SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT
40 South Market Street
San José, CA 95113

REQUEST FOR PROPOSAL
RFP # 0611-15
INSPECTOR OF RECORD (IOR) SERVICES

SAN JOSE CITY COLLEGE
PHYSICAL EDUCATION BUILDING #31125

Submit Proposals no later than 3:00 p.m. on June 11, 2015 to:
San José/ Evergreen Community College District
40 South Market Street
San José, CA 95113
Attention: Carlos Marques
(408) 270-6431
carlos.marques@sjeccd.edu

Contact Information:
Sandy Lott
Gilbane Building Company
(408) 288-3194
Slott@Gilbaneco.com

KEY DATES

- **Non-Mandatory** pre-submittal conference: **10:00 AM Friday, May 29, 2015** at the Gilbane Offices at San Jose’ City College, San José, CA. (Next to 787 Mansfield Dr, San Jose)
- **Submit** all questions regarding this RFP: before **June 2, 2015 @ 10:00 am**.
- Final Addendum to be issued: **June 5, 2015**.
- Tentative Interview date: **June 16, 2014**.
- Board of Trustees award of a contract for IOR Services to the selected firm: **July 14, 2015**.
SECTION 1. INTRODUCTION

The San José/Evergreen Community College District (District) is issuing this Request for Proposals (RFP) soliciting Statements of Qualifications (SOQ’s) and pricing from firms and individuals qualified to provide the District with DSA Inspector of Record (IOR) Services described in this document for the construction of the Physical Education Gymnasium project at San Jose’ City College (the Project). This document describes the Project, the required scope of work, the selection process and the minimum information that must be included in the SOQ’s and pricing proposals.

SECTION 2. PRE-SUBMITTAL CONFERENCE

A non-mandatory pre-submittal conference will be held on May 29, 2015 beginning at 10:00 a.m. at the Gilbane Office @ San Jose City College, Bldg K, (Next to 787 Mansfield Dr. San Jose, CA). Receive a parking pass at the Gilbane reception.

Information specific to this solicitation will be provided as well as general Project information, and a tour of the Project site.

SECTION 3. BACKGROUND & PROJECT DESCRIPTION

The San José/Evergreen Community College District educates more than 30,000 students per year. The District voters passed Proposition 39 general obligation bond measures in the amount of $185M dollars for San José/Evergreen Community College District, Measure G-2004. This bond measure supports the District’s efforts toward upgrading its facilities, constructing energy-efficient, technology-driven, classrooms and labs, upgrading outdated electrical, plumbing, heating/ventilation systems, and working toward achieving maximum efficiency, for teaching environments and in the infrastructure that supports those environments.

As part of the 2004 bond program San Jose City College will modernize the physical education facilities by providing new and renovated buildings that would serve the growing needs of the students and the physical education programs on campus for the foreseeable future.

The general project scope includes new construction and repurposing of existing facilities. At approximately 50,000 gross square feet, the facilities will be located in the northwest part of the campus and include a spectator gymnasium, a fitness center, locker and dressing rooms, training rooms, offices and labs.

The Project has been mandated by the District to achieve United States Green Building Council’s (USGBC) Leadership in Energy and Environmental Design (LEED), LEED/LEED for Schools–Silver certification, thereby incorporating sustainable building practices into the design and selection of equipment and systems. Proposers should be familiar and experienced with all procedures and
requirements with respect to California public schools, DSA oversight and the LEED process/documentation requirements.

SECTION 4. PROJECT DOCUMENTS

DSA submittal documents prepared by LPAS Architecture. are available at:

SJECCD website:

http://www.sjeccd.edu/district-services/fiscal-services/purchasing-bids

SECTION 5. DESIGN TEAM & OTHER PROFESSIONALS

Architect: LPAS Architecture + Design
- Structural
- HVAC, Plumbing & Electrical
- Civil
Thornton Thomasetti
Interface Engineering
BKF Engineering

Commissioning Agent: Alpha Tech

General Contractor: Sundt Construction, Inc.
Design Assist Subcontractors:
- Plumbing: R. Hellwig
- HVAC: O.C. McDonald Co. Inc.
- Electrical: Rosendin Electric

Testing & Inspection: To be Determined

SECTION 6. SCHEDULE

The project is currently being reviewed by the Division of the State Architect (DSA) and is expected to receive approval in July 2015. Sub-trade bidding is anticipated to occur during Summer 2015 with construction commencing in October 2015 and substantial completion in January 2017. The project duration is scheduled for 16 months. Occupancy is scheduled for April 2017. The Contractor may, at their option, complete the work sooner.

SECTION 7. COST

The total cost of construction (including construction service fees/general conditions, overhead and profit, and contractor contingency) is estimated to be $19,400,000.
SECTION 8. DELIVERY METHOD

The District has been approved the use of the Lease-Leaseback construction delivery method for this project. A Preconstruction Services Agreement with Sundt Construction, Inc. was executed in February 2014. Since then, Sundt has contracted with selected subcontractors who have provided Design-Assist services in their particular fields to provide collaborative guidance to the design team during the design phase. Upon receiving DSA approval, Sundt will solicit subcontractor bids to develop a Guaranteed Maximum Price (GMP) for the project. Pending District approval of the GMP, Sundt would thereafter enter into Facilities and Site Lease Agreements wherein the District will lease District-owned property to the Contractor and the Contractor will agree to construct the Project pursuant to the District’s Construction Provisions. The District will receive incremental title to the constructed property in accordance with payments made. The District will pay for and take title to all improvements no later than completion of construction of the Project, at which time the leases will be terminated.

SECTION 9. TEMPORARY FACILITIES FOR IOR

A. The Lease-Leaseback General Contractor will be required to provide the following for the DSA Inspector of Record (IOR):

1. Lockable field office, 8’ x 20’ min. lockable field office with the following:
   a. Operable window. 3’ x 4’ min. with blinds or shade.
   b. Electricity. 3 duplex power outlets of sufficient voltage and amperage to operate office equipment listed below.
   c. Lighting. Interior lighting meeting office standards. Exterior light at entry door.
   d. Internet. High speed internet connection with 2 data ports.
   e. Drinking water with cups, to be maintained during the duration of the work.
   f. Heating & Cooling.
   g. Furniture.
      i. Desk 3’ x 6’ w/pencil drawer & side drawers.
      ii. Adjustable/ergonomic, swivel, office chair with arms.
      iii. 2 – Side chairs
      iv. Hanging rack with 8 sticks for large format drawings
      v. Layout surfaces adjacent to hanging rack sufficient for large format drawings.
      vi. 1 – 4 drawer filing cabinet
      vii. 1 – 2 drawer filing cabinet
      viii. 1 – Mounted White Board, 3’ x 5’ min. with marker tray, full set of markers & eraser.
     ix. 1 – Waste Receptacle.
   h. Office Equipment.
      i. Black & White Printer/Scanner capable of handling 11” x 17” paper with a production rate of 50 ppm.
      i. Cleaning. Weekly.

B. The District will designate convenient parking for one vehicle at no charge.
SECTION 10. SCOPE OF REQUIRED SERVICES

The DSA Inspector of Record will act as the agent of the Division of State Architect at the project site and report to both the DSA and the District’s Program Manager (Gilbane Building Company). The IOR shall ensure that the projects are constructed according to the approved plans and specifications. The District’s Program will provide direction to the IOR and assist with coordinating with the General Contractor.

A complete scope of services is described in Exhibit A –Scope of Consultant Services and will be incorporated into the Agreement.

The project requires the following: Class 1 DSA Inspectors

The IOR is expected to coordinate with the Design Team, the Program Manager, Testing Labs and Special Inspectors and the awarded General Contractor.

The anticipated project schedule is described in this document and is subject to variations at the discretion of the District. A final schedule will be incorporated in the Agreement for Services. As part of their proposal, candidates shall evaluate the schedule to determine if it adequately accounts for all time and stages required to complete the project. If any alterations to time allotted or activities listed are foreseen, they shall be submitted as part of the Proposals.

SECTION 11. RESPONSES TO THE RFP (Content & Format)

A. COVER (1 Page):

Include the title “San José/Evergreen Community College District, Response to Request for Qualifications/Proposals for DSA Inspector of Record (IOR) Services for San Jose City College – Physical Education Gymnasium, #122, date, and contact information, including email addresses.

The proposer should acknowledge that they will execute the District’s Independent Contractor Agreement (ICA) and will provide the required insurance and indemnity clauses if selected.

B. STATEMENT OF QUALIFICATIONS (SOQ)

As required by law, all project inspectors for this project must be DSA approved under the appropriate classification for work on each individual project. The project inspector must maintain their DSA project inspector certification valid throughout the duration of assignment to any project and fulfill the requirements of the DSA re-certification program as necessary.

DSA approval considers the following:

- The proper relationship between the class of the inspector’s certification and the project’s classification,
- The inspector’s work experience,
- The inspector’s workload and time commitment to the project,
- The utilization of assistant inspector(s),
• Satisfactory performance on previous school construction projects, and
• Verification that the inspector is employed by the District

In order for the District to evaluate and recommend an IOR for this project please provide the following:

1. **Experience of Personnel** (6 pages maximum):

   Provide resumes for all personnel who will have major project responsibilities and who will be available to provide IOR services and support services to accommodate the described schedule. Each resume must include:
   
   a. Name and Title
   b. The project assignment or role that person will fulfill in relation to the District
   c. Years of relevant experience with the Company
   d. Academic degrees, professional registrations, field of registration, and year acquired
   e. List of previous DSA project clients, including individual contact information, dating back to projects beginning within the last 5 years
   f. A synopsis of experience, training, or other experience which is applicable to the project and addresses the DSA considerations listed above.

2. **Availability of Personnel** (1 page maximum):

   Provide availability of primary personnel during the proposed construction schedule.

3. **Position Rates** (1 page maximum)

   Provide rates for all position types who will have major project responsibilities. Include anticipated reimbursable expenses in the position rates. Reimbursable expenses will **not** be allowed in the Agreement.

**C. PRICING**

1. **Pricing** (1 Page): Please provide total estimated fees to provide Professional services as described in the Scope of Work above and in Exhibit A per the anticipated schedule listed in this RFP to present the proposer’s understanding of and approach for the work required for this project. Upon selection of an Inspector, the District will negotiate a not-to-exceed fee based on position rates and mutually anticipated activities and hours.

   a. **Fees**

      i. **Rate sheet**: Provide a rate sheet detailing various hourly rates, minimums (if any) and costs for unique inspections.

      j. **Not-to Exceed Fee**: Provide a Not-to-Exceed fee based on anticipated activities and hours, based on position rates included in your SOQ response. The not-to-
exceed fee shall include estimated costs for inspections, work, etc. required during off-hours, weekends, holidays, etc. and re-inspections as required.

ii. Reimbursables: Reimbursables will not be permitted in the Agreement. Proposers must include in their position rates all expenses associated with performing the IOR services including travel, meals, lodging, printing, etc.

b. Deliverables

As Listed in Exhibit A – Scope of Consultant Services

c. Special Conditions and Exclusions

The proposer may suggest changes and improvements to the task list. For this proposal, it is assumed by the District that all of the tasks will be completed, unless any proposed changes are clearly identified in the respondent’s proposal.

2. Authorized Signatures (1 Page): Every proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Upon request of the San José/ Evergreen College District, any agent submitting a proposal on behalf of a Proposer shall provide a current power of attorney certifying the agent’s authority to bind the Proposer. If an individual makes the proposal, their name, signature, and post office address must be shown. If a firm or partnership makes the proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the proposal, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation.

SECTION 12. SUBMISSION OF THE RESPONSES TO THE RFP

A. RFP Submission Schedule

<table>
<thead>
<tr>
<th>Date</th>
<th>Milestone</th>
</tr>
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<tbody>
<tr>
<td>May 13, 2015</td>
<td>Release of RFP</td>
</tr>
<tr>
<td>May 29, 2015 @ 10:00 am</td>
<td>Pre-Bid Conference (Non-Mandatory)</td>
</tr>
<tr>
<td>June 2, 2015</td>
<td>Last Day for RFP Questions</td>
</tr>
<tr>
<td>June 5, 2015</td>
<td>Release of Final Addendum (if required)</td>
</tr>
<tr>
<td><strong>June 11, 2015 @ 3:00 pm</strong></td>
<td><strong>Submissions Due</strong></td>
</tr>
<tr>
<td>June 16, 2015</td>
<td>Interviews (Tentative)</td>
</tr>
<tr>
<td>June 12 - 19, 2015</td>
<td>Negotiations &amp; Notice of Intent to Award</td>
</tr>
<tr>
<td>June 19, 2015</td>
<td>Award Contract</td>
</tr>
</tbody>
</table>
B. **SOQ/Pricing Submittal**: Responses should be clearly labeled and submitted via mail to the Purchasing Agent listed on the cover of this RFP before the submittal deadline. Proposer’s authorized representative must properly initial any erasures or alterations of any kind. Proposals that contain omissions or improper erasures or irregularities may be rejected.

C. **SOQ/Proposal Deadline**: Proposals may be submitted any time before the Submittal deadline. Proposals that do not arrive by the Submittal Deadline will be late and will not be considered.

D. **SOQ/Proposal Modifications**: Any Proposer who wishes to make modifications to a proposal already received by the San José/Evergreen Community College District must withdraw their proposal in order to make the modifications. Withdrawals must be made in accordance with the terms and conditions of this solicitation (see Withdrawal of Proposal). All modifications must be made in ink, properly initialed by Proposer’s authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the Proposer to ensure that modified or withdrawn proposals are resubmitted before the Submittal Deadline.

E. **Ownership of SOQ’s/Proposals**: All materials submitted to the District will become the property of the District and will not be returned. All information submitted in response to the RFP will be considered official information acquired in confidence and the District will maintain its confidentiality to the extent permitted by law.

**SECTION 13. SELECTION PROCESS & EVALUATION CRITERIA**

A. **SOQ/Proposal Opening and Results**: There will be no public opening of SOQ’s/Proposals. However a list of the names of companies submitting proposals will be available within a reasonable time after the Submittal Deadline.

B. **Evaluation Criteria**:

- Resumé, Qualifications, and references for the on-site Inspector of Record (IOR)
- Availability of Personnel
- Position Rates & Proposed Fees
- Interviews

Based upon SOQ’s and pricing, the District will rank the proposers, create a list of finalists, and invite up to three of the top-ranked finalists to participate in an interview.

Interviews will be held with each selected proposer to discuss:

- The Inspector’s knowledge of their role and responsibilities, job duties, and limits of authority.
• Characteristics of the Inspector necessary to develop and maintain satisfactory working relationships. Such characteristics include effective communication skills, patience, determination, consistency and the ability to exercise sound judgment.
• Inspector’s physical ability and stamina to inspect all construction, and to maintain a responsive presence on the job.
• Inspector’s knowledge of construction methods, building materials, material testing/special inspection procedures and building codes applicable to the project.
• Inspector’s approach and methods for carrying out the Project.
• How the Inspector’s team brings value to the Project.
• Other subjects chosen by the Selection Committee.

All interviewees will be asked the same initial questions.

The District intends to negotiate a contract with the proposer most qualified, as determined by the District to be in the best interest of the District, at compensation that the District determines is fair and reasonable. Should the District be unable to negotiate a satisfactory contract with the proposer considered the most qualified at a price the District deems reasonable, negotiations with that proposer may be formally terminated. The District may then undertake negotiations with the second most qualified proposer, as determined by the District to be in the best interest of the District.

C. DSA Approval:

Before submitting a form DSA 5-PI for Class 1 or Class 2 projects, the Design Professional in General Responsible Charge must consult the DSA field engineer assigned to the project by the DSA Regional Office. The design professional and the DSA field engineer must review the recommended Inspector’s qualifications for the project with regard to DSA approval criteria. The use of Assistant Inspectors must also be considered at this time.

The Inspector must obtain prior written approval from the District, the responsible design professional(s), and DSA for any changes to the time commitment or workload from that indicated on the approved form DSA 5-PI. To obtain this approval, the Inspector must complete a revised form DSA 5-PI, submit it to the design professional for review and approval, who, in turn, shall submit the completed form to DSA.

If the Inspector meets the requirements for approval, the DSA field engineer will sign the form DSA 5-PI, which indicates DSA approval. A copy of the signed form DSA 5-PI will be promptly returned to the Inspector and the Design Professional in General Responsible Charge.

If DSA is unable to grant approval, the form DSA 5-PI will promptly returned to the Design Professional in General Responsible Charge, with documentation of the reason(s) why approval was not granted. The proposed Inspector may be reconsidered for approval if these documented reasons are satisfactorily addressed on the re-submitted form DSA 5-PI.
D. **District Rights:**

1. **Supplemental Information:** The District reserves the right to request, receive, and evaluate supplemental information and clarifications during its evaluation of submissions. The District will conduct this process in a fair and impartial manner.

2. **Cancellation/Modification:** The District reserves the right to cancel or modify the RFP process at any time, to extend the date that responses are due and to reject any or all responses to the RFP.

3. **Waiver:** The District reserves the right to waive non-material irregularities in any response.

4. **Commitment or Payment:** Issuance of this RFP does not commit the District to award a contract or to pay any costs incurred in preparation of any response to this RFP.

E. **Contract Documents:** The contract, if the District chooses to award, will be awarded by the Board of Trustees pursuant to the provisions of Education Code 81335 et. seq.

The form of contract will be the District’s standard Independent Contractor Agreement (ICA). A copy of the District’s ICA is attached. The proposer must confirm in its cover letter response to this RFP that it has reviewed the ICA and will enter into that agreement and provide the required insurance coverages, if selected to provide services to the District.

F. **Submission Results:** All proposers will be contacted via email or phone with informing them of award results.

G. **Disqualification of Proposer:**

1. **Incomplete/Incorrect Information:** Incomplete SOQ’s or incorrect information may be cause for disqualification.

2. **Collusion:** If there is reason to believe that collusion exists among the Proposers, the SJECCD may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. A person, firm, or corporation who has submitted a sub-Proposal to a Proposer, or who has quoted prices on materials to a Proposer, is not thereby disqualified from submitting a sub-Proposal or quoting prices to other Proposers. Reasonable ground for believing that any Proposer is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Proposer is interested. If there is reason to believe that collusion exists among the Proposers, the SJECCD may refuse to consider...
Proposals from participants in such collusion. Proposers shall submit as part of their Proposal documents the completed Non-Collusion Declaration provided herein.

SECTION 14. ADDENDA

If Addenda to this RFP are issued, they will be posted to the District website referenced earlier in this document. Respondents must acknowledge receipt of Addenda in their RFP responses. Failure to acknowledge and respond to any Addenda issued by the District may cause the Respondent’s SOQ to be deemed non-responsive.

SECTION 15. QUESTIONS

Any questions or requests for clarifications to this RFP must be submitted in writing to the Program Manager via email to:

Sandy Lott, Gilbane Building Company
San José/Evergreen Community College District
slott@gilbaneco.com
(408) 294-3194

with a copy sent to:

Carlos Marques, District Purchasing Agent
San José/Evergreen Community College District
carlos.marques@sjeccd.edu
(408)270-6431

Questions must be submitted no later than June 2, 2015 at 10:00 am. Questions received after the deadline may be answered at the discretion of the District. The District will respond to the questions by issuing one or more Addenda to the RFP. The Addenda will be e-mailed to the same companies the District invited to participate in the RFP.

SECTION 16. SUBMITTAL OF PROPOSALS

Each Proposal shall be hand delivered to, or received by mail at, any time during regular working hours of 8:00 a.m. to 5:00 p.m., up to the deadline and no later than June 11, 2015 @ 3:00 pm. The District reserves the right, prior to opening any of the sealed proposals, to extend or reset a new deadline for submission of Proposals. In the event that the deadline for submission of Proposals is extended, the proposals that were received prior to the original deadline for receipt will be held, without opening them, until the new deadline for submission has passed. Submit one (1) original, two (2) copies and one (1) electronic copy (in PDF format on a USB) of the Proposals to:

Carlos Marques, District Purchasing Agent
San José/Evergreen Community College District
40 South Market Street
San Jose, CA 95113
**Proof of Registration with DIR:** DSA Inspectors of Record must be registered with the State Department of Industrial Relations. Proposers must provide proof that they are registered with the Department of Industrial Relations by including, with their proposal, a screenshot of the results from a Public Works Contractor Registration Web Search. This may be obtained from the website listed below:

https://efiling.dir.ca.gov/PWCR/Search

**ATTACHMENTS**

- Exhibit A: Scope of Consultant Services – Inspector of Record (IOR)
- Independent Contractor Agreement (ICA)
- Non-Collusion Declaration
- W9 Form
- Business Enterprise Certification
EXHIBIT A          Scope of Consultant Services

Project:  #31125 Physical Education Building
Location:  San Jose City College Campus

Inspector of Record (IOR)

All proposals shall be based on, but not limited to, the services listed below. Upon successful completion of contract negotiations, DSA approval and issuance of a contract Notice to Proceed, the Consultant will be responsible for the following:

A. General. The IOR shall act as an agent for the District at the project site. Services under this Agreement are to provide assurance that the Project is built according to the approved construction documents so that the Division of the State Architect, Office of Regulation Services can certify the Project work when complete. The IOR must possess actual knowledge obtained by their personal inspections of the work of construction in all stages of its progress to ensure that the requirements of the approved plans and specifications are being executed. The IOR must follow DSA applicable Interpretation of Regulations describing the duties of the Project Inspector.

The duties of Inspector will include all activities required to develop, comprehend and maintain personal knowledge of the Project work, generally including the following:

- Maintain codes, documents & records as prescribed by DSA,
- Attend Project meetings,
- Continuously inspect construction and maintain records of such inspections
- Inspect materials & material deliveries,
- Identify, document & report deviations in the construction from the requirements of the DSA approved construction documents,
- Coordinate Testing & Inspection,
- Monitor the work & reports of the Laboratory of Record (LOR),
- Prepare Reports,
- Monitor the work of Assistant Inspectors if applicable,
- Communicate & Notify appropriate parties in an organized & timely manner
- Review as-built drawings, requests for payment,
- Issue correction and stop work notices and notify the Program Manager and District in writing if work does not conform to contract documents,
- Report project delays,
- Perform Project close-out procedures and all other tasks required to be performed by a “Project Inspector” under Title 24, Part I of the California Code of Regulations, and as required by the Education Code “Field Act”.

B. Pre-Construction

1. Familiarity with Contract Documents. Develop a comprehensive understanding of the contract plans and specifications to perform the duties contained herein.

2. Inspection Plan. Prior to commencement of work, IOR will cooperate with the Program Manager, General Contractor and the Architect to develop an Inspection Plan for the project.
3. **DSA Documents List.** Prior to commencement of work the IOR shall work with the Program Manager to develop a list of DSA required documents unique to the individual project.

4. **Posting.** Post all addenda items in the DSA approved inspector set of project documents.

C. **Maintenance of codes, documents & records**

1. **Codes.** Maintain copies of the applicable Title 24 building codes and interpretive manuals at the job site for the duration of the Project. The codes shall include, at a minimum:
   
   a. The State Uniform Plumbing Code;
   
   b. The State Uniform Mechanical Code;
   
   c. The State and National Electric Code[s];
   
   d. The State Uniform Building Code;
   
   e. State access standards and interpretive regulations;

2. **Up-to-date Plans.** The IOR shall keep a current and up to date file of approved plans and specifications (including all approved documents authorizing changes) on the job at all times, and shall immediately return any unapproved documents to the Program Manager for proper action. The approved plans and specifications shall have all addenda, changes, field directives identified and posted in the job file. Maintain records at the site in an orderly manner, including the construction contract, addenda, supplements, submittals, correspondence, approved shop drawings, and other project data.

3. **Construction Procedure Records.** The IOR shall keep a record of certain phases of construction procedures including, but not limited to the following:

   a. Concrete pouring operations. The records shall indicate time, date and location of placing concrete and the time, date and location of removal of forms in each portion of the structure.
   
   b. Welding operations. The record shall include identification marks of welders, lists of defective welds, manner of correction of defects, etc.
   
   c. All such record of construction procedures shall be kept on the job until the completion of the work. These records shall be made a part of the permanent records of the Owner.

D. **Meetings.** Attend all meetings as requested in contract documents and requested by the District, such as billing meetings, specification review, coordination, progress, and pre-installation meetings.

E. **Inspection**

1. **Construction Methods and Procedures.** Review and monitor Contractor's construction methods and procedures during all construction activities, including earthwork, concrete placement, steel erection, all finishes, electrical, mechanical, fire alarm, etc.

2. **Inspection Card.** Perform Inspection Card (DSA-152) sign-off when certain construction milestones are completed in accordance with the DSA approved construction documents and as outlined in the DSA-152 Inspection Card Manual. When a portion of construction includes structural testing and special inspections, the IOR shall coordinate with the laboratory and/or special inspectors to obtain their Interim Verified Report in order to complete the sign-off of the Inspection Card.

3. **Special Inspection.** Coordinate the activities of Special Inspection to ensure that the project design criteria and specifications are implemented. Special Inspection by Inspectors specially approved by the District may be required on all of the following, as applicable:
Special Inspections may be performed by the IOR if they have been specifically approved for such purposes. Where other Special Inspectors are required to comply with DSA and/or CBC requirements, the IOR shall manage coordination, scheduling, and timely reporting of results to the Program Manager.

The District may also require Special Inspection for any other shop fabrication procedures that preclude the complete inspection of the work after assembly. It may require special inspection at the site in addition to those listed above if found necessary because of the special use of a material or methods of construction.

4. Materials. Inspect, verify and document Contractor's delivered equipment and materials to insure that they meet submittal and specification requirements. Such inspection must occur within 48 hours of Contractor's delivery to the job site. Notify the Program Manager in the event that materials stored on site will neither interfere with the Project work nor incur damage from weather or other causes.

F. Testing and Inspections. The IOR shall be the Contractor's sole point of contact for, and shall coordinate, all testing and inspections. This Includes testing and inspections by other consultants and outside agencies. The IOR shall maintain a log and record dates and times of hours worked onsite as well as tests performed for all special inspections. The IOR shall review all invoices for special inspections.

G. Reporting.

1. Inconsistencies and Errors. All inconsistencies or suspected / apparent errors in the plans and specifications shall be reported promptly to the Program Manager for interpretation and instructions by the Architect. In no case shall the final instructions be construed to cause work to be done that is not in conformity with the approved plans, codes and regulations, specifications unless accompanying documents authorize such changes. Cooperate with the Architect, Program Manager, Testing Lab, regulatory agencies and appropriate governing bodies during the observation of the work of construction to insure compliance with the approved drawings and specifications.

2. Interpretations and Clarifications. Request interpretations and clarifications of the approved contract drawings and specifications when necessary from the Architect via the Program Manager. Refer any received code interpretations that cause deviations from the approved drawings and specifications to the Architect and the Program Manager for preparation of response.

3. Reports. Provide required reports to the Division of State Architect.

   a. Daily Activity Reports. Submit, on a daily basis, an activity report, in PDF format, to the Program Manager, including the following information as it pertains to work inspected:
1. Activities performed by the Contractors, and areas where work is performed.
2. Manpower assigned to each Contractor and Subcontractor.
3. Equipment and materials delivered to the site.
4. Weather conditions.
5. Construction equipment and vehicles utilized.
6. Identification of visitors to the site
7. Any observations of the Inspector and/or Architect
8. Verbal instruction and clarifications of the work given to the Contractor.
9. Inspection by representatives of regulatory agencies.
10. Note occurrences or conditions that might affect Contract Sum or Contract Time.
11. Record any work or material in place that does not correspond with the drawings or specifications, as well as resulting action taken. List any other problems or abnormal occurrences that arise during each day, including notations of any particular lack of activity by the Contractor. Note corrective actions taken and persons notified of any corrective actions deemed.
12. Provide digital photographs of segments of construction as well as items that will be permanently covered

b. Semi-monthly Reports. Reports, in PDF Format, shall be submitted on the 1st and 16th day of each month of Project work.

c. Verified Progress Reports. Reports to be submitted as required by Title 24, and provided to DSA on required form, following review by the Architect; Inspector must provide the Verified Progress Reports to Architect, in typed format, forty-eight hours prior to the date of required transmission to DSA.

4. Other. Confirm that Fire Life Safety and electronic grounding tests have been successfully completed.

H. Notification

1. Deviations. The IOR shall notify the Contractor, in writing of any deviations from the approved plans and specifications that are not immediately corrected by the Contractor when brought to their attention. Copies of such notice shall be forwarded immediately to the Program Manager and to the District.

Failure on the part of the IOR to notify the Contractor of deviations from the approved plans and specifications shall in no way relieve the Contractor of any responsibilities to complete the work covered by their contract in accordance with the approved plans and specifications and all laws and regulations.

2. Corrective Changes. Submit to the Program Manager, in a timely manner, a detailed report or request for a clarification whenever any corrective change is necessary in field construction that will result in a variance from the drawings or specification as originally issued.

3. Notice of Non-Compliance. Issue notices of non-compliance to the Contractor, with copies to Program Manager/Architect denoting apparent deviations from the Contract Documents and preparation of a log of such deviations. Notify the Program Manager of apparent changes from the contract documents without an authorized and approved change order.

   a. Notify Program Manager/Architect of questionable materials and/or workmanship, as needed, to allow remedial action to be taken, in circumstances where Inspector believes he is not qualified to judge the acceptance of such materials and/or work.
4. **Benchmarks.** Provide notice of specific benchmarks during the course of construction, in accordance with applicable requirements of the Division of the State Architect.

I. **Review**

1. **As-Builts.** Inspect and verify that Contractor's As-Built record documents are updated on a regular basis and are complete and up to date monthly prior to processing the Contractor's monthly payment request.

2. **Special Inspection Billings.** The IOR shall review Special Inspector's billings and provide to the Program Manager a written accounting that either notes discrepancies or makes the recommendation to accept the billing as submitted.

3. **Contractor Payment Requests.** Assist in review the Contractor's Payment Requests at billing meetings.
   
   a. Verify Contractor's monthly request for payment to determine that the request is consistent with the work completed; certify or recommend denial of the request for payment and forward to Architect for action;

4. **Contractor Submittals.** Assist in the review of Contractor's Submittals.

J. **Closeout**

1. **Substantial Completion.** When the Contractor's work or a designated portion thereof is substantially complete, prepare a list of incomplete or unsatisfactory items via a punch list and submit to the Program Manager.

2. **Project Completion.** At completion of the project, deliver all inspection records and project correspondence to the Program Manager.

3. **Project Inspector Verified Report (DSA-6-PI).** Upon successful completion of project, Inspector shall promptly submit DSA-6-PI to DSA per California Code of Regulations, Title 24, Part 1, Sections 4-336 or 4-240.

K. **Duties Not Included.** Inspector will not be expected to perform the following work of others.

1. The Inspector will not supplant any part of Architect’s Construction Administration responsibilities;

2. The Inspector will not duplicate any of the responsibilities assigned to Construction Manager, who will function as the District's lead consultant during the construction phase.

3. The Inspector shall take special care to ensure that they do not issue instructions to the Contractor that will result in a claim for extra compensation or a claim for an extension of time of Contract completion.

4. The Inspector will not perform specific coordination tasks or provide construction supervision.

5. The Inspector will not perform any duties related to the monitoring and enforcement of project site safety. This shall be a responsibility of the General Contractor. If a potential concern is observed, the Inspector will notify the General Contractor and Program Manager.
L. Facilities and Equipment.

1. District will provide office space, furniture and equipment as described in the RFP, for use by the Inspector of Record. Inspector will be responsible for providing their own vehicle, and special equipment, personal computer and related equipment, and any clerical support and other goods and supplies necessary to perform services as required by this contract.

M. Withdrawal of Approval and/or Certification.

1. The DSA field engineer observes the project inspector’s performance of code-prescribed duties during the course of construction. The IR A-8 describes the required duties and responsibilities of the project inspector. Failure to perform duties as required may result in the withdrawal of approval and/or certification of the project inspector.

END
INDEPENDENT CONTRACTOR AGREEMENT (ICA)

(This agreement is not a construction contract within the meaning of Civil Code section 2783, and is not an agreement for the provision of construction services within the meaning of Public Contract Code section 20651.)

THIS AGREEMENT (hereinafter “Agreement”) is entered into this _______ day of ______________________ 20_____ by and between SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT (hereinafter “District”) and _____________________________________ (hereinafter “Contractor”).

Contract documents under this Agreement consist of the seven-page description of conditions and the nature of services to be provided, accompanied by authorized signatures of the parties and any other attached specifications, drawings, specific or general conditions, or attachments intended to be included in this Agreement.

1. General Conditions

   A) Relationship of the Parties:

   It is understood that this is an agreement by and between Contractor and District and is not intended to, and shall not be construed to, create the relationship of agent, employee, partnership, joint venture or association, or any relationship aside from that of independent contractor. Contractor warrants that neither it nor its own employees, agents, subcontractors or helpers are employees or agents of the District, and further agrees that the District shall not be vicariously liable for the negligence or other tortuous conduct of Contractor, its employees, agents, subcontractors or helpers.

   B) Indemnity:

   Contractor shall indemnify, hold harmless and at its sole cost defend the District, its Governing Board and Members, its Officers, employees and agents from and against any suit, claim, cause of action, liability, economic loss, damage, death, bodily injury or personal injury (hereinafter, “claim”) arising from the Contractor’s performance, or failure to perform, any of its obligations hereunder, including such claims caused in part by active negligence or other breach of the District or its agents, where Contractor's performance or failure to perform was negligent or otherwise wrongful. Contractor’s duty to defend shall be triggered by Contractor’s receipt of written notice, from the District, that the District has been served with such claim, demand for arbitration, or lawsuit.

   C) Insurance:

   Acceptance of this Agreement constitutes that Contractor understands and agrees it is not covered under District’s general liability insurance and that Contractor agrees,
during the full term of this Agreement, to maintain in force, at Contractor’s sole expense, all necessary insurance for its officers, agents, and employees, including but not limited to general liability, errors and omissions, worker’s compensation, disability, unemployment insurance, and any other legally required insurance.

Unless otherwise set forth in Section 18, prior to commencing its work hereunder, Contractor shall provide District with proofs of such insurance and shall also supply District with a Certificates of Insurance naming the District as an Additional Insured. Contractor shall supply District with proof that Contractor is covered by the following insurance during term hereof:

i. Commercial General Liability Insurance (including Bodily Injury or Death and Property Damage) with a minimum limit of one million dollars per occurrence ($1,000,000), and an aggregate amount of two million dollars ($2,000,000);

ii. Comprehensive Automobile Liability Insurance (including owned, non-owned, and hired vehicles) with minimum limit of one million dollars per occurrence ($1,000,000), and an aggregate amount of two million dollars ($2,000,000);

iii. Workers’ Compensation and Employers’ Liability; statutory limits required by law;

iv. Professional Liability Insurance with minimum of two million dollars ($2,000,000) per claim and four million dollars ($4,000,000) per annual aggregate. Deductible not to exceed twenty-five thousand dollars ($25,000) each claim; and See Exhibit B

v. All insurance must be issued by an admitted insurance carrier (licensed to do business in the State of California), carrying a rating of not less than A-VII in the most current A.M. Best’s Insurance Rating Guide – or otherwise acceptable to District.

D) Assignment:

Contractor shall not assign this Agreement or any of its obligations hereunder without the prior written consent of the District, which shall have sole discretion to approve or deny that request. Any attempted assignment without such prior written consent of District, shall constitute a material breach of this Agreement and, at District’s sole discretion, constitute cause to terminate this Agreement. However, unless otherwise stated in Section 3 (Employment of Additional Workers by Contractor) or Section 18 (Description of Services to be Rendered), Contractor may use the services of subcontractors under its supervision and control to perform parts of its work hereunder. Contractor’s use of a subcontractor shall not release Contractor from any of its obligations hereunder.

E) Ownership of Intellectual Property:

Contractor agrees that any and all intellectual property it creates in the course of performing its work hereunder is solely owned by the District, which pursuant to this Agreement is paying for such property; and that unless otherwise specified in Section 18 (Description of Services to be Rendered) these are works for hire and all rights, title and interest shall belong to the District and the District is and shall be the sole registered owner of any resulting copyright, patent, trademark, trade name, or service
mark. Contractor shall refrain from disclosing any versions of the work product, plans, and specifications to any third party without first obtaining written permission of District. Contractor performing copyrighted musical or literary works is responsible for securing the necessary permission or pay any royalties or fees required to perform such works, and shall indemnify, hold harmless and defend the District, its Board of Trustees and employees from any infringement claim resulting from its activities hereunder.

2. **Equipment and Facilities**

Contractor shall provide all necessary equipment and facilities to render Contractor services pursuant to this Agreement unless the parties to this Agreement specifically agree in writing that said equipment and facilities will be provided in a different manner.

3. **Employment of Additional Workers by Contractor**

Contractor will not be prohibited from employing additional workers or subcontractors necessary for the completion of this Agreement. However, these individuals must be fully qualified to complete their assigned tasks and shall not be employees of District. The provisions of this Agreement are applicable to such Contractor’s employees and/or subcontractors as they are to Contractor. Furthermore, District will be promptly notified in writing of any and all subcontractors under this Agreement and reserves the right to disapprove any subcontractor. Contractor’s failure to obtain such prior written consent shall constitute a material breach of this Agreement, giving District the right, at its sole discretion, to terminate this Agreement.

4. **Dispute Resolution and Attorney Fees**

If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney’s fees, as well as costs of suit.

5. **Governing Law**

The rights and obligations of the parties hereunder shall be governed by the laws of the State of California. Venue in any action to enforce or declare rights hereunder shall be in the Superior Court of the County of Santa Clara.

6. **Prohibition on Employing Any Convicted Felon**

Contractor certifies that no employee or agent who has a record of conviction for a felony, or for any crime involving controlled substances, will be assigned to perform services under this Agreement unless District first receives notice from Contractor and District grants written permission under defined conditions.

7. **Withholding**

Except where Contractor is not a California resident within the meaning of State Franchise Tax Board rules, District shall not withhold, set aside or pay on Contractor’s behalf any money for federal income tax, state income tax, social security tax, unemployment insurance, disability insurance or any other federal or state fund whatsoever. It shall be the sole responsibility of Contractor to account for, withhold and pay for all of the above.
Contractor shall defend and indemnify the District against any claim or suit by IRS, State Franchise Tax Board or other taxing agency which asserts that Contractor or the District failed to withhold or make necessary tax payments arising from Contractor's work hereunder. Provided, however, where Contractor is not a California resident, the District may withhold from its payments to Contractor such sums as are required by State laws and regulations, and remit that money to the State Franchise Tax Board, which sums shall thereafter not be owed by District to Contractor.

8. Changes or Alterations

This Agreement shall constitute the entire agreement between the parties respecting the matters covered herein, and supersede any prior or contemporaneous written or oral promises or representations regarding these matters. This Agreement may not be modified or amended except by writing signed by the parties. No changes, alterations, change orders or increases in Contractor compensation, or other variations of any kind, shall occur without the written consent of appropriate District personnel acting within their signatory authority as defined by Board Policy 6150. Contractor acknowledges that other District personnel are without authorization to either order extra and/or changed work, increase compensation, or waive contract requirements, and that Contractor proceeds with any extra work ordered by such unauthorized persons at its own risk, and shall not receive payment therefore.

9. Termination

The District may terminate this Agreement for cause upon Contractor's breach of any material provision herein, and, in that event may proceed with completion of the work in any commercially reasonable manner including hiring another contractor and obtaining reimbursement from Contractor of any costs to the District resulting from such cover. The District may at its discretion deduct such extra costs and damages from any amounts owing to Contractor. If District's cost of completing Contractor's work exceeds the amount available for District to deduct, Contractor shall remit to District the balance owed to District.

The District may terminate this Agreement for convenience in its sole discretion upon ten (10) days written notice to Contractor. The Contractor shall be entitled only to compensation earned up to the point of written notice of termination, in addition to reasonable demobilization costs and expenses, but shall not be compensated for any lost business opportunities or anticipated profit on the balance of work not performed.

10. Severability

In the event any portion of this Agreement is determined by any court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed void and the remainder of this Agreement shall continue in full force and effect.
11. Contractor Information

Contractor Name: _______________________________________________________
Mailing Address: ________________________________________________________
City: ___________________________ State: _______ Zip Code: _________________
Business Phone: (________) ________ - ______________
Fax: (________) ________ - ______________
Home Phone: (________) ________ - ______________
E-mail: _________________________________________________
Contractor Sole Proprietor: Yes ☐ No ☐
Social Security Number (SSN) or Employer Identification Number (EIN)
Contractor must provide a W9
Are you a former employee of the District? Yes ☐ No ☐
If yes, date last worked ______________________________
Are you related to any employee(s) of the District? Yes ☐ No ☐
If yes, please identify the individual(s) _________________________________
Are you a California resident? Yes ☐ No ☐

12. Payment for Services

In return for Contractor’s satisfactory performance of the work per Section 18, District shall compensate Contractor the total sum not to exceed $_______________, at a rate of $______________ per _____________ (hour, day, month, fixed).

Contractor shall be solely responsible for payment of its own taxes, its own subcontractor costs, out of pocket expenses and overhead associated with the performance of its work. Payment shall be due upon satisfactory completion of all services. Contractor shall not be allowed additional sums for the satisfactory completion of its work unless otherwise approved in writing pursuant to paragraph 8 above.

13. District Obligations Other Than Payment (if any)

______________________________________________________________________
______________________________________________________________________
______________________________________________________________________

14. Payment Terms

Unless specified otherwise in this section, payment terms are Net 30 days, computed either from date of delivery and acceptance of contracted services or from the date of receipt of correct and proper invoices prepared in accordance with the terms of this Agreement,
whichever date is later. Invoices shall be sent to District Contract Originator for approval. After approval, invoice will be sent to Accounting for processing.

Revised Payment Terms: ____________________________________________

15. **Other Conditions**

A) Payments to Contractor pursuant to this Agreement shall be reported to Federal and State taxing authorities as required by law.

B) Except for projects of $1,000 or less, if Contractor provides public project services (such as carpet laying, building alteration, demolition, or repair), Contractor shall pay all workers under this Agreement the applicable prevailing wages required under California Labor Code Sections 1770 through 1777.7.

16. **Warranty**

Contractor warrants that it shall provide all services required hereunder in a reasonable and competent fashion which meets or exceeds any and all applicable industry standards for such work. Contractor agrees that District's payment obligation hereunder is conditioned on Contractor's completion of all of its work unless otherwise specified hereunder. District's remedies for breach of warranty shall include any and all remedies under law including without limitation, covering and suing for damages, and equitable relief.

Notwithstanding any other provision herein, Contractor's warranty obligations shall survive termination of this Agreement.

17. **Liquidated Damages for Delay**

Time is of the essence of this Contract. If Contractor shall neglect, fail or refuse to complete its work by the date specified, then Contractor does hereby agree, as part of the consideration for the award of this Contract, to pay to District, as liquidated damages and not as penalty, the sum of $________ per day for each calendar day beyond the specified completion date the Contractor fails to complete the work. The parties agree to this arrangement due to the impracticability and difficulty in ascertaining the true value of the damages the District will incur as a result of such delay, and said sum per day is agreed to be a reasonable estimate of the amount of such damages which District will sustain. The parties further agree that such liquidated damages shall be deducted from any amounts owing to Contractor, and if such amounts owing are insufficient, the Contractor shall pay to District the amount of the difference.

18. **Description of Services to be Rendered** (attach additional detail as necessary)

Unless otherwise noted hereunder, Contractor, rather than the District, shall provide all necessary tools, equipment, parts and facilities to perform its work hereunder.

Contractor shall perform the following services: ________________________________
19. **Term of Agreement**

The Term of the Agreement shall be from _______ day of __________________________ 20______ through _______ day of __________________________ 20______, subject to the provisions of Sections 8 and 9 of this Agreement. Contractor shall complete its work by _______ day of __________________________ 20______. Failure to complete the work by the aforementioned date shall potentially render Contractor liable for delay damages, or liquidated damages if provided for in this Agreement.

20. **Signatures**

**CONTRACTOR**

By: __________________________ Date: ________________

Contractor Signature

Contractor Name *(please print)*

**SAN JOSE / EVERGREEN COMMUNITY COLLEGE DISTRICT**

By: __________________________ Date: ________________

College/District Official Signature

College/District Official Name & Title *(please print)*

**Required Information:** *(completed by initiating College/District department)*

District Contract Originator: __________________________
Manager Approvals: *(as necessary)* __________________________
GL Account: __________________________
Purchase Requisition Number: __________________________

If the amount of the agreement is $600 or over, a fully executed copy must be forwarded to Purchasing. If the amount of the agreement is under $600, a fully executed copy must be forwarded to Accounting.
ICA EXHIBIT B  INSURANCE REQUIREMENTS

Project:  #122 Physical Education Building  
Location:  San Jose City College Campus

Modification to insurance requirements: Reference 1.C.iv. Professional Liability is excluded from the insurance requirements.

Please see below for the exact insurance verbiage requirements by the District:

The Certificate Holder on the COI must always read as follows: (i.e. it should not include the name of a person):

San Jose Evergreen Community College District  
40 South Market St.  
San Jose, CA 95113

On the COI itself, the under Description of Operations, it should read:

For All San Jose Evergreen Community College District Projects, San Jose Evergreen Community College District, its trustees, officers, agents, employees and volunteers, individually and collectively are named as additional insured on General Liability policy as per attached endorsement and Gilbane Building company, its officers, directors, employees and agents as an additional insured on primary, non-contributory basis to all general liability, automobile liability, pollution liability and excess liability insurance policies.

The endorsement page must include the General Liability policy number and match the dates on the Certificate of Insurance exactly, if listed.

1) List the General Liability Policy Number, and
2) Match the dates on the certificate of insurance exactly, if listed.
CONSULTANT
NON-COLLUSION DECLARATION

The undersigned declares:

I am the ________________________ of ________________________________, the party making the foregoing proposal. The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal. The proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from proposing. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not, directly or indirectly, submitted their proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that they have full power to execute, and does execute, this declaration on behalf of the proposer.

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) (Address)

____________________       ______________________

(Name Printed or Typed) (City, State)

(  )

(Area Code and Telephone Number)

END OF DOCUMENT
# Request for Taxpayer Identification Number and Certification

**Part I  Taxpayer Identification Number (TIN)**

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

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

**Purpose of Form**

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

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

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.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners’ share of effectively connected income.

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

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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

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

- The U.S. owner of a disregarded entity and not the entity,
SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT

BUSINESS ENTERPRISE CERTIFICATION

San Jose/Evergreen Community College District, in compliance with California Code of Regulations Section 59500 et.seq., requests your response to the following questionnaire. Using the following criteria, please determine the classification under which your business qualifies and indicate if your business obtains at least 50% of its materials or services from suppliers or subcontractors meeting those definitions. *(For informational use only.)*

**SBE - SMALL BUSINESS ENTERPRISE**
Generally, unless your firm is in an industry with a special size standard, it is considered a small business enterprise if it has (a) fewer than 500 employees and (b) for general construction and services industries, average annual receipts for three preceding fiscal years less than $2 million.

**MBE - MINORITY BUSINESS ENTERPRISE**
A minority business enterprise is a business concern which is at least 51% owned by one or more minorities (Native American, African American, Asian/Pacific American or Hispanic American). A publicly owned corporation qualified if at 51% of the stock is owned by one or more minorities. Management and daily business operations must be controlled by one or more such individuals with its home office located in the United States, which is not a branch or subsidiary of a foreign corporation, firm or other business.

**WBE - WOMEN OWNED BUSINESS ENTERPRISE**
A women owned business enterprise is a business concern which is at least 51% owned by women. A publicly owned corporation qualified if at least 51% of the stock is owned by women. Management and daily business operations must be controlled by one or more such individuals with its home office located in the United States, which is not a branch or subsidiary of a foreign corporation, firm or other business.

**DVBE - DISABLED VETERANS BUSINESS ENTERPRISE**
A Disabled veterans business enterprise is a business concern which is at least 51% owned by disabled veterans. A publicly owned corporation qualified if at least 51% of the stock is owned by disabled veterans. Management and daily business operations must be controlled by one or more such individuals with its home office located in the United States, which is not a branch or subsidiary of a foreign corporation, firm or other business. The office of Small and Minority Business defines “disabled veteran” as a veteran of the military, naval or air service or the United States with a service-connected disability who is a resident of the State of California. To qualify as a veteran with a “service-connected disability”, the person must be currently declared by the United States Department of Veteran Affairs to be 10% or more disability as a result of service in the armed forces.

**PLEASE CHECK ONE IN EACH LISTING AS FOLLOWS:**

**BUSINESS STRUCTURE**
___ Sole Proprietorship
___ Partnership
___ Corporation

**BUSINESS CATEGORY**
___ MBE - Minority Business Enterprise
___ WBE - Women Owned Business Enterprise
___ DVBE - Disabled Veterans Business Enterprise
___ SBE - Small Business Enterprise and None of the Above
___ OTH - None of the Above

**OWNED AND MANAGED BY (INDICATE % IF APPLICABLE):**
___ % Caucasian/White American
___ % African American
___ % Hispanic American
___ % Asian/Pacific American
___ % Native American (Native Americans include: American Indians, Eskimos, Aleuts and Native Hawaiians)

**SUPPLIERS/SUBCONTRACTORS THAT PROVIDE AT LEAST 50% OF LABOR/MATERIALS ARE (CHECK IF APPLICABLE):**
___ MBE - Minority Business Enterprise
___ WBE - Women Owned Business Enterprise
___ DVBE - Disabled Veterans Business Enterprise
___ SBE - Small Business Enterprise and None of the Above

I am authorized to execute this certification on behalf of this business enterprise:

Name of Company _____________________________________________________________________________

Signature & Date_____________________________________________________________________________

Print Name & Title_____________________________________________________________________________

10/12/07

Business Enterprise Cert

Page 1 of 1