



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

BID #1345 - LANDSCAPE MAINTENANCE SERVICES

Bid Deadline: June 8, 2018 @ 2:30pm

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BID #1345 – LANDSCAPE MAINTENANCE SERVICES

Table of Contents

	Number of pages
Notice Calling for Bids	1
Information for Bidders	8
+ Agreement	2
* Bid Bond	2
* Bid Form	5
* Designation of Subcontractors	3
* Information Required of Bidder.....	5
* Non-Collusion Declaration	1
+ District Insurance Requirements.....	2
+ Workers’ Compensation Certificate	1
+ Faithful Performance Bond.....	4
+ Drug-Free Workplace Certification	2
+ Criminal Records Check Certification.....	2
* Verification of Contractor and Subcontractor’s DIR Registration	1
* Withholding Exemption Certificate – California Form 590	3
* Request for Taxpayer Identification Number and Certification – Form W-9	4
General Conditions/Specifications.....	14
Site Breakdown	3
Quality Control Sheet	2
Maintenance Schedule	1
Santiago Canyon College Site Map	1
*Withholding Exemption Certificate – California Form 590	1
*Request for Taxpayer Identification Number and Certification – IRS Form W9.....	6

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

+ITEMS SUCCESSFUL BIDDER MUST SUBMIT AFTER THE AWARD.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

NOTICE CALLING FOR BIDS

The Board of Trustees of the Rancho Santiago Community College District is advertising for bids to be received up to June 8, 2018 at 2:30pm in the Rancho Santiago Community College District Purchasing Office, at 2323 North Broadway - Room 109, Santa Ana, CA 92706, for Bid #1345 – Landscape Maintenance Services.

There will be a mandatory pre-bid conference and job walk held on May 29, 2018 at 11:00am, beginning at the Santiago Canyon College, 8045 Chapman Ave., Orange, CA 92869, continuing to the remaining locations. Enter from Chapman Avenue and meet at the flagpole near buildings E and L. It is recommended that bidders park in Parking Lot #6. Bidders are required to purchase and display a parking permit. Bid proposals will be accepted only from bidders who attended the entire pre-bid conference and job walk.

For information or to obtain a copy of the bid documents, contact Laura Bennett, Buyer, at bennett_laura@rscdd.edu or phone (714) 480-7374.

Advertised: Orange County Register

May 12, 2018

May 19, 2018

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 2323 N. Broadway, Room 109, Santa Ana, CA 92706, and must be received on or before the bid deadline (Public Contract Code Section 20112). The envelope shall be plainly marked in the upper left hand corner with the bidder's name, the Project designation and the date and time for the opening of bids. Bidders are to include one (1) printed original, four (4) printed copies and an electronic copy (CD, flash drive, etc.) of their complete bid. **It is the bidder's sole responsibility to ensure their bid is received prior to the bid deadline.** 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.

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, furnish certificates and endorsements evidencing that the required insurance is in effect, the Workers' Compensation Certificate, Drug-Free Work Place Certification, Criminal Records Check Certification 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 the chairman of the board, president or vice president and one from 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 non-responsive. 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 non-responsive.

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 ninety (90) calendar days after the date set for the opening of bids.

9. Term. Bid award is based on the total price of years one (1) through (5). The term of the contract shall be for one (1) year period from July 1, 2018 through June 30, 2019. The term may be extended for an additional four (4) one (1) year terms by written notice to the bidder. The decision to extend the contract is based on performance.

10. 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 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 contract and in the form included in the Project Documents, which shall remain in full force and effect through the contract period. A new Faithful Performance Bond and new Payment Bond shall be provided for each contract extension in the amount of one hundred percent (100%) of the extended contract term. All bond premiums shall be at bidder's cost.

11. 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 by June 1, 2018 at 12:00pm (Noon). 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.

12. 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 sub-proposal 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.

13. 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 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.

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. To this end, each bid shall be supported by a statement of the bidder's experience on the form entitled "INFORMATION REQUIRED OF BIDDER."

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. 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.

16. Listing Subcontractors. Each bidder shall submit 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.

17. Insurance and Workers' Compensation. The successful bidder shall be required to furnish certificates and endorsements evidencing that the required insurance is in effect. The 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.

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. Contractor's License. The Contractor must possess, throughout the contract, a class C-27 and Class D-49 Contractor's License as issued by the State of California. Licenses must be current and in good standing. If at the time and date of the bid opening, bidder is not properly licensed to perform the Project in accordance with Division 3, Chapter 9, of the Business and Professions Code and the Project Documents, such bid will be rejected as non-responsive. (Public Contract Code Section 3300) Pursuant to Business and Professions Code Section 7028.15, no payment shall be made for work or materials under the contract unless and until the Registrar of Contractors verifies to the DISTRICT that the bidder was properly licensed at the time the bid was submitted. Any bidder not so licensed is subject to penalties under the law and the contract will be considered void and DISTRICT shall have the right to bring an action against the unlicensed bidder awarded the contract for recovery of all compensation paid under the contract. (Business and Professions Code Section 7031(b)) If the license classification specified hereinafter is that of a "specialty contractor" as defined in Section 7058 of the Business and Professions Code, the specialty contractor awarded the contract for this work shall construct a majority of the work, in accordance with the provisions of Business and Professions Code Section 7059. The bidder may not use the contractor license of a third party for this bid.

20. Hold Harmless and Indemnification. The successful bidder awarded the contract agrees to defend, indemnify, and hold harmless the Rancho Santiago Community College District (DISTRICT), its officers, agents, employees, and volunteers from all loss, cost, and expense arising out of any liability of claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising of activities of the Company, its subcontractors, or those of any of its officers, agents, or employees, whether such act is authorized by this Agreement or not, and Company shall pay for any and all damage to the property of the DISTRICT, or loss or theft of such property, done or caused by such persons. The DISTRICT assumes no responsibility whatsoever for property placed on the premises. The Company further agrees to waive all rights of subrogation against the DISTRICT. The provisions of the Article do not apply to any damage or losses caused solely by the negligence of the DISTRICT or any of its agents or employees.

21. 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.

22. 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.

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

24. Non-Collusion Declaration. In accordance with the provisions of Section 7106 of the Public Contract Code, each bid must be accompanied by a noncollusion declaration.

25. Prevailing Wages. Pursuant to California Labor Code §1773, the Director of the Department of Industrial Relations of the State of California ("DIR") has determined the generally prevailing rates of wages in the locality in which the Work is to be performed. Copies of the prevailing wage rates in the locality where the Work is to be performed, entitled PREVAILING WAGE SCALE are available to any interested party at http://www.dir.ca.gov/dlsr/statistics_research.html. The Contractor awarded the Contract for the Work shall post a copy of all applicable prevailing wage rates for the Work at conspicuous locations at the Site of the Work. The Contractor and all Subcontractors performing any portion of the Work shall pay not less than the applicable prevailing wage rate for the classification of labor provide by their respective workers in prosecution and execution of the Work. During the Work and pursuant to Labor Code §1771.4(a)(4), the DIR shall monitor compliance with prevailing wage rate requirements and enforce the Contractor's prevailing wage rate obligations.

26. 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 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 is <http://www.dir.ca.gov>. The Contractor shall provide proof that it, and all subcontractors providing any work on the Project, are currently registered with DIR. Contractor shall provide proof that it, and all subcontractors 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 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.

27. 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.

28. Criminal Records Check. The successful bidder is required to provide a criminal record certification in the form set forth in the Project Documents.

29. Tobacco-Free Policy. The successful bidder shall enforce a tobacco-free work site.

AGREEMENT

THIS AGREEMENT, dated the _____ day of _____, in the County of Orange, State of California, is by and between Rancho Santiago Community College District, (hereinafter referred to as "DISTRICT"), and _____ (hereinafter referred to as "VENDOR").

WHEREAS, the DISTRICT is authorized to contract with a VENDOR to provide Landscape Maintenance Service for Santiago Canyon College, Santiago Canyon College-Orange Education Center and Digital Media Center.

WHEREAS, the VENDOR is specially experienced, and competent to provide Landscape Maintenance Service in accordance with all of the terms, conditions and pricing as listed in Bid #1345.

IT IS THEREFORE AGREED AS FOLLOWS:

The DISTRICT hereby retains and employs the VENDOR upon the terms and conditions hereinafter set forth, and the VENDOR hereby accepts said conditions and agrees to provide Landscape Maintenance Service as hereinafter mentioned as the successful bidder in accordance with the said terms and conditions of Bid #1345.

1. The VENDOR shall commence providing provide Landscape Maintenance Service under this Agreement beginning July 1, 2018 and will diligently perform as required and complete performance by June 30, 2019.
2. The DISTRICT has the option to renew the contract for four (4) additional one (1) year terms by written notice to the VENDOR not less than sixty (60) days prior to the expiration date.
3. The DISTRICT shall pay the VENDOR monthly payments in accordance with the special conditions of the bid.
4. The VENDOR 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.
5. While engaged in carrying out and complying with any of the terms and conditions of this Agreement, the VENDOR is not an officer, agent, or employee of the DISTRICT.
6. The VENDOR agrees to and shall hold harmless and indemnify the DISTRICT and its officers, agents, and employees from every claim or demand and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
 - a. liability for damages for death or bodily injury to person, injury to property, or any loss, damage or expense sustained by the VENDOR or any person, firm or corporation employed by the VENDOR upon or in connection with the services called for in the Agreement, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT's officers, employees, or agents.
 - b. any injury to or death of persons or damage to property, sustained by any persons, firm or corporation, arising out of, or in any way connected with the services covered by this Agreement, whether said injury or damage occurs either on or off the DISTRICT's property, except for liability for damages which result from the sole negligence or willful misconduct of the DISTRICT's officers employees, or agents. The VENDOR, at the VENDOR's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers,

agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the DISTRICT or its officers, agents or employees in any action, suit, or other proceedings as a result thereof.

7. The VENDOR shall have the Class C-27 (landscaping) and Class D-49 (tree trimming) and that such license shall be in full force and effect throughout the duration of performance under this contract and that any and all subcontractors to be employed by the vendor shall have appropriate licenses based on service(s) performed.
8. The VENDOR shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances including prevailing wage requirements and workers' compensation.
9. The VENDOR shall maintain and keep in force during the term of the Agreement, the insurance coverage set forth in the bid. VENDOR 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.
10. This contract may not be assigned without the written consent of the DISTRICT.
11. The DISTRICT has the right to terminate this Agreement in whole or in part for any reason, without penalty, at any time by providing the VENDOR with a written notice of the termination at least sixty (60) days in advance.

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

ENTERED INTO THIS AGREEMENT:

FOR THE VENDOR:

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT
Santa Ana, California

By: _____
Signature

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

Printed Name

Date

Printed Title

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 ninety (90) 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.

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, Bid Form, Bid Security, Designation of Subcontractors Form, Information Required of Bidder, Non-Collusion Declaration, Workers' Compensation Certificate, Faithful Performance Bond, Agreement, Drug-Free Workplace Certification, all insurance requirements, W-9 certification, Withholding Exemption Certification, General Conditions, drawings, site maps, specifications, and all modifications, addenda and amendments, if any, 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: Landscape Maintenance Services

Project No.: Bid #1345

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.**

Each individual bid total shall be determined from visiting the work site, reviewing of drawings 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 Contract, 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, emailed, faxed, or delivered to the bidder, the bidder will execute and deliver to the DISTRICT the Agreement, Faithful Performance as specified, and certificates and endorsements of insurance, the Workers' Compensation Certificate, Drug-Free Work Place Certification, Criminal Records Check 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 Purchase Order, and shall be completed by the bidder on the end date shown on the Purchaser Order.

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(s), License No. _____, Class C-27, and License No. _____, Class D-49 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 Contract. 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 license(s) at the time of the bid opening and effect throughout the duration of the performance of this contract.

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 Contract.

12. 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. Bidder understands and agrees that failure to submit a completed and signed declaration 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
Joint Venture:

If an individual: _____
(Name)

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: _____
Date: _____
Business Address: _____

Telephone: _____

¹A 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
PRICING SHEET

BASE BID	SANTIAGO CANYON COLLEGE	
MONTHLY	ANNUAL	FIVE YEARS
\$ _____	\$ _____	\$ _____
*EXTRA SUPPLIES/MATERIAS (% MARK-UP OVER COST) _____ % *HOURLY RATE FOR EXTRA LABOR \$ _____/HR		

BASE BID	SANTIAGO CANYON COLLEGE – ORANGE EDUCATION CENTER	
MONTHLY	ANNUAL	FIVE YEARS
\$ _____	\$ _____	\$ _____
*EXTRA SUPPLIES/MATERIAS (% MARK-UP OVER COST) _____ % *HOURLY RATE FOR EXTRA LABOR \$ _____/HR		

BASE BID	DIGITAL MEDIA CENTER	
MONTHLY	ANNUAL	FIVE YEARS
\$ _____	\$ _____	\$ _____
*EXTRA SUPPLIES/MATERIAS (% MARK-UP OVER COST) _____ % *HOURLY RATE FOR EXTRA LABOR \$ _____/HR		

GRANT TOTAL (FIVE YEAR TOTAL FOR ALL THREE SITES)	\$ _____
--	-----------------

*The percentage for supplies/materials and hourly rate for extra work will not be part of the bid total or the bid evaluation.

NOTE: THE DISTRICT HAS THE OPTION OF AWARDING ONE, TWO, THREE, OR ALL THREE SITES TO THE SAME BIDDER. 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. **NA**.

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.: _____
Electronic Mail: _____

- (3) Type of Firm: (Check one)
Individual _____ Partnership _____ Corporation _____ Joint Venture _____

- (4) Bidder's/Contractor's License No. _____ Class: C-27 Exp. Date: _____
Name of License holder _____

Bidder's/Contractor's License No. _____ Class: D-49 Exp. Date: _____
Name of License holder _____

California Qualified Applicator License: _____
License Expiration Date _____
Name of License Holder _____

California Qualified Applicator License: _____
License Expiration Date _____
Name of License Holder _____

California Qualified Applicator Certificate: _____
License Expiration Date _____
Name of License Holder _____

California Qualified Applicator Certificate: _____
License Expiration Date _____
Name of License Holder _____

- (5) Have you ever been licensed under a different name or different license number?

Yes ____ No ____ If "Yes," give name and license number.

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

Name	Title

- (7) Person who inspected work sites for your firm:

Name and Title: _____

Date of Inspection: _____

- (8) How many years experience has your firm had in this type of service work?

- (9) 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.

- (10) 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:

- (11) 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.

- (12) 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 the firm bidding this project. _____ If so, give owner's name and details:

- (13) 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? _____ If "Yes", please elaborate.

- (14) List of References – Commercial or Public Service Contracts of similar nature preferably in a school/community college/university within the last five (5) consecutive years. The DISTRICT has discretion to require more than five references.

a. Name: _____

Address: _____

Telephone: _____

Contact Person: _____

Type of Service: _____

Dates of commencement and completion of Service Contract:

Contract Amount: _____

- b. Name: _____
Address: _____
Telephone: _____
Contact Person: _____
Type of Service: _____
Dates of commencement and completion of Service Contract:

Contract Amount: _____
- c. Name: _____
Address: _____
Telephone: _____
Contact Person: _____
Type of Service: _____

Dates of commencement and completion of Service Contract:

Contract Amount: _____
- d. Name: _____
Address: _____
Telephone: _____
Contact Person: _____
Type of Service: _____
Dates of commencement and completion of Service Contract:

Contract Amount: _____
- e. Name: _____
Address: _____
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

Print Name

Title

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

INSURANCE REQUIREMENTS

Every contractor working for the Rancho Santiago Community College District (DISTRICT) shall procure and maintain for the duration of the contract, insurance against claims for injuries and property damage that may arise from or in connection with the performance of this contract agreement. Contractor shall, within ten (10) days of Notice of Award, furnish DISTRICT with the original Certificate of Insurance and endorsements properly executed effecting coverage as required below. Further, the Contractor shall not commence work under this contract until Contractor has provided all insurance required and such insurance has been approved by the DISTRICT, nor shall the Contractor allow any subcontractor to commence work on their subcontracts until all similar insurance required of the subcontractors has been provided to the Contractor. Certificates of Insurance which expire before the Contractor's work is accepted by the DISTRICT shall be renewed, and evidence of such renewal shall be submitted to the DISTRICT, through the Director of Purchasing, for its approval. The Certificate of Insurance shall be kept current with the DISTRICT. Insurance shall be placed with insurers with a Best's rating of no less than A-, Class VIII.

Minimum Scope and Limits of Insurance (coverage shall be at least as broad)

Commercial General Liability Insurance to include products and completed operations, contractual, independents, broad form property damage, fire legal, and personal injury with a combined single limit of **\$1,000,000 per occurrence** for bodily injury, personal injury and property damage.

Comprehensive Automobile Liability Insurance to include all autos owned, non-owned, and hired with a combined single limit of **\$1,000,000 per occurrence** for bodily injury, personal injury and property damage.

Workers' Compensation insurance as required by the Labor Code of the State of California and Employers' Liability insurance limits of **\$1,000,000 per accident**.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to, and approved by, the DISTRICT. At the option of the DISTRICT, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects to the DISTRICT, its officials, employees, agents, and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses, unless other arrangements have been made and approved by the DISTRICT.

Other Insurance Provisions

The DISTRICT, its officials, employees, agents and volunteers, shall be named as additional insured on the Commercial General Liability and Comprehensive Automobile Liability policies with respect to liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises and automobiles owned, occupied or used by the Contractor; documented by a written endorsement. The policy must carry a 30-day cancellation clause.

Contractor's insurance coverage shall be primary insurance and non-contributory with respect to the DISTRICT, its officials, employees, agents and volunteers.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the DISTRICT, its officials, employees, agents or volunteers.

The Contractor's insurance shall apply separately to each insured against whose claim is made or suit is brought, except with respects to the limits of the insurer's liability.

The insurers for the workers' compensation insurance shall agree to waive all rights of subrogation against the DISTRICT, its officials, employees, agents and volunteers for losses arising from use, occupancy or work performed by the Contractor for the DISTRICT, its officials, employees, agents or volunteers. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the DISTRICT.

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.)

FAITHFUL 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: **Landscape Maintenance Services Bid #1345** (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 **July 1, 2018 – June 30, 2019**, (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. **This Performance Bond is effective July 1, 2018 through June 30, 2019.**

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.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair, replace, and totally protect the District from loss or damage resulting from or causes by defective materials or faulty workmanship. The obligations of the Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor's or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

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: _____

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

)

)

ss.

COUNTY OF

)

On _____, before me, _____,

personally appeared _____, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) as the Attorney-in-Fact of _____ (Surety) and acknowledged to me that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) executed the 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.

(SEAL)

Notary Public in and for said State

County of

Commission expires: _____

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

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.

**VERIFICATION OF CONTRACTOR AND
SUBCONTRACTORS' DIR REGISTRATION**

I am the _____ of _____ (“Bidder”)
(Title/Position) (Bidder Name)
submitting the accompanying Bid Proposal for the Work described as **Landscape Maintenance Bid #1345**.

1. The Bidder is currently registered as a contractor with the Department of Industrial Relations (“DIR”).
2. The Bidder’s DIR Registration Number is: _____. The expiration date of the Bidder’s DIR Registration is June 30, 20_____.
3. If the Bidder is awarded the Contract for the Work and the expiration date of the Bidder’s DIR Registration will occur: (i) prior to expiration of the Contract Time for the Work; or (ii) prior to the Bidder completing all obligations under the Contract for the Work, the Bidder will take all measures necessary to renew the Bidder’s DIR Registration so that there is no lapse in the Bidder’s DIR Registration while performing Work under the Contract.
4. The Bidder, if awarded the Contract for the Work will remain a DIR registered contractor for the entire duration of the Work.
5. The Bidder has independently verified that each Subcontractor identified in the Subcontractors List submitted with the Bid Proposal of the Bidder is currently a DIR registered contractor.
6. The Bidder has provided the DIR Registration Number for each subcontractor identified in the Bidder’s Subcontractors’ List or within twenty-four (24) hours of the opening of Bid Proposals for the Work, the Bidder will provide the District with the DIR Registration Number for each subcontractor identified in the Bidder’s Subcontractors List.
7. The Bidder’s solicitation of subcontractor bids included notice to prospective subcontractors that: (i) all sub-tier subcontractors must be DIR registered contractors at all times during performance of the Work; and (ii) prospective subcontractors may only solicit sub-bids from and contract with lower-tier subcontractors who are DIR registered contractors.
8. If any of the statements herein are false or omit material facts rendering a statement to be false or misleading, the Bidder’s Bid Proposal is subject to rejection for non-responsiveness.
9. I have personal first hand-knowledge of all of the foregoing.

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

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

(Signature)

(Name, typed or printed)

GENERAL CONDITIONS/SPECIFICATIONS

1.1 BID SUBMISSION

- a. Sealed bids are due back on June 8, 2018 at 2:30pm submitted 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.
- b. Place your bid amounts **ONLY** on the forms provided. To expedite and simplify the bid evaluation and to ensure that each bid receive the same orderly review, all bids shall adhere to the format provided. Bids shall contain all elements of information without exception. Fill in all blanks. Provide information and answer all questions in sections where required. To do otherwise, may deem your bid non-responsive. Bidders are to include one (1) printed original, four (4) printed copies and an electronic copy (CD, flash drive, etc.) of their complete bid.
- c. Bidder shall respond to the information required of bidder questionnaire which will become part of the bid. Failure to do so may deem your bid non-responsive.
- d. The Bid Form must be signed and returned, along with the following documents in the sealed envelope provided.
 - Bid Form
 - Designation of Subcontractors
 - Verification of DIR Registration
 - Information Required of Bidder
 - Bid Security (i.e. Bid Bond, Certified or Cashier's Check)
 - Non-Collusion Declaration
 - CA Form W-9
 - Form 590
- e. After the bid award has been approved by the District's Board of Trustees, the successful bidder shall execute and return to the District within five (5) business days after the notification of the award the following documents.
 - Agreement
 - Faithful Performance Bond
 - Payment Bond
 - Criminal Records Check Certification
 - Drug Workplace Certification
 - Insurance Certification(s) (General Liability/Property Damage & Comprehensive Automobile Liability)
 - Workers' Compensation Certificate
- f. Bidders are solely responsible for the timely submission of their bid, responsive to the bid instructions and other documents. All information required in the bid shall be completely and accurately provided. Bids shall not contain interlineations, erasures, or other corrections unless the same are suitably authenticated by initials of the individual(s) executing the bid on behalf of the bidder. Ambiguities or inconsistencies

in a bid may result in rejection for non-responsiveness. Faxed copies of bids will not be accepted.

2.1 MANDATORY PRE-BID CONFERENCE AND JOB WALK

- a. There will be a mandatory pre-bid conference and job walk held on May 29, 2018 at 11:00am, beginning at the Santiago Canyon College, 8045 Chapman Ave., Orange, CA 92869, continuing to the remaining locations. Enter from Chapman Avenue and meet at the flagpole near buildings E and L. It is recommended that bidders park in Parking Lot #6. Bidders are required to purchase and display a parking permit. Bid proposals will be accepted only from bidders who attended the entire pre-bid conference and job walk.
- b. Contractors, at their own expense, are required to purchase a daily parking permit. The cost of the permit is \$2.00. Contractors should plan to park in Lot #6. A campus map is attached.

3.1 CLARIFICATION/COMMUNICATIONS

- a. Questions regarding the bid, or the intent thereof, or any discrepancies, omissions, or inconsistencies in the project documents shall be submitted in writing via fax, e-mail, US mail, or private courier service to:

Laura Bennett
Rancho Santiago Community College District
2323 N. Broadway, Room 109
Santa Ana, CA 92706
Phone: (714) 480-7374
Fax: (714) 796-3907
bennett_laura@rsccd.edu

- b. The District will respond in writing to inquiries submitted in the conformity with the forgoing. Inquiries must be received by June 1, 2018 at 12:00pm (Noon). The District will not respond to inquiries submitted after that time.
- c. No oral interpretations, clarifications, or modifications to the project 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 of the bid by Addendum duly issued to all bidders.

4.1 DISTRICT RIGHTS

- a. 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 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 the bid or in the bidding, whichever is in the best interest of the District.

5.1 BID FORM

- a. The Bid Form must be signed by an authorized representative and returned. Unsigned bids shall be deemed non-responsive and shall be rejected.

6.1 BID SECURITY AND BOND

- a. A bid bond, cashier's check or certified check in the amount of ten percent (10%) of the total bid price payable to the District shall accompany the bid as a guarantee that the bidder, if awarded the contract, will enter into an agreement within five (5) working days after the award and furnish on the prescribed forms, the necessary insurance certificate, and faithful performance bond in the amount stated in the bid packet.
- a. The payment bond shall be in the amount not less than one hundred percent (100%) of the amount of the contract in accordance with Civil Code Section 9554. The payment bond shall be in the form included in the Project Documents, which shall remain in full force and effect through the contract period.
- b. The successful bidder will also be required to furnish a separate faithful performance bond in the amount of one hundred percent (100%) of the contract and in the form included in the Project Documents, which shall remain in full force and effect through the contract period.
- c. A new Faithful Performance Bond and new Payment Bond shall be provided for each contract extension in the amount of one hundred percent (100%) of the extended contract term.
- d. All bond premiums shall be at bidder's cost.

7.1 PREVAILING WAGE RATE

- a. Pursuant to California Labor Code §1773, the Director of the Department of Industrial Relations of the State of California ("DIR") has determined the generally prevailing rates of wages in the locality in which the Work is to be performed. Copies of the prevailing wage rates in the locality where the Work is to be performed, entitled PREVAILING WAGE SCALE are available to any interested party at http://www.dir.ca.gov/dlsr/statistics_research.html. The Contractor awarded the Contract for the Work shall post a copy of all applicable prevailing wage rates for the Work at conspicuous locations at the Site of the Work. The Contractor and all Subcontractors performing any portion of the Work shall pay not less than the applicable prevailing wage rate for the classification of labor provide by their respective workers in prosecution and execution of the Work. During the Work and pursuant to Labor Code §1771.4(a)(4), the DIR shall monitor compliance with prevailing wage rate requirements and enforce the Contractor's prevailing wage rate obligations.

8.1 SITES SERVICED

- a. Digital Media Center (DMC), 1300 S. Bristol St., Santa Ana, CA 92704
- b. Santiago Canyon College (SCC), 8045 E. Chapman Ave., Orange, CA 92869
- c. Orange Education Center (OEC), 1465 N. Batavia St., Orange, CA 92867

Note: Orange Education Center (OEC) is going through construction for the next several years and the service is minimal for this site. See 17.1.1 for the independent scope of work for OEC. Adjustments in the price will be negotiable with the successful bidder when changes are made.

9.1 EXAMINATION OF SITES

- a. Before bidding on this work, the bidder shall make a careful examination of the sites and conditions, and become thoroughly familiar with the requirements of the contract. In submitting a bid, the bidder shall be deemed to have made such a study and examination, and to be familiar with and accept all existing conditions. Bid proposals will be accepted only from bidders who attended the entire pre-bid conference and job walk

10.1 TOOLS AND EQUIPMENT

- a. All tools and equipment are to be in good, safe operating condition. They are to be used as intended. Any unsafe tool or piece of equipment observed in use at the sites will have to be removed at the request of the District at no additional expense to the District. The bidder is not to use District tools or equipment.

11.1 INVOICING

- a. Invoicing is to be on a monthly basis. Invoices are to be sent at the end of the month the service was performed.
- b. 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.
- c. No invoice will be approved without the quality control inspection form attached, completed and signed as directed by these specifications.

12.1 TERM

- a. Bid award is based on the total price of years one (1) through (5). The term of the contract shall be for one (1) year period from July 1, 2018 through June 30, 2019. The term may be extended for an additional four (4) one (1) year terms by written notice to the bidder. The decision to extend the contract is based on performance.
- b. A purchase order will be issued at the beginning of the contract through June 30, 2019 and each fiscal year (July 1 through June 30), to cover the service for that year. The sites may be modified during the term of this agreement. If changes are made that alter the scope of work, prices will be negotiated with the successful bidder.

13.1 TERMINATION

- a. The District has the right to terminate this agreement for any reason, without penalty, at any time by providing the successful bidder with a written notice of the termination at least sixty (60) days in advance. The successful bidder will be compensated for all services provided up to and including the date of termination.

14.1 PRICING

- a. Each bid must be good for ninety (90) calendar days from the date of the bid opening. The bidder shall provide separate pricing as called for on the bid form. The pricing is to be a flat monthly rate good for the entire term of the agreement. The District has the option of awarding all three sites to the same bidder. The decision will be based on the lowest responsive and responsible bidder and what is in the best interest of the District. The total value of the award will be the monthly rate times twelve (12) months.

15.1 DEBARMENT

- a. Submission of a signed 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.

16.1 BIDDER QUALIFICATION

- a. Bidder must have a minimum of three (3) years verifiable experience in performing commercial landscape maintenance.
- b. Bidder must list on the attached Information Required of Bidder, the job/company name, address, telephone number and name of contact person of five (5) commercial or public service contracts preferably in a school/community college/university where bidder has performed landscape maintenance in the last three years.
- c. District will consider but not be limited to the following factors in evaluating the capability of the bidder to perform the services associated with this contract:
 1. The availability of adequately trained management and staff to supervise and perform the scope of work as outlined.
 2. The availability and reliability of appropriate equipment to perform the required services.
 3. Proximity of the bidder's facility to provide response to service requests.
 4. Record of service in performing landscape maintenance agreements
 5. Bid amount that meets specifications.
- d. Before submitting a bid, the bidder shall read the specifications. It is recommended that each bidder visit each site to familiarize him with any special conditions or limitations that may be inherent to the site or specifications. Bidder is responsible to inform themselves as to all existing conditions or limitations and shall include in the bid, the quoted sum to cover the cover the cost of performing all specifications contained herein.
- e. Bidder must have appropriate contractor's license to perform the work as specified and that such license shall be in full force and effect throughout the duration of the contract and that any and all subcontractors to be employed by the bidder shall have appropriate licenses. The license for Landscaping is C-27 and Tree Service is D-49. Any bidder not so licensed will be rejected as non-responsive.

17.1 SCOPE OF WORK

- a. Maintain landscaping, sprinkler system and hardscape areas. Includes: mowing and edging grass areas; cleaning, weeding and trimming planted areas; edging and controlling height of parking lot planting area; tree trimming and tying to stakes; any weed spraying required; insect control (snails, aphids, etc.); fertilization required to sustain planting and trees and overall plant health; sprinkler system maintenance; manual watering where required; clearing of drains; cleaning debris from site; and clearing of all undeveloped areas (not under construction) or fuel modification areas (natural areas).

17.2 SCOPE OF WORK – ORANGE EDUCATION CENTER (OEC)

- a. Provide bi-weekly maintenance of site for two (2) hours per visit. Trim any over grown areas, weeding, weed spraying, pick up trash, blow down walkways and general cleanup.

18.1 MAINTENANCE OF LAWN AREAS

- a. To be mowed weekly to a height of approximately 3" with proper equipment as to not damage area which has been mounded, etc.; grass must be cut uniformly without mower marks. Grass clippings are not to be left on the lawn areas.
- b. All grass edges to be edged weekly; this includes sidewalks, fences, driveways, parking lots, and other surfaced areas bordered by grass or ground cover. Caution is to be taken that any possible flying objects does not hit personnel, buildings or parked cars.
- c. All mowing that may be heard from any building shall be done after 1:00 pm on Mondays through Saturdays. If the mowing is done on Sunday, the bidder may mow at any hour allowed within the city. All mowing is to be done on the same day of each week. If the bidder wants to change the mow day, District written approval must be given in advance of the change.
- d. Remove all foreign plants that are not native to the grass area via pre-emergents, spraying and/or cultivation. Particular attention must be paid to clover and other broadleaf weeds in the lawn areas. The bidder is to take immediate action to eradicate these weeds once observed.
- e. Maintain separation between grass and ground cover and do not allow intrusion of one plant material into the adjoining plant material.
- f. Maintain a ring around tree trunks that is free of grass. The ring is to be not less than 2" or more than 6".
- g. Maintain a ring around all valve covers, clock stations, storm drains and all other utility boxes of not less than 2" or more than 4".
 - g. All lawn areas are to be aerated once per year in the last week of May. The plugs are to be removed and disposed of off-site.

19.1 PLANTER AREAS OR GROUND COVER

- a. All weeds and foreign material to be removed, ground cultivated and plants trimmed and trained in a fashion that promotes proper plant life for the beautification and general appearance of the site. The shrubs are to be trimmed and maintained to their present condition or as specified by Facility Manager. No changes in the plant material shall be made without written authorization of the Facility manager/site director.
- b. Planter areas or ground cover will be edged to control growth; maintain ground cover no closer than 2" from edges, walls, trees and no more than 4" away.
- c. Color planted areas shall be maintained with seasonal color at all times. Provide color plants and complete changes at least three (3) times a year (25 flats per planting). Planting beds will be reworked and prepared for new plants each time. New plants shall be placed with no more than 6" between plants at time of planting. Plants in 4" containers shall be used when replanting. For example, one of the areas to receive the color is at the marquee sign for Santiago Canyon College. The college also maintains a rose garden at the Strenger plaza. Any other locations not named may fall into this category; any area in question will be reviewed between the contractor and the Facilities Manager/Site Director.
- d. Remove all foreign plants and grasses that are not native to the planter area via pre-emergents, spraying and/or cultivation. No spraying shall be done when staff or students are present.
- e. Keep all plants and shrubs trimmed a minimum of 10" from walls and trees.
- f. Keep dead leaves of the day lily trimmed off the plant.
- g. Completely eradicate and maintain eradication of all Bermuda grass in turf areas, planters and on the slopes.

20.1 PARKING LOT AND PERIMETER AREAS

- a. Parking lot islands shall be maintained weed and trash free and plants and trees cared for in a fashion that promotes plant life, beautification, and general appearance of the site. All areas shall be planted so there are no bare spots in any island area or surrounding areas.
- b. All shrubs and trees shall be kept trimmed to provide clear visibility at all intersections. The shrubs shall not be taller than 36" and trees shall be kept trimmed up at least 72" above finish grade throughout the year. The shrubs shall be continually pruned, as necessary, to prevent encroachment of passage ways, walks, streets and view of signs and security cameras. Shrubs shall be tapered to provide irrigation coverage and an aesthetically pleasing landscape.
- c. All foreign plants and grasses that are not native to the planter area shall be removed via spraying and/or cultivation. No spraying shall be done while staff or students are present.
- d. Completely eradicate and maintain eradication of all Bermuda grass and other weeds.
- e. Maintain a dirt gutter in all areas where dirt meets concrete. The gutter is to keep dirt off cement and should not be less than 1-1/2" deep.

- f. Clear parking lot areas of all debris caused by the landscape maintenance work.

21.1 TREES

- a. Maintain all trees including support stakes and ties per the Pruning Standards set forth in the Western Chapter of the International Society of Arboriculture. Trim trees to create a smooth outside contour and laced to a level of at least 40%. The intent is to prevent heavy branches that may break in the high winds that occur at the site and to promote the natural and healthy condition of the tree.
- b. All trees shall be trimmed at least once per year during the months of September and October. All work is to be directed and inspected by a certified Arbor culturist to insure compliance with prescribed standards. Schedule the work with the District at least four weeks prior to start of pruning. All debris from this activity shall be removed from the site and disposed of in a legal manner.
- c. Trees shall be checked for damage by insects and rodents so that loss of trees will be minimal.
- d. Keep all trees trimmed a minimum of 2' from walls, light fixtures and other trees.
- e. Keep all tree branches thinned below 4' for better view of trunk structure and for see-through visibility (security).
- f. Immediately cut and remove any tree limb that is broken, cracked, about to fall or cause damage. The debris from broken limbs may not be placed in the District dumpsters.
- g. Include in the base contract price the cost for maintaining all trees. Include a monthly evaluation of trees to determine if tree removal is eminent.

22.1 PALM TREE MAINTENANCE FOR PHOENIX DACTYLIFERA/DATE PALM

- a. Phoenix dactylifera “Medjool” will require periodic manual pruning, to remove old, unsightly leaves and frawns. When pruning leaf, petioles should be cut as close to trunk as possible. Old flower stalks shall also be removed. Trunks are to remain clean and “skinned”. Leaves shall be sprayed down occasionally in dry summer months. When pruning, only use clean cutting equipment. Disinfect equipment between trees. Equipment can be treated with scrubbing and then a ten-minute soak in two to five percent (2% to 5%) bleach solution. Chain saws are not to be used on palms, as it is not possible to adequately clean the equipment. With appropriate maintenance, the designed life expectancy for this tree is approximately 50 years. The Date Palm should also have the stand pipe at the base of the trunk checked for standing water periodically. (Once every month at minimum.) This is to make sure that the palm tree drainage is working correctly and there is no standing water at the base of the tree.

23.1 SLOPE AREAS

- a. Keep plant basins free of weeds. Control weeds with pre-emergent herbicides. If weeds develop, use legally approved herbicides. Avoid frequent soil cultivation that may destroy shallow roots. Weed paved areas including public or private sidewalks.
- b. Maintain planting areas in a moist, but not saturated, condition. Regulate irrigation as necessary to avoid erosion or gullyng.
- c. Inspect plants for disease or insect damage weekly. Treat affected material immediately.

- d. Irrigate planting areas as required to ensure active growth.
- e. Pruning work shall be performed by skilled workman in accordance with standard horticulture pruning practices. Maintain a natural appearance and remove/replace dead or dying plant material with the same species and size as those originally planted.
- f. Restake, tighten, and repair guy wires as required.
- g. A 10' buffer zone (adjacent to all vegetated areas) to be maintained monthly.
- h. Plant material to be at a lower height than irrigation to ensure proper coverage.

24.1 INSECT AND RODENT CONTROL

- a. Spraying for insects, aphids, snails and bugs shall be done when there is evidence of their presence. It is to be applied at the proper time so as to maximize effectiveness and to avoid destruction of plant material and contact with humans.
- b. Apply snail bait once a month with the treated sand granular type when there is evidence of snail activity.
- c. There is a separate service contract for the control of rodents at the sites. It will be the responsibility of the pest control contractor to take steps permitted within the law to control these pests. It shall be the responsibility of the landscape contractor to cooperate with the efforts of the pest control contractor. Cooperation means to notify the District of any unusual activity or damage done by rodents, fill holes made by the rodents, replant small areas of grass damaged by rodents, and/or provide direction or comments on proven methods to control these pests.

25.1 SPRINKLER SYSTEMS

- a. Maintain and adjust the CalSense irrigation system for proper annual operation to get most efficient and minimal water usage.. Schedule shall not interfere with site usage. Operation of the CalSense system shall be conducted by a skilled operator trained on the system and familiar with its operation. System operational trends and alarms shall be evaluated and corrected weekly at a minimum. Changes to flow rates shall be updated in system for break alarms and other diagnostic information.
- b. Keep all sprinkler heads operational and properly set and do minor repairs to total system at no additional expense to the District.
- c. Control watering to avoid puddling or dry spots.
- d. Maintain all sprinkler heads above foliage for efficient spraying.
- e. Minor repairs (including parts and labor) will be performed within the normal scope of work of the specification and shall include head and riser repair or replacement at no additional expense to the District. Incidental vandalism is included in this section and minor repairs due to vandalism are to be made at no additional expense to the District.

- f. Major repairs such as sprinkler feed lines, valve replacement, clock repair, or installation of new sprinklers is not included within the scope of work as defined by this specification but will be covered under Extra Work, if the work is pre-approved by the District. The contact person for each site will be the Facilities Manager/Site Director.
- g. It is our understanding at the time of this bid that all landscaped areas are provided with functioning automatic irrigation systems. If a portion of that system fails for any reason and short-term manual or hand watering is required to maintain the landscaping, the contractor shall do so at no additional cost to the District. Loss of landscape material due to lack of water shall be replaced by the contractor at no additional expense to the District. **Irrigation checks are to be performed by an experienced irrigation technician.**
- h. A weekly inspection/test are to be performed on the entire irrigation system (station by station). This is to inspect/test that the head coverage, minimal runoff, and system operation are suitable. Additionally, the identification/inspection of broken sprinkler heads or non-functional areas shall be made and a written report of such identification/inspection presented to the Facilities Manager/Site Director. (Notice to proceed with any repairs outside the scope of work may be given at this time.) A mobile app is provided for irrigation inspection and control.

26.1 FERTILIZATION

- a. All planted and lawn areas to be treated a minimum of six (6) times a year with a 16-6-8 commercial fertilizer or equal, and applied in strict accordance with manufacturers' directions. The fertilizer is not to be applied when staff and students are present.
- b. Tree root areas to receive additional amount of appropriate commercial fertilizer for type of tree, at least six (6) times a year.
- c. The contractor shall notify the Facility Manager/Site Director each time the fertilizer has been applied.

27.1 CLEAN-UP

- a. All areas shall be left clean after working that day by picking up by hand, brooming, vacuum, or blowing. If machines are used, they are not to be operated within 50 feet of building when class is in session.
- b. Check weekly for silt build-up in planted areas, non-construction perimeters or upon cement/asphalt and clean as needed.
- c. Police and clean all curb lines on the site as needed to keep them clear of debris.
- d. The students often use small wooden stakes to display paper signs for current activities. The contractor is to take care not to disturb or remove these signs during maintenance activities. The signs are to remain in place until removed by college staff or students. The contractor is to carefully remove and return the signs.

28.1 SITE DRAINS & ROOF RAIN GUTTERS

- a. Remove all plant material, debris, and silt from site drain covers on a weekly basis and re-establish flow lines to ensure drainage away from all buildings.
- b. Remove debris and flush all site drain basins once per year in the month of November.
- c. Remove all debris from all building rain gutters twice per year in the months of November and March. Notify the Facilities Manager/Site Director each time this work is done.

29.1 CHILD CARE CENTERS

- a. The Child Care Centers have very special needs and shall be maintained in strict accordance with these specifications. Special attention needs to be taken in watering schedules, mowing schedules, application of fertilizers, application of any chemicals, and extra specific duties. The Facilities Manager or the Site Director is to be notified any time work is done in this area. The Facilities Manager or the Site Director is to receive a written schedule of the watering times and be included in the decision as to when watering is to be done. If the watering schedule is changed for any reason, the Facilities Manager or Site Director is to be notified.
- b. The contractor shall abide by all federal and state pesticide/herbicide/biocide laws and regulations, including but not limited to the State of California's Healthy Schools Act (HSA).
- c. The area must be secure at all times. If there is evidence the area was left unsecured and a loss occurs, the contractor will be held responsible for the loss.
- d. No chemicals will be used in these areas without prior and specific approval of the District, in advance. Application of chemicals and fertilizers may require application at very specific times other than spelled out for the rest of the site. The contractor is to include this special application schedule as part of the base price.
- e. Two times per year in the months of August and January the contractor is to rototill the sand area to a depth of not less than 8". Once the area is turned over, the contractor is to level the sand and clean the excess sand off surrounding areas.
- f. Once a year all turf areas are to be over seeded and top dressed with like turf species. Schedule all work with the Facilities Manager or Site Director and the Director of the Child Development Center.
- g. The Contractor is to over seed the turf areas once a year.

30.1 APPLICATION AND HANDLING OF CHEMICALS

- a. The maintenance of the sites requires the use of chemicals. The contractor is to take extreme care in the storage, handling and disposal of all chemicals. All codes, laws, ordinances and manufacturers' instructions are to be strictly enforced and followed in dealing with these chemicals.

- d. Chemicals requiring application by a licensed applicator shall be applied by licensed applicators only.
- c. Extreme care is to be taken in the timing of the application of chemicals. Chemicals shall not be applied at any time students, staff or property is at risk of exposure.
- d. All chemicals shall be stored in approved containers at the contractor's location and properly disposed of at the end of shelf life.

31.1 SPECIAL EVENTS

- a. The District holds special events on the site several times per year. Some of these activities require the assistance of landscape maintenance personnel. The contractor is to make labor available to assist in the set up and cleanup of these events. This type of service is considered extra work so the contractor will be allowed to invoice for the hours worked on these events. The District will notify the contractor in advance of such events.

32.1 CONSTRUCTION ACTIVITY

- a. During the course of this contract there may be construction activities taking place at a site. There may be extended periods of time when sections of the landscape will not have to be maintained. When this occurs, the District will negotiate with the contractor to determine the effects of the activity and adjust the monthly rate accordingly.

33.1 TRASH REMOVAL

- a. The debris generated with all work related to these specifications including tree trimming are to be disposed off-site at the contractor's location. The contractor is responsible for keeping this area free of all landscape debris.
- b. The debris generated by regular maintenance is to be reported to the District as part of recycled efforts. The contractor shall report annually the amount of "Green Waste" that was gathered per site in a report format that the Facilities Manager or Site Director indicates.
 - 1. Green Waste shall be defined as tree and shrubbery trimmings, grass, weeds, leaves, woodchips and other organic materials.
 - 2. Contractor shall be responsible for recycling all green waste generated from their contract performance.
 - 3. Contractor shall have the duty to keep all green waste from being contaminated to the extent it no longer can be recycled.
 - 4. Contractor shall deliver green waste to a city approved reclamation site, for the purposes of recycling.

34.1 SHOP SPACE

- a. Shop space is not available at any site. All equipment and supplies must be kept at the contractor's place of business and transported as needed.

35.1 STAFFING AND EQUIPMENT

- a. The contractor shall employ qualified personnel properly trained in the safe performance of their duties and be familiar with the requirements of this contract. The contractor shall identify the crew size and the quantity of crews along with the frequency of visits per week. This identification is to help the District evaluate whether the contractor understands the work outlined and the scope of services to adequately maintain the campuses and capability of promptly accomplishing on schedule to the satisfaction of the Facilities Manager/Site Director.
- b. The persons employed at each site must have at least a conversational ability to communicate in English. This is required in order to give direction if needed.
- c. All persons assigned to work at each site are to wear a uniform shirt that clearly shows the name of the company. The shirts are to be kept in a clean and unworn condition. Any person working at the site without the identifying shirt may be asked to leave the site without cost or penalty to the District.
- d. All persons assigned to work at each site are to conduct themselves in a professional courteous manner. Any rude or inappropriate behavior will result in requiring that person to leave the site immediately. Any such occurrence will be reported to the contractor's office.
- e. All persons assigned to each site are to be provided all the required safety protection. The contractor is to provide these items as part of the base price. Any person performing a task without the proper protection may be asked to discontinue work until protection is provided without additional cost to the District.
- f. All persons assigned to each site are to conduct themselves in a safe manner. If a person is performing a task in an unsafe manner the District may instruct them to stop without additional cost to the District.
- g. The contractor is to provide all the tools, equipment, materials and other items necessary to perform the work called for in this contract. The District will not loan the contractor any of its equipment or material to perform the work.
- h. The contractor is providing only equipment that is used and maintained per the manufacturer's recommendations. Any equipment that is being used in an unsafe manner, or is not maintained in a safe manner may be stopped from use at the site by the District without additional cost to the District.
- i. Tractors shall be available twenty-four hours a day, seven days a week to respond to all emergencies within two hours of notification. Emergencies that involve maintenance work included in these general conditions shall not be compensated.

36.1 ACCESS TO SITE

- a. Contractor to contact public safety for site access
- b. Contractor to park in parking lots only within designated parking areas.

- c. Parking in concrete paved areas shall be permitted only when advance approval is obtained.
- d. Vehicles are not permitted to drive on any landscaped area.
- e. Any damage done as a result of contractor vehicles parking in areas other than the parking lot will immediately be repaired to the District's satisfaction at no additional expense.

37.1 SCHEDULING

- a. Certain sections of these specifications give specific times of the week, month and year to complete the work. These are important to the District for operational reasons and must be followed by the contractor. Any deviation from the schedule must be agreed upon by the District in advance. Failure to perform the work as scheduled will result in a deduction of the monthly invoice in the amount the District feels is necessary to complete the work.
- b. Attached is a schedule that outlines the various activities called for in these specifications. Use it to schedule the work. The District will use it to approve invoices.

38.1 QUALITY CONTROL

- a. The contractor is responsible to ensure they have the staff, equipment and materials necessary to perform the work spelled out in this contract. The District does not intend to supervise, manage or direct the staff to complete the work as specified. Therefore, the contractor is to provide a completed monthly inspection report with the invoice for the service provided for that month.
- b. The contractor is to use the District form attached for this purpose. It shall be the duty of the contractor to maintain a regular and systematic inspection program by the supervisory personnel.
- c. The form is to be completed on a monthly basis by the site supervisor. That report is to be countersigned by a management employee who is familiar with the terms and conditions of this contract.
- d. On a quarterly basis, a management employee who is familiar with the terms and conditions of this contract is to personally inspect the site and fill out the inspection form. This report is to be signed by the site supervisor as well.
- e. Payment of the invoice may be withheld if work is marked as complete when there are obvious problems with that part of the work.
- f. The landscaping supervisor and the Facilities Manager/Site Director will meet weekly to touch base on how things are going and to review upcoming events. The Facilities Manager/Site Director will determine when those meetings are to take place.

Site Breakdown

(Santiago Canyon College)

Property Components

SQFT

Acres

1) Property Area	3,375,797	77.3
2) Hard Surfaces	1,460,120	33.5
3) Building Footprints	262,150	6.0
4) Planted Areas (Shrubs)	354,054	8.1
5) Turf Areas	114,888	2.6
6) Sports Fields	252,432	5.8
7) Slope Areas	569,095	13.0
8) Natural (Undeveloped)	205,000	4.7
9) Water Impounds	70,938	1.6
10) Demonstration Garden	87,120	2.0
11) Property Total	3,375,797	77.3

Note: The above area measurements are for general reference only and the DISTRICT does not guarantee the accuracy. Bidders must field verify all measurements and base their proposal on what they discover. The requirements of service include the total area of each property contained.

Site Breakdown

(Orange Education Center)

Not part of base scope, bi-weekly upkeep for this site

Property Components

SQFT

Acres

1) Property Area	277,500	6.3
2) Hard Surfaces	154,500	3.6
3) Building Footprints	87,000	1.9
4) Planted Areas (Shrubs)	28,000	0.62
5) Turf Areas	8,000	0.18
6) Property Total	277,500	6.3

Note: The above area measurements are for general reference only and the DISTRICT does not guarantee the accuracy. Bidders must field verify all measurements and base their proposal on what they discover. The requirements of service include the total area of each property contained.

Site Breakdown

(Digital Media Center)

Property Components	<u>SQFT</u>	<u>Acres</u>
----------------------------	--------------------	---------------------

1) Property Area	62,084	1.41
2) Hard Surfaces	28,523	0.65
3) Building Footprints	14,661	0.33
4) Planted Areas (Shrubs)	18,900	0.43
5) Turf Areas	0	0
6) Property Total	62,084	1.41

Note: The above area measurements are for general reference only and the DISTRICT does not guarantee the accuracy. Bidders must field verify all measurements and base their proposal on what they discover. The requirements of service include the total area of each property contained.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
GROUNDS QUALITY CONTROL SHEET**

Site: <input type="checkbox"/> SCC <input type="checkbox"/> OEC			Date:
<input type="checkbox"/> DMC			Inspected by:
GROUND INSPECTION	OK	REPAIR	COMMENTS
Trash/Debris:			
Sidewalk			
Turf areas			
Planters			
Parking lot			
Curbs			
Weed Control:			
Hoola hoe			
Weed eat			
Spray – Pre-emergent – Roundup			
Turf Maintenance:			
Mow			
Edge			
Weed eat			
Aerate			
Fertilize			
Irrigation:			
Dry areas			
Wet areas			
Head adjustment			
Broken head/riser			
Break in line			
Service Valve – R/R – Solenoid - Other			
Clocks			
Manual water			
Planters/Shrubs:			
Trim			
Weed Control			
Trash			

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
GROUNDS QUALITY CONTROL SHEET**

Site: <input type="checkbox"/> SCC <input type="checkbox"/> OEC			Date:
<input type="checkbox"/> DMC			Inspected by:
GROUND INSPECTION	OK	REPAIR	COMMENTS
Trees:			
Leaning			
Broken limbs			
Overgrown			
Diseased			
Roots			
Sucker growth			
Lift			
Roof Drains:			
Clean debris			
Remove standing water			
Special Events:			
Mow			
Rake planters			
Remove debris-before			
Remove debris-after			
Child Care Center:			
Plants, shrubs, lawn			
Other			

Contractor Signature(s): _____

Site Supervisor: _____ Date _____

Manager: _____ Date _____

LANDSCAPE MAINTENANCE SCHEDULE

AREAS OF CONCERN	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	YEAR
LAWN AREAS													
Mow and edge (Weekly)	X	X	X	X	X	X	X	X	X	X	X	X	
Aerate (Annually)											X		
Seeding turf areas (Annually)											X		
PLANTERS													
Color change (3 times a year)		X				X				X			
TREES													
Trim (Annually)			X	X									
Date Palm drainage (Once a month)	X	X	X	X	X	X	X	X	X	X	X	X	
SLOPE AREAS													
Inspect plants disease or insect damage (Weekly)	X	X	X	X	X	X	X	X	X	X	X	X	
10' Buffer zone (Monthly)	X	X	X	X	X	X	X	X	X	X	X	X	
INSECT & RODENT													
Snail bait (Monthly)	X	X	X	X	X	X	X	X	X	X	X	X	
IRRIGATION SYSTEM													
Inspection/Test Sprinkler Sys. (Weekly)	X	X	X	X	X	X	X	X	X	X	X	X	
FERTILIZATION													
Plants & lawn area (6 times a year)	X		X		X		X		X		X		
Tree root area (6 times a year)	X		X		X		X		X		X		
ROOF/SITE DRAINS													
Remove all plant material, debris and soil from site drain covers (Weekly)	X	X	X	X	X	X	X	X	X	X	X	X	
Clean flush site drains (Annually)					X								
Remove debris & clear rain gutters (Twice a year)					X					X			
CLEARING													
Eradicate (Twice a year)				X							X		
CHILD CARE CENTER													
Rake play area		X				X			X			X	
Rototill sand area (Twice a year)		X					X						
Over seed turf area (Once per year-must schedule with Child Dev Director at site)													X



Santiago Canyon College

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

A-LOWER LEVEL
Bookstore • Classrooms • Media Systems Office
SCC Outreach • SSS TRIO

A-UPPER LEVEL
Academic Senate Office • Administration
Administrative Services • Associated Student Government
Bellevue Univ. Outreach • CAMP • Classrooms
Foundation Office • International Students • Publications
Scholarships • Student Life & Leadership
Upward Bound Math and Science • Veterans

B-LOWER LEVEL
Classroom • Faculty Offices

B-UPPER LEVEL
Classrooms

C-BUILDING
Child Development Center

D-FIRST FLOOR
Career Services • Classrooms • Counseling
Faculty Offices • Transfer Success Center

D-SECOND FLOOR
Math Study Center • 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 • Enrollment and Support Services

E-THIRD FLOOR
Classrooms • Faculty Offices • Pathways to Teaching
Testing Center • First Year Support Center

G-FIRST FLOOR
Gym and Fitness Center

G-SECOND FLOOR
Aerobics • Swimming Pool
Kinesiology Offices

H-HUMANITIES BUILDING
Classrooms • Faculty Offices
Information Technology • Language Lab
Writing Center

L-LIBRARY
Instructional Design Center
Tutoring Center

MO-MAINTENANCE & OPERATIONS
District Publications • District Warehouse

RG-ROSE GARDEN

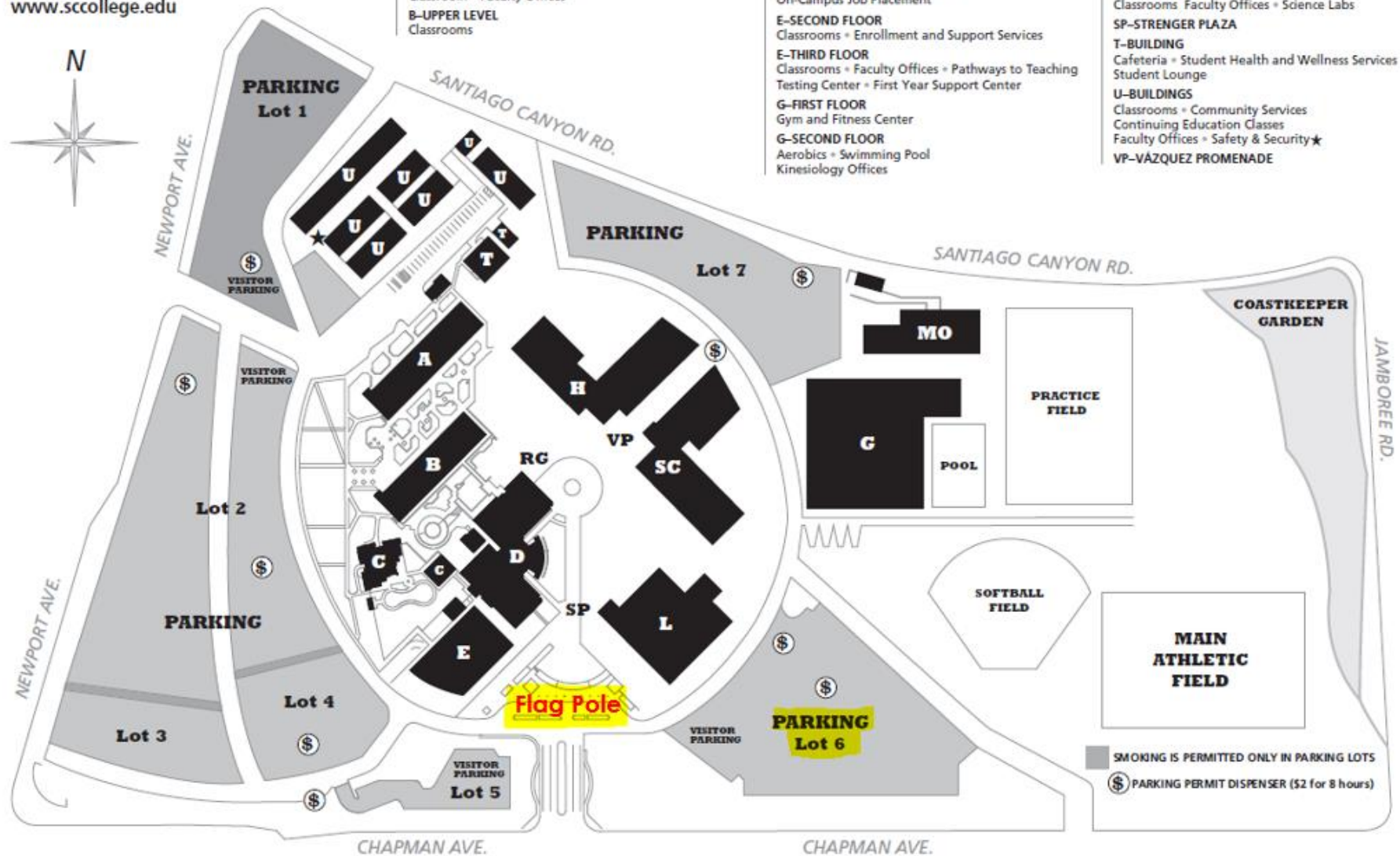
SC-SCIENCE CENTER
Classrooms • Faculty Offices • Science Labs

SP-STRENGER PLAZA

T-BUILDING
Cafeteria • Student Health and Wellness Services
Student Lounge

U-BUILDINGS
Classrooms • Community Services
Continuing Education Classes
Faculty Offices • Safety & Security★

VP-VÁZQUEZ PROMENADE



2017 Withholding Exemption Certificate**590**

The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.

Withholding Agent Information

Name _____

Payee Information

Name _____

☐ SSN or ITIN ☐ FEIN ☐ CA Corp no. ☐ CA SOS file no.

Address (apt./ste., room, PO box, or PMB no.) _____

City (If you have a foreign address, see instructions.) _____

State _____

ZIP code _____

Exemption Reason**Check only one box.**

By checking the appropriate box below, the payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

☐ **Individuals — Certification of Residency:**

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Corporations:**

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Partnerships or Limited Liability Companies (LLCs):**

The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

☐ **Tax-Exempt Entities:**

The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

☐ **Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans:**

The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

☐ **California Trusts:**

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

☐ **Estates — Certification of Residency of Deceased Person:**

I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

☐ **Nonmilitary Spouse of a Military Servicemember:**

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.To learn about your privacy rights, how we may use your information, and the consequences for not providing the requested information, go to ftb.ca.gov and search for **privacy notice**. To request this notice by mail, call 800.852.5711.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Type or print payee's name and title _____ Telephone (____) _____

Payee's signature ► _____ Date _____

Request for Taxpayer Identification Number and Certification

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

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

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 of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its 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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

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 for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

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, later.

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*, later, 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 person 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 Pub. 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 instructions for Part II 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*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

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*, later, 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 (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a 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 on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes,	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or	
• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on 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. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

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.

If you are a single-member LLC that is disregarded as an entity separate from its owner, 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 *What Name and Number To Give the Requester*, later, 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. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

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 item 1, 4, or 5 below indicates 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), ABLE accounts (under section 529A), 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) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. 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:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. 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
15. 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*, earlier.

***Note:** The 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 Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic 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 report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft 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.