



Community College District

Purchasing Services

Elevator Repair and Preventative Maintenance Service

Bid #1259

Bid Deadline:
Thursday, April 30, 2015 at 2:00 pm

Bid #1259 – Elevator Repair and Preventative Maintenance Service

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***IF THE FOLLOWING ITEMS ARE NOT RETURNED AT THE TIME OF THE BID OPENING, THE BIDDER WILL BE DECLARED NONRESPONSIVE.**

+ITEMS WHICH SUCCESSFUL BIDDER MUST SUBMIT AFTER THE AWARD.

NOTICE CALLING FOR BIDS

The Board of Trustees of the Rancho Santiago Community College District is advertising for bids to be received up to April 30, 2015 @ 2:00 p.m. in the Rancho Santiago Community College District Purchasing Office, at 2323 North Broadway - Room 109, Santa Ana, CA 92706, for the furnishing of:

Bid #1259 – Elevator Repair and Preventative Maintenance Service

There will be a mandatory pre-bid conference and job walk held on Friday, April 17, 2015 at 8:30 a.m., at Santa Ana College, 1530 W. 17th St, Building S, Room 215, Santa Ana, CA 92706. For ease of access, use Parking Lot #3 in front of the Administration ‘S’ Building. Parking permits will be available at the pre-bid conference. Job walks will be conducted immediately after the pre-bid conference. Bid proposals will be accepted only from bidders who attended the entire pre-bid conference and job walk.

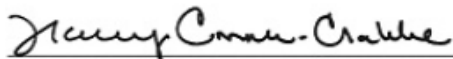
Contractor license classification: Class C-11. Any Bidder not licensed at the time of the bid opening will be rejected as nonresponsive.

The bid documents provide all required information to submit a complete bid and review the District’s process for assessing and awarding a contract for the project including the applicable Department of Industrial Relations registration requirements.

Each bidder submitting proposal to complete the work, labor, materials and/or services (“Work”) subject to this procurement must be a Department of Industrial Relations (DIR) registered contractor pursuant to Labor Code §1725.5. A Bidder who is not a DIR Registered Contractor when submitting a proposal for the Work is deemed “not qualified” and the proposal of such Bidder will be rejected for non-responsiveness. Pursuant to Labor Code §1725.5, all Subcontractors identified in a Bidder’s Subcontractors’ List shall be DIR Registered Contractors. If awarded the Contract for the Work, at all times during performance of the Work, the Bidder and all Subcontractors, of any tier, shall be DIR Registered Contractors.

The Work is subject to payment of PWRs (Prevailing Wage Rate). The Contractor and all Subcontractors of every tier shall pay laborers performing any portion of the Work not less than the PWR established for the labor provided. Pursuant to Labor Code §1771.4(a) (4), PWR monitoring and enforcement shall be by the Department of Industrial Relations.

Bid documents are available at www.rscgd.edu/bidopportunities. Bidders are responsible to regularly check the District’s website for addendums. For further information, please contact Tracey Conner-Crabbe, Director of Purchasing Services at conner_tracey@rscgd.edu or phone (714) 480-7371.



Tracey Conner-Crabbe

Director of Purchasing Services

Advertised: Orange County Register
April 1 & 8, 2015

INFORMATION FOR BIDDERS

WARNING:

READ THIS DOCUMENT CAREFULLY. DO NOT ASSUME
THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS
YOU MAY HAVE SEEN, EVEN IF FROM THE SAME DISTRICT.

1. Preparation of Bid Form. Bids shall be submitted on the prescribed Bid Form, completed in full. All bid items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall control over the numbers. The signatures of all persons shall be in longhand and in ink. Prices, wording and notations must be in ink or typewritten.

2. Form and Delivery of Bids. The bid must conform and be responsive to all Project Documents and shall be made on the Bid Form provided, and the complete bid, together with any and all additional materials as required, shall be enclosed in a sealed envelope, addressed and hand delivered or mailed to the DISTRICT at: Rancho Santiago Community College District, 2323 N. Broadway, Room 109, Santa Ana, CA 92706, and must be received on or before the bid deadline. The envelope shall be plainly marked in the upper left hand corner with the bidder's name, the name of the Project and the date and time for the opening of bids. **It is the bidder's sole responsibility to ensure that its bid is received at the specified location prior to the bid deadline.** The District shall not be responsible for any delays or issues with mail delivery. In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened. At the time and place set forth for the opening of bids, the sealed bids will be opened and publicly read aloud. However, if prequalification of bidders is required pursuant to Public Contract Code Section 20651.5 only those sealed bids received from prequalified bidders shall be opened and publicly read aloud.

3. Bid Security. Each bid shall be accompanied by a bid security in the form of cash, a certified or cashier's check or bid bond in the amount of not less than ten percent (10%) of the total bid price payable to the DISTRICT and shall be given as a guarantee that the bidder, if awarded the contract, will execute the Agreement within five (5) working days after notice of award of the contract, and will furnish, on the prescribed forms, a satisfactory Faithful Performance Bond in an amount not less than one hundred percent (100%) of the total bid price and separate Payment (labor and material) Bond in an amount not less than one hundred percent (100%) of the total bid price, furnish certificates and endorsements evidencing that the required insurance is in effect, the Workers' Compensation Certificate, and all the required contract documents as specified in the General Conditions all within five (5) working days of the notice of award of the contract or as otherwise requested in writing by the DISTRICT. It is understood and agreed that should bidder fail or refuse to return these documents as required by the DISTRICT, the bid security shall be forfeited to the DISTRICT. If the Bidder elects to furnish a bid bond as its Bid Security, the Bidder shall use the bid bond form included in the Project Documents.

4. Signature. Any signature required on Project Documents must be signed in the name of the bidder and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president and one from among the secretary, chief financial officer, or treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, in the event that the bidder is a joint venture or partnership, there shall be submitted with the bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful bidder, who shall act in all matters relative to the Project for the joint venture or partnership. If bidder is an individual, his/her signature shall be placed on such documents.

5. Modifications. Changes in or additions to any of the bid documents, summary of the work bid upon, alternative proposals, or any other modifications which are not specifically called for by the DISTRICT may result in the DISTRICT's rejection of the bid as being nonresponsive. No oral, telephonic, facsimile or electronic modification of any of the bid documents will be considered.

6. Erasures, Inconsistent or Illegible Bids. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is authenticated by affixing the initials of the person(s) signing the bid in the margin immediately adjacent to the correction. In the event of inconsistency between words and numbers in the bid, words shall control numbers. In the event that DISTRICT determines that any bid is unintelligible, illegible or ambiguous, the DISTRICT may reject such bid as being nonresponsive.

7. Examination of Site and Project Documents. At its own expense and prior to submitting its bid, each bidder shall examine all documents relating to the Project; visit the site and determine the local conditions which may in any way affect the performance of the work, including the general prevailing rates of per diem wages and other relevant cost factors; familiarize itself with all Federal, State and Local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work; make such surveys and investigations, including investigation of subsurface or latent physical conditions at the site or where work is to be performed, as it may deem necessary for performance of the work at its bid price; determine the character, quality, and quantities of the work to be performed and the materials and equipment to be provided; and correlate its observations, investigations, and determinations with all requirements of the Project. The Project Documents show and describe the existing conditions as they are believed to have been used in the design of the work and are only provided as information for the bidder. The DISTRICT is not making any warranties regarding said information. The DISTRICT shall not be liable for any loss sustained by the successful bidder resulting from any variance between the conditions and design data given in the Project Documents and the actual conditions revealed during the bidder's pre-bid examination or during the progress of the work. **Bidder agrees that the submission of a bid shall be incontrovertible evidence that the bidder has complied with all the requirements of this provision of the Information for Bidders.**

8. Withdrawal of Bids. Any bid may be withdrawn, either personally or by written request signed by the bidder, at any time prior to the scheduled closing time for receipt of bids. The bid security for a bid withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned. No bidder may withdraw any bid for a period of sixty (60) calendar days after the date set for the opening of bids.

9. Agreement and Bonds. The Agreement which the successful bidder will be required to execute and the payment bond required in accordance with Civil Code Section 9550, are included in the Project Documents. The payment bond shall be in the amount not less than one hundred percent (100%) of the total amount of the contract in accordance with Civil Code Section 9554. The successful bidder will also be required to furnish a separate faithful performance bond in the amount of one hundred percent (100%) of the total amount of the contract and in the form included in the Project Documents, which shall remain in full force and effect through the guarantee period as specified in the General Conditions. All bond premiums shall be at bidder's cost.

10. Interpretation of Project Documents. If any bidder is in doubt as to the true meaning of any part of the Project Documents, or finds discrepancies in or omissions from the Project Documents, a written request for an interpretation or correction thereof must be submitted to the DISTRICT five (5) days before bid deadline. No requests shall be considered after this time. The bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the Project Documents will be made solely at DISTRICT's discretion and only by written addendum duly issued by the DISTRICT, and a copy of such addendum will be hand delivered or mailed or emailed or faxed to each bidder known to have received a set of the Project Documents. No person is authorized to make any oral interpretation of any provision in the Project Documents, nor shall any oral interpretation of Project Documents be binding on the DISTRICT. If there are discrepancies of any kind in the Project Documents, the interpretation of the district shall prevail.

Submittal of a bid without a request for clarifications shall be incontrovertible evidence that the bidder has determined that the project documents are acceptable and sufficient for bidding and completing the work; that bidder is capable of reading, following and completing the work in accordance with the project documents; and that bidder agrees that the project can and will be completed according to the district's timelines and according to the progress schedule to be submitted by the successful bidder incorporating the district's timelines for completion of the project.

11. Bidders Interested in More Than One Bid. No person, firm or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for by the DISTRICT. A person, firm, or corporation that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or submitting a bid on the Project.

12. Award of Contract. The DISTRICT reserves the right to reject any or all bids, to accept or reject any one or more items of a bid, to increase or decrease quantities or to delete items entirely, or to award items separately or in any combination, or to waive any irregularities or informalities in any bids or in the bidding process, whichever is in the best interest of the District. The award of the contract, if made by the DISTRICT, will be by action of the Governing Board and to the lowest responsive and responsible bidder. If two identical low bids are received from responsive and responsible bidders, the DISTRICT will determine which bid will be accepted pursuant to Public Contract Code Section 20117. In the event an award of the contract is made to a bidder, and such bidder fails or refuses to execute the Agreement and provide the required documents within five (5) working days after the notice of award of the contract to bidder, the DISTRICT may award the contract to the next lowest responsive and responsible bidder or reject all bidders.

13. Evidence of Responsibility. Upon request of the DISTRICT, a BIDDER whose bid is under consideration for the award of the contract shall submit promptly to the DISTRICT satisfactory evidence showing the BIDDER'S financial resources, surety and insurance claims experience, completion ability, workload, organization available for the performance of the contract, and other factors pertinent to a project of the scope involved.

14. Competency of Bidders. In selecting the lowest responsive and responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the Project. By submitting a bid, each bidder agrees that the DISTRICT, in determining the successful bidder and its eligibility for the award, may consider the bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors which could affect the bidder's performance of the Project.

The DISTRICT may also consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the work. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the DISTRICT. In this regard, the DISTRICT may conduct such investigations as the DISTRICT deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the bidder, proposed subcontractors, and other persons and organizations to do the work to the DISTRICT's satisfaction within the prescribed time. The DISTRICT reserves the right to reject the bid of any bidder who does not pass any such evaluation to the satisfaction of the DISTRICT.

15. Listing Subcontractors. Each bidder shall submit, on the form furnished with the Project Documents, a list of the proposed subcontractors on this Project as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100, et seq.). If alternate bids are called for and the bidder intends to use different or additional subcontractors, a separate list of subcontractors must be submitted for each such alternate bid. If the bidder fails to specify a subcontractor for any portion of the work in excess of one half (1/2) of one percent (1%) of the bidder's total bid, the bidder agrees that he/she is fully qualified to perform that work and agrees to perform that portion of the work. Violation of this requirement

(including the procurement of a subcontractor for the Project if no subcontractor is specified) can result in the DISTRICT invoking the remedies of Public Contract Code Sections 4110 and 4111.

16. Insurance and Workers' Compensation. The successful bidder shall be required to furnish certificates and endorsements evidencing that the required insurance is in effect. DISTRICT may request that such certificates and endorsements are completed on DISTRICT provided forms. In accordance with the provisions of Section 3700 of the Labor Code, the successful bidder shall secure the payment of compensation to all employees. The successful bidder who has been awarded the contract shall sign and file with DISTRICT prior to performing the work, the Workers' Compensation Certificate included as a part of the Project Documents. Labor Code Section 1861.

17. Contractor's License. To perform the work required for the Project, the Contractor must possess the Contractor's License as specified in the Notice Inviting Bids, and the Contractor must maintain the license throughout the duration of the contract. If, at the time of award of the Contract, bidder is not licensed to perform the Project in accordance with Division 3, Chapter 9, of the Business and Professions Code for the State of California and the Notice to Contractors calling for bids, such bid will not be considered and the Contractor will forfeit its bid security to the District.

18. Anti-Discrimination. In connection with all work performed under this Project, there shall be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful bidder agrees to comply with applicable Federal and State laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the successful bidder agrees to require like compliance by any subcontractors employed on the Project by such bidder.

19. Hold Harmless and Indemnification. Contractor shall defend, indemnify and hold harmless District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Section.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any

loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.

(c) Any dispute between Contractor and Contractor's subcontractors/supplies/ Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the Owner, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

20. Surety Qualifications for Bonds. Bidders shall ensure all surety companies have a minimum rating of "A," as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure §995.120 shall be accepted. Surety must be a California-admitted Surety and listed by the U.S. Treasury with a bonding capacity in excess of the Project cost. If a California-admitted Surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with §995.660 of the California Code of Civil Procedure and proof of such is provided to the District.

21. Drug-Free Workplace Certification. Pursuant to Government Code Sections 8350, et seq., the successful bidder will be required to execute a Drug-Free Workplace Certification upon execution of the Agreement. The bidder will be required to take positive measures outlined in the certification in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.

22. Noncollusion Declaration. In accordance with the provisions of Section 7106 of the Public Contract Code, each bid must be accompanied by a noncollusion declaration. This form is included with the Projects Documents.

23. Prevailing Wage Rates.

(a) The Contractor and all subcontractors shall comply with the requirements set forth in Division 2, Part 7, Chapter 1 of the Labor Code. Pursuant to Labor Code section 1770 et seq., the District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies are available from the District to any interested party on request and are also available from the Director of the Department of Industrial Relations at <http://www.dir.ca.gov/OPRL/PWD/index.htm> The Contractor shall obtain copies of the above-referenced prevailing wage sheets and post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.

(b) Any worker employed to perform work on the Project and such work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.

(c) Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the Contract Documents or authorized by law.

(d) These per diem rates, including holiday and overtime work, and employer payments for health and welfare, pension, vacation, and similar purposes, are on file at the administrative office of the District, located as noted above and are also available from the Director of the Department of Industrial Relations. It is the Contractor's responsibility to ensure the appropriate prevailing rates of per diem wages are paid for each classification. It shall be mandatory upon the Contractor to whom the Contract is awarded, and upon any subcontractor under such Contractor, to pay not less than the said specified rates to all workers employed by them in the execution of the Contract.

24. Compliance with Senate Bill 854. Senate Bill 854 was signed into law on June 20, 2014, and provides for new requirements for both contractors and subcontractors for any public works project. The new laws take effect on July 1, 2014. This Project is a public works project as defined in Labor Code section 1720. Each Contractor bidding on this Project and all Subcontractors performing any portion of the Work must comply with the requirements of Senate Bill 854 including, without limitation, Labor Code Sections 1725.5 and 1771.1.

Each Contractor bidding on this Project and all Subcontractors of any tier performing any portion of the Work must register with the California Department of Industrial Relations ("DIR") and qualified to perform public work pursuant to Labor Code section 1725.5 throughout the duration of the Project. Each Contractor and Subcontractor will be required to pay an initial set-up fee as well as an annual renewal fee to the DIR. The fee has initially been set at three hundred dollars (\$300.00) but is subject to change. For more information, and up to date requirements, Contractors are required to periodically review the DIR's website at <http://www.dir.ca.gov>. The Contractor shall provide proof that it, and all subcontractors of all tiers providing any work on the Project, are currently registered with DIR. If any subcontractor is not registered with DIR throughout the Project, Contractor may be required to replace said subcontractor at no cost or penalty to the District or the District may terminate this agreement for cause, as set forth below. Contractor shall be solely responsible for ensuring compliance with Labor Code section 1725.5 as well as any requirements implemented by DIR applicable to its services or its subcontractors throughout the term of the Agreement and in no event shall Contractor be granted increased payment from the District or any time extensions to complete the Project as a result of Contractor's efforts to maintain compliance with the Labor Code or any requirements implemented by the DIR. Failure to comply with these requirements shall be deemed a material breach of this Agreement and ground for termination for cause.

The Contractor and all subcontractors of any tiers shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. The District reserves the right to withhold contract payments if the District is notified, or determines as the result of its own investigation, that Contractor is in violation of any of the requirements set forth in Labor Code section 1720 et seq. at no penalty or cost to the District. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE). Strict compliance with Labor Code section 1720 et seq., including the certified payroll record requirements, is a

condition precedent to the District's obligation to process and pay any request for payment from the Contractor.

All subcontractors of any tier must be registered with DIR as set forth in Labor Code section 1725.5. If the Contractor names a Subcontractor who is not currently registered with DIR, the Contractor's bid may be rejected as non-responsive unless the Contractor addresses the registration, to the District's satisfaction, as set forth in Labor Code section 1771.1(c). Contractors and Subcontractors who apply to the DIR will be required to meet certain minimum qualifications to bid on any public works projects. These minimum requirements include: (i) workers compensation coverage, (ii) Contractors State License Board license (if applicable to the trade), (iii) no delinquent unpaid wage or penalty assessments owed to any employee or enforcement agency, (iv) no state or Federal debarment, and (v) no prior violations of this registration requirement (for a first violation in a 12 month period a Contractor or Subcontractor can still qualify by paying the applicable penalty). Each Contractor and Subcontractor should carefully review the DIR website for all applicable requirements to be eligible to bid on this Project and if needed should consult with an attorney. Contractor shall be solely responsible for complying with any and all requirements issued by the DIR throughout the Project and shall indemnify the District for any violation of the applicable DIR requirements

Each Contractor and Subcontractor is solely responsible for determining and meeting their obligations pursuant to California Labor Code sections 1776 and 1771.4 which require certified payroll records to be submitted on a monthly basis to the California Labor Commissioner. Each Contractor and Subcontractor should carefully review the DIR website for all applicable requirements related to certified payroll being required on this Project and if needed should consult with an attorney.

25. DIR Registration Verification. A form of DIR Registration Verification is included with the Contract Documents. Each Bidder shall submit the completed DIR Registration Verification Form executed by a duly authorized officer or employee of the Bidder with the Bidder's proposal for the Work; failure of a Bidder to do so will render the proposal non-responsive and rejected. The proposal of a Bidder who does not verify to all matters set forth in the form of DIR Registration Verification will be rejected for non-responsiveness.

26. Debarment. Submission of a signed bid proposal in response to this solicitation is certification that your firm (or any subcontractor) is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the District will be notified of any change in this status.

27. Tobacco-Free Policy. The successful bidder shall agree to enforce a tobacco-free work site.

28. Criminal Records Check. The successful bidder will be required to comply with the applicable requirements of Education Code Section 45125.1 with respect to fingerprinting of employees and must complete the District's Criminal Records Check Certification.

29. Lead. Pursuant to the Lead-Safe Schools Protection Act (Education Code Sections 32240, et seq.) and other applicable law, the successful bidder shall not use lead-based paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or the modernization or renovation of any existing school facility.

PARTICIPATION STATEMENT TO MEET DVBE, SBE, WBE, and/or MBE
PARTICIPATION GOALS

The Rancho Santiago Community College District has a participation goal for disabled veteran business enterprises (“DVBE”) and small business enterprises (“SBE”) of 3 percent, minority business enterprises (“MBE”) of 15 percent, and women business enterprises (“WBE”) of 5 percent, per year. Although it is not specifically required, you are encouraged to include DVBE, SBE, MBE, and/or WBE participation.

The undersigned, on behalf of _____ (“Bidder”), certifies the following:

- Bidder **is** a certified Disabled Veteran Business Enterprise
- Bidder is **not** a certified Disabled Veteran Business Enterprise

- Bidder **is** a certified Minority Business Enterprise
- Bidder is **not** certified Minority Business Enterprise

- Bidder **is** a certified Women Business Enterprise
- Bidder is **not** a certified Women Business Enterprise

- Bidder **is** a certified Small Business Enterprise
- Bidder is **not** a certified Small Business Enterprise

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

AFFIRMATIVE ACTION POLICY
DISTRICT AWARDS AND CONTRACTS

It is the policy of the Governing Board of the Rancho Santiago Community College District to require from any bidder, vendor, or contractor, prior to the awarding of a contract, an affidavit that such bidder, vendor, or contractor does comply with all Federal and State regulations pertaining to fair employment practices and will follow the affirmative action guidelines. Such certificate of compliance is to be required in all cases where the Rancho Santiago Community College District is legally required to advertise for bids prior to contract.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

STATEMENT OF COMPLIANCE
(to be submitted with the bid)

THIS IS TO CERTIFY that I have read the General Conditions, Information for Bidders, Special Conditions and Affirmative Action Policy of the Contract Documents of the Rancho Santiago Community College District and will comply therewith. It is further understood that where the term "Bidder" or "Contractor" and "Contract Documents" or "Project Documents" appears throughout the Contract Documents are hereby interchangeable.

(Name of Firm)

By _____
(Signature of Authorized Official)

Date _____

BID BOND

KNOW ALL PERSONS BY THESE PRESENT, that we _____
_____, as Principal, and _____ as
Surety, a California admitted surety insurer, are held and firmly bound unto the _____
DISTRICT, hereinafter called the DISTRICT, in the sum of _____ PERCENT (____%) OF THE TOTAL
AMOUNT OF THE BID of the Principal submitted to the said DISTRICT 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 jointly and
severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of this obligation is such that whereas the Principal has submitted the accompanying
bid _____ dated _____, 20____, _____ for

NOW, THEREFORE, if the 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 if the
Principal is awarded the contract, and shall within the period specified therefore, or, if no period be specified,
within five (5) working days after the notice of award of the contract, or as otherwise requested in writing by
the DISTRICT, enter into a written contract with the DISTRICT, in accordance with the bid as accepted and
give bonds with good and sufficient surety or sureties, as may be required for the faithful performance and
proper fulfillment of such contract and for the payment for labor and materials used for the performance of
the contract, furnish certificates and endorsements evidencing the required insurance is in effect and furnish
and deliver to the DISTRICT the Workers' Compensation Certificate, Drug-Free Work Place Certification,
the Criminal Records Check Certification, Contractor's Certificate Regarding Non-Asbestos Containing
Materials, and the Disabled Veteran Business Enterprises Certification, if applicable, then the above
obligation shall be void and of no effect, otherwise the bond amount shall be forfeited to the DISTRICT.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration
or addition to the terms of the contract or the call for bids, or to the work to be performed thereunder, 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 said contract
or the call for bids, or to the work, or to the specifications.

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

IN WITNESS HEREOF, the parties have executed this bond under their several seals this ___ day of _____, 20__, the name and corporate seal of each corporate party being hereto affixed and duly signed by its undersigned authorized representative.

(Corporate Seal of
Principal, if
Corporation)

Principal (Proper Name of Bidder)

By: _____
Signature

Print Name

Title

(Corporate Seal
of Surety)

Surety

(Attach Attorney-in-Fact Certificate
and Required Acknowledgements)

By: _____
Signature

Print Name

Title

Address

Telephone No.

Facsimile No.

AGREEMENT

THIS AGREEMENT is hereby entered into between the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as the DISTRICT, and

Contractor

Mailing Address, City, State, Zip Code

hereinafter referred to as CONTRACTOR.

WHEREAS, the DISTRICT is authorized to contract with a CONTRACTOR to provide Elevator Repair and Preventative Maintenance Service.

WHEREAS, the CONTRACTOR is specially experienced, and competent to provide Elevator Repair and Preventative Maintenance Service in accordance with all of the terms, conditions and pricing as set forth in Bid #1259.

IT IS THEREFORE AGREED AS FOLLOWS:

The DISTRICT hereby retains and employs the CONTRACTOR upon the terms and conditions hereinafter set forth, and the CONTRACTOR hereby accepts said terms, conditions and agrees to provide Elevator Repair and Preventative Maintenance Service as hereinafter mentioned as the successful bidder in accordance with the said terms and conditions as set forth in Bid #1259.

1. The CONTRACTOR shall commence providing Elevator Repair and Preventative Maintenance Service under this Agreement on July 1, 2015, and will diligently perform as required and complete performance by June 30, 2018. The District has the option to renew this agreement on an annual or monthly basis up to two (2) additional years.
2. The DISTRICT shall pay the CONTRACTOR monthly payments in accordance with the general conditions of the bid.
3. The CONTRACTOR shall assume all expenses incurred by him/her in connection with the performance of this Agreement, and the DISTRICT shall not be responsible for payment of any expenses incurred in connection with the project.
4. While engaged in carrying out and complying with any of the terms and conditions of this Agreement, the CONTRACTOR is not an officer, agent, or employee of the DISTRICT.
5. CONTRACTOR shall defend, indemnify and hold harmless District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Section.

Furthermore, CONTRACTOR agrees to and does hereby defend, indemnify and hold harmless District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every

liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.

(c) Any dispute between Contractor and Contractor's subcontractors/supplies/ Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

CONTRACTOR, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The CONTRACTOR's and Subcontractors' obligation to defend, indemnify and hold harmless the Owner, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

6. The CONTRACTOR shall maintain and keep in force during the term of the Agreement, the insurance coverage set forth in the bid. CONTRACTOR agrees to provide all evidence of coverage required by the DISTRICT including certificate of insurance and endorsement naming the DISTRICT as additional insured followed with a written endorsement.
7. The CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances including workers' compensation.
8. The CONTRACTOR and all subcontractors of any tiers shall remain in compliance with the Department of Industrial Relations (DIR) contractor registration and requirements at all time during the performance of this work pursuant to Labor Code §1725.5.
9. The CONTRACTOR and its subcontractor shall furnish certified payroll records (CPR's) as required pursuant to Labor Code Section §1771.4 and 1776 directly to the Labor Commissioner in the required format on a monthly basis throughout the duration of the agreement including renewals.

- 10. The CONTRACTOR and all subcontractors shall comply with the Prevailing Wage Rate requirements pursuant to Labor Code §1770 et seq.
- 11. This agreement may not be assigned without the written consent of the DISTRICT.
- 12. It is mutually understood that either party may terminate the Agreement in whole or any part for any reason upon thirty (30) days' written notice without penalty.

IN WITNESS WHEREOF, said parties have executed this Agreement as of the date and year first above written.

ENTERED INTO THIS AGREEMENT:

FOR THE CONTRACTOR:

RANCHO SANTIAGO
 COMMUNITY COLLEGE DISTRICT
 Santa Ana, California

By: _____
 Signature

By: _____
 Peter J. Hardash
 Vice Chancellor of Business Operations/Fiscal Svcs

 Printed Name

 Date

 Printed Title

 Date

BID FORM

Name of Bidder: _____

To: Rancho Santiago Community College District, acting by and through its Governing Board, herein called the "DISTRICT."

1. The undersigned Bidder, having become familiarized with all the following documents including but not limited to the Notice Calling for Bids, Information for Bidders, Affirmative Action Policy, Statement of Compliance, Bid Form, Bid Security, Designation of Subcontractors, Information Required of Bidder, Verification of Contractor and Subcontractor's DIR Registration, Noncollusion Declaration, Workers' Compensation Certificate, Agreement, Drug-Free Workplace Certification, Criminal Record Check Certification, District Insurance requirements, W-9 Certification, General Condition/Specifications, and all modifications, addenda and amendments, if any (hereinafter Project Documents), the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Project Documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

Project: Elevator Repair and Preventative Maintenance Service

Project No.: Bid #1259

all in strict conformity with the Project Documents on file at the office of the Director of Purchasing Services of said DISTRICT for the sum **SEE ATTACHED PRICING SHEET ON PAGE 5 OF THE BID FORM** (\$ N/A)

Each individual bid term shall be determined from visiting the work site, reviewing the drawings, if any, and specifications and all portions of the Project Documents, and shall include all items necessary to complete the work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Project, and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work, and the furnishing of tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform and complete the work, all as per the requirements of the Project Documents, whether or not expressly listed or designated.

2. It is understood that the DISTRICT reserves the right to reject any or all bids to accept or reject any one or more items of a bid to increase or decrease quantities or to delete items entirely or to award items separately or on any combination or to waive any irregularities or informalities in any bids or in the bidding process whichever is in the best interest of the DISTRICT. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. The required bid security is attached.

4. The required list(s) of proposed subcontractors is attached hereto, and the undersigned represents and warrants that such list(s) is complete and in compliance with the Subletting and Subcontracting Fair Practices Act. Public Contract Code Sections 4100, et seq.

5. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the DISTRICT the Agreement and will also furnish and deliver to the DISTRICT certificates and endorsements of insurance, the Workers' Compensation Certificate, Drug-Free Work Place Certification, Criminal Record Check Certification, Withholding Exemption Certification (590) and W-9 Certification, within five (5) working days of the notice of award of the contract, or as otherwise requested in writing by the DISTRICT. It is understood that should bidder fail or refuse to return these documents as required by the DISTRICT, the bid security shall be forfeited to the

DISTRICT. The bidder further agrees that the work shall be commenced by the bidder, if awarded the contract, on the date specified in the DISTRICT's Notice to Proceed, and shall be completed by the bidder in the time specified by the DISTRICT.

6. Communications conveying notice of award of the contract, requests for additional information or other correspondence should be addressed to the bidder at the address stated below.

7. The name(s) of all persons interested in the bid as principals are as follows:

8. In submitting this bid, the bidder offers and agrees that if the bid is accepted, it will assign to DISTRICT all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700, et seq.) arising from purchases of goods, materials, or services by the bidder for sale to the DISTRICT pursuant to the bid. Such assignment shall be made and become effective at the time the DISTRICT tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4450, 4451 and 4552).

9. The undersigned hereby warrants that the bidder has an appropriate license, Class C-11, at the time of the bid opening, that such license entitles bidder to provide the work, that such license will be in full force and effect throughout the duration of performance of this Project. Bidder shall be nonresponsive if the Bidder is not licensed as required by the DISTRICT at the time of the bid opening. Any and all subcontractors to be employed by the undersigned shall have appropriate licenses at the time of the bid opening.

10. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend the DISTRICT against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

11. It is understood and agreed that if requested by the DISTRICT, the bidder shall furnish a notarized financial statement, references, and other information required by the DISTRICT sufficiently comprehensive to permit an appraisal of bidder's ability to perform the Project.

12. The required noncollusion declaration is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed will render the bidder automatically nonresponsive.

13. The Information Required of Bidder form has been fully completed and is attached hereto.

The undersigned hereby declares that all of the representations of this bid are made under penalty of perjury under the laws of the State of California.

Individual Name: _____

Signed by: _____

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Partnership Name: _____
Signed by: _____
Print Name: _____
Date: _____
Business Address: _____

Telephone: _____
Other Partner(s): _____

Corporation Name: _____
(a _____ Corporation¹)
Business Address: _____

Telephone: _____
Signed by: _____, President, Date: _____
Print Name: _____, President
Signed by: _____, Secretary, Date: _____
Print Name: _____, Secretary
[Seal]

Joint Venturer Name: _____
Signed by: _____, Joint Venturer
Print Name: _____
Date: _____
Business Address: _____

Telephone: _____

Other Parties to *If an individual*: _____

Joint Venture: (Name)
Signed by: _____
Print Name: _____
Date: _____
Doing Business as: _____;
Business Address: _____

Telephone: _____

If a Partnership: _____

(Name)

Signed by: _____, Partner

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

If a Corporation: _____

(a _____ Corporation)

Signed By: _____ Date: _____

Print Name: _____

Title: _____

Date: _____

Business Address: _____

Telephone: _____

A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so.

BID FORM
ELEVATOR REPAIR AND MAINTENANCE
SERVICE PRICING SHEET

SITES	MONTHLY COST	A. ANNUAL COST (YR 1)	MONTHLY COST	B. ANNUAL COST (YR 2)	MONTHLY COST	C. ANNUAL COST (YR 3)
SANTA ANA COLLEGE	\$	\$	\$	\$	\$	\$
DIGITAL MEDIA CENTER	\$	\$	\$	\$	\$	\$
SANTIAGO CANYON COLLEGE	\$	\$	\$	\$	\$	\$
DISTRICT OFFICE	\$	\$	\$	\$	\$	\$

TOTAL BID PRICE FOR THREE YEARS (Columns A + B + C)	\$ _____
VOLUME DISCOUNT (OPTIONAL) ONLY TO BE APPLIED IF THE ENTIRE BID IS AWARDED TO A SINGLE BIDDER.	_____ %
EXTRA PARTS/MATERIALS (% MARK-UP OVER DIRECT COST) _____%	
EXTRA LABOR:	
Hourly Rate For: Regular Business Hours \$_____/Hr.	Hourly Rate For: Overtime Hours (Monday through Friday) \$_____/Hr.
	Hourly Rate Overtime Hours (Saturday, Sunday & Holidays) \$_____/Hr.

NOTE: THE DISTRICT HAS THE OPTION OF AWARDING ONE, TWO, THREE OR ALL FOUR SITES TO A SINGLE BIDDER OR MULTIPLE BIDDERS. THE DECISION WILL BE BASED ON WHAT IS IN THE BEST INTEREST OF THE DISTRICT.

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 et. seq.) and any amendments thereof, each bidder shall set forth below: (a) the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the bidder (prime contractor) in or about the construction of the work or improvement to be performed under this contract or a subcontractor licensed by the State of California who, under subcontract to the bidder (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 bidder's (prime contractor's) total bid and (b) the portion of the work which will be done by each subcontractor. The bidder (prime contractor) shall list only one subcontractor for each such portion as is defined by the bidder (prime contractor) in this bid.

If a bidder (prime contractor) fails to specify a subcontractor or if a bidder (prime contractor) specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the bidder's (prime contractor's) total bid, bidder shall be deemed to have agreed that bidder is fully qualified to perform that portion, and that bidder alone shall perform that portion. Violation of this requirement (including the procurement of a subcontractor for the Project if no subcontractor is specified) can result in the DISTRICT invoking the remedies of Public Contract Code Sections 4110 and 4111.

All subcontractors working on the Project must be registered with the Department of Industrial Relations (DIR) and qualified to perform public work pursuant to Labor Code section 1725.5 throughout the duration of the Project. If requested, the Contractor shall provide proof that all subcontractors hired by Contractor to provide any work on the Project are currently registered with DIR. If Contractor hires any subcontractor who is not registered with DIR throughout the Project, Contractor may be required to replace said subcontractor at no cost or penalty to the District with a subcontractor that is registered with DIR. In the event of such replacement, Contractor shall meet the requirements set forth herein and all regulations applicable to subcontractor work. Contractor shall be solely responsible for ensuring compliance with Labor Code section 1725.5 as well as any requirement implemented by DIR applicable to its subcontractors throughout the term of the Agreement and in no event shall Contractor be granted increased payment from the District or any time extensions to complete the Project as a result of Contractor's efforts to maintain compliance with the Labor Code or any requirements implemented by the DIR with respect to its subcontractors. Failure to comply with these requirements shall be deemed a material breach of this Agreement and ground for termination for cause. Contractor shall also ensure all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the DIR or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. The District reserves the right to withhold contract payments from Contractor if the District is notified, or determines as the result of its own investigation, that any of the subcontractors are in violation of any of the requirements set forth in Labor Code section 1720 et seq. at no penalty or cost to the District.

No bidder (prime contractor) whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow it to be performed by any one other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the bidder's (prime contractor's) total bid as to which the original bid did not designate a

subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the bidder's (prime contractor's) total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, only after a finding reduced to writing as a public record of the DISTRICT awarding this contract setting forth the facts constituting the emergency or necessity.

Note: If alternate bids are called for and bidder intends to use a different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such alternate. Identify additional list of subcontractors by Alternate Bid No. _____.

Type of trade, labor, or service	Name, DIR Registration # & License # of Subcontractor License Expiration Date (Indicate if a Disabled Veteran Business Enterprise)	Complete Address (Name of City Not Sufficient) and Telephone Number
_____	Name: _____ DIR #: _____ License #: _____ Expiration Date: _____	Address: _____ _____ Phone: _____
_____	Name: _____ DIR #: _____ License #: _____ Expiration Date: _____	Address: _____ _____ Phone : _____
_____	Name: _____ DIR #: _____ License #: _____ Expiration Date: _____	Address: _____ _____ Phone : _____
_____	Name: _____ DIR #: _____ License #: _____ Expiration Date: _____	Address: _____ _____ Phone : _____

Bidder agrees that within twenty-four (24) hours of bid opening, Bidder shall provide the DISTRICT with the license number (if applicable), expiration date of license, complete address and telephone number of each listed subcontractor if such information is not available at the time of the bid opening.

Dated: _____

(Name of Bidder)

By: _____

(Signature of Bidder)

Print Name: _____

Address: _____

Telephone Number: _____

INFORMATION REQUIRED OF BIDDER

The Bidder shall furnish all the following information. Bidder shall carefully read and answer all questions to ensure completeness and accuracy. Failure to comply with this requirement may cause rejection of the bid. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the bidder and any of its owners, officers, directors, shareholders, principals, responsible managing officer (RMO) or responsible managing employee (RME). DISTRICT has discretion to request additional information depending on the Project.

(1) Bidder name and address (Post Office Box Number not sufficient):

(2) Telephone: _____ Fax No.: _____
Email: _____

(3) Individual ___ Partnership ___ Corporation ___ Joint Venture ___ (check one)

(4) Bidder's License No. _____ Class: _____ License
Expiration Date _____
Name of License holder _____

(5) DIR (Department of Industrial Relations) Registration No. _____

(6) Have you ever been licensed under a different name or different license number?
Yes ___ No ___ If "Yes," give name and license number.

(7) Names and titles of all your owners, officers, principals, responsible managing officers and responsible managing employees:

Name	Title
_____	_____
_____	_____
_____	_____
_____	_____

(8) Number of years as a contractor in this type of service work: _____

(9) Person who inspected site of proposed work:

Name and Title: _____

Date of Inspection: _____

(10) Number of vehicle in service:

(11) Location of nearest parts inventory warehouse:

(12) Location of nearest service dispatch center:

(13) Has your firm or any of its principals defaulted so as to cause a loss to a surety? Response must include information pertaining to principals' association outside of the firm bidding this service. _____ if the answer is "Yes", give dates, names and address of surety and details.

(14) Have you or any of your principals been assessed damages for any services in the past three years? Response must include information pertaining to principals' association outside of the firm bidding this Project. _____ If Yes, explain:

(15) Have you or any of your principals been in litigation or arbitration or dispute of any kind on a question or questions relating to a public service contract during the past three years? Response must include

information pertaining to principals' association outside of the firm bidding this Project. _____ If Yes, provide name of public agency and details of the dispute.

- (16) Have you or any of your principals ever failed to complete a service contract in the last three years? Response must include information pertaining to principals' association outside of the firm bidding this Project. _____ If so, give owner's name and details:

- (17) Do you now or have you ever had any direct or indirect business, financial or other connection with any official, employee or consultant of the District? Yes ___ No ___ If so, please elaborate.

- (18) Additional information required:

- (19) List of References – Public Service Contracts of similar nature preferably in a school/community college/university within the last three (3) consecutive years. DISTRICT has discretion to require more than three references.

a. Name: _____

Address and Telephone: _____

Contact Person: _____

Type of Service: _____

Dates of commencement and completion of Service Contract:

Contract Amount: _____

b. Name: _____

Address and Telephone: _____

Contact Person: _____

Type of Service: _____

Dates of commencement and completion of Service Contract:

Contract Amount: _____

c. Name: _____

Address and Telephone: _____

Contact Person: _____

Type of Service: _____

Dates of commencement and completion of Service Contract:

Contract Amount: _____

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing responses to the Information Required of Bidder are true and correct. Executed this ____ day of _____, 20__, at _____, state of _____.

City, County

Signature

Title

Print Name

Date

NON-COLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Signature

Print Name

PAYMENT BOND

(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "CONTRACTOR"), an agreement for the work described as follows: _____ (hereinafter referred to as the "Public Work"); and

WHEREAS, said CONTRACTOR is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code Section 9550;

NOW, THEREFORE, We, _____, the undersigned CONTRACTOR, as Principal; and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Rancho Santiago Community College DISTRICT and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code Section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of _____ Dollars (\$_____), such sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code Section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Section 9550 et seq.

This bond shall inure to the benefit of any person named in Civil Code Section 9100 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, Plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment

therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the CONTRACTOR or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code Section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

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

PRINCIPAL/CONTRACTOR:

By: _____

SURETY:

By: _____

Attorney-in-Fact

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for service for service of process in California)

Telephone: _____

Telephone: _____

STATE OF CALIFORNIA)
)
COUNTY OF)

ss.

On _____ before me, _____, a Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument as the Attorney-in-Fact of the _____ (Surety) and acknowledged to me that he/she/they subscribed the name of the _____ (Surety) thereto and his own name as Attorney-in-Fact on the executed instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public in and for said State

(SEAL)

Commission expires: _____

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

PERFORMANCE BOND
(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "CONTRACTOR"), an agreement for the work described as follows: _____ (hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the CONTRACTOR is more particularly set forth in that certain contract for said Public Work dated _____, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the CONTRACTOR is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, _____, the undersigned CONTRACTOR, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Rancho Santiago Community College DISTRICT in the sum of _____ Dollars (\$_____), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded CONTRACTOR, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of

any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligee to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly take over and complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligee as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages; or, at Obligee's sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligee of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligee under the Contract and any modifications thereto, less the amount previously paid by the Obligee to the Principal, less any withholdings by the Obligee allowed under the Contract. Obligee shall not be required or obligated to accept a tender of a completion contractor from the Surety.

Surety expressly agrees that the Obligee may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligee, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Obligee and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Surety shall remain responsible and liable for all patent and latent defects that arise out of or relate to the CONTRACTOR's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the CONTRACTOR remains.

CONTRACTOR and Surety agree that if the Obligee is required to engage the services of an attorney in connection with enforcement of the bond, CONTRACTOR and Surety shall pay Obligee's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

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 reasonable attorneys' fees to be fixed by the Court.

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

PRINCIPAL/CONTRACTOR:

By: _____

SURETY:

By: _____

Attorney-in-Fact

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged: \$_____ (This must be filled in by a corporate surety).

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for service for service of process in California)

Telephone: _____

Telephone: _____

STATE OF CALIFORNIA)
)
COUNTY OF)

ss.

On _____, before me, _____, a Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument as the Attorney-in-Fact of the _____ (Surety) and acknowledged to me that he/she/they subscribed the name of the _____ (Surety) thereto and his own name as Attorney-in-Fact on the executed instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public in and for said State

(SEAL)

Commission expires: _____

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

DISTRICT INSURANCE REQUIREMENTS

It is required that every vendor and contractor working for the Rancho Santiago Community College District meet the following insurance requirements. The vendor and contractor will be required to file with the District certificates of such insurance and endorsements. Failure to furnish such evidence will be considered default of the vendor and contractor.

The Rancho Santiago Community College District shall be named as an *additional insured* on the Commercial General Liability and Comprehensive Automobile Liability policies, **documented by a written endorsement**, and the policy must carry a *30-day* cancellation clause.

Prior to commencing work, and continuing during the life of the project, vendor and contractor shall take out, and require all subcontractors, if any, to take out and maintain:

I. Commercial General Liability

Each vendor and contractor shall supply a Certificate of Insurance showing evidence of Commercial General Liability coverage with a limit of at least \$1,000,000 combined single limit per occurrence. The insurance shall be primary and non-contributory.

II. Workers' Compensation and Employers Liability

Each vendor and contractor shall supply a Certificate of Insurance showing Workers' Compensation and Employers Liability. The Employers Liability limits shall be at least \$1,000,000 each item. **The vendor/contractor shall provide a waiver of subrogation.**

III. Automotive Liability

Each vendor and contractor shall supply a Certificate of Insurance showing Commercial Automobile liability coverage in an amount no less than \$1,000,000 combined single limit for all owned, non-owned and hired vehicles. **Commercial bus vendors must show evidence of limits of at least \$5,000,000.**

IV. Professional Liability

If the vendor is a licensed architect, engineer, designer or other "professional", a Certificate of Insurance shall be supplied showing Errors and Omissions coverage in an amount not less than **\$5,000,000 per claim, \$5,000,000 aggregate.**

V. Umbrella or Excess Liability

If the vendor's and contractor's primary or underlying limits of coverage **do not meet the requirements** outlined above, additional limits of coverage may be provided by an umbrella policy or an excess liability policy. Endorsements to the umbrella or excess policy which limit or exclude coverage must be attached to the certificate of insurance

VI. Additional Requirements

The insurers for all coverage lines shall have a minimum A.M. Best's rating of A, VII and be admitted in California. This can be amended by separate agreement by RSCCD.

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700.

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

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

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

Name of the Contractor

By: _____

Signature

Print Name

Title

Date

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) establishing a drug-free awareness program to inform employees about all of the following:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) the availability of drug counseling, rehabilitation and employee-assistance programs;
 - 4) the penalties that may be imposed upon employees for drug abuse violations;
- c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350, et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

NAME OF CONTRACTOR

Signature

Print Name

Title

Date

CERTIFICATION BY CONTRACTOR
CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102

To the Board of Trustees of Rancho Santiago Community College District:

I, _____ certify that:

Name of Contractor

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Records Checks (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the District, my employees may have contact with students of the District.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

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

Executed at _____, California on _____.
Date

Signature

Typed or Printed name

Title

Address

Telephone

**NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK
(EDUCATION CODE SECTION 45125.1)**

Education Code Section 45125.1 provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code Section 667.5(c) lists the following "violent" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person's genital or anal openings by foreign or unknown objects against the victim's will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following "serious" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a noninmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

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.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 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 generally 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following persons must give 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:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

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, payments made in settlement of payment card and third party network transactions, 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 *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

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

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. 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 line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 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 U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

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

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

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

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 this page), 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 SSA 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 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, apply for a TIN and 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 U.S. 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, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 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 made in settlement of payment card and third party network transactions, 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) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. 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
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

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 "Business name/disregarded entity" 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 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

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, 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.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

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 property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit 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 (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and 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. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

GENERAL CONDITIONS/SPECIFICATIONS

1.0 BACKGROUND

1.1 Rancho Santiago Community College District has twenty-eight (28) hydraulic elevators plus one (1) dumbwaiter and one (1) wheelchair lift. These have been maintained by GMS Elevator Services, Inc., for the past five years. Being in an educational environment which services the public, it is of the utmost importance that these units be on a repair and preventative maintenance service contract executed by skilled and experienced mechanics and adjusters trained on this specific equipment. Please refer to the list of equipment for a complete list of elevators, dumbwaiter and wheelchair locations.

2.0 BID SUBMISSION

2.1 Bids are due back on Thursday, April 30, 2015 at 2:00 p.m. and shall be returned in a sealed envelope, clearly labeled with the name of the bidder, bid name and bid number to Rancho Santiago Community College District - Purchasing Department, Room 109, located at 2323 N. Broadway, Santa Ana, CA 92706. Bids will not be accepted after the date and time specified. The District is not responsible for late or misdirected bids. Bids received after the date and time will be considered non-responsive and returned unopened. Faxes and emails will not be accepted.

2.2 Bid form and all other project documents that require signature must be signed by an authorized company representative. An unsigned bid form shall be deemed non-responsive and shall be rejected.

3.0 MANDATORY PRE-BID CONFERENCE

3.1 All bidders are required to attend the mandatory pre-bid conference and job walk at both sites scheduled for Thursday, April 17, 2015 at 8:30 a.m. at Santa Ana College, 1530 W. 17th St., 2nd Floor, Room S-215, Santa Ana, CA 92706. Free parking will be available in parking lot #3 in front of the Administration "S" building. Bid proposals will be accepted only from bidders who attended the entire pre-bid conference and job walk.

4.0 EXAMINATION OF EQUIPMENT

4.1 The Contractor shall make a thorough examination of all sites and all equipment listed. It is the responsibility of the Contractor to become thoroughly familiar with the bid requirements and accept all existing conditions "as is" prior to submission of their bid proposal. Examination of the equipment will begin immediately after the pre-bid conference at the times and locations listed below. (See Appendix "A" for site maps.)

Site Location	Bldg & Rm #	Date	Time	Site Managers
Santa Ana College 1530 W. 17 th St, Santa Ana, CA 92706	Administration Building S215	4-17-15	8:30 AM	Mark Wheeler (714) 564-6128
Santiago Canyon College 8045 E. Chapman Ave, Orange, CA 92869	Flag Poles Between Building E & L	4-17-15	*See Below	Arleen Satele (714) 628-4717
Digital Media Ctr. 1300 S. Bristol St, Santa Ana, CA 92704	Main Lobby	**See Below	**See Below	Gus Chamorro (714) 241-5810
District Office 2323 N. Broadway, Santa Ana, CA 92706	Main Lobby	**See Below	**See Below	Tracey Conner- Crabbe (714) 480-7371

***Starts approximately 30 minutes after conclusion of previous job walk location.**

****There will be no job walk conducted at the Digital Media Center and the District Office; however, the contractors are responsible for examining the elevators at both locations prior to bid submission.**

5.0 CLARIFICATION/COMMUNICATIONS

5.1 Questions regarding the bid, or the intent thereof, or any discrepancies, omissions or inconsistencies in the contract documents shall be submitted in writing via fax, email, US mail, or private courier service to:

Tracey Conner-Crabbe
Rancho Santiago Community College District
2323 N. Broadway, Room 109
Santa Ana, CA 92706
Phone: (714) 480-7371
Fax: (714) 796-3907
conner_tracey@rscdd.edu

6.0 INTERPRETATIONS, CLARIFICATIONS OR MODIFICATIONS

- 6.1 No oral interpretations, clarifications, or modifications to the contract documents are authorized on behalf of the District, and bidders shall not rely upon any such oral interpretation, clarifications, or modification of the bid. The District expressly reserves the right to modify or amend the work or any portion or the bid by Addendum duly issued to all bidders.
- 6.2 The District will respond in writing to inquiries submitted in the conformity with the foregoing. Inquiries must be received five (5) working days prior to the due date specified in this bid. The District will not respond to inquiries submitted after that time.
- 6.3 Failure to provide such questions before this deadline relieves the District of any and all responsibility to take corrective action(s) and the matter in question will not be considered, nor will the matter be allowable as grounds for a protest of the bid award.

7.0 DEFINITION OF TERMS

- 7.1 The term “Bidder” or “Contractor”, “Contract Document” or “Project Document”, and “Contract” or “Agreement” appears throughout this bid document are hereby interchangeable.

8.0 BID STRUCTURE

- 8.1 To expedite and simplify the bid evaluation and to ensure each bid receives the same orderly review; all bids shall adhere to the format provided. Bids shall contain all elements of the information without exception. Place your amounts only on the form provided. To do otherwise may result in your bid being non-responsive.

9.0 BID DOCUMENTS

- 9.1 The following bid documents must be included in your proposal:

- Bid Security (i.e., Bid Bond, Cashier’s check or Certified check)
- Verification of Contractor and Subcontractors’ DIR Registration
- Statement of Compliance
- Non-Collusion Declaration
- Designation of Subcontractors
- Information Required of Bidder
- Sample Service Log Sheet
- Bid Form – Unsigned bids shall be deemed non-responsive

9.2 After the bid award, the successful bidder(s) shall execute and return to the District within (5) business days after the notification of the award, the following bid documents:

- Agreement
- Payment & Performance Bond
- Drug-Free Workplace Certification
- Criminal Record Check Certification
- Certificate of Workers' Compensation Insurance
- Certificate(s) of Insurance
- W-9 Form

10.0 TERM

10.1 The term of this contract shall be for three years from July 1, 2015 to June 30, 2018. The term may be extended for up to two one-year terms upon mutual agreement from both parties. The decision for extension of the term will be based on service level and price. The Contractor shall provide a new price schedule for each term extension by March 1.

11.0 PRICING

11.1 The bid is to be broken down on an equal monthly basis for the term of the contract. The total value of the bid is to be the base monthly rate times the twelve months. A purchase order will be issued at the beginning of each fiscal year (July 1), to cover the service for that year. The Contractor shall provide an hourly rate for extra services and an overtime rate for callback service. This rate shall not be adjusted more than once per year and shall not be raised by a percentage higher than the posted prevailing wage for the trade used.

12.0 INVOICING

12.1 Invoicing is to be on a monthly basis. Invoices are to be sent at the end of the month indicating the services were performed to the Accounts Payable Department, 2323 N. Broadway, 4th Floor, Santa Ana, CA 92706.

12.2 The invoice is to include the purchase order number, the service month covered and the monthly base contract amount. Extra work approved in advance may be listed on the same invoice but itemized separately.

13.0 DISTRICT RIGHTS

13.1 The Board of Trustees reserves the right to reject any or all bids, to accept or reject any one or more items of the bid, to decrease or increase quantities or to delete items entirely, or to award in any combination; or to waive any irregularities or informalities in the bids or in the bidding whichever is the best interest of the District.

13.2 The District has the option of awarding one, two, three or all four sites to a single or multiple bidders. The decision will be based on what is in the best interest of the District.

14.0 TERMINATION

14.1 Either party may terminate the contract in whole or any part with or without cause with thirty (30) days advance written notice.

15.0 SCOPE OF WORK

15.1 The work to be performed by the Contractor shall consist of maintaining the elevators owned and operated by the District in strict accordance with applicable codes, laws, rules, regulations and ordinances and per the manufacturer's specifications. In the terms of these specifications, maintain

means to inspect, adjust, clean, lubricate, and perform fire key testing on a monthly basis, perform annual fire service test, **all** pressure tests i.e., pressure relief test, door pressure test, and annual no-load test when state mandates, repair and/or replace all worn parts, components, and defective parts. Any work not specifically mentioned but which is needed to make the maintenance complete within the intent of this contract, shall be performed without additional cost.

16.0 QUALITY ASSURANCE

16.1 Use adequate numbers of skilled technicians who are thoroughly trained and experienced in the elevator trade and who are completely familiar with these specifications and those of the manufacturer's requirements for proper maintenance of the elevators. All technicians are to conduct themselves in a courteous manner at all times. If there is any report of rude or inappropriate behavior, the technicians will be asked to leave the property without expense to the District.

17.0 PERSONNEL

17.1 In the event that the District becomes dissatisfied with the performance of any person(s) assigned to perform services under this agreement, Contractor agrees upon request from District, to assign other qualified personnel to perform these services.

17.2 Contractor's service personnel shall wear uniforms which bear Contractor's name or other appropriate symbol which identifies them as employees of the Contractor and such uniforms shall be clean and in good condition.

18.0 PARTS/COMPONENTS/OBSOLESCENCE

18.1 Use only **new** products when replacement parts are required. Replacement parts are to be similar type, design, function, size and quality of the part being replaced. They are to be installed and fit in a neat and workmanship manner matching in quality to the original part. Replacement parts are to be covered in this contract and included in the base bid.

18.2 Obsolete parts and/or components that are no longer available, the Contractor is to notify the District to discuss the situation on a case-by-case basis. When this occurs, the cost of replacement parts of a different design or upgrade components shall be reviewed and approved by the District prior to work being done and billed separately.

19.0 SERVICE

19.1 Inspection and maintenance services are to be done on each elevator **at least once per month** including the dumbwaiter and **twice per year** for the wheelchair porch list. The service technician is to sign-in and sign-out at each and every visit with the office personnel to advise them of the purpose and locations of the work being performed. Keys to secured areas will be issued at that time. The technician is to sign-out with the office personnel before leaving. At the time of signing-out, the technician is to return the keys and advise the staff of the status of the elevators that were serviced.

20.0 PROOF OF SERVICE

20.1 At each visit, the service technician is to leave a service ticket with the office personnel. The ticket is to clearly list the elevators worked on, the services performed, the condition of the elevator when leaving, the date of the service, and the technician's name. This proof of service ticket will be used to approve invoices. If we do not have a proof of service ticket to cover the work invoiced, the invoice will not be approved for payment.

21.0 ACCESS

21.1 The Contractor may bring service vehicles on the site near the elevators to perform their work. The vehicles shall be clearly marked with the name of the service company to identify who they are. The driver of these vehicles must clearly understand that pedestrians on the site always have the right-of-way. The vehicle is not to travel faster than 5mph when they are on the site. The vehicles shall not leak fluid or otherwise stain or cause damage to the site. The Contractor will be responsible for cleaning, repairing or replacing any property damaged by one of their vehicles.

22.0 HOURS OF OPERATION

22.1 The hours of operation for all sites are from 8:00 am to 5:00 pm, Monday through Friday. The Contractor is to schedule the work within these operating hours.

23.0 TOOLS AND EQUIPMENT

23.1 The Contractor is to provide all tools, equipment and materials necessary to perform the work. All tools are to be in good operating condition and are to be used as intended. Any unsafe tool or piece of equipment observed in use at the site will have to be removed at the request of the District at no additional expense to the District. The Contractor is not to use District tools or equipment.

24.0 SAFETY

24.1 During the process of this work, safety will be of the utmost importance. At all times, the Contractor shall safeguard persons and property during process of the work by providing barricades and signs, if appropriate. Established elevator industry safety policies and procedures will be adhered to at all times. Provide a copy of safety program.

25.0 DEBRIS

25.1 All debris resulting from all work shall be properly removed by the Contractor. Debris such as used hydraulic oil, wiping rags, empty oil cans, trash from pits, etc. will be put in suitable containers and removed by the Contractor. Use of District's waste containers is unacceptable and will not be tolerated.

26.0 SITES SERVICED

26.1 Santa Ana College, 1530 W. 17th St., Santa Ana, CA 92706-3902
Contact: Mark Wheeler (714) 564-6128

26.2 Digital Media Center, 1300 S. Bristol St., Santa Ana, CA 92704-3424
Contact: Gus Chamorro (714) 241-5810

26.3 Santiago Canyon College, 8045 E. Chapman Ave., Orange, CA 92869-4512
Contact: Arleen Satele (714) 628-4717

26.4 District Office, 2323 N. Broadway, Santa Ana, CA 92706-1640
Contact: Alex Oviedo (714) 480-7517

27.0 WORK INCLUDED (to be included in the base bid)

27.1 The Contractor shall maintain the elevator equipment in a safe, operable condition in accordance with all applicable codes, laws and ordinances as well as with manufacturer's recommended service levels and methods.

27.2 The Contractor shall examine, adjust, lubricate and clean the equipment and perform fire key testing on a monthly basis.

- 27.3 If conditions warrant, unless specifically excluded elsewhere in these specifications, the Contractor shall repair or replace the following: elevator pump, motor, plunger, plunger packing, drive belts, strainers, valves, seals, regulators, controllers including relays, contacts, timers, coils, magnet frames and control wiring.
- 27.4 The Contractor shall also maintain and replace as needed the control panel (both interior and exterior), all indicator and lighting lamps, emergency light units, buttons, switches, batteries, pit return pumps and other control components.
- 27.5 The Contractor agrees to repair and/or replace, hoist cables, traveling cable, car guide shoes, gibs and/or rollers necessary to insure smooth and quiet operation.
- 27.6 The Contractor is to keep the guide rails properly lubricated.
- 27.7 The Contractor shall also examine, lubricate, adjust, repair or replace door operators, car door hangers, car door contacts, and door protective devices.
- 27.8 The Contractor is to make immediate corrections called for by inspection reports made by state inspectors for work covered by these specifications.
- 27.9 The Contractor shall also include in the base price the monthly operation and documentation of the maintenance of firefighter's service as called for in Rule 1206.7.
- 27.10 The Contractor is responsible to conduct annual fire service test, **all** pressure tests i.e., pressure relief tests, door pressure test, and annual no-load tests as mandated by the State.

28.0 WORK EXCLUDED

- 28.1 The Contractor assumes no responsibility for the following items of elevator equipment: refinishing, repairing or replacement of car enclosure, gates or doors, hoist way enclosure, hoist way doors, door frames and sills, hoist way gates, finished flooring, power feeders, switches, wiring and fuses, hydraulic cylinder, or underground piping.
- 28.2 The Contractor assumes no responsibility for elevators breaking down due to vandalism, negligence, misuse or act of nature.
- 28.3 The Contractor assumes no responsibility for repairing, replacing and programming phone devices and/or card reader devices.

29.0 FIVE-YEAR FULL LOAD TEST

- 29.1 The 5-year load test is not part of the scope of work and shall not be part of the base bid. However, the contractor shall plan to perform the tests when state mandated tests are required or upon request by the District. This service shall be billed separately.

30.0 OVERTIME

- 30.1 If the District should require, at any time, examinations, adjustments, or repairs to be made on an overtime basis, the Contractor will absorb the regular time portion of each overtime hour worked. The District will be charged only for the difference between Contractor's regular hourly billing rate and the overtime hourly rate.

31.0 QUALIFICATIONS

- 31.1 The Contractor shall have been in the business of servicing elevators within the State of California for a consecutive period of not less than five years. The Contractor shall have the proper license issued by the State of California for maintaining and servicing elevators, a C-11 license. The Contractor shall have the tools, trucks and specialty equipment required to service the quantity and type of elevators listed in these specifications. The Contractor is to have staff available during business hours to respond to requests for service in a manner in keeping with the "Response Time" section of these specifications.
- 31.2 The Contractor is to have communication systems available to the District to request service on a **24-hour, 365 day/year basis**. The Contractor is to have a successful track record of performing in a satisfactory manner for customers with similar types and quantity of equipment. The Contractor is to have technical capability to troubleshoot difficult or unusual conditions and to make recommendations on needed improvements to the elevator equipment.

32.0 RESPONSE TIME

- 32.1 Due to the nature of a problem with this type of equipment, part of the evaluation process for selection of a qualified bidder will be the Contractor's ability to respond to a call for service. It is very likely that a call for service may be the result of a person trapped inside a nonfunctioning elevator. Being a contract customer, the District would expect from the selected Contractor a priority for emergency service calls. The District will make an effort to determine if the responding Contractor has a sufficient customer base and service facilities in the immediate area that would insure a response for service in **less than one hour in case of an emergency**. No proof of service capability is required as part of the bid package, but the low bidder must be prepared to provide adequate information to the District in the reference-checking process to prove this capability. Failure to do so will result in the decision that the bidder is not qualified.

33.0 SERVICE LOGS

- 33.1 The Contractor shall maintain an accurate and complete log of **all** work performed in addition to routine maintenance service for each type of equipment at each location. These logs shall include emergency and trouble callback service describing the nature of all complaints and resolution, repairs and all other service activities. These logs shall be kept in the equipment room at each location. In addition to the specified equipment room logs, Contractor workman or supervisor shall log in and out on each and every visit, but is not limited to routine maintenance, trouble and emergency calls, repair etc., and supervisor's visits.
- 33.2 The Contractor shall provide a sample of the log with their bid proposal to be reviewed and approved by the District. These logs will remain the property of the District.

34.0 COMPLIANCE WITH LAWS AND CODES

- 34.1 In the performance of this contract, the Contractor agrees to abide by all laws, rules and regulations set forth with regard to the equipment by municipal or state authorities having jurisdiction in effect on the date of this agreement.

28.1 Santa Ana College	<u>Install Date</u>	<u>Capacity (in lbs)</u>	<u>State #</u>	<u>Last Inspection Date</u>	<u>Last 5-Year Load Test</u>	<u>Annual Testing</u>
a) 1-Dover, passenger/Russell Hall, "R" Bldg (3 story)	1967	4000	44526	02-09-15	08-06-10	
b) 1-O & W, passenger/Hammond Hall, "H" Bldg (2 story)	1955	<i>Unknown</i>	30537	02-13-15	07-30-10	
c) 1-O & W, passenger/Technical Arts, "T" Bldg (2 story)	1970	4000	49409	02-13-15	08-06-10	
d) 1-Coast, passenger/Administration, "S" Bldg (2 story)	1971	2000	53816	02-11-15	07-30-10	
e) 1-Coast, passenger/Library, "L" Bldg-of West Interior (2 story) Note: Modernized in 2009	1993	2500	105866	02-09-15	07-30-10	
f) 1-Dover, passenger/Library, "L" Bldg- of South Exterior (2 story) Note: Modernized in 2009	1971	2500	53159	02-09-15	08-06-10	
g) 2-Thyssenkrupp, passenger/Dunlap Hall, "D" Bldg (4 story) Note: building is currently under renovations until September, 2015; warranty maintenance is one-year commencing on date of final acceptance by the district						
h) 1-Coast, passenger/Johnson Ctr-SBO, "U" Bldg (2 story)	1977	3000	62829	02-11-15	07-30-10	
i) 1-Dover, passenger/Johnson Ctr-Kitchen, "U" Bldg (2 story)	1981	2500	69154	02-11-15	08-09-10	
j) 1-Dover, passenger/Johnson Ctr-SW Patio, "U" Bldg (2 story)	1981	2500	69155	02-09-15	08-06-10	
k) 1-Dover, passenger/Cesar Chavez, "A" Bldg (2 story)	1996	3500	107483	02-09-15	08-06-10	
l) 1-Maxton, passenger/Middle College, "B" Bldg (2 story)	2000	2500	123385	02-11-15		Required
m)1-D.A. Mator, Dumbwaiter/Library, "L" Bldg, 106 (2 story)	<i>Unknown</i>					
n) 1-Coast, passenger/Art, "C" Bldg (2 story)	1971	2500	54548	02-09-15	07-30-10	
o) 1-Thyssenkrupp, passenger/Classroom "I" Building (2 story)	2009	3500	153092	02-13-15		Required
p) 1-Modular, passenger/Child Dev. Ctr, "V" Bldg (2 story)	2010	3000	157592	02-11-15		Required

28.2 Santiago Canyon College	<u>Install Date</u>	<u>Capacity (in lbs)</u>	<u>State #</u>	<u>Last Inspection Date</u>	<u>Last 5-Year Load Test</u>	<u>Annual Testing</u>
a) 1 Otis, passenger/"A" Bldg (2 story)	1985	2500	81003	05-09-14	07-16-12	
b) 1 Otis, passenger/"B" Bldg (2 story)	1985	2500	81331	05-09-14	07-16-12	
c) 1 Otis, passenger/"D" Bldg (2 story)	1985	2500	101748	05-09-14	07-16-12	
d) 1 Thyssenkrupp, passenger/ "L" Bldg (2 story)	2006	3500	143885	05-08-14		Required
e) 2 Mitsubishi, passenger/"SC" Bldg (2 story) Type: MCE Hydraulic Simplex motion control controller Door: Standard door board	2010	3500 3500	153438 153439	05-09-14 05-09-14		Required Required
f) 1 Mitsubishi, passenger/"G" Bldg (2 story)	2012	2500	163068	05-09-14		Required
g) 2 Mitsubishi, passenger/"H" Bldg (3 story)	2013	3500 3500	163255 163341	05-09-14 05-09-14		Required Required

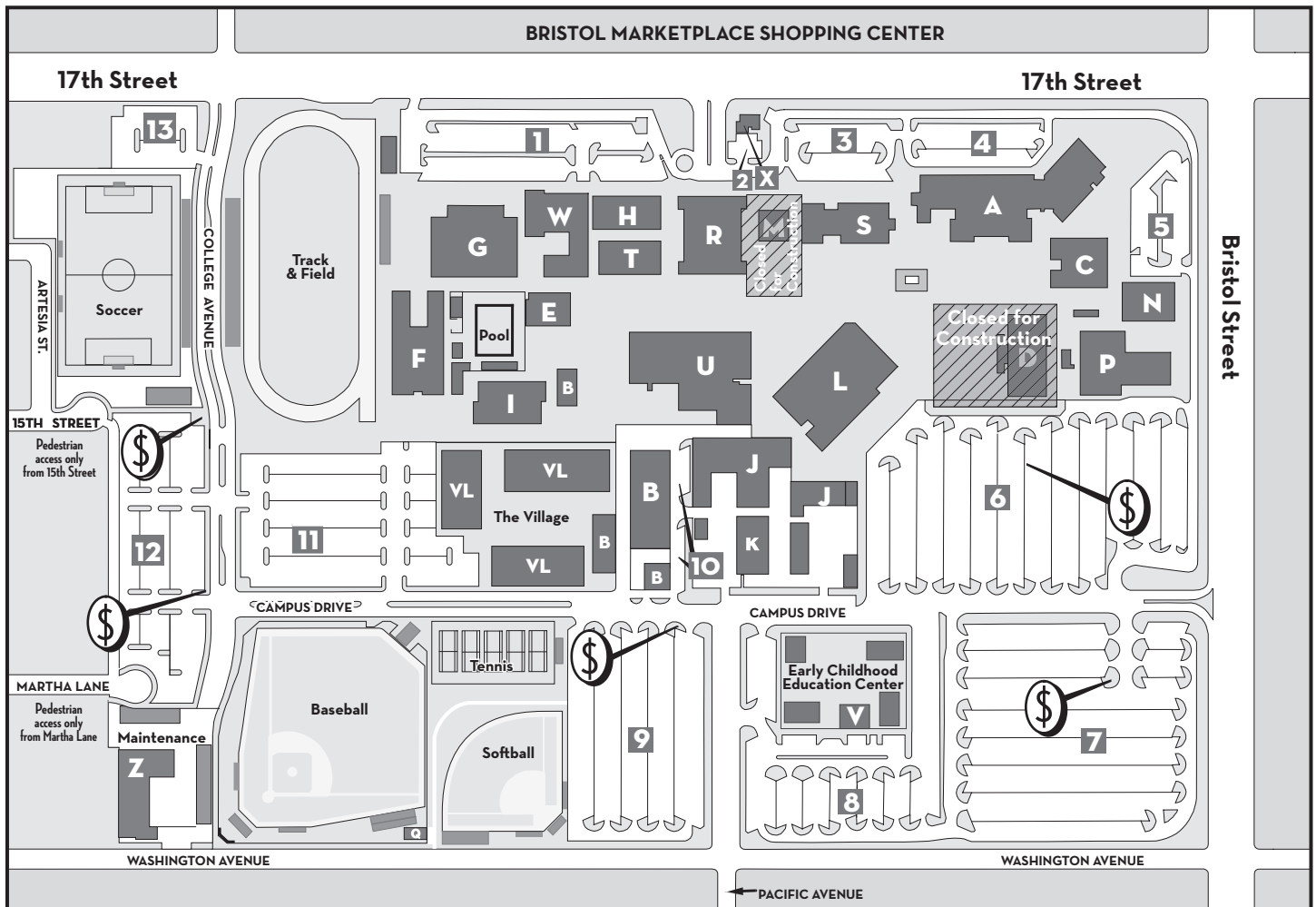
28.3 Digital Media Center	<u>Install Date</u>	<u>Capacity (in lbs)</u>	<u>State #</u>	<u>Last Inspection Date</u>	<u>Last 5-Year Load Test</u>	<u>Annual Testing</u>
a) 1-Thyssenkrupp, passenger (2-story)	2006	2500	143720	08-05-14		Required
b) 1-Porchlift, wheelchair	2006	750	143758	08-05-14		Required

28.4 District Office	<u>Install Date</u>	<u>Capacity (in lbs)</u>	<u>State #</u>	<u>Last Inspection Date</u>	<u>Last 5-Year Load Test</u>	<u>Annual Testing</u>
a) 1-Oliver & Williams, passenger (4 story) Note: Modernized in 1993 to MCE	1969	2500	49336	07-30-14	09-23-14	
b) 1-Oliver & Williams, passenger (4 story) Note: Modernized in 1993 to MCE	1969	2500	49337	07-30-14	09-23-14	

Note: Santa Ana College is currently going through major renovations and construction of new buildings. Therefore, new elevators will need to be added to the Contract after the one-year warranty maintenance expires. At that time, adjustments in the bid price shall be negotiable based on the same terms and conditions of this bid. Below are the future construction projects that are currently scheduled to occur during the term of this Contract; however, the completion dates are estimates and subject to change.

Future Construction Projects at Santa Ana College	Estimated Completion Date
Dunlap Hall Building (renovation)	2015
Central Plant Building (new)	2017
Johnson Center Building (new)	2019
Science, Technology, Engineering, Mathematics (STEM) Building (new)	2020


Appendix “A”
Site Maps



SANTA ANA COLLEGE FACILITIES

- A** Cesar Chavez Building / Business / Computer Lab
- B** Middle College High School
- C** Fine Arts / Art Gallery
- D** Dunlap Hall (Closed)
- E** Fitness Center
- F** Locker Rooms
- G** Cook Gym
- H** Hammond Hall
- I** Classroom Building
- J** Auto Shop / Quick Center
- K** Welding / Auto Diesel
- L** Nealley Library / Media Services
- M** Planetarium (Closed)
- N** Music Building
- P** Phillips Hall Theatre
- Q** Concession
- R** Russell Hall
- S** Administration Building / Admissions / Counseling
- T** Technical Arts
- U** Johnson Center / Student Business Office / Bookstore / Cafeteria / International Students Program
- V** Early Childhood Education Center
- VL** The Village
- W** Exercise Science
- X** Security / Safety
- Z** Maintenance

PARKING

- 1** Staff Parking
- 2-3** Visitor Parking
- 4-5** Staff Parking
- 6-13** Student Parking (except as posted)
-  Permit Dispenser (\$2.00 for 8 hours)



SANTA ANA COLLEGE

SAC IS TOBACCO-FREE

Use of tobacco-related products is allowed only in parking lots.



Santiago Canyon College

8045 East Chapman Avenue
Orange, CA 92869
714-628-4900
www.sccollege.edu

A-LOWER LEVEL

Bookstore • Classrooms • Media Systems Office

A-UPPER LEVEL

Administration • Administrative Services
Associated Student Government • CAMP • Classrooms
Publications • Scholarships • Student Life & Leadership
Veterans • Writing Center

B-LOWER LEVEL

Classrooms • Faculty Offices

B-UPPER LEVEL

Classrooms

C-BUILDING

Child Development Center

D-FIRST FLOOR

Career Services • Classrooms • Counseling
Faculty Offices • Transfer Center

D-SECOND FLOOR

Academic Success Center • Classrooms
Faculty Offices

E-FIRST FLOOR

Admissions • CalWORKS • CARE • Cashier
Financial Aid • EOPS • Disabled Students Program
Graduation Office • Photo ID
On-Campus Job Placement

E-SECOND FLOOR

Classrooms

E-THIRD FLOOR

Classrooms • Faculty Offices • Testing Center

G-FIRST FLOOR

GYM and Fitness Center

G-SECOND FLOOR

Aerobics • Swimming Pool • Exercise Science Offices

H-HUMANITIES BUILDING

Classrooms • Faculty Offices
Information Technology • Language Lab

L-LIBRARY

MO-MAINTENANCE & OPERATIONS

S-BUILDING
Continuing Education
Classes/Registration/Counseling

SC-SCIENCE CENTER

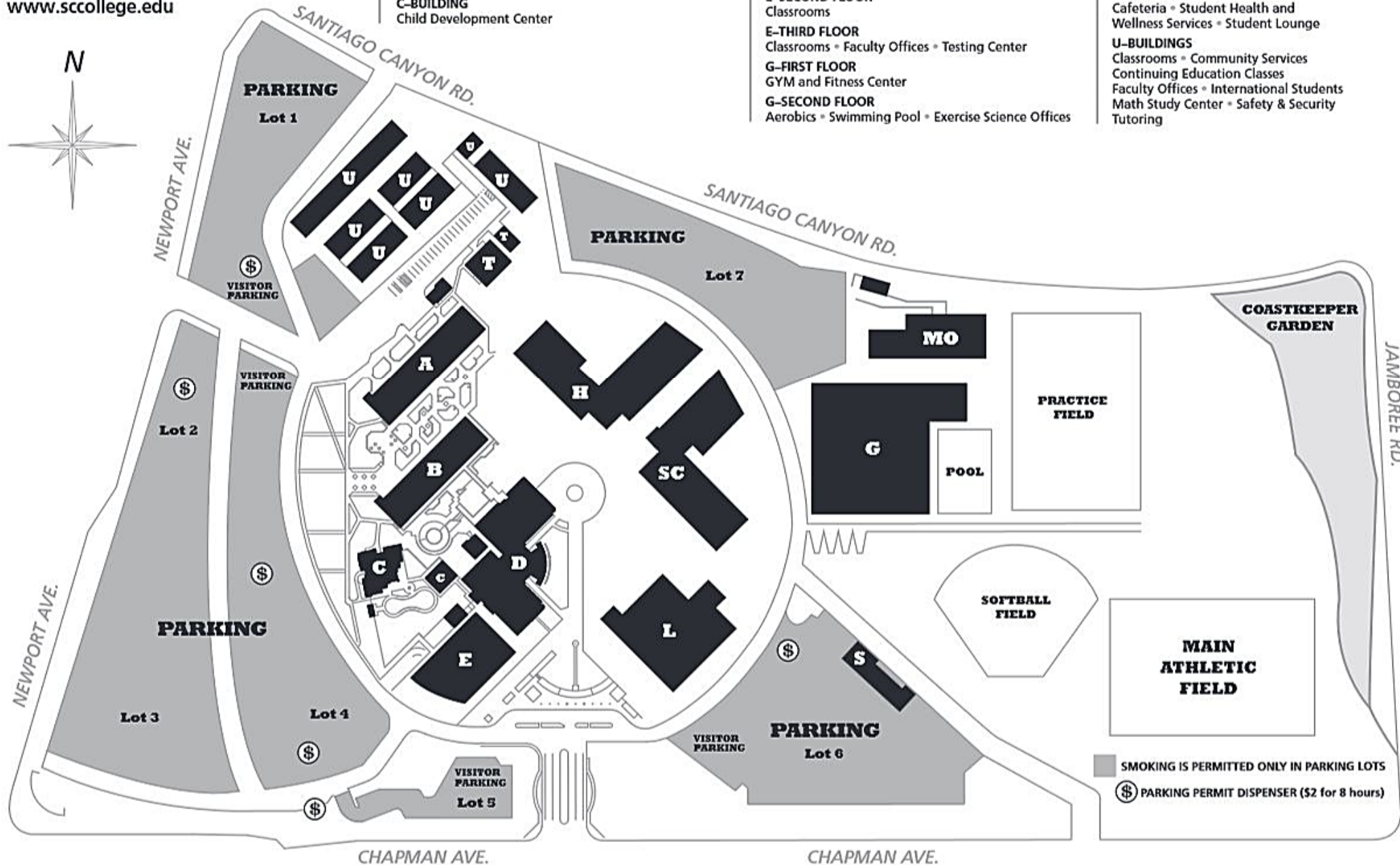
Classrooms • Faculty Offices • Science Labs

T-BUILDING

Cafeteria • Student Health and
Wellness Services • Student Lounge

U-BUILDINGS

Classrooms • Community Services
Continuing Education Classes
Faculty Offices • International Students
Math Study Center • Safety & Security
Tutoring



SMOKING IS PERMITTED ONLY IN PARKING LOTS

Ⓢ PARKING PERMIT DISPENSER (\$2 for 8 hours)