year basis. The budget is subject to the approval of the District's Board of Directors. This Contract shall be for a three-year period, subject to approval by the District's Board of Directors of the corresponding annual budget, unless otherwise mutually agreed upon in writing.

The Contract shall terminate upon completion of the last job ordered by the District prior to the contract ending date, or when the total amount of compensation due the Contractor is between 90% and 100% of the contract amount. The last job ordered may extend beyond June 30, 2007 for completion of the work.

2.6. COST INCREASES BEFORE COMPLETION

Any increase in labor rates, material costs, or equipment rates as may occur from the proposal opening date up until the end of the contract period shall be considered included in the proposal prices, and no adjustment in payment will be made to the Contractor.

2.7. HOURS OF WORK

The normal hours of work shall be 8:00 a.m. to 5:00 p.m. Monday through Friday. The District may require work during hours or on days other than normal. The District's representative will notify the Contractor of nonstandard schedule requirements during the initial project contact.

2.8. SAFETY OF PERSONNEL

The Contractor has the responsibility for compliance with safety and health standards of the California Occupational Safety and Health Act, and all applicable rules, regulations and orders.

The Contractor shall conduct a jobsite safety briefing with all employees prior to the initial commencement of each project, and then daily during the performance of the job. Additionally, drivers of all material delivery trucks, equipment operators, and all others shall be thoroughly briefed by the Contractor on the hazards and safety requirements before entering the jobsite.

The Contractor shall provide the Field Representative of the Contract Manager with a statement, signed by each person involved in the work, that a safety briefing has been given and that they are aware of the hazards and safety precautions required for working in the vicinity of operating machinery and energized electric equipment. The Contractor may use the SAFETY FORM included herein.

It is the Contractor's responsibility to ascertain the location and to be fully aware of the proximity of his work to energized electrical facilities or other hazards.

Refer to Sections 31 through 34 of the CRAFT SERVICES CONTRACT for additional safety requirements.

SAFETY FORM (SAMPLE)

This form shall be completed for every employee before starting to work on the project and shall be given to the SMUD Field Representative of the Contract Manager.

Dated: _____

TO: SACRAMENTO MUNICIPAL UTILITY DISTRICT

ATTN: _____, M.S. _____

P.O. BOX 15830

SACRAMENTO CA 95852-1830

PROJECT: _____

CONTRACT NO.: _____

FROM:

General Contractor

Address

Sub-Contractor

Address

Vendor

Address

WE, THE UNDERSIGNED EMPLOYEES, have been briefed on the hazards and safety precautions required for working in the vicinity of operating machinery and energized electrical equipment.

BRIEFED BY: _____

Name

Title

Name of Employee (print)

Signature of Employee

Name of Employee (print)

Signature of Employee

Name of Employee (print)

Signature of Employee

Name of Employee (print)

Signature of Employee

Name of Employee (print)

Signature of Employee

2.9. UTILITIES FOR CONSTRUCTION

The District will not provide electrical power, telephone hookup, sanitary facilities or water. The Contractor is responsible to provide all necessary temporary utilities to complete the work. All of the Contractor's temporary utility facilities shall conform to all applicable codes, laws, ordinances and regulations.

2.10. LEGAL ADDRESSES

All notices, letters, and other communication to the Contractor will be mailed or delivered to the Contractor's designated representative, or to the Contractor's business address listed in the proposal, or to the Contractor's office at the jobsite, with delivery to any of these locations being deemed as delivery to the Contractor. The address of the Contract Manager included herein is hereby designated as the place to which all notices, letters, and other communication to the District shall be mailed or delivered. Either party may change his address at any time by providing written notification to the other party.

All notices, letters, and other communications directed to the District shall be addressed and delivered to the District's Contract Manager:

Sacramento Municipal Utility District
Attn.: Judy Coddington, M.S. B201
P.O. Box 15830
Sacramento, CA 95852-1830

Copies of all notices, letters and other communications directed to the District shall be mailed under separate cover to the District's Contract Administrator:

Sacramento Municipal Utility District
Attn.: Johnny Smothers, M.S. B204
P.O. Box 15830
Sacramento, CA 95819-4628

All invoices shall be mailed to:

Sacramento Municipal Utility District
Attn.: Accounting Department, M.S. B201
P.O. Box 15830
Sacramento, CA 95852-1830

2.11. COORDINATION OF SERVICES AND TASK RELEASE LETTERS

The District's Contract Manager for this contract will be Judy Coddington. The Contract Manager will be the primary contact between the District and the Contractor. In addition,

the District will issue a Task Release Letter to request the services under this contract. Each Task Release Letter will commit an established amount of work to be performed in accordance with the contract requirements for a not to exceed amount. The Contractor will be required to provide bonding for each Task Release (or he may elect to bond the entire contract). A Task Release Letter may be issued for one or several Conference / Training Rooms. The District does not intend to issue any single Task Release Letter for more than \$50,000. All services will be performed on a Time and Materials basis and billed in accordance with the Rates in the Cost Estimate section of the Contractor's proposal.

3. INSTRUCTIONS TO PROPOSERS

3.1. TIME AND MANNER OF SUBMISSION

One (1) copy of the Proposal shall be submitted to and received by the District's Supply Chain Services office no later than **5:00 P. M.**, Local Time, **Tuesday, March 18, 2008**

Proposals must be enclosed in a sealed envelope and addressed as follows:

By Mail:

Sacramento Municipal Utility District
Supply Chain Services Office:
Attention: Johnny Smothers (MS B204)
Request for Proposal No. **080055JS**
PO Box 15830
6201 S Street
Sacramento, CA 95852-1830

By Overnight/Hand Delivery:

Sacramento Municipal Utility District
Supply Chain Services Office
Attention: Johnny Smothers (MS B204)
Request for Proposal No. **080055JS**
6201 S Street
Sacramento, CA 95817-1899

The proposal-mailing envelope must be clearly marked as a proposal responding to District Request for Proposal No. **080055JS; ATTENTION: Johnny Smothers**. The envelope shall also show the Contractor's name and address.

Each proposal shall give the full business address of the Proposer and shall be signed by an authorized official of the company. The name of each person signing the proposal shall be typed or printed below the signature. When requested by the District, satisfactory evidence of the authority of the person signing on behalf of the Proposer shall be furnished.

Proposals shall cover the entire scope of the Request for Proposals, shall be printed one-sided 8-1/2 X 11" size and easily removable from any binding -- E.G. no glued or spiral binding.

All proposals submitted become the property of the District.

3.2. EXPLANATIONS TO PROPOSERS

Should the Proposer find discrepancies in or omissions from this document, or should the intent or meaning appear to the Proposer to be obscure or ambiguous, the Proposer should immediately send the District a written request for interpretation, clarification or correction thereof before submitting a proposal. The Proposer making such a request will be solely responsible for the timely receipt of the written request by the District. Replies to such inquiries will be made only in the form of addenda to this Request for Proposal, and will be issued simultaneously to all business firms or persons who have obtained a copy of the Request for Proposal from the District. Verbal requests for information during the period of proposal preparation are acceptable if made sufficiently in advance of the proposal opening date to allow issuance of an addendum to the Request for Proposal. Direct all communications regarding questions on this Request for Proposal prior to the due date to the following, as appropriate:

Contact	CONTRACTUAL	TECHNICAL	SUPPLIER DIVERSITY
Contact Name	Johnny Smothers	Judy Coddington	Nicole Howard
Phone number	(916) 732-5617	(916) 732-6294	(916) 732-5981
FAX number	(916) 732-5601	(916) 732-5601	(916) 732-5601

The District will not be bound by any oral interpretation of the Request for Proposal, which may be made by any of its representatives or employees, unless such interpretations are subsequently issued in the form of an addendum to this Request for Proposal.

3.3. WITHDRAWAL OR MODIFICATION OF PROPOSALS

Proposals may be modified or withdrawn only by a written or telecopy request received by the District prior to the Request for Proposal due date.

3.4. REVISIONS AND SUPPLEMENTS

3.4.1 Addenda: If it becomes necessary to revise or supplement any part of this Request for Proposal an addendum will be provided.

3.4.2 Acknowledgment of Addenda: Receipt of an addendum to this Request for Proposal by a Proposer must be acknowledged by signing and submitting the addendum signature sheet as part of the Proposer’s Proposal.

3.5. SITE INSPECTION AND CONDITIONS

In addition to examination of this Request for Proposal, each Proposer shall make whatever other arrangements are necessary to become fully informed regarding all existing and expected conditions and matters which, during the contract time period, could affect in any way, the work, performance of work, or the cost thereof. Any failure to fully investigate the work site or the foregoing conditions shall not relieve the Proposer from responsibilities for properly estimating the difficulty or cost of successfully performing the work. The District assumes no responsibility for any representation made by its representatives or agents, during or prior to the execution of a contract pursuant to this Request for Proposal, unless such information is in writing in the form of an addendum to this Request for Proposal.

3.6. PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference is scheduled for **11:00 A.M. Tuesday, March 4, 2008** at the District's [Supply Chain Services’ Office located at 6201 S Street, Sacramento, California.](#)

It is strongly recommended that all Proposers attend this conference to ensure a complete understanding of the details of this Request for Proposal.

To find the conference registration link on our website, follow these steps:

- Visit www.bids.smud.org

- Logon
- Click “Browse and View Solicitations”
- Click “Search For Solicitations”
- Use the search tools to find your solicitation.
- Click the solicitation’s link.
- Click the “Register to attend” button.

3.7. PROPOSAL EVALUATION AND SELECTION PROCESS

The proposals submitted in response to this solicitation shall be evaluated for award based on the criteria described in the Proposal Evaluation Criteria section of this Request for Proposal.

The District may request additional information from any or all Proposers after the initial evaluation of the proposals to clarify terms and conditions.

Based on the District's review of the proposals received, a short listed group of Proposers may be selected. The short listed firms may be required to make verbal presentations of their qualification to the District. If a presentation is determined to be required, the presentation will be considered in the overall technical rating.

The contract will be awarded to the best-qualified Proposer, after price and other factors have been considered, provided that the proposal is reasonable and is in the best interests of the District to accept it.

The right is reserved, as the interest of the District may require, to reject any or all proposals and to waive any irregularity in the proposals received.

The District will furnish all Proposers a written Notice of Proposed Contract Award after evaluating all proposals. After receipt of such Notice of Proposed Contract Award, any unsuccessful Proposers may request the reason(s) their proposal was not selected. In the event a Proposer elects to protest the District’s selection, the protest must be submitted in writing to the District’s Manager, Supply Chain, within five (5) business days of the Notice of Proposed Contract Award. The District’s Contract Award and Protest Policy is available upon written request to the Supply Chain Services Department.

Within fourteen (14) calendar days after notice of award, the successful Proposer shall deliver to the District the required insurance certificates and the signed copies of the contract. The contract forms will be forwarded to the Proposer with the award notification. The District will not issue the Notice to Proceed until the District has received all the above-required documents.

3.8. NON EXCLUSIVE AGREEMENT

This Request for Proposal does NOT establish an exclusive arrangement between the District and the Proposer. The District reserves, among others, the following rights:

- The right to use others to perform work and services described in this Request for Proposal.
- The right to request proposals from other contractors for work described in the Request for Proposal without requesting a proposal from the Contractor.

- The unrestricted right to bid any work or services described herein.

3.9. DURATION OF CONTRACT

This contract shall be for approximately a three year period, subject to approval by the District's Board of Directors of the corresponding annual budget, unless otherwise mutually agreed upon in writing.

The District prepares its Annual Budget on a calendar year basis. The Budget is subject to the approval of the District's Board of Directors. The **2009** Calendar year Budget will be presented to the Board of Directors for approval in December, **2008**. The **2010** and subsequent calendar year budget(s) are anticipated to be presented to the Board of Directors for approval in December preceding the budget year.

3.10. QUALIFICATIONS OF PROPOSERS

The District expressly reserves the right to reject any proposal if it determines that the business and technical organization, equipment, financial and other resources, or experience of the Proposer, compared to the work proposed justifies such rejection.

Proposers must be licensed under Chapter 9 of Division 3 of the Business and Professions Code of the State of California.

3.11. PROPOSAL PREPARATION COSTS

The costs of developing proposals are entirely the responsibility of the Proposer and shall not be charged in any manner to the District.

3.12. ALTERNATE PROPOSALS

Proposals shall meet the requirements and conform to the format described in the Proposal Requirements section of this Request for Proposal. However, Proposers are encouraged to submit alternate proposals in addition to the base proposal, when they consider the alternative to be technically better or more cost effective. The alternate proposal should be submitted as an amendment to the base proposal package.

3.13. CONFLICTS

If conflicts exist between the contract and the other elements of this Request for Proposal, the contract prevails. If conflict exists within the contract itself, the Terms and Conditions govern, followed by Scope of Services. If conflict exists between the contract and applicable Federal or State law, rule, regulation, order, or code; the law, rule, regulation, order or code shall control. Varying levels of control between the Terms and Conditions, drawings and documents, laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement(s) shall control.

3.14. BID SCHEDULE

The Proposer shall be reimbursed for work performed under the contract in accordance with the items described in the [Bid Schedule](#) section of this Request for Proposal.

3.15. MANNER AND TIME OF PAYMENT

Billing shall be submitted in accordance with the BID SCHEDULE section of this Request For Proposal. In addition to a monthly invoice, Proposer will be required to submit (concurrently) a project status report describing the current status of each task, an updated schedule, and major project issues.

3.16. SUBCONTRACTORS

The Proposers must describe in their proposals the areas that they anticipate subcontracting to specialty firms. Identify the firms and describe how Proposer will manage these subcontracts. The firms shall be listed on the [Designation of Prime, Subcontractors, and Suppliers form](#), which is included in the Proposal forms section of this Request For Proposal.

Pursuant to Sections 4100-4114, inclusive, of the California Public Contract Code, each Proposer must submit a list showing the names and location of places of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one half of one percent of the prime contractor's total proposal, together with a statement of the portion of the work to be done by each subcontractor. If no subcontractors are to be used, except within the one half of one percent (0.5%) limit set forth, the Proposer shall so state. The District may disqualify any Proposer who fails to comply with this instruction.

3.17. FRANCHISE TAX FORM 590

The Proposer to whom the contract award is made shall furnish the District with a completed State of [California Franchise Tax Form 590](#). A blank Form 590 will be provided with the contract documents.

3.18. NOTICE RELATED TO PROPRIETARY/CONFIDENTIAL DATA

Proposers are advised that the California Public Records Act (the "Act", Government Code §§ 6250 et seq.) provides that any person may inspect or be provided a copy of any identifiable public record or document that is not exempted from disclosure by the express provisions of the

Act. Each Proposer shall clearly identify any information within its submission that it intends to ask the District to withhold as exempt under the Act. Any information contained in a Proposer's submission which the Proposer believes qualifies for exemption from public disclosure as "proprietary" or "confidential" must be identified as such at the time of first submission of the Proposer's response to this RFP. A failure to identify information contained in a Proposer's submission to this RFP as "proprietary" or "confidential" shall constitute a waiver of Proposer's right to object to the release of such information upon request under the Act. The District favors full and open disclosure of all such records. The District will not expend public funds defending claims for access to, inspection of, or to be provided copies of any such records. Along with each Proposer's response to this RFP, each Proposer is required to submit a signed indemnity agreement, included with its response to this RFP, whereby Proposer shall agree to indemnify and defend the District on terms stated therein against all claims or actions brought against it to seek access to or compel disclosure of any records or documents in the District's possession which were submitted to the District by any Proposer pursuant to this RFP. The indemnity agreement each Proposer will be required to sign and submit along with its response to this RFP is included in the "Proposal Requirements" section of this RFP. [#PublicRecordIndemnityAgreement](#)

3.19. CONTRACT

The District's standard contract is included in the Sample Contract section of this Request for Proposal. The District may reject proposals that contain exceptions to the Terms and Conditions included in the sample contract.

3.20. SUPPLIER EDUCATION & ECONOMIC DEVELOPMENT (SEED) PROGRAM

3.20.1 POLICY STATEMENT

The Sacramento Municipal Utility District (the District) is committed to achieving full and equal contracting opportunity for ratepayers doing business with the District. The District recognizes the economic benefit provided by its contracting activity and has adopted this policy to promote the economic development of its ratepayer businesses. This program will provide direct economic benefit to the District's customer-owners, and will complement other District economic development programs.

3.20.2 REQUIREMENTS AND PROGRAM ELEMENTS

A description of the District's Supplier Education & Economic Development Program is included in this Request for Proposal. Proposers must comply with all the requirements specified in the program description and complete the form titled, "[Designation of Prime Contractor, Subcontractors and Suppliers](#)".

3.21. ENVIRONMENTAL PROCUREMENT

The District has adopted an Environmental Protection Policy in which it commits to environmental stewardship, the conservation of natural resources, reductions in the use of hazardous substances, reductions in mobile sources of NOx emissions, and recycling and

responsible disposal. The District will promote environmental procurement practices that will minimize environmental impacts, conserve natural resources, and reward environmentally conscious manufacturers and contractors, while remaining fiscally responsive. To further its policy the District will favor environmentally preferable procurements when price, quality and availability are equal. To this end, the District will endeavor to reward environmentally conscious manufacturers, suppliers and contractors with contracting opportunities that address these policy goals in addition to providing the District and its customer-owners fiscally responsible procurement options.

3.22. SAFETY PROGRAM

All Proposers shall execute and submit with their Proposal the form titled, "[Safety Compliance Certificate](#)". Submittal of this completed form will certify that the Proposer has:

- 3.22.1 An effective Injury and Illness Prevention Program, which meets the requirements of all applicable laws and regulations, including but not limited to, California Labor Code Section 6401.7;
- 3.22.2 A written Code of Safe Practices, which relates to the Proposer's operation in accordance with Title 8, California Code of Regulations (CCR) Section 1509, (Construction Safety Orders);
- 3.22.3 A written plan for employee Emergency Medical Services in accordance with Title 8, California Code of Regulations, (CCR) Section 1512 (Construction Safety Orders); and,
- 3.22.4 Proposer agrees that it is fully responsible for the acts and omissions of its subcontractors and all persons either directly or indirectly employed by Proposer.

Such certification shall be made by the person with the authority and responsibility for implementing and administering Proposer's Injury and Illness Prevention Program.

3.23. BONDS

All bonds signed by other than officers of the surety company must be accompanied by power of attorney certificates.

The insurers offering such surety bonds must be authorized to transact Surety insurance in the State of California as evidenced by approval of the State of California Department of Insurance.

The bid must be accompanied by a Bid Bond in an amount equal to 10% of the estimated maximum cumulative dollar amount of Task Releases that will be open at any one time under the terms of the contract, **ON THE FORM PROVIDED BY THE DISTRICT**, executed as surety by a corporation authorized to transact Surety insurance in the State of California as evidenced by approval of the State of California Department of Insurance or a Certified or Cashier's Check, in an amount equal to ten percent of the proposal.

Performance Bond

The Bidder(s) to whom the contract is awarded shall provide a Performance Bond (or Letter of Credit) for 100% of the amount of each Task Release that is issued in accordance with the terms of the contract, **ON THE FORM PROVIDED BY THE DISTRICT**, executed as surety by a corporation authorized to transact Surety insurance in the State of California as evidenced by approval of the State of California Department of Insurance.

Payment Bond

The Bidder(s) to whom the contract is awarded shall provide a Payment Bond for 100% of the amount of each Task Release that is issued in accordance with the terms of the contract, **ON THE FORM PROVIDED BY THE DISTRICT**, executed as surety by a corporation authorized to transact Surety insurance in the State of California as evidenced by approval of the State of California Department of Insurance.

Cumulative Task Releases

“The District estimates that the cumulative dollar amount of Task Releases that will be open at any one time under the terms of this agreement will not exceed \$100,000 (One Hundred Thousand) dollars.”

4. SUPPLIER EDUCATION & ECONOMIC DEVELOPMENT (SEED) PROGRAM

4.1. INTRODUCTION

The Sacramento Municipal Utility District (the District) is committed to achieving full and equal contracting opportunity for ratepayers doing business with the District. The District recognizes the economic benefit provided by its contracting activity and has adopted this policy to promote the economic development of its ratepayer businesses. This program will provide direct economic benefit to the District's customer-owners, and will complement other District economic development programs.

4.2. OVERVIEW

The District's SEED Program creates contracting opportunities for local small businesses. To qualify, a business must be certified as a Small Business or Microbusiness by the state Department of General Services (DGS) and must be a SMUD ratepayer for the past six months at the DGS certification address of record. Additional features are described below.

4.3. PROGRAM GOALS AND INCENTIVES

The District promotes a goal of 20% SEED participation in District contracts. To achieve this, the District has established the following program incentives:

- 4.3.1 SEED Price Advantage- SEED qualified bidders will receive a price advantage which is 5% of the lowest responsible bid as determined by the District. This amount will be subtracted from all SEED qualified bids for evaluation purposes. The maximum SEED price advantage is \$250,000, which is 5% of a bid of \$5 Million.
- 4.3.2 RFP SEED Evaluation Points-(if applicable) Request for Proposal (RFP) solicitations are evaluated using published criteria and are evaluated on a 100 point scale. Ten evaluation points are awarded to SEED qualified prime Proposers. Non- SEED prime Proposers may earn up to 10 evaluation points for proposing 20% or more SEED subcontracting. Proposals with less than 20% SEED subcontracting will be awarded a pro-rata share of these points for the percentage of proposed SEED subcontracting.
- 4.3.3 SEED Subcontracting- Non- SEED bidders may participate in the SEED program by subcontracting with SEED vendors. The District currently promotes a goal of 20% SEED subcontracting.
- 4.3.4 Non- SEED bidders proposing less than 20% SEED subcontracting will receive a price advantage of 5% of the total value of all its SEED subcontracting bids. This advantage is

capped at \$250,000 but will not exceed the calculated price advantage available to SEED primes if it is less.

- 4.3.5 Non-SEED bidders proposing 20% SEED subcontracting or more will receive the full calculated price advantage available to SEED prime bidders.
- 4.3.6 To receive SEED subcontracting credit, non-SEED bidders and Proposers must submit the District's "Designation of Prime, Subcontractors and Suppliers Form" (see forms in Section 3) and must list the SEED subcontractors they propose to utilize. In addition, prime bidders and Proposers are responsible for completing a SEED Program Qualification form for each SEED-qualified vendor listed.
- 4.3.7 "Subcontractor" refers to firms named in a proposal and listed on the "Designation of Prime, Subcontractors and Suppliers Form", who will perform specific tasks of the contracted work. For District construction contracts the definition of Subcontractor as prescribed by the Public Contract Code shall apply. For all other District contracts, a Subcontractor is defined as an individual or firm providing supplies or services to the Proposer, which are specific to a District solicitation, and provided under a separate contract agreement with the Proposer and having no employment relationship with the Proposer. As such, payments made by the Proposer to subcontractor individuals must not be subject to payroll withholding taxes. SEED subcontractors must fulfill a commercially useful function. Business arrangements where SEED subcontractors do not add substantial, identifiable value to the deliverable product or service are not acceptable.
- 4.3.8 In consideration of the price and evaluation points provided for SEED subcontracting, the Proposer, upon contract award, will be legally obligated to subcontract with all firms listed on the "Designation of Prime, Subcontractors and Suppliers" form in the proposal. The District, at its option, will monitor the utilization of subcontractors as declared by the prime contractor in its proposal.
- 4.3.9 Substitution of any subcontractor requires prior written approval from the District. If the winning bidder or Proposer received SEED subcontractor price advantage(s) or evaluation points, the District, at its option, may require the Proposer to replace the rejected SEED subcontractor with another qualified SEED subcontractor.

4.4. SEED PROGRAM QUALIFICATION

- 4.4.1 Vendors must meet both of the following qualifications to participate in the SEED Program:
- 4.4.2 Certification- the California Department of General Services (DGS), Office of Small Business and DVBE certification must certify the vendor as a Small Business or Microbusiness. This is the only certification accepted by the District. Vendors must be

certified by the bid-opening date (IFBs) or proposal due date (RFPs) as applicable, to qualify for the SEED Program.

- 4.4.3 Ratepayer Qualification- the vendor must qualify as a SMUD ratepayer for the preceding 6 months prior to the bid or proposal due date. This will be based on the physical address of the business as recorded by the Department of General Services in its Small Business certification record. As a general rule this will be the address shown on the DGS Small Business certificate. The District will make a qualification determination where the address shown on the Small Business certificate is a post office box, other mail receiving only address or a leased facility where utilities are included in the lease agreement.

4.5. CONTRACT COMPLIANCE

The District may conduct post-award monitoring of any contract, which includes SEED participation. Contractors are required to maintain certified payroll reports by the contractor and all subcontractors, regardless of contract amount. The District may require the contractor to provide other related documentation to verify SEED participation equal to or greater than the participation levels stated at the time of award.

4.6. FALSIFICATION OF INFORMATION

Falsification of information on the forms required by this solicitation may cause the District to cancel any existing contracts with the Proposer/vendor and may disqualify the vendor from contracting with the District in the future.

A firm claiming SEED/ratepayer status under false pretenses will be disqualified from doing business with the District for a period of not less than one year and not more than five years unless the District's General Manager determines that the offending firm should be permanently barred from bidding on a District contract. False pretenses include designating SEED subcontractors for scopes of work that they will not fully perform, using SEED firms as a "pass-through" to inflate actual participation, or any other action that subverts the District's intended benefits to SEED participation. The District may seek all legal remedies available under the law against such Proposers.

4.7. ADDITIONAL INFORMATION

The District's Supplier Diversity Unit is responsible for the administration of the SEED Program. The Supplier Diversity Unit is available during regular District business hours, to provide all SEED Program participants with additional information resources to encourage participation in the SEED Program. The Supplier Diversity Unit can be contacted by telephone at (916) 732-5604. In addition, the District publishes current procurement opportunities and program information on its Internet website at www.bids.SMUD.org.

5. PROPOSAL EVALUATION CRITERIA

PROPOSAL EVALUATION CRITERIA: The proposals submitted in response to this Request for Proposals shall be evaluated for award based on the following criteria and weighting. If applicable the price will be adjusted for evaluation purposes in accordance with the SEED Program price advantages described in Section 4 of this document.

Item	Criteria Description	Weighting
1.	SEED Program Evaluation Points	10%
2.	Proposer's Experience and Qualifications	20%
3.	Proposer's Project Manager's Experience and Qualifications	10%
4.	Technical Approach.	10%
5.	Commercial Terms (Price)*and Compliance with District Contractual Terms**	50%
	Total	100%

Note:* In the event it is evident that the prices proposed are unbalanced as to items charged or are otherwise determined by the District to be unfair or unreasonable, the District reserves the right to reject the proposal and award to the Proposer who otherwise meets the requirements of this Request for Proposal.

** Non compliance may result in the District's rejection of a Proposer's proposal.

6. PROPOSAL REQUIREMENTS

TO FACILITATE THE DISTRICT'S PROPOSAL REVIEW PROCESS, IT IS REQUIRED THAT EACH PROPOSAL CONTAINS ALL OF THE INFORMATION WITHIN THIS SECTION AND IS ORGANIZED IN THE SEQUENCE THAT THE ITEMS APPEAR IN THIS SECTION.

THE PROPOSER SHALL SUBMIT One (1) copy OF THE PROPOSAL

SEE THE TABLE OF CONTENTS FOR A LISTING OF THE CONTENTS WITHIN THIS SECTION.

PROPOSALS SHALL BE PRINTED ONE-SIDED, 8-1/2 X 11" SIZE AND EASILY REMOVABLE FROM ANY BINDING -- E.G. no glued or spiral binding.

6.1. PROPOSAL AGREEMENT NO. 080055JS

PROPOSAL AGREEMENT: In compliance with Request for Proposal No. **080055JS**, **AUDIOVISUAL SUPPORT SERVICES**, the undersigned hereby proposes and agrees to provide the services described, at the rates and dollar limits defined in the Proposal Rate Schedule attached hereto.

It is understood that this proposal constitutes a firm offer that cannot be withdrawn for ninety (90) calendar days after the submission date for the proposals.

The undersigned certifies that he/she has examined and is familiar with the content of this Request for Proposal; also that he/she has checked all the figures shown in the proposed Rate Schedule and other attachments hereto and understands that the Sacramento Municipal Utility District will not be responsible for any errors or omissions on Contractor's part in preparing this proposal.

If awarded the contract, the undersigned hereby agrees to execute a contract and furnish the necessary bonds and other documents specified in the Instructions to Proposers within the time set forth herein.

The undersigned further agrees, if awarded the contract, that he/she will commence the work within the time set forth and will perform the work in accordance with the contract documents attached to this Request for Proposal.

Attached hereto and made a part thereof by this reference are proposal forms pages 6-3 through 6-11, Detailed Proposal, and the Proposal Rate Schedule.

(There is, if required by the Instructions To Proposers, enclosed herewith a Bid Bond or Certified or Cashier’s Check payable to the District in the amount of 10 percent of the total amount of the proposal which shall be and remain the property of said District in event of failure of the successful Proposer to execute the necessary contract and furnish the required bonds within 15 days after the form of agreement and bonds have been supplied to him.)

PROPOSER:

Company:		
Street Address:		
City:	State:	Zip:
Signed:		
Print Name:		
Title:		
Telephone:	Fax:	
Email:	Date:	

6.2. SAFETY COMPLIANCE CERTIFICATE

I, _____ the undersigned,

(Print Company Representative Name)

of

(Print Company Representative Title)

hereby certify the

(Print Company Name)

information contained herein and that undersigned is duly authorized to certify that:

A. Contractor has an effective Injury and Illness Prevention Program which meets the requirements of all applicable laws and regulations, including, but not limited to, California Labor Code Section 6401.7. (This section does not apply if Contractor does not perform any work under this agreement within the State of California.) and

<http://www.leginfo.ca.gov/cgi-bin/displaycode?section=lab&group=06001-07000&file=6400-6413.5>

B. Contractor has a written Code of Safe Practices, which relates to the contractor’s operation in accordance with Title 8, California Code of Regulations (CCR), Section 1509, Construction Safety Orders.

C. Contractor has a written plan for employee emergency medical services in accordance with Title 8, California Code of Regulations (CCR), Section 1512, Construction Safety Orders.

D. Within the last three years, has your company ever been cited for a violation of any Federal, state, regional or local OSHA or environmental laws, rules, regulations or ordinances?

NO YES (If yes, attach details)

E. Contractor agrees that it is fully responsible for the acts and omissions of its subcontractors and all persons either directly or indirectly employed by Contractor.

F. The above-named person has the authority and responsibility for implementing and administering Contractor’s Injury and Illness Prevention Program.

IN WITNESS WHEREOF, the undersigned has executed this Safety Compliance Certificate under the penalty of perjury of the laws of the State of California on:

Signed:
Print Name:
Date:

6.3. NONCOLLUSION AFFIDAVIT

TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

I, _____ being first duly

 (Print Company Representative Name)
 sworn, deposes and says that he or she is _____ of

 (Print Company Representative Title)
 _____ the party making the

 (Print Company Name)

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.

Signed:
Print Name:
Title:
Signature Notary Public:

(The signature of the officer on this affidavit must be acknowledged before a Notary Public)

6.4. PUBLIC RECORD INDEMNITY AGREEMENT

(“Proposer”) shall indemnify, defend and hold SMUD,

(Print Company Name)

its directors, officers, agents, and employees (collectively, “Indemnitees”) harmless against all claims or causes of action brought against Indemnitees seeking to cause the release or disclosure of Proposer’s Proposal and related materials submitted to Indemnitees in response to SMUD Request For Proposal No. **080055JS, AUDIOVISUAL SUPPORT SERVICES.**

In the event Proposer fails or refuses to indemnify or defend Indemnitees upon a timely request as provided hereunder, Proposer shall unconditionally waive all claims against, completely release and forever discharge Indemnitees from any and all claims, damage, loss, expense and liability Proposer may incur arising from or in any way connected to Indemnitees release of Proposer’s Proposal and materials related thereto.

It is agreed that in the event of any litigation arising hereunder, the Proposer at the request of the District shall submit to the jurisdiction of any court of competent jurisdiction within the State of California and will comply with all requirements necessary to give such Court jurisdiction, and that all matters arising hereunder shall be determined in accordance with the law and practice of such court. It is further agreed that service of process in any such litigation may be made in the manner provided for in Section 415.40 of the California Code of Civil Procedure or in any other manner provided for in said code for service upon a person outside the State of California.

ACCEPTED FOR PROPOSER

Company:
Signed:
Print Name:

6.5. PROMPT PAYMENT PROGRAM

The District has a prompt payment program for small businesses which are certified by the State Department of General Services.

Under the program, the District will guarantee payment of invoices within 20 calendar days from the date of inspection and acceptance by the District or the date correct invoices are received, whichever is later.

If the District fails to meet the 20 calendar days payment guarantee, the small business will be paid interest on the unpaid invoice at prime plus 2% APR. Late interest payments, if applicable, will be made without an additional invoice from the small business.

To participate in this program, please indicate “prompt payment” below and provide evidence of certification with your bid.

Bidder is eligible for, and is requesting, a prompt payment program:

YES NO

PROPOSER:

Company:
Signed:
Print Name:

6.6. MINORITY/WOMEN BUSINESS ENTERPRISE DECLARATION

(To be completed by all Minority or Woman Business Enterprise contractors, suppliers, and subcontractors)

(Print Company Name)

I hereby certify that the above named firm is a Minority/Women Business Enterprise **and have attached a copy of the firm’s certification from:**

- California Department of Transportation
- Public Utilities Commission Clearinghouse
- Other (must meet Federal standards in 49CFR26)

Check the box that indicates the applicable Gender and Minority Code status of your firm from the list below:

<u>Check</u>	<u>Code</u>	<u>Description</u>	<u>Check</u>	<u>Code</u>	<u>Description</u>
<input type="checkbox"/>	101	Black Male	<input type="checkbox"/>	201	Black Female
<input type="checkbox"/>	102	Asian Male	<input type="checkbox"/>	202	Asian Female
<input type="checkbox"/>	104	Hispanic Male	<input type="checkbox"/>	204	Hispanic Female
<input type="checkbox"/>	105	Caucasian Male	<input type="checkbox"/>	205	Caucasian Female
<input type="checkbox"/>	107	Native American Male	<input type="checkbox"/>	207	Native American Female
<input type="checkbox"/>	300	None of the above			

I hereby swear that I am duly authorized to legally act on behalf of the above named company.

Signed:
Print Name:
Date:

6.7. SEED PROGRAM SMALL BUSINESS DECLARATION

(To be completed by all Certified Small Businesses or Microbusinesses applying for the SEED Program)

To qualify for the SEED Program, a firm must be certified as a Small Business or Microbusiness by the California Department of General Services. In addition, the firm must qualify as a SMUD ratepayer for the preceding six months by receiving SMUD electric service at the physical address listed by the Department of General Services. If your firm or one of your proposed subcontractors qualifies under these criteria, please complete this form to receive SEED Program consideration. SMUD will validate all submitted information and determine the proposing firm's SEED Program qualification.

(Print Company Name)

I hereby certify that this firm qualifies for the SEED Program as defined above. This firm has been certified as a Small Business or Microbusiness by the California Department of General Services **and I have attached a current copy of the firm's certification.**

If your firm is not certified by DGS and you would like to become certified for future contracting opportunities please refer to <http://www.smud.org/suppliers/supplier/seed.html> or contact SMUD Supplier Diversity at (916) 732-5623.

I hereby swear that I am duly authorized to legally act on behalf of the above named company.

Signed:
Print Name:
Date:

6.8. DESIGNATION OF PRIME CONTRACTOR, SUBCONTRACTORS AND SUPPLIERS

The following are the names and business locations of the prime contractor and all subcontractors who will perform work or labor or render service to the Proposer in or about the work, or who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications (as applicable) together with a statement of the portion of the work to be done by each subcontractor.

The Proposer may only count toward its SEED Program subcontracting credit those expenditures to subcontractors or contractors under a subcontractor that perform a commercially useful function. In addition, each contractor or subcontractor claiming SEED Program qualification shall complete the SEED Program Small Business Declaration.

	Firm (Name and Address)	Work, Material or Service (Provide Brief Description)	Supplier Diversity Program Status (Check Status)			Percent (%) (Of Total Proposal Price)	Dollar Amount (Of This Firm's Work, Material or Service)
				Male	Female		
1.	PROPOSER/PRIME CONTRACTOR _____ _____ _____ Name/License Number/& Classification	_____ _____ _____		Male	Female	_____ % of Total Proposal	\$ _____ Amount of Total Proposal
			African American	<input type="checkbox"/>	<input type="checkbox"/>		
			Asian Pacific American	<input type="checkbox"/>	<input type="checkbox"/>		
			Hispanic American	<input type="checkbox"/>	<input type="checkbox"/>		
			Native American	<input type="checkbox"/>	<input type="checkbox"/>		
			Caucasian	<input type="checkbox"/>	<input type="checkbox"/>		
			Certified MBE/WBE	Yes <input type="checkbox"/>	No <input type="checkbox"/>		
SEED Qualified	Yes <input type="checkbox"/>	No <input type="checkbox"/>					
2.	SUBCONTRACTOR _____ Name/License Number/& Classification	_____ _____ _____		Male	Female	_____ % of Total Proposal	\$ _____ Amount of Total Proposal
			African American	<input type="checkbox"/>	<input type="checkbox"/>		
			Asian Pacific American	<input type="checkbox"/>	<input type="checkbox"/>		
			Hispanic American	<input type="checkbox"/>	<input type="checkbox"/>		
			Native American	<input type="checkbox"/>	<input type="checkbox"/>		
			Caucasian	<input type="checkbox"/>	<input type="checkbox"/>		
			Certified MBE/WBE	Yes <input type="checkbox"/>	No <input type="checkbox"/>		
SEED Qualified	Yes <input type="checkbox"/>	No <input type="checkbox"/>					
3.	SUBCONTRACTOR _____ License Number & Classification	_____ _____ _____		Male	Female	_____ % of Total Proposal	\$ _____ Amount of Total Proposal
			African American	<input type="checkbox"/>	<input type="checkbox"/>		
			Asian Pacific American	<input type="checkbox"/>	<input type="checkbox"/>		
			Hispanic American	<input type="checkbox"/>	<input type="checkbox"/>		
			Native American	<input type="checkbox"/>	<input type="checkbox"/>		
			Caucasian	<input type="checkbox"/>	<input type="checkbox"/>		
			Certified MBE/WBE	Yes <input type="checkbox"/>	No <input type="checkbox"/>		
SEED Qualified	Yes <input type="checkbox"/>	No <input type="checkbox"/>					
4.	SUBCONTRACTOR _____ License Number & Classification	_____ _____ _____		Male	Female	_____ % of Total Proposal	\$ _____ Amount of Total Proposal
			African American	<input type="checkbox"/>	<input type="checkbox"/>		
			Asian Pacific American	<input type="checkbox"/>	<input type="checkbox"/>		
			Hispanic American	<input type="checkbox"/>	<input type="checkbox"/>		
			Native American	<input type="checkbox"/>	<input type="checkbox"/>		
			Caucasian	<input type="checkbox"/>	<input type="checkbox"/>		
			Certified MBE/WBE	Yes <input type="checkbox"/>	No <input type="checkbox"/>		
SEED Qualified	Yes <input type="checkbox"/>	No <input type="checkbox"/>					

MBE = Minority-owned Business Enterprise , WBE = Women-owned Business Enterprise

6.9. CONTRACTOR’S LICENSE INFORMATION

I, _____ hereby certify under penalty of perjury, that

 (Print Company Representative Name)

_____ am/are licensed

 (Print Company Name)

licensed by the California Department of Consumer Affairs, Contractors State License Board, under Chapter 9 of Division 3 of the Business and Professions Code of the State of California; and that said license(s) is/are in a classification(s) appropriate for the work to be undertaken. It is the responsibility of the Contractor to verify that all of its subcontractors have a California Contractor’s License that is active, current and in good standing.

LICENSE NUMBER(S)	CLASSIFICATION(S)	EXPIRATION DATE(S)

PROPOSER:

Company:		
Street Address:		
City:	State:	Zip:
Signed:		
Print Name:		
Title:		
Telephone:	Fax:	
Email:	Date:	

6.10. BID BOND FORM

KNOW ALL MEN BY THESE PRESENTS, that we

I, _____ as Principal, and

 (Print Company Representative Name)

_____ as Surety, are held

 (Print Company Name)

and firmly bound unto the SACRAMENTO MUNICIPAL UTILITY DISTRICT, hereinafter called District, in the penal sum of TEN PERCENT OF THE TOTAL AMOUNT BID for the payment of which sum 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 whereas the Principal has submitted the accompanying bid dated ____ 20____.

NOW THEREFORE, if the Principal withdraws said bid within the period specified therein; or if the Principal shall not, within 15 days after the prescribed forms are presented to him/her for signature, for any reason whatsoever except the fault of the District, enter into a written Contract with District in accordance with the Bid as accepted, and give bond with a good and sufficient surety as required by the Contract for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be and remain in full force and virtue, otherwise they shall be void.

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

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

Principal:		
Signed:		
Print Name:		
Title:		
Surety:		
Street Address:		
City:	State:	Zip:
Surety Telephone:		
Attorney in fact		
Print Name:		

(The signature of the Surety on this bond must be acknowledged before a Notary Public.)

6.11. DETAILED PROPOSAL

6.11.1 Evaluation Criteria 1 SEED PROGRAM EVALUATION POINTS

Ten evaluation points will be awarded to SEED qualified prime Proposers. Non-SEED prime Proposers will receive up to ten evaluation points on a pro-rata basis for proposing at least 20% subcontracting which utilizes SEED subcontractors. Details are in the Supplier Education & Economic Development section of this document.

6.11.2 Evaluation Criteria 2 PROPOSER'S EXPERIENCE & QUALIFICATIONS

This section shall include, but is not limited to, the following information:

The nature of the work requires that the firm and its personnel on staff have experience with the work being requested. This shall include at least five (5) previous projects that have dealt with this type of work.

- A. Describe the origin, background, and size of your company.
- B. Describe your expertise in providing audiovisual/sound system maintenance, installation and design services similar to those described in this Request For Proposal.
- C. References: Provide a list of 5 former clients who received similar services from your company. This listing shall include names of client representatives and their phone numbers.
- D. Provide evidence with your proposal that your company is an authorized "Barco Control Rooms Integrator" and the office address where you will provide support from.

6.11.3 Evaluation Criteria 3 PROPOSER'S PROJECT MANAGER'S EXPERIENCE & QUALIFICATIONS

Please submit the following information. **Information that is not submitted cannot be assumed.**

- A. Provide descriptions of at least five completed projects that include examples of project work in Multi-Media Conference Rooms, Multi-Media Training Rooms, Public Auditorium. Include detail of services provided with clients project managers' contact names, contact phone numbers and letters of reference describing the clients' satisfaction with the performance of services provided.
- B. Provide a narrative description of how your company will organize and perform the services outlined in the Scope of Work section of this Request for Proposal.

- C. Provide a corporate and project organization chart.
- D. Provide a brief resume of the key individual(s) on your organization chart that will manage this project for your company. The resumes shall include as a minimum the following information:

Name:

Position in your company:

Experience Summary: (highlight the information related to this Request for Proposal)

Educational Background:

6.11.4 Evaluation Criteria 4 TECHNICAL APPROACH

- A. The District is requesting the successful firm to provide Specifications, design services, and installation of new sound system(s) in new conference spaces. Explain how your firm will accomplish these requirements.
- B. The District is requesting the contractor to provide maintenance, develop maintenance procedures, and implement a maintenance program. The District is also requesting the contractor to provide on-site response to request for maintenance / repairs within 24 hours. Explain how your firm will accomplish these requirements.
- C. The District desires that the contractor warrant all aspects of the upgraded sound system(s) for at least one year. If any problem should surface within one year of the District accepting the upgraded sound system(s), the District staff would like the contractor to respond within one day to correct the problem. Please describe your warranty and how your company would respond to requests for warranty services. Please include a local phone number that the District would call to request the warranty services.

Proposer shall describe in detail the technical approach that will be used to perform the scope of work as described in this Request for Proposal.

6.11.5 Evaluation Criteria 6 COMMERCIAL TERMS (PRICE) AND COMPLIANCE WITH DISTRICT'S CONTRACTUAL TERMS

- A. This section includes the cost information contained in the Proposal Rate Schedule of this Request for Proposal.
- B. The Proposer shall note all exceptions taken to this Request for Proposal including the contract terms and conditions of the contract included in the Sample Contract section of this

Request for Proposal. The District reserves the right to reject any proposal based on noncompliance with the attached contract terms and conditions.

(List all exceptions here)

6.12. BID SCHEDULE

RFP No. 080055JS

Bids will be considered on the following schedule only and no restrictive or conditional bid will be considered. The quantities listed in the schedule are the Engineer’s estimate, are approximated only, being given as a basis for the comparison of bids. The District does not, expressly or by implication, propose or agree that the actual quantities of work will correspond therewith, but reserves the right to increase or decrease the amount of any portion of the work shown by the Bid Schedule, or to omit portions of said work, as may be deemed advisable by the Engineer. Payment for unit price items will be made on the basis of quantities actually installed. The unit price amounts shown below include all labor, material, equipment, engineering and incidentals required to provide the work specified.

The District intends to award one contract for not-to-exceed \$500,000.

The rates proposed below shall remain fixed for the duration of the contract, unless otherwise approved in writing by the District.

ITEM NO.	LABOR CLASSIFICATIONS	EST. QTY	UNIT	UNIT PRICE	TOTAL AMOUNT
1.	Project Engineer	360	HR.	\$	\$
2.	Field Engineer	360	HR.	\$	\$
3.	Audiovisual Equipment Installer	360	HR.	\$	\$
4.	Admin Support	360	HR.	\$	\$
5.	Cad Operator	360	HR.	\$	\$
6.	Trainer	45	HR.	\$	\$
7.	Materials & Equipment. Contractor will be reimbursed at cost plus 10%.	\$75,000	N/A	Multiplier is 1.10%	\$82,500
8.	Bonds. Bonds will be reimbursed at cost, up to the Not To Exceed Amount	N/A	N/A	N/A	Not To Exceed \$ _____
9.	TOTAL ITEMS 1 THRU 8	N/A	N/A	N/A	\$ _____

Note: The District’s evaluations for award will include SEED Price Advantage calculations.

DETERMINATION OF QUANTITIES & SCOPE OF PAYMENT

The quantity of work to be paid for under any Bid Item of work will be for the actual work performed. No payment will be made for work done outside of prescribed or ordered limits.

Notes:

The District does not encourage the use of overtime to provide services under this agreement.

1. Proposer shall list all job classifications, including subcontract labor, if any, that will be assigned to the type of work described in this RFP.

2. The above billing rates shall include the following:
 - A. All travel to and from SMUD facilities within the Sacramento Area, including Rancho Seco.

 - B. Prevailing Wage payments.

 - C. Benefits and Burdens (including insurance, payroll taxes, vacation, holidays, sick leave, etc.).

 - D. All overhead costs and incidentals required to complete the work requested (including travel within Sacramento County, rents, vehicles, insurance, leases, office furniture & equipment, staff support, and all other contractor costs associated with providing the above services).

 - E. Profit.

The classifications listed above represent a sampling of those commonly used by the **California License (C-07) Low voltage wiring/ Audiovisual / or Communication Equipment Industry**. If the classifications listed do not correspond exactly to those used by your company, list your company's comparable classifications in parenthesis and complete the rate schedule. Use your best judgment, based on your knowledge of the industry when determining comparable classifications.

If after listing all comparable classifications you feel there are others that should be listed, please list those additional classifications at the bottom of the form and add additional pages as necessary.

PROPOSER:

Company:		
Street Address:		
City:	State:	Zip:
Signed:		
Print Name:		
Title:		
Telephone:	Fax:	
Email:	Date:	

7. CONTRACT FORMS

7.1. SMUD CONTRACT NO. _____

THIS CONTRACT by and between SACRAMENTO MUNICIPAL UTILITY DISTRICT, a municipal utility district, hereinafter designated as District, and

hereinafter designated as Contractor,

WITNESSETH:

That the parties agree as follows:

1. Contractor, for and in consideration of the payment to be made to it as hereafter provided, hereby agrees to furnish all material, labor and equipment necessary or required for the work described as: **AUDIOVISUAL SUPPORT SERVICES**,

in strict conformity with the terms and conditions of this Contract. The bid submitted by Contractor and the terms, conditions, and specifications included in Invitation No. **080055JS** are hereby incorporated as a part of this Contract by reference, to the same extent as if they were fully set forth herein. The Contractor shall comply with the California Labor Codes as defined in [GC-47](#) in the Invitation for Bids.

2. District, in consideration of the performance of this Contract by Contractor, agrees to pay Contractor in accordance with the rates and prices set forth in the attached Bid Schedule subject to any additions and/or deductions provided for elsewhere in this Contract. Such payment shall be made in accordance with the procedure set forth in the General Conditions.

The District's maximum financial obligation under this Agreement shall be \$XXXXXXX. Any expenditures in excess of this limit will not be reimbursed by the District and will be the Contractor's sole responsibility.

ACCEPTED FOR

ACCEPTED FOR THE SACRAMENTO MUNICIPAL UTILITY DISTRICT

By: _____

By: _____

Name: _____
(Type or Print)

Name: Johnny Smothers
(Type or Print)

Title: _____

Title: Sr Procurement Professional

Date: _____

Date: _____

7.3. PAYMENT BOND

BOND NO: _____

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Sacramento Municipal Utility District, as Obligee, has awarded to

as Principal, hereinafter

(Print Company Name)

designated as the "Contractor", a contract for the work describes as follows ; **AUDIOVISUAL SUPPORT SERVICES**

AND WHEREAS, said Contractor is required by the provisions of Chapter 7, Title 15, Sections 3247 3252, Civil Code, to furnish a bond in connection with said Contract, as hereinafter set forth;

NOW, THEREFORE, we the undersigned Contractor and Surety are held and firmly bound unto Sacramento Municipal Utility District in the sum of (\$) to be paid to the said District or its certain attorney, its successors and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION of this obligation is such,

That if said Contractor, Contractor's heirs, executors, administrators, successors or assigns, or subcontractors, shall fail to pay any of the persons named in Section 3181 of the Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, that the surety or sureties will pay for the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon the bond, a reasonable attorney's fee, to be fixed by the Court.

This bond shall inure to the benefit of any and all of the persons named in Section 3181 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

No prepayment or delay in payment and no change, extension addition, or alteration of any provision of said Contract or in the specifications agreed to between the Contractor and said District, and no forbearance on the part of said District, shall operate to relieve any Surety from liability on this bond, and consent to make such alterations without further notice to or consent by any such Surety is hereby given, and said Surety hereby waives the provisions of Section 2819 of the Civil Code.

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

Principal:	Surety:
Signed:	Street Address:
Print Name:	City: State: Zip:
Title:	Surety Telephone:
	By:
	(Attorney-In-Fact)

(The signature of the Surety on this bond must be acknowledged before a Notary Public.)

7.4. INSURANCE REQUIREMENTS

TYPE OF COVERAGE		MINIMUM COVERAGE LIMITS	
<input checked="" type="checkbox"/>	Commercial General Liability (CGL)	Occurrence	Aggregate
	ISO form CG 0001 10 93, or other form acceptable to District. <input checked="" type="checkbox"/> Additional Insured Endorsement <input type="checkbox"/> Delete Railroad Exclusion <input type="checkbox"/> Delete Exclusion J "Damage to Property" <input type="checkbox"/> Employment Practices Liability (Harassment)	Bodily Injury, Property Damage Or Combined Single Limit (CSL)	\$ 1 M \$ 1 M
<input checked="" type="checkbox"/>	Business Automobile Liability (BAL)	Individual	Accident
	Including coverage for claims arising from ownership, operation, loading and unloading of owned, hired, leased, non-owned, and /or borrowed private passenger and commercial vehicles. <input checked="" type="checkbox"/> Additional Insured Endorsement	Bodily Injury, Property Damage Or Combined Single Limit (CSL)	\$ 1 M \$ 1 M
<input type="checkbox"/>	Environmental Impairment Liability (EIL)/Contractor's Pollution Liability (CPL)	Occurrence	Aggregate
	Including coverage for claims arising from handling, abatement, and transport of pollutants including asbestos and lead paint	Bodily Injury, Property Damage	N/A N/A
<input type="checkbox"/>	Aircraft Liability	Per Seat	
	Including passengers	Bodily Injury, Property Damage Or Combined Single Limit (CSL)	N/A N/A
<input type="checkbox"/>	Professional Errors and Omissions Liability (E&O)	Each Claim	Aggregate
		Bodily Injury, Property Damage Or Combined Single Limit (CSL)	N/A N/A
<input checked="" type="checkbox"/>	California Statutory Workers' Compensation	Employee	Aggregate
	Including Employer's Liability (and United States Longshoremans & Harborworkers, where applicable)	Bodily Injury and Illness Or Combined Single Limit (CSL)	\$ 1 M \$ 1 M
<input type="checkbox"/>	Crime or Fidelity Coverage	Each Claim	Aggregate
	Including fraud, theft, dishonesty and disappearance	Financial Loss	N/A N/A
<input type="checkbox"/>	Fiduciary	Each Claim	Aggregate
	For funds managed or held in trust	Financial Loss	N/A N/A
<input type="checkbox"/>	Other	Each Claim	Aggregate
	<input type="checkbox"/> Property <input type="checkbox"/> Cargo/Transit <input type="checkbox"/> Sexual abuse <input type="checkbox"/> Garage		N/A N/A

Insurance required above shall be primary as respects the District (SMUD), its directors, officers, representatives, agents and employees, respectively, and any other insurance effected or procured by SMUD shall be excess of and shall not contribute with the required insurance. These policies, with the exception of Workers' Compensation, Employer's Liability, and E&O coverages, shall name SMUD, its directors, officers, agents, representatives, and employees as additional insureds as respects work performed pursuant to or incidental to this contract (including coverage for products and completed operations hazards) except for active negligence of District in public works construction contracts (Cal Ins Code §11580.04). ISO form CG 2010 11/85, or other form acceptable to District, shall be used. Use of ISO forms CG 2010 10/93 or any version of CG 2009 are not acceptable. Severability of interests (cross liability) and waiver of subrogation clauses shall be included. Pursuant to the terms of this contract, insurance effected or procured by Contractor shall not reduce or limit Contractor's obligation to indemnify and defend SMUD for claims made or suits brought which result from, or in connection with, the performance of this contract. These coverages, when written on an occurrence form, shall be maintained during the entire term of the contract. Coverages written on a claims-made form, and all E&O and EIL coverages, shall be maintained during the entire term of the contract and further until one year following completion and acceptance of all work under the contract. CGL insurance and additional insured endorsements providing products/completed operations coverage shall be maintained for at least one year following completion and acceptance of all physical work under the contract. Insurers shall be rated A- / VII or better by A.M. Best, or shall be otherwise acceptable to SMUD. Insurers need not be Admitted by the State of California.

The Contractor's broker or agent shall provide copies of policies and endorsements upon request, and before commencing work under this contract, provide a certificate of insurance verifying that at least the minimum insurance coverages required above are in effect. Certificate must disclose any self-insured retention of \$250,000 or more. Certificate must specify whether the liability coverages are written on an occurrence form or a claims-made form, and that the coverages will not be canceled or changed without thirty (30) days advance written notice to the District

SACRAMENTO MUNICIPAL UTILITY DISTRICT
P. O. BOX 15830
SACRAMENTO, CA 95852-1830
ATTENTION: Johnny Smothers /MS B204

7.5. ASBESTOS NOTIFICATION - 2007

ASBESTOS NOTIFICATION - 2007

Sacramento Municipal Utility District (SMUD) is required to give notice to employees and contractors working at any District facility that has asbestos-containing construction materials, pursuant to the Asbestos Notification Law (California Health & Safety Code 25915 et seq., and in particular 25915.1). **Be aware that this list only includes material tested and found to contain asbestos material. Material not tested may contain asbestos. Asbestos inspection and testing is required prior to performing demolition, renovation, retrofit or remodeling in any facility constructed prior to 1981.**

LOCATION OF ASBESTOSHeadquarters Building:

- * Above the ceiling of the first floor (auditorium) through fourth floors as a fireproofing spray-on material on decking and structural members.
- * Throughout the building in the adhesive for floor tiles and base cove mastic.
- * In mechanical/electrical spaces in the gray (9" x 9") floor tiles.
- * Throughout the building (behind the walls, in equipment rooms and auditorium ceiling) in tank and pipe insulation.
- * Insulation on electrical wire.
- * Material inside some door frames.
- * Caulking on HVAC ducts
- *

Corporation Yard:

- * HVAC and piping insulation at the TS Building.
- * HVAC and hot water piping insulation in the Tool Issue Building.
- * Hot water piping insulation in the garage.
- * Floor tile in the break room at 59th Street Garage.
- * Mastic under floor tile - second floor Warehouse Building.
- * Brake shoes from Bandit Chipper #U73.
- * Pre-Fab Shop linoleum on restroom floor

Energy Management Center

- * Arc chutes on some breakers.

Substations:

- * Rancho Seco switchyard building in floor tile and mastic
- * Elverta and Hurley sub in floor tile and adhesive.
- * Mid-city sub in pipe insulation.
- * Manholes, switchboards, control and protection panels - Wire insulation.
- * Some bus bar filler material.
- * North city - transite on roof and inside walls.
- * Outer paint cover on oil filled pipe from North City to Station A.
- * Arc chutes on some breakers.
- * Elverta ceiling tile and mastic.
- * Hedge sub station floor tile and mastic

Fresh Pond:

- * Floor tiles and adhesive used to glue tiles to the floor.

Camp Far West

- * Pipe insulation on cooling water pipe
- * Pipe insulation on mezzanine level behind battery room insulation

Union Valley

- * Pipe insulation
- * Bus bar bolt filler material
- * Firestop sealant on electrical cables

- * White material in PCB500

Loon Lake

- * Diesel generator exhaust piping
- * Insulation on HVAC duct
- * Black & White pipe wrap material
- * Firestop sealant on electrical cables

Jaybird

- * Wiring insulation
- * Pipe insulation
- * Firestop sealant on electrical cables

Fresh Pond (continued):

White Rock

- * Firestop sealant on electrical cables
- * Arc chutes in breakers
- * Black pipe wrap material

Camino

- * Handle insulation
- * Bus bar bolt filler material
- * Firestop sealant on electrical cables

- * Breaker #310 arc chutes
- * Breaker #320 arc chutes

SEA Campground

- * Transite panels in restroom building

Rancho Seco:

- * Some cable, wire covering & inside elect. panels throughout the facility
- * Firestop insulation throughout the Reactor/Auxiliary/Turbine Buildings
- * Piping and equipment insulation throughout the Auxiliary Buildings
- * Gasket material in "A" Warehouse
- * Miscellaneous gasket material throughout the plant
- * Miscellaneous electrical cable, cabinets and pipe insulation in the Reactor Building

Jones Fork

- * Brake shoes

Ice House

- * Gray Roofing fish water valve house

Robbs Peak

- * Bus bar bolt filler material
- * Roof mastic (around equipment hatches)
- * Serpentine road rock at valve house
- * Arc chutes/breakers
- * Firestop sealant on electrical cables

McClellan Gas Turbine

- * Turbine unit door gasket

- * In soil around the Quonset hut
- * Turbine Building siding
- * I & C office area floor tile
- * Canal Station—electrical panel and wiring
- * Miscellaneous roofs on-site and park in mastic and roofing materials

SPECIAL NOTICE

Attention all employees assigned work at military bases (active or inactive) within the SMUD service area. Prior to performing any work, precautionary measures shall be taken to prevent possible exposure to asbestos fibers. The use of asbestos containing building materials (i.e., wall board, ceilings, floor tile, sprayed-on acoustical ceilings, mastics, roofing materials, insulation or other building materials) is presumed to contain asbestos until confirmed by an accredited NVLAP analytical laboratory. If you encounter building materials that need to be removed prior to performing your work, please contact Environmental, Health and Safety at 916-732-5253 to have EH&S Specialist obtain samples of the materials and have them analyzed properly.

POTENTIAL HEALTH RISKS OF ASBESTOS EXPOSURE:

Asbestos becomes a health hazard only when fibers are released into the air where they may be inhaled or ingested. Asbestos does not present a hazard if it is not disturbed, if it is properly covered, or if the fibers are bound, as in floor tiles or "transite" boards.

Certain risk factors are relevant to the development of asbestos-related diseases, such as: the number, concentration and size of the asbestos fibers inhaled or ingested; the duration of the exposure and the length of time since exposure and susceptibility to disease development. If not properly controlled, asbestos may cause scarring of lung tissue (called asbestosis), cancer of the chest cavity lining (called mesothelioma), or lung cancer. Studies show the relationship between asbestos exposure and disease development has involved groups of workers who were heavily exposed to asbestos in occupational activities; that an extremely low incidence of disease is expected in populations with low levels of exposure; and that asbestos concentrations in buildings with asbestos might not differ significantly from concentrations found in the outside air in many urban environments. Although exact risk assessment is difficult, experts are in agreement that exposure to airborne asbestos fibers should be minimized to the lowest feasible levels.

ASBESTOS MANAGEMENT PROGRAM:

An Asbestos Operations and Maintenance Plan is in effect to insure proper warning labels and to periodically inspect and document the condition of the asbestos containing material and to make repairs, if necessary. Air samples taken in the Headquarters Building in 2001 indicated no asbestos above EPA clearance levels.

DO NOT DISTURB THE ASBESTOS:

Moving, drilling, boring, sanding or otherwise disturbing any asbestos-containing materials may present a health risk and, consequently, shall not be attempted by anyone who is not qualified, equipped to handle asbestos, or does not have a valid Asbestos Work Permit from Safety, Health & Environmental Services. Should you become aware that asbestos materials have been disturbed or if you have questions, please call Glenn Shuder, Supervisor of Facilities Management (916) 732-5565, or David Payette, Protection, Safety & Emergency Services Department at (916) 732-6332.

Signature on file  Date 1-24-07
 Glenn Shuder, Supervisor
 General Services - Facilities Management

Signature on file  Date 1-24-07
 Dave Payette, CIH, CSP
 EH&S Specialist - District Asbestos Program Leader

7.6. FRANCHISE TAX FORM 590

Form 590 and Instructions: http://www.ftb.ca.gov/forms/07_forms/07_590.pdf?refresh=67911

YEAR 20 <input style="width: 20px;" type="text"/>	Withholding Exemption Certificate	<small>CALIFORNIA FORM</small> 590
<small>(This form can only be used to certify exemption from nonresident withholding under California R&TC Section 18662. This form cannot be used for exemption from wage withholding.)</small>		
File this form with your withholding agent. <small>(Please type or print)</small>	Withholding agent's name _____	
Vendor/Payee's name _____	<input type="checkbox"/> Vendor/Payee's <input type="checkbox"/> SOS file no. <input type="checkbox"/> SSN or ITIN <input type="checkbox"/> CA corp. no. <input type="checkbox"/> FEIN	Note: Failure to furnish your identification number will make this certificate void.
Vendor/Payee's address (number and street, PO Box, Rural Route, APT no., Suite, Room, or PMB no.) _____		
City _____	State _____	ZIP Code _____
<p>I certify that for the reasons checked below, the entity or individual named on this form is exempt from the California income tax withholding requirement on payment(s) made to the entity or individual. Read the following carefully and check the box that applies to the vendor/payee:</p> <p><input type="checkbox"/> Individuals — Certification of Residency: I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for Form 590, General Information D, for the definition of a resident.</p> <p><input type="checkbox"/> Corporations: The above-named corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State to do business in California. The corporation will file a California tax return and withhold on payments of California source income to nonresidents when required. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for Form 590, General Information E, for the definition of permanent place of business.</p> <p><input type="checkbox"/> Partnerships: The above-named partnership has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The partnership will file a California tax return and will withhold on foreign and domestic nonresident partners when required. If the partnership ceases to do any of the above, I will promptly inform the withholding agent. Note: For withholding purposes, a Limited Liability Partnership (LLP) is treated like any other partnership.</p> <p><input type="checkbox"/> Limited Liability Companies (LLC): The above-named LLC has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The LLC will file a California tax return and will withhold on foreign and domestic nonresident members when required. If the LLC ceases to do any of the above, I will promptly notify the withholding agent.</p> <p><input type="checkbox"/> Tax-Exempt Entities: The above-named entity is exempt from tax under California R&TC Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). The tax-exempt entity will withhold on payments of California source income to nonresidents when required. If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. <small>Note: Individuals cannot be tax-exempt entities.</small></p> <p><input type="checkbox"/> Insurance Companies, IRAs, or Qualified Pension/Profit Sharing Plans: The above-named entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.</p> <p><input type="checkbox"/> California Irrevocable Trusts: At least one trustee of the above-named irrevocable trust is a California resident. The trust will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee becomes a nonresident at any time, I will promptly notify the withholding agent.</p> <p><input type="checkbox"/> Estates — Certification of Residency of Deceased Person: I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.</p>		
CERTIFICATE: Please complete and sign below.		
Under penalties of perjury, I hereby certify that the information provided herein is, to the best of my knowledge, true and correct. If conditions change, I will promptly notify the withholding agent.		
Vendor/Payee's name and title (type or print) _____		Daytime telephone no. _____
Vendor/Payee's signature ► _____		Date _____
For Privacy Notice, get form FTB 1131.	7061063	Form 590 cz 2006