

**COMPTON COMMUNITY COLLEGE DISTRICT
BUSINESS SERVICES, ROOM C34
1111 E. ARTESIA BLVD.
COMPTON, CA 90221
PROJECT: PROP 39 LIGHTING UPGRADES
BID # CCC-020**

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NOTICE CALLING FOR BIDS

DISTRICT: COMPTON COMMUNITY COLLEGE DISTRICT

PROJECT DESCRIPTION: BID# CCC-020: PROP 39 LIGHTING UPGRADE

LICENSE REQUIREMENT: C10 or B License

MANDATORY JOB WALK: MAY 23, 2014 @ 9:00 AM

**LAST DATE/TIME FOR
SUBMITTAL OF
BID PROPOSAL:** MAY 30, 2014 @ 2:00 PM

**PLACE FOR SUBMITTAL
BID PROPOSALS:** Compton Community College District
Business Services, Room C34
1111 E. Artesia Blvd.
Compton, CA 90221

**BID AND CONTRACT
DOCUMENTS AVAILABLE AT:** <http://district.compton.edu>

NOTICE IS HEREBY GIVEN that the Compton Community College District ("District"), acting by and through the Special Trustee, will receive up to, but not later than the above-stated date and time, sealed Bid Proposals for the Contract for the Work upgrading specific lights in several buildings on campus generally described as **Bid #CCC-020: Prop 39 Lighting Upgrade**.

- 1. Submittal of Bid Proposals.** All Bid Proposals must be submitted on forms furnished by the District prior to the last time for submission of Bid Proposals and the District's public opening and reading of Bid.
- 2. Bid and Contract Documents.** The Bid and Contract Documents are available at the location stated above for (no charge) per set.
- 3. Documents Accompanying Bid Proposal.** All information or responses of a Bidder in its Bid Proposal and other documents accompanying the Bid Proposal shall be complete, accurate and true; incomplete, inaccurate or untrue responses or information provided therein by a Bidder shall be grounds for the District to reject such Bidder's Bid Proposal for non-responsiveness.
- 4. Award of Contract.** The Contract for the Work, if awarded, will be by action of the District's Special Trustee to the responsible Bidder submitting the lowest priced responsive Bid Proposal. If the Bid Proposal requires Bidders to propose prices for Alternate Bid Items, the District's selection of Alternate Bid Items, if any, for determination of the lowest priced Bid Proposal and for inclusion in the scope of the Contract to be awarded shall be in accordance with the Instructions for Bidders. The District reserves the right to reject any or all Bid Proposals or to waive any irregularities or informalities in any Bid Proposal or in the bidding.
- 5.** The Special Trustee will consider the bid at the first meeting subsequent thereof.

Daily Breeze

Publish: Wednesday, May 14, 2014 and Wednesday, May 21, 2014

INFORMATION FOR BIDDERS

Preparation and Submittal of Bid Proposal.

- a) **Bid Proposal Preparation.** All information required by the bid forms must be completely and accurately provided. Numbers shall be stated in both words and figures where so indicated in the bid forms; conflicts between a number stated in words and in figures are governed by the words. Partially completed Bid Proposals or Bid Proposals submitted on other than the bid forms included herein are non-responsive and will be rejected. Bid Proposals not conforming to these Instructions for Bidders and the Notice to Contractors Calling for Bids ("Call for Bids") may be deemed non-responsive and rejected.
- b) **Bid Proposal Submittal.** Bid Proposals shall be submitted at the place designated in the Call for Bids in sealed envelopes bearing on the outside the Bidder's name and address along with an identification of the Work for which the Bid Proposal is submitted. Bidders are solely responsible for timely submission of Bid Proposals to the District at the place designated in the Call for Bids.
- c) **Date and Time of Bid Proposal Submittal.** The District will place a date/time stamp machine in a conspicuous location at the place designated for submittal of Bid Proposals. A Bid Proposal is submitted only if the outer envelope containing the Bid Proposal is stamped by the District's date/time stamp machine; Bid Proposals not so stamped as timely submitted will be rejected and returned to the Bidder unopened. The date/time stamp is controlling and determinative as to the date and time of the Bidder's submittal of its Bid Proposal. The foregoing notwithstanding, whether or not Bid Proposals are opened exactly at the time fixed in the Call for Bids, no Bid Proposals shall be received or considered by the District after it has commenced the public opening and reading of Bid Proposals; Bid Proposals submitted after such time are non-responsive and will be returned to the Bidder unopened.

Documents Accompanying Bid Proposal; Signatures. The Bid Proposal must be submitted with: Bid Security, Subcontractors List, Statement of Qualifications and the Non-Collusion Affidavit. The Bid Proposal, Statement of Qualifications and the Non-Collusion Affidavit shall be executed by an individual duly authorized to execute the same on behalf of the Bidder.

Modifications. Changes to the bid forms which are not specifically called for or permitted may result in the District's rejection of the Bid Proposal as being non-responsive. Bid Proposals must not contain any erasures, interlineations or other corrections unless the same are suitably authenticated by affixing in the margin immediately opposite such erasure, interlineations or correction the surname(s) of the person(s) signing the Bid Proposal. Any Bid Proposal not conforming with the foregoing may be deemed by the District to be non-responsive. If any Bid Proposal or portions thereof, is determined by the District to be illegible, ambiguous or inconsistent, whether by virtue of any erasures, interlineations, corrections or otherwise, the District may reject such a Bid Proposal as being non-responsive.

Erasures; Inconsistent or Illegible Bids. Bids must not contain any erasures, interlineations or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the initials of the person signing the bid. Any bid not conforming with the foregoing may be deemed by the District to be non-responsive. In the event any bid submitted, or portions thereof, shall be reasonably determined by the District to be illegible, ambiguous or inconsistent, the District may reject the bid as non-responsive.

Examination of Site and Contract Documents. Each Bidder MUST attend the mandatory job walk designated in the Call for Bids. Each Bidder shall at its sole cost and expense inspect the Site to become fully acquainted with conditions affecting the Work and carefully review the Contract Documents; submission of a Bid Proposal is prima facie evidence of such action by the Bidder. The failure of a Bidder to receive or examine any of the Contract Documents shall not relieve such Bidder from any obligation under the Contract Documents. Bids will not be accepted from any Bidder that has not attended the mandatory job walk.

Withdrawal of Bids. Any bidder may withdraw its bid either by written or telegraphic request delivered to the District prior to the scheduled closing time for receipt of bids. In the event a bidder submitting a bid shall seek to withdraw its bid, it shall be the sole and exclusive responsibility of the bidder to notify the District of such withdrawal within the time and in the manner set forth above. Any written or telegraphic notice of withdrawal of a submitted bid received after the scheduled closing time for receipt of bids shall not be considered by the District, nor effective to withdraw such bid.

Interpretation of Drawings, Specifications or Contract Documents. If the Bidder is in doubt as to the true meaning of any part of the Contract Documents; finds discrepancies, errors or omissions therein; or finds variances in any of the Contract Documents with applicable rules, regulations, ordinances and/or laws, a written request for an interpretation or correction thereof may be submitted to the District. Bidders are solely responsible for submitting to such request not less than three (3) days prior to the scheduled closing date for the receipt of Bid Proposals. Interpretations or corrections of the Contract Documents will be by written addendum issued by or on behalf of the District. No person is authorized to render an oral interpretation or correction of any portion of the Contract Documents to any Bidder, and no Bidder is authorized to rely on any such oral interpretation or correction. Failure to request interpretation or clarification of any portion of the Contract Documents pursuant to the foregoing is a waiver of any discrepancy, defect or conflict therein.

District's Right to Modify Contract Documents. Before the public opening and reading of Bid Proposals, the District may modify the Work, the Contract Documents, or any portion(s) thereof by the issuance of written addenda disseminated to all Bidders who have obtained the Contract Documents. If the District issues any addenda during the bidding, the failure of any Bidder to acknowledge such addenda in its Bid Proposal will render the Bid Proposal non-responsive and rejected.

Bidders Interested in More Than One Bid Proposal; Non-Collusion Affidavit. No person or entity shall submit or be interested in more than one Bid Proposal for the Work; provided, however, that a person or entity that has submitted a subproposal to a Bidder or who has quoted prices for materials to a Bidder is not thereby disqualified from submitting a subproposal, quoting prices to other Bidders or submitting a Bid Proposal for the Work. The form of Non-Collusion Affidavit included in the Contract Documents must be completed and duly executed on behalf of the Bidder; failure of a Bidder to submit a completed and executed Non-Collusion Affidavit with its Bid Proposal will render the Bid Proposal non-responsive.

Award of Contract.

- 1.1 Award to Lowest Responsive Responsible Bidder.** The award of the Contract, if made by the District through action of the District's Special Trustee, will be to the responsible Bidder submitting the lowest priced responsive Bid Proposal on the basis of the Base Bid Proposal or the Base Bid Proposal and Alternate Bid Items, if any, selected in accordance with these Instructions for Bidders. Bidder must be a valid C10 or B licensed contractor in the State of California.
- 1.2 Responsive Bidder.** A responsive bidder shall mean a bidder who has submitted a bid which conforms in all material respects, with the bid documents

1.3 Responsible Bidder. A responsible bidder shall mean a bidder who has the capability in all respects, to fully perform the requirements of the contract documents and the moral and business integrity and the reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered:

- (i) The ability, capacity and skill of the bidder to perform the work of the contract documents;
- (ii) Whether the bidder can perform the work of the contract documents promptly and within the time specified, without delay or interference;
- (iii) The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- (iv) The quality, availability and adaptability of the goods or services to the particular use required;
- (v) The ability of the bidder to provide future maintenance and service for the warranty period of the contract, if applicable;
- (vi) Such other information as may be secured by the District, having a bearing on the decision to award the contract, to include without limitation the ability, experience and commitment of the bidder to properly and reasonably plan, schedule, coordinate and execute the work of the bid documents.

The purpose of the above is to enable the District, in its opinion, to select the bid which is in its best interests.

Subcontractors.

- c) **Designation of Subcontractors; Subcontractors List.** Each Bidder shall submit a list of its proposed Subcontractors for the proposed Work as required by the Subletting and Subcontracting Fair Practices Act (California Public Contract Code "4100 et seq.) on the form furnished. Each Bidder shall list a subcontractor who will perform Work valued at or greater than one-half of one percent (0.5%) of the amount of the Bid Proposal. If the Bidder awarded the Contract for the Work does not list a Subcontractor for any portion of the Work valued at or greater than one-half of one percent (0.5%) of the Contract Price, the Bidder awarded the contract shall perform all such Work with its own forces; subsequent subcontracting of such Work will not be permitted except in strict conformity with Public Contract Code §4109. The failure of any Bid Proposal to include all information required by the Subcontractors List will result in rejection of the Bid Proposal for non-responsiveness.
- d) **Work of Subcontractors.** All Bidders are referred to the Contract Documents and the notation therein that all Contract Documents are intended to be complimentary and that the organization or arrangements of the Specifications and Drawings shall not limit the extent of the Work of the Contract Documents. Accordingly, all Bidders are encouraged to disseminate all of the Specifications, Drawings and other Contract Documents to all persons or entities submitting sub-bids to the Bidder. The omission of any portion or item of Work from the Bid Proposal or from the sub-bidders' sub-bids which is/are necessary to produce the intended results and/or which are reasonably inferable from the Contract Documents is not a basis for adjustment of the Contract Price or the Contract Time.

Subcontractor Bonds. In accordance with California Public Contract Code '4108, if a Bidder requires a bond or bonds of its Subcontractor(s), whether the expense of procuring such bond or bonds are to be borne by the Bidder or the Subcontractor(s), such requirements shall be specified in the Bidder's written or published request for sub-bids. Failure of the Bidder to comply with these requirements shall preclude the Bidder from imposing bonding requirements upon its Subcontractor(s) or rejection of a Subcontractor's bid under California Public Contract Code '4108(b).

Workers' Compensation Insurance. Pursuant to California Labor Code '3700, the successful Bidder shall

secure Workers' Compensation Insurance for its employees engaged in the Work of the Contract. The successful Bidder shall sign and deliver to the District the form of Workers Compensation Insurance included with the Contract Documents. The successful bidder shall sign and deliver to the District the following certificate prior to performing any of the Work under the Contract:

"I am aware of the provisions of '3700 of the California Labor Code which require every employer to be insured against liability for worker's 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 the Contract."

The form of such Certificate is included as part of the Contract Documents.

Anti-Discrimination. It is the policy of the District that in connection with any work performed, there shall be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, age, national origin, marital status, gender, disability, disabled veteran status or religious creed. All bidders agree to comply with the District's anti-discrimination policy and all applicable Federal and California laws including but not limited to the California Fair Employment & Housing Act, commencing with California Government Code, Sections 12940 et seq. and California Labor Code, Section 1735. In addition, all bidders agree to require anti-discrimination compliance by any and all subcontractors employed by them on the work of the contract.

Drug Free Workplace Certificate. In accordance with California Government Code "8350 et seq., the Drug Free Workplace Act of 1990, the successful Bidder will be required to execute a Drug Free Workplace Certificate concurrently with execution of the Agreement. The successful Bidder will be required to implement and take the affirmative measures outlined in the Drug Free Workplace Certificate and in California Government Code "8350 et seq. Failure of the successful Bidder to comply with the measures outlined in the Drug Free Workplace Certificate and in California Government Code "8350 et seq. may result in penalties, including without limitation, the termination of the Agreement, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the successful Bidder.

Public Records. Bid Proposals and other documents responding to the Call for Bids become the exclusive property of the District upon submittal to the District. Upon the District's issuance of the Notice of Intent to award the Contract, all Bid Proposals and other documents submitted in response to the Call for Bids shall thereupon be considered public records, except for information contained in such Bid Proposals deemed to be Trade Secrets (as defined in California Civil Code '3426.1). A Bidder that indiscriminately marks all or most of its Bid Proposal as exempt from disclosure as a public record, whether by the notations of "Trade Secret," "Confidential," "Proprietary," or otherwise, may render the Bid Proposal non-responsive and rejected. The District is not liable or responsible for the disclosure of such records, including those exempt from disclosure if disclosure is deemed required by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of the District or its officers, employees or agents. At such time as Bid Proposals are deemed a matter of public record, pursuant to the above, any Bidder or other party shall be afforded access for inspection and/or copying of such Bid Proposals, by request made to the District in conformity with the California Access to Public Records Act, California Government Code "6250, et. seq. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a Bid Proposal deemed exempt from disclosure hereunder, the Bidder submitting the materials sought by such action or proceeding agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys' fees arising there from. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials; the District's sole involvement in any such action shall

be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

Compliance with Immigration Reform and Control Act of 1986. The Bidder is solely and exclusively responsible for employment of individuals for the Work of the Contract in conformity with the Immigration Reform and Control Act of 1986, 8 USC "1101 et seq. (the AIRCA)"; the successful Bidder shall also require that any person or entity employing labor in connection with any of the Work of the Contract shall so similarly comply with the IRCA.

Notice of Intent to Award Contract. Following the public opening and reading of Bid Proposals, the District will issue to Bidders timely submitting a Bid Proposal, a Notice of Intent to Award the Contract, identifying the Bidder to whom the District intends to award the Contract and the date, time and place of the Board of Trustees meeting to consider award of the Contract. See sample contract in Exhibit B.

Bid Protest. Any Bidder submitting a Bid Proposal to the District may file a protest of the District's intent to award the Contract provided that each and all of the following are complied with:

- (i) The bid protest is in writing;
- (ii) The bid protest is filed and received by the District's Business Services not more than five (5) calendar days following the date of issuance of the District's Notice of Intent to Award the Contract; and
- (iii) The written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest; any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence.

Any bid protest not conforming with the foregoing shall be rejected by the District as invalid. Provided that a bid protest is filed in strict conformity with the foregoing, the District's Business Services or such individual(s) as may be designated by him/her, shall review and evaluate the basis of the bid protest. Either the District's Business Services, or other individual designated by him/her shall provide the bidder submitting the bid protest with a written statement concurring with or denying the bid protest. The District's Board of Trustees will render a final determination and disposition of a bid protest by taking action to adopt, modify or reject the disposition of a bid protest as reflected in the written statement of the District's Business Services, or his/her designee. Action by the District's Special Trustee relative to a bid protest shall be final and not subject to appeal or reconsideration by the District, District's Business Services, any other employee or officer of the District. The rendition of a written statement by the District's Business Services (or his/her designee) and action by the District's Special Trustee to adopt, modify or reject the disposition of the bid protest reflected in such written statement shall be express conditions precedent to the institution of any legal or equitable proceedings relative to the bidding process, the District's award of the Contract, the District's disposition of any bid protest or the District's decision to reject all Bid Proposals. In the event that any such legal or equitable proceedings are instituted and the District is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys fees and costs incurred in connection with any such proceeding, including any appeal arising there from.

[End of Section]

BID CANNOT BE ACCEPTED VIA FACSIMILE (FAX)

SCOPE OF WORK & GENERAL CONDITIONS

The intent of the District is to enter into an Agreement with a responsive and responsible bidder for the lighting upgrades. Due to District's available Prop 39 Funds, Compton Community College District is seeking labor and materials pricing for the Campus lighting projects ECM 1 through ECM 4. The District will require separate pricing for each of the available ECMs. This will allow the District to select the specific ECMs that will maximize the available Prop 39 funds without exceeding the limit.

The District has provided a list of fixtures as the base scope of work. Please see Exhibit A. This document is to be used as a base scope of work. It will be the contractor's responsibility to verify the actual fixture count, wattage and projected kWh savings based on the contractor's actual count.

Due to the Prop 39 time constraints of this project, the attached EXHIBIT A is provided as a base count and fixture type. Any alterations from the fixture type must meet existing specifications and be approved by the college and the California Community College / Investor Owned Utility, (CCC/IOU) Partnership requirements to qualify for Partnership incentive. Incentives lost due to incorrect fixture selection will be the responsibility of the bidder to refund the lost incentive to the District.

It will be the contractor's responsibility to provide an accurate fixture count and provide pricing to upgrade all fixtures within each ECM. The contractor is responsible for proper disposal of any materials/light fixtures removed in order to install new lights. The District will not allow for any change orders for fixtures not specifically on the list provided by the college.

Contractor will provide new LED lighting systems for all fluorescent fixtures in the interior and exterior lighting systems. Install control products and systems to achieve greater savings with the latest Lutron controls available.

ECM #1 - Administration Building Lighting Upgrade

i. Interior Lighting

- Change existing 8ft 2Lamp F96 recessed lighting fixture to new FSC Lighting technology T8 with dimmable ballast.
- Install new FSC Lighting radial wrap 4ft fixtures in various areas with dimmable T8 Ballast.
- Install Lutron dimmer controls on ceiling and walls were applicable
- Daylight harvesting wireless controls in rooms affected
- Install wall box or ceiling occupancy sensors in all offices and rooms

ii. Exterior Lighting

- Install new wall pack lighting LED fixtures to replace old HID lighting system
- Install new roof lights LED fixtures to replace old HID flood fixtures
- Replace recessed canopy lighting with new LED components

ECM #2 – Student Lounge 7 Canopy Pathway Lighting Upgrade

i. Interior Lighting

- Remove existing 250watt HID fixtures on hard lid ceiling and install new LED fixtures with dimmable drivers
- Install Lutron wireless controls with wall and handheld remotes to control ceiling lighting

ii. Exterior Lighting

- Replace post top pole lights with new LED decorative fixtures in the student patio area
- Replace pathway canopy 4ft fluorescent fixtures with new LED fixtures with motion sensor controls.

ECM #3 – Gym Building Lighting Upgrade

i. Interior Lighting

- Change existing 8ft 2Lamp F96 recessed lighting fixture to new LED technology with dimmable drivers.
- Install new Visionaire lighting fixtures in main basketball court with dimmable driver controls
- Replace existing 4ft fixtures in dance room to new LED lighting with dimmable driver controls
- Replace lobby lighting with new LED fixtures to replace existing 6lamp box fixtures
- Install LED fixtures and products in various rooms with controls
- Install Lutron dimmer controls on ceiling and walls were applicable
- Daylight harvesting wireless controls in rooms affected

ii. New Control Panel – Building Automation System

- Install new LUTRON control panel to dim and control lighting in gym and building with wireless devices and wall / ceiling components of control

iii. Exterior Lighting

- Install new wall pack lighting LED fixtures to replace old HID lighting system
- Install new roof lights LED fixtures to replace old HID flood fixtures
- Replace up lighting in canopy with new LED components and controls

ECM #4 – Football Sports Stadium Building Upgrade

i. Interior Lighting

- Change existing fixtures in snack shack, restrooms and other rooms to new LED fixtures and components
- Install Lutron dimmer controls on ceiling and walls were applicable

ii. Exterior Lighting

- Install new Visionaire high bay LED fixtures to replace existing 8 lamp PL fluorescent fixtures. PL system is a maintenance issue.
- Install new RAB LED fixtures to replace existing HID fixtures ceiling mount
- Replace post top HID fixtures with new LED decorative post top fixtures
- Field lighting just installed not covered under this program

1. **General specifications:** Specifications set forth herein are for the purpose of establishing standards and are not intended to preclude any vendor from bidding who can substantially meet or exceed the specifications. Deviations from the specifications listed herein must be stated in detail on the Bid Response Questionnaire, and the Board of Trustees, as represented by an evaluation team, shall be the sole judge as to whether such deviations are, in fact, acceptable.

2. **Assignment of Contract:** The Contractor shall not assign or transfer any operation of law or otherwise any or all of its rights, burdens, duties obligations, without the prior written consent of the authorized representative of the District.
3. **Sub-Contractors:** Sub-contractors, if any, engaged by the Contractor for the service shall be subject to the approval of the District. The Contractor shall be held responsible for all operation of sub-contractors and shall require them to maintain adequate Worker's Compensation and public liability insurance.
4. **Hold Harmless Clause:** The Contractor shall hold harmless and indemnify the District and the Board of Trustees, its officers and employees from every claim or demand which may be made by reason of:
 - (a) Any injury to person or property sustained by the supplier or by any person, firm, or corporation, employed directly or indirectly by him upon or in conjunction with his performance under the contract, except those injuries caused by District's employees.
 - (b) Any injury to person or property sustained by any person, firm, or corporation caused by any negligent act or omission of the supplier or of any person, firm, or corporation directly or indirectly employed by him upon or in connection with his performance under the contract.
 - (c) The Contractor, at his own expense and risk, shall defend any legal proceeding that may be brought against the District or the Board on any claim or demand listed above, and satisfy any judgment that may be rendered against the District or the Board therein.
5. **Board of Trustees Authority:** The Board of Trustees reserves the right to:
 - (a) Reject any and all bids; any part of any bid; increase or decrease quantities
 - (b) Waive any informality or minor irregularity in any bid;
 - (c) Bids shall remain irrevocably in effect and subject to acceptance within thirty (30) calendar days of the closing date of the bid.
6. **Interpretation of Documents:** If any person contemplating submitting a bid is in doubt as to the true meaning of any part of the general conditions or other bid documents, or finds discrepancies in, or omissions from such, he/she may submit to the District an email request for an interpretation or correction thereof. Any interpretation or correction of the bid documents will be made only by addendum duly issued and a copy of such addendum will be emailed to each person receiving a set of the bid documents. No oral interpretation of any provision in the bid documents will be made to any bidder.
7. **District Contact:** Questions related to the bid or bid documents, are to be directed to Linda Owens, Director of Facilities Planning and Operations via email lowens@elcamino.edu.
8. **Mandatory Job Walk:** Friday, May 23, 2014 @ 9:00AM in the Compton CCD Board Room. Bids will not be accepted by Bidders that do not attend the Mandatory Job Walk for this Project.
9. **Sealed Bid Due Date:** Friday, May 30, 2014 @ 2:00PM, in the Business Services Office at Compton Community College District, Business Services, Room C34, 1111 E. Artesia Blvd., Compton, CA 90221. Bids will not be accepted after the date and time stated above.

END OF SCOPE OF WORK & GENERAL CONDITIONS

BID PROPOSAL

To: **Compton Community College District**, a California Community College District, acting by and through its Special Trustee, 1111 East Artesia Boulevard, Compton, California, 90221.

From: _____
(Name of Bidder)

(Address)

(City, State, Zip Code)

(Telephone) / (Email)

(Name(s) of Bidder's Authorized Representative(s))

The following are to be tabulated as separate cost items:

ECM Pricing:

ECM #1 – Administration Lighting Interior & Exterior \$ _____

ECM #2 – Student Lounge Interior & Exterior & Pathway
Lighting Exterior \$ _____

ECM #3 – Gym Lighting and Control Panel \$ _____

ECM #4 – Stadium Lighting Interior & Exterior \$ _____

Pursuant to and in compliance with the Notice to bidders calling for bids and the other documents relating thereto, the undersigned bidder, having familiarized himself/herself with the terms of the contract, specifications, time constraints and other contract documents, hereby proposes and agrees to perform the Contract including, without limitation, all of its component parts; to perform everything required to be performed; to provide and furnish any and all of the labor, materials, tools, equipment, services and disposal necessary to perform the Contract and complete in a workmanlike manner all of the Work required for the Project described as: Bid # CCC-020: Prop 39 Lighting Upgrade

By: _____
(Signature)

(Corporate Seal)

(Typed or Printed Name)

Title: _____

BID RESPONSE QUESTIONNAIRE

Bidder Qualifications References

1. Bidder must list below the name, address, telephone number and name of contact, of two (2) facilities where Bidder has successfully performed like work of similar volume and requirements as is being offered in this Bid request.

- Company _____
Address _____
City _____ State _____ Zip _____
Telephone _____ Contact _____

- Company _____
Address _____
City _____ State _____ Zip _____
Telephone _____ Contact _____

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID**

_____, being first duly sworn, deposes and says that he/she is _____ of the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation;

that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding;

that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid prices, or that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true;

and, further that the bidder has not, directly or indirectly, submitted his/her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date _____

Signature _____

Company _____

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

I, _____ the _____ of
(Name) (Title)
_____, declare, state and certify that:
(Contractor Name)

1. I am aware that California Labor Code '3700(a) and (b) provides:

"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 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."

2. I am aware that the provisions of California Labor Code '3700 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 this Contract.

(Contractor Name)

By: _____
(Signature)

(Typed or printed name)

AFFIRMATIVE ACTION STATUS CODE FORM

Date_____

Firm Name_____

Representative/Contact_____

Address_____

City_____ State_____ Zip_____

Telephone (____) _____ FAX (____) _____

In order to comply with legal requirements, which became effective January 1, 1991, Compton Community College District is gathering and updating the affirmative action status of vendors with whom the District is currently doing business or of vendors who have expressed an interest in doing business with the District. Please check your Company's appropriate code and return the form to the Compton Community College District Business Services Office as directed below. Your designation will have no affect on the successful bidder selection.

Check AFFIRMATIVE ACTION STATUS CODE
One

- ☐ Minority owned/Disadvantaged business [1]
- ☐ Woman-owned business [2]
- ☐ Small business concern [3]
- ☐ Other: _____[4]
- ☐ Large enterprise [5]
- ☐ Disabled Veteran enterprise [8]

Please return the completed form with your sealed bid. A breakdown of affirmative action status codes will be expected only for successful bidder's subcontractors either by percentage of work or actual dollar amount bid.

AFFIRMATIVE ACTION STATUS CODE DEFINITIONS

[1] Minority business (or small disadvantaged business)

A small business concern which is at least fifty-one per cent unconditionally owned by one or more socially and economically disadvantaged individuals, or, in the case of a publicly owned business, at least 51% of the stock of which is owned by such individuals, and whose management and daily business operations are controlled by one or more such individuals.

Business owners who certify that they are members of named groups (African American, Hispanic American, Native American, Asian Pacific/Asian Indian American) are considered socially and economically disadvantaged.

[2] Woman-owned business

A business concern that is at least 51% owned by a woman or women who also control and operate it. "Control in this context means exercising the power to make policy decisions. "Operate" in this context means being actively involved in the day-to-day management.

[3] Small business concern

An independently owned and operated concern certified, or certifiable, as a small business by the Federal Small Business Association (SBA). Std. Industrial Classification (SIC) codes may be found in the Federal Acquisition Regulations, Section 19.01 or in the Federal Procurement Regulations, Section 1-1.701.

[8] Disabled Veteran enterprise

"Disabled Veteran" means a veteran of the military, naval or air services of the United States with a service-connected disability, who is a resident of the State of California. To qualify under this category, certification must be obtained from the Office of Small and Minority Business (OSMB) by completing Form OSMB11 and receiving an approved certification letter from that office. Contact the OSMB at 916-322-5478 for specific assistance.

"NO BID" RESPONSE FORM

Date _____

Bid # CCC-020: Prop 39 Lighting Upgrade

It is our desire to keep our bid lists as accurate and up to date as possible. In addition, we want to send you bids in which you have an interest as well as others we might not have considered. Please check the appropriate box(es):

☐ We do not wish to bid this particular project, but keep us on your bid list for similar bids in the future.

Reason for "no bid"
(optional): _____

☐ We are bidding on this project and would also like to be considered for these additional categories:

☐ We do not provide these services. However, add us to your bid list for these types of services. _____

☐ Please remove our company from your bid list.

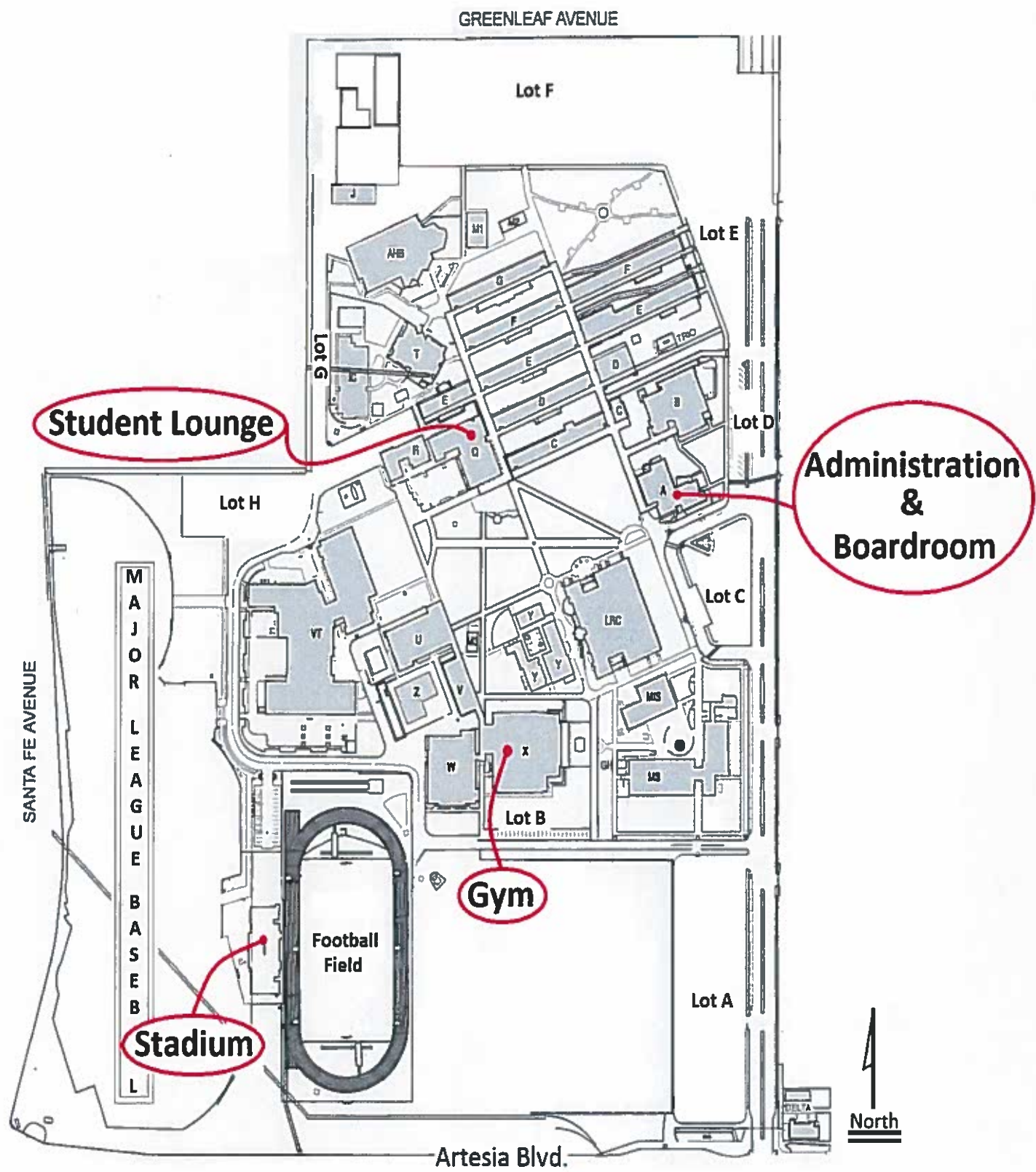
Company _____

By _____
Authorized Representative

Address _____

Telephone (_____) _____

CAMPUS MAP



COMPTON COMMUNITY COLLEGE DISTRICT

EXHIBIT A

LIGHTING UPGRADE DETAIL

Compton CCD		Buildings							
#	Area	Existing System			Proposed System				
		Fixture Type	Existing Qty	Input Watts	Kw	Conversion	Qty	Input Watts	Kw
Administration Interior									
Admin Int - 1	Admin Records	8ft 2LF96T12 recessed fixtures Hard Lid	24	130	3.12	New 8ft FSC Lighting Conversion Panel 4Lamp T8 25watt with dimming ballast(s) with motion & Lutron daylight harvesting controls dim remote. New custom 8ft Lens white opal with seismic brackets.	24	78	1.87
Admin Int - 2	Dean Office	8ft 2LF96T12 recessed fixtures Hard Lid	2	130	0.26	New 8ft FSC Lighting Conversion Panel 4Lamp T8 25watt with dimming ballast(s) with motion & Lutron daylight harvesting controls dim remote. New custom 8ft Lens white opal with seismic brackets.	2	78	0.16
Admin Int - 3	Asst Dean Office	8ft 2LF96T12 recessed fixtures Hard Lid	2	130	0.26	New 8ft FSC Lighting Conversion Panel 4Lamp T8 25watt with dimming ballast(s) with motion & Lutron daylight harvesting controls dim remote. New custom 8ft Lens white opal with seismic brackets.	2	78	0.16
Admin Int - 4	Dean Secretary	8ft 2LF96T12 recessed fixtures Hard Lid	4	130	0.52	New 8ft FSC Lighting Conversion Panel 4Lamp T8 25watt with dimming ballast(s) with motion & Lutron daylight harvesting controls dim remote. New custom 8ft Lens white opal with seismic brackets.	4	78	0.31

COMPTON COMMUNITY COLLEGE DISTRICT

EXHIBIT A

LIGHTING UPGRADE DETAIL

Compton CCD		Buildings						
#	Area	Existing System			Proposed System			
		Fixture Type	Existing Qty	Input Watts	Kw	Conversion	Qty	Input Watts Kw
Admin Int - 5						New 8ft FSC Lighting Conversion Panel 4Lamp T8 25watt with dimming ballast(s) with motion & Lutron daylight harvesting controls dim remote. New custom 8ft Lens white opal with seismic brackets.	2	78 0.16
Admin Int - 6	Break Room	8ft 2LF96T12 recessed fixtures Hard Lid	2	130	0.26	New 4ft FSC Lighting radial wrap with 2Lamp T8 25w Philips and dimming ballast Advance w/ wall motion sensor - daylight harvesting controls	30	38 1.14
Admin Int - 7	Student Orientation	2L 4ft Wrap fixtures T8 741	30	60	1.80	New 8ft FSC Lighting Conversion Panel 4Lamp T8 25watt with dimming ballast(s) with motion & Lutron controls dim remote. New custom 8ft Lens white opal with seismic brackets.	5	78 0.39
Admin Int - 8	Rooms A,B,C,D,E	8ft 2LF96T12 recessed fixtures Hard Lid	5	130	0.65	New 8ft FSC Lighting Conversion Panel 4Lamp T8 25watt with dimming ballast(s) with motion & Lutron controls dim remote. New custom 8ft Lens white opal with seismic brackets.	2	78 0.16
	Trustee Office	8ft 2LF96T12 recessed fixtures Hard Lid	2	130	0.26	New 8ft FSC Lighting Conversion Panel 4Lamp T8 25watt with dimming ballast(s) with motion & Lutron daylight harvesting controls dim remote. New custom 8ft Lens white opal with seismic brackets.	2	78 0.16
Compton CCD		Buildings						

COMPTON COMMUNITY COLLEGE DISTRICT

EXHIBIT A

LIGHTING UPGRADE DETAIL

#	Area	Existing System			Proposed System				
		Fixture Type	Existing Qty	Input Watts	Kw	Conversion	Qty	Input Watts	Kw
Admin Int - 9	Copy room	2L 4ft Wrap fixtures T8 741	2	60	0.12	New 4ft FSC Lighting radial wrap with 2Lamp T8 25w Philips and dimming ballast Advance w/ wall motion sensor controls	2	38	0.08
Admin Int - 10	Info Desk	2L 4ft Recessed fixtures T8 741	2	60	0.12	New 4ft FSC Lighting Conversion Panel 2Lamp T8 25watt with dimming ballast(s) with motion & Lutron controls dim remote. New custom 4ft Lens white opal with seismic brackets.	2	38	0.08
Admin Int - 11	Lobby	2L 4ft Wrap fixtures T8 741	5	60	0.30	New 4ft FSC Lighting radial wrap with 2Lamp T8 25w Philips and dimming ballast Advance w/ wall motion sensor - daylight harvesting controls	5	38	0.19
Admin Int - 12	Lobby Mail Area	2L 4ft Wrap fixtures T8 741	12	60	0.72	New 4ft FSC Lighting radial wrap with 2Lamp T8 25w Philips and dimming ballast Advance w/ wall motion sensor - daylight harvesting controls	12	38	0.46
Admin Int - 13	Lobby Soda Machine	8ft 2LF96T12 Wrap fixtures	1	130	0.13	New 4ft FSC Lighting radial wrap with 2Lamp T8 25w Philips and dimming ballast Advance w/ wall motion sensor - daylight harvesting controls	1	38	0.04
Compton CCD		Buildings							

COMPTON COMMUNITY COLLEGE DISTRICT

EXHIBIT A

LIGHTING UPGRADE DETAIL

#	Area	Existing System			Proposed System			
		Fixture Type	Existing Qty	Input Watts	Kw	Conversion	Qty	Input Watts Kw
Admin Int - 14	Soda Machine	No controls	1	450	0.45	Vending Miser VM170	1	225 0.23
Admin Int - 15						New 4ft FSC Lighting Conversion Panel 2Lamp T8 25watt with dimming ballast(s) with motion & Lutron dim remote. New custom 4ft Lens white opal with seismic brackets.	2	38 0.08
Admin Int - 16	Mens restroom	2L 4ft Recessed fixtures T8 741	2	60	0.12	New 4ft FSC Lighting radial wrap with 2Lamp T8 25w Philips and dimming ballast Advance w/ wall motion sensor controls	2	38 0.08
Admin Int - 17	Womens restroom	2L 4ft Gasketed tub fixtures T8 741	3	60	0.18	New 4ft FSC Lighting radial wrap with 2Lamp T8 25w Philips and dimming ballast Advance w/ wall motion sensor controls	3	38 0.11

COMPTON COMMUNITY COLLEGE DISTRICT

EXHIBIT A

LIGHTING UPGRADE DETAIL

Compton CCD		Buildings									
#	Area	Existing System			Proposed System						
		Fixture Type	Existing Qty	Input Watts	Kw	Conversion	Qty	Input Watts	Kw		
Admin Int - 18	CO Hallway	2L 4ft Recessed 1inch parabolic fixtures T8 741	5	60	0.30	New 4ft FSC Lighting parabolic insert with 2Lamp T8 25w Philips and dimming ballast Advance w/ wall motion sensor controls	5	38	0.19		
Admin Int - 19	Conference Room	8ft 2LF96T12 recessed fixtures	2	130	0.26	New 8ft FSC Lighting Conversion Panel 4Lamp T8 25watt with dimming ballast(s) with motion & Lutron daylight harvesting controls dim remote. New custom 8ft Lens white opal with seismic brackets.	2	78	0.16		
Admin Int - 20	Cubicle Hub Area	8ft 2LF96T12 recessed fixtures	5	130	0.65	New 8ft FSC Lighting Conversion Panel 4Lamp T8 25watt with dimming ballast(s) with motion & Lutron controls dim remote. New custom 8ft Lens white opal with seismic brackets.	5	78	0.39		
Ad Int - 21	Kitchen	2L 4ft Recessed prismatic fixtures T8 741	3	60	0.18	New 4ft FSC Lighting prismatic insert with 2Lamp T8 25w Philips ballast Advance	3	38	0.11		

COMPTON COMMUNITY COLLEGE DISTRICT

EXHIBIT A

LIGHTING UPGRADE DETAIL

Compton CCD		Buildings						
#	Area	Existing System			Proposed System			
		Fixture Type	Existing Qty	Input Watts	Kw	Conversion	Qty	Input Watts Kw
Admin Int - 22	CO Office	8ft 2LF96T12 recessed fixtures	2	130	0.26	New 8ft FSC Lighting Conversion Panel 50w LED with motion & Lutron daylight harvesting controls dim remote. New custom Lens	2	50 0.10
Admin Int - 23	Copy room	4ft 4L T8 Wrap	1	60	0.06	New 4ft FSC Lighting radial wrap with 2Lamp T8 25w Philips and dimming ballast Advance w/ wall motion sensor controls	1	25 0.03
Admin Int - 24	Copy room	8ft 2LF96T12 wrap fixtures	1	130	0.13	New 4ft FSC Lighting radial wrap with 2Lamp T8 25w Philips and dimming ballast Advance w/ wall motion sensor controls	1	25 0.03
Admin Int - 25	Copy room	4ft 2L Radial Wrap	1	60	0.06	New 4ft FSC Lighting radial wrap with 2Lamp T8 25w Philips and dimming ballast Advance w/ wall motion sensor controls	1	25 0.03

COMPTON COMMUNITY COLLEGE DISTRICT

EXHIBIT A

LIGHTING UPGRADE DETAIL

Compton CCD		Buildings						
#	Area	Existing System			Proposed System			
		Fixture Type	Existing Qty	Input Watts	Kw	Conversion	Qty	Input Watts Kw
Admin Int - 26	Board Room	2x4 Troffers 2L 4ft w/reflectors dark lines-prismatic lens - wrong size reflector this fixture	9	60	0.54	New 25watt FSC Lighting LED troffer / tbar grid with motion sensor dim remote	9	40 0.36
Admin Int - 27	Board Room	Eyeball CFL 23PAR30	10	25	0.25	New LED lamp PAR30 11 watt	10	11 0.11
Admin Int - 28	Back room	8ft 2LF96T12 recessed fixtures	1	130	0.13	New 8ft FSC Lighting Conversion Panel 4Lamp T8 25watt with dimming ballast(s) with motion & Lutron controls dim remote. New custom 8ft Lens white opal with seismic brackets.	1	50 0.05
Admin Int - 29	Closet	Keyless socket 65A19	1	65	0.07	New fixtures LED 10w Evergreen light source	1	10 0.01

COMPTON COMMUNITY COLLEGE DISTRICT

EXHIBIT A

LIGHTING UPGRADE DETAIL

Compton CCD		Buildings							
#	Area	Existing System			Proposed System				
		Fixture Type	Existing Qty	Input Watts	Kw	Conversion	Qty	Input Watts	Kw
Administration Exterior									
Admin Ext - 1	Exterior Bldg	Wall pack 26w PL mini	1	28	0.03	New RAB Lighting fixtures SLIM18 LED 18w light source	1	18	0.02
Admin Ext - 2	Exterior Bldg	Wall pack 175w HID	1	210	0.21	New RAB Lighting fixtures SLIM57 LED 57w light source	1	57	0.06
Admin Ext - 3	Exterior Bldg	Wall pack 250w HID	1	290	0.29	New RAB Lighting fixtures SLIM57 LED 57w light source	1	57	0.06
Admin Ext - 4	Exterior Bldg	Roof Flood 250w HID	1	290	0.29	New RAB Lighting fixtures WPLED3T78 LED 78w light source	1	78	0.08
Admin Ext - 5	Exterior Canopy	South Entry 100w Inca recessed	4	100	0.40	18watt LED A19	4	18	0.07

COMPTON COMMUNITY COLLEGE DISTRICT

EXHIBIT A

LIGHTING UPGRADE DETAIL

Compton CCD		Buildings							
#	Area	Existing System				Proposed System			
		Fixture Type	Existing Qty	Input Watts	Kw	Conversion	Qty	Input Watts	Kw
Admin Ext - 6	Exterior Canopy	2L 4ft Recessed prismatic fixtures T8 741	2	60	0.12	New 4ft FSC Lighting prismatic insert with 2Lamp T8 25w Philips ballast Advance	2	25	0.05
Admin Ext - 7									
Admin Ext - 8	Exterior Canopy	West Entry Box 4ft 2L 4ft	1	60	0.06	New 4ft FSC Lighting prismatic insert with 2Lamp T8 25w Philips ballast Advance	1	25	0.03
Admin Ext - 8	Exterior	65w inca	2	65	0.13	12w LED A19	2	12	0.02
Student Lounge Interior									
Stud. Int - 1						New LED fixture FSC Lighting 50watt LED Deco Nickel Trim dimmable remote control wireless Lutron controller. Breaker controlled existing lighting	12	50	0.60
Stud. Int - 2	Student Lounge	250w HID box fixtures	12	290	3.48	Lutron Remote control dimming system panel and coponents to control 60watts LED dimmable	1		

COMPTON COMMUNITY COLLEGE DISTRICT

EXHIBIT A

LIGHTING UPGRADE DETAIL

Compton CCD		Buildings							
#		Existing System			Proposed System				
		Fixture Type	Existing Qty	Input Watts	Kw	Conversion	Qty	Input Watts	Kw
Student Lounge Exterior									
Stud. Ext - 1	Exterior								
		Post Top Tulip 150w HID	3	180	0.54	New RAB lighting ALED5T52 fixture 59w LED fixture post top	3	59	0.18
Exterior Pathway									
Pathway - 1	Exterior Canopy - pathway	2L 4ft Recessed fixtures T8 741	160	60	9.60	New 4ft FSC Lighting prismatic insert with 2Lamp T8 25w Philips ballast Advance	160	25	4.00
		Totals	331		27.42	Totals	331		12.38

COMPTON COMMUNITY COLLEGE DISTRICT

EXHIBIT A

LIGHTING UPGRADE DETAIL

Compton College		Stadium							
#	Area	Existing System				Proposed System			
		Fixture Type	Existing Qty	Input Watts	Kw	Conversion	Qty	Input Watts	Kw
1	Stadium	8LPL32w High Bay	10	272	2.72	New Visionaire Lighting Fixture LED 100w	10	110	1.10
2	electric room	keyless socket 23w CFL	13	25	0.33	New FSC Lighting fixtures LED 25w light bar	3	25	0.08
3	Stadium exterior	400w Hubbell high bay	2	454	0.91	New Visonaire Lighting Fixture LED 100w	2	110	0.22
4	Stadium exterior	250w Ceiling box HID	2	290	0.58	New RAB Lighting Fixture LED 57w	2	62	0.12
5	Mens restroom	2L 4ft Recessed T8 741	11	60	0.66	4ft FSC Lighting LED light bar kit	11	25	0.28
6	Womens restroom	2L 4ft Recessed T8 741	11	60	0.66	4ft FSC Lighting LED light bar kit	11	25	0.28
7	Snack shack	2L 4ft Recessed T12	13	60	0.78	4ft FSC Lighting LED light bar kit	13	25	0.33
8	Ballroom storage	2L 4ft Recessed T12	1	60	0.06	4ft FSC Lighting LED light bar kit w/ wall motion sensor	1	25	0.03
9	Exterior Pole Lights	Spider post tops 250w	5	290	1.45	New post top Visionaire Lighting fixtures LED 78w Spider	5	84	0.42

COMPTON COMMUNITY COLLEGE DISTRICT

EXHIBIT A

LIGHTING UPGRADE DETAIL

Compton College		Gym									
#	Area	Existing System			Proposed System						
		Fixture Type	Existing Qty	Input Watts	Kw	Conversion	Qty	Input Watts	Kw		
10	Gym Lighting	400watt HID Court lights	24	454	10.90	New Visionaire Lighting LED high bay fixtures	24	210	5.04		
11	Gym Lighting	8ft 2LF96T12 Industrial fixture	5	120	0.60	New FSC Lighting fixtures 50watt LED	5	54	0.27		
12	Gym Lighting	400watt HID side court light	12	454	5.45	New Visionaire Lighting LED high bay fixtures	12	210	2.52		
13	Gym Lighting bleachers	8ft 2LF96T12 Industrial fixtures	15	120	1.80	New FSC Lighting fixtures 50watt LED	15	54	0.81		
14	Gym dance area 2nd level	4ft 2L Wraps T8	52	60	3.12	4ft FSC Lighting LED light bar kit	52	25	1.30		
15	Gym dance area 2nd level	4ft 2L Wraps T8	6	60	0.36	4ft FSC Lighting LED light bar kit	6	25	0.15		
16	Gym Lobby	2x2 Box 6LF17T8	24	95	2.28	4ft FSC Lighting LED 2x2 Box fixtures	24	54	1.30		
17	Restrooms	8ft 4LF32T8 Wraps	2	112	0.22	New FSC Lighting fixtures 50watt LED	2	84	0.17		
18	Mirror	4ft 2L radial wrap missing lens	2	60	0.12	4ft FSC Lighting LED fixtures radial wrap	2	25	0.05		
19	foyer entry	4ft 1L wrap fixture T8	1	32	0.03	New fixtures Evergreen LED 10w	1	10	0.01		
20	Office / Entry	4ft 4L wrap fixture T8	2	112	0.22	4ft FSC Lighting LED 2x2 Box fixtures	2	54	0.11		
21	Storage rooms x 3	keyless socket 65w inca	3	65	0.20	New fixtures Evergreen LED 10w	3	10	0.03		
22	Gym Exterior	400watt Flood HID fixture	3	454	1.36	New RAB Lighting LED Flood 104watt	3	110	0.33		

COMPTON COMMUNITY COLLEGE DISTRICT

EXHIBIT A

LIGHTING UPGRADE DETAIL

Compton College		Gym								
		Existing System			Proposed System					
#	Area	Fixture Type	Existing Qty	Input Watts	Kw	Conversion	Qty	Input Watts	Kw	
23	Gym Exterior	250watt Flood HID fixture	5	290	1.45	New RAB Lighting Wall Pack 78W LED	5	84	0.42	
24	Gym Exterior	2L PL 15 Mini Pack fixtures	7	32	0.22	New fixtures Evergreen LED 10w	7	10	0.07	
24	Gym Exterior Entry Canopy	3ft 1L Strip fixtures	72	45	3.24	LED Strips 18watt retro kit Philips Lighting	72	18	1.30	
25	Gym Exit Signs	Single LED surface mount no wire guard	8	5	0.04	New LED Exit with Bugeye Emergency + Wire guards	8	2	0.02	
26	Weight room	4ft 2L Wraps T8	68	60	4.08	4ft FSC Lighting LED fixtures radial wrap	68	25	1.70	
27	Restrooms	2L PL round ceiling fixtures	7	48	0.34	New fixtures Evergreen LED 10w	7	10	0.07	
28	Restrooms	4ft 1L Mirror fixture	2	35	0.07	4ft FSC Lighting LED fixtures radial wrap	2	10	0.02	
29	Storage +lobby	4ft 4L fixtures	5	112	0.56	4ft FSC Lighting LED fixtures radial wrap	5	50	0.25	
30	Football office	4ft 2L Wraps T8	5	60	0.30	4ft FSC Lighting LED fixtures radial wrap	5	25	0.13	
31	Football office	keyless socket 65w inca	3	65	0.20	New fixtures Evergreen LED 10w	3	10	0.03	
		Totals	401		45.30	Totals	391		18.92	



COMPTON COMMUNITY COLLEGE DISTRICT CONSULTANT SERVICES AGREEMENT

This AGREEMENT is made and entered into this ____ ("EFFECTIVE DATE"), between the Compton Community College District, hereinafter referred to as ("DISTRICT"), and ____, hereinafter referred to as "CONSULTANT". The DISTRICT and the CONSULTANT are sometimes referred to herein as a "PARTY" and collectively as the "PARTIES." This AGREEMENT is made with reference to the following facts:

WHEREAS, the DISTRICT requires specialized services and/or advice in connection with ____, hereinafter referred to as "SERVICES" and defined in Article I of this AGREEMENT, where such services and advice are not available to the DISTRICT without cost either internally or from other public agencies; and

WHEREAS, CONSULTANT is specially trained, experienced and competent to provide the SERVICES to the DISTRICT; and

WHEREAS, the SERVICES are not available within the DISTRICT and cannot be performed satisfactorily by DISTRICT employees, or are of such a highly specialized or technical nature that the necessary knowledge, training, experience and ability are not available through the DISTRICT at this time; and

WHEREAS, CONSULTANT has indicated its willingness and commitment to provide the SERVICES to the DISTRICT on the terms hereafter set forth in this AGREEMENT.

NOW, THEREFORE, the PARTIES hereto agree as follows:

ARTICLE I **SCOPE AND SERVICES TO BE PROVIDED BY CONSULTANT**

1. **SERVICES TO BE PROVIDED BY THE CONSULTANT.** The CONSULTANT shall provide the SERVICES to the DISTRICT on the terms set forth herein. The PARTIES agree if there is a proposal or similar document attached or incorporated into Exhibit "A", that the terms of this AGREEMENT shall be controlling over any of the terms contained within the CONSULTANT's proposal or similar document. CONSULTANT agrees to perform the following work for the DISTRICT at El Camino College/Compton Community Education Center, or at such other places and

times as the DISTRICT may direct, and the SERVICES shall performed at times and places mutually acceptable to DISTRICT and CONSULTANT:

- a) CONSULTANT ;
 - b) CONSULTANT shall not have the right to be the exclusive provider of the SERVICES specified herein.
2. If applicable, the CONSULTANT shall provide any required DSA reports, certifications or forms related to the SERVICES provide pursuant to this AGREEMENT.
 3. To the extent that any SERVICES required in the Request for Proposal ("RFP") attached hereto as Exhibit "B" are not set forth in this AGREEMENT, CONSULTANT shall provide any services set forth in the RFP or CONSULTANT's response to the RFP not included in this AGREEMENT.

ARTICLE II

CONSULTANT'S REPRESENTATIONS

1. CONSULTANT'S CERTIFICATIONS, REPRESENTATIONS AND WARRANTIES. CONSULTANT makes the following certifications, representations, and warranties for the benefit of the DISTRICT, and CONSULTANT acknowledges and agrees that the DISTRICT, in deciding to engage CONSULTANT pursuant to this AGREEMENT, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this AGREEMENT and the course of CONSULTANT's engagement hereunder:

- a) CONSULTANT is qualified in all respects to competently provide to the DISTRICT all of the SERVICES contemplated by this AGREEMENT and, to the extent required by any applicable laws, CONSULTANT has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the DISTRICT, such SERVICES as are called for hereunder.
 - b) CONSULTANT, in providing the SERVICES and in otherwise carrying out its obligations to the DISTRICT under this AGREEMENT, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including worker's compensation and non-discrimination laws.
2. The CONSULTANT will perform its SERVICES hereunder in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with, the current professional practices and standards of a professional practicing and providing similar services in California.

3. CONFLICT OF INTEREST. CONSULTANT warrants that CONSULTANT has no business or financial interests which are in conflict with

CONSULTANTS obligations to the DISTRICT under this AGREEMENT and further agrees to disclose any such interest which may be acquired during the term of this AGREEMENT.

ARTICLE III **TERMS AND CONDITIONS**

1. **PERIOD OF PERFORMANCE.** This AGREEMENT shall commence on _____ the EFFECTIVE DATE and shall terminate on _____ ("Period of Performance"). Consultant shall complete all SERVICES within the Period of Performance.

2. **DISTRICT REQUESTOR.** The following named employee is designated as the DISTRICT'S Requestor in coordinating the CONSULTANT'S SERVICES with the DISTRICT program(s) and will be responsible for approving CONSULTANT'S invoices for payment.

District's Requestor	Title	Department/Division

The DISTRICT may, at any time during the term of this AGREEMENT, change the person identified as the "DISTRICT's Requestor" without notice.

3. **COMPENSATION TO CONSULTANT.**

a) DISTRICT agrees to pay CONSULTANT

- 1) A flat rate not to exceed ("NTE") _____ dollars (\$_____); or
- 2) A monthly rate not to exceed ("NTE") _____ dollars (\$_____)
per month; or
- 3) An hourly rate not to exceed ("NTE") _____ dollars (\$_____)
for _____ hours, on a ☐ daily ☐ weekly ☐ monthly basis; or
- 4) A daily rate not exceed ("NTE") _____ dollars (\$_____)
per day.

b) DISTRICT agrees to pay CONSULTANT as set forth in the Schedule of Contract Deliverables as follows:

Arrears for satisfactorily rendered SERVICES will be made thirty (30) days after the receipt of a "correct" and approved invoice signed off by the DISTRICT's Requestor with the dates and hours that the CONSULTANT has provided SERVICES. Invoices shall be in a form acceptable to the DISTRICT, but invoices shall include a breakdown of activities by date, time (*expressed in tenths of hours, if CONSULTANT is compensated*

on an hourly rate basis), identification of the individual performing the service, and a description of the service provided during that time period. Three (3) copies of the invoices shall be submitted for payment. All invoices should be mailed to the Account's Payable Department at the address shown below. Payment will be made via First Class U.S. mail addressed per Article VII, Paragraph 2, of this AGREEMENT.

4. EXPENSES. Unless specifically provided to the contrary in writing, CONSULTANT shall assume all expenses, including but not limited to travel expenses, reimbursable expenses, and overhead expenses including, but not limited to, CONSULTANT's own employee expenses, office and clerical expenses, incurred by him/her in connection with the CONSULTANT'S performance under this AGREEMENT.

5. The DISTRICT may withhold, or on account of subsequently discovered evidence, nullify in whole or a part of any payment to such extent as may be necessary to protect the DISTRICT from loss, including costs and attorneys' fees, on account of: (1) defective or deficient work product not remedied; (2) failure of the CONSULTANT to make payments properly to its employees or sub-consultants; or (3) failure of CONSULTANT to perform its services in a timely manner so as to conform to the DISTRICT's schedule requirements.

ARTICLE IV **ADDITIONAL SERVICES**

1. CONSULTANT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONSULTANT's control. CONSULTANT shall obtain written authorization from the DISTRICT before rendering any additional services. The DISTRICT may also require CONSULTANT to perform additional services which are, in the DISTRICT's discretion, necessary. Compensation for all additional services shall be negotiated and approved in writing by the DISTRICT before CONSULTANT performs such additional services. CONSULTANT shall not be entitled to any compensation for performing additional services that are not previously approved by the DISTRICT in writing.

ARTICLE V **TERMINATION**

1. This AGREEMENT may be terminated by either PARTY upon ten (10) days written notice to the other PARTY in the event of a substantial failure of performance by such other PARTY, including insolvency of CONSULTANT; or if the DISTRICT should decide, for any reason, to abandon or indefinitely postpone the SERVICES which CONSULTANT is agreeing to provide pursuant to this AGREEMENT. The DISTRICT also reserves the right to cease making use of CONSULTANT's SERVICES with or without cause at any time. In the event termination is for a substantial failure of performance, all damages and costs associated

with the termination, including increased consultant and replacement consultant costs, shall be deducted from payments owed to the CONSULTANT.

2. In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience in accordance with Paragraph 4 below, and CONSULTANT shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by CONSULTANT.

3. In the event of a termination based upon abandonment, postponement, or notice to cease provision of SERVICES by DISTRICT, the DISTRICT shall pay to the CONSULTANT for all SERVICES performed and all authorized expenses incurred under this AGREEMENT, supported by documentary evidence, and expense reports up until the date of the abandonment or postponement, or notice to cease provision of SERVICES.

4. This AGREEMENT may be terminated without cause by DISTRICT upon ten (10) days written notice to CONSULTANT. In the event of a termination without cause, the DISTRICT shall pay CONSULTANT for all SERVICES performed and all expenses incurred under this AGREEMENT supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination.

5. In the event of a dispute between the PARTIES as to performance of the SERVICES or the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the PARTIES shall attempt to resolve the dispute. Pending resolution of this dispute, CONSULTANT agrees to continue to diligently perform the SERVICES. If the dispute is not resolved, CONSULTANT agrees it will neither rescind the AGREEMENT nor stop performing the SERVICES, but CONSULTANT'S sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the SERVICES provided for in this AGREEMENT have been completed, and not before.

6. Without invalidating the AGREEMENT, the DISTRICT may at any time order the CONSULTANT to suspend all or a portion of the SERVICES required under this AGREEMENT. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

7. The PARTIES understand and agree that this Article shall govern all termination rights and procedures between the PARTIES. Any termination provision that is attached to this agreement as an Exhibit shall be void and unenforceable between the PARTIES.

ARTICLE VI
INDEMNITY AND INSURANCE

1. To the fullest extent permitted by law, CONSULTANT agrees to indemnify, and hold DISTRICT entirely harmless from all liability arising out of:

a) **Worker Compensation and Employers Liability:** Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to CONSULTANT's employees or CONSULTANT's subcontractor's employees arising out of CONSULTANT's work under this AGREEMENT; and

b) **General Liability:** Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONSULTANT or any person, firm or corporation employed by the CONSULTANT upon or in connection with the SERVICES performed under this AGREEMENT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT. The CONSULTANT, at CONSULTANT's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof; and

c) **Professional liability:** Any loss, injury to or death or persons or damage to property caused by any act, neglect, default or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the SERVICES performed by CONSULTANT in accordance with this AGREEMENT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.

d) The PARTIES understand and agree that Paragraph 1 above shall be the sole indemnity, as defined by California Civil Code § 2772, governing this AGREEMENT. Any other indemnity that may be attached to this AGREEMENT as an Exhibit shall be void and unenforceable between the PARTIES. Any attempt to limit the CONSULTANT's liability to the DISTRICT in an attached Exhibit shall be void and unenforceable between the PARTIES.

2. CONSULTANT shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT which will protect CONSULTANT and DISTRICT from claims which may arise out of or result from CONSULTANT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

a) The CONSULTANT shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California.

b) Comprehensive general and auto liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

1. Owned, non-owned and hired vehicles;
2. Blanket contractual;
3. Broad form property damage;
4. Products/completed operations; and
5. Personal injury.

c) **Professional liability insurance, including contractual liability, with limits of \$1,000,000, per claim.** Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that CONSULTANT subcontracts any portion of CONSULTANT's duties, CONSULTANT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.

d) **Valuable Document Insurance:** The CONSULTANT shall carry adequate insurance on all reports, drawings, specifications, record drawings and/or other documents as may be required to protect the DISTRICT in the amount of its full equity in those reports, drawings, specifications, record drawings and/or other documents, and shall file with the DISTRICT a certificate of that insurance. The cost of that insurance shall be paid by the CONSULTANT, and the DISTRICT shall be named as an additional insured.

e) Each policy of insurance required in b) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such

primary insurance; shall state that written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

f) In the event that CONSULTANT subcontracts any portion of CONSULTANT's duties, CONSULTANT shall require any such sub-consultant to purchase and maintain insurance coverage for the types of insurance referenced in this Article in amounts which are appropriate with respect to that sub-consultant's part of work which shall in no event be less than \$500,000 per occurrence.

ARTICLE VII **MISCELLANEOUS**

1. **FINGERPRINTING REQUIREMENTS.** Education Code Section 45125.1 states that if employees of any CONSULTANT providing school site Administrative or similar services may have any contact with any under age pupils (younger than 18 years of age); those employees shall be fingerprinted by the Department of Justice (DOJ) before entering to determine that they have not been convicted of a serious or violent felony. If the DISTRICT determines that more than limited contact with students will occur during the performance of these SERVICES by CONSULTANT, CONSULTANT will not perform SERVICES until all employees providing SERVICES have been fingerprinted by the DOJ and DOJ fingerprinting clearance certification has been provided to DISTRICT.

a) DISTRICT has determined that CONSULTANT'S SERVICES ☐ will/ ☐will not result in contact with under age pupils. If contact will be made CONSULTANT will obtain fingerprinting clearance for all employees before SERVICES can begin and CONSULTANT will provide a list to the DISTRICT of All employees cleared by DOJ who will provide SERVICES under this AGREEMENT. Failure to provide such written certification within sixty (60) days of execution of this AGREEMENT will result in immediate termination of this AGREEMENT.

District's Requestor Signature

Date

2. NOTICES. All notices required to be delivered under this AGREEMENT to the other PARTY must be in writing and shall be effective (i) when personally delivered by the other PARTY or messenger or courier thereof; (ii) three (3) business days after deposit in the United States mail, registered or certified; (iii) twenty-four (24) hours after deposit before the daily deadline time with a reputable overnight courier or service; or (iv) upon receipt of a telecopy or fax transmission, provided a hard copy of such transmission shall be thereafter delivered in one of the methods described in the foregoing (i) through (iii); in each case postage fully prepaid and addressed to the respective PARTIES as set forth below or to such other address and to such other persons as the PARTIES may hereafter designate by written notice to the other PARTIES hereto:

TO DISTRICT:

COMPTON COMMUNITY COLLEGE DISTRICT
Business Services
1111 E. Artesia Boulevard
Compton, CA 90221
Phone: 310-900-1600, ext. 2111
Attention: Felipe R. Lopez, Chief Business Officer

TO CONSULTANT:

Phone: _____
Attention: _____

3. LEGAL STATUS. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that CONSULTANT and all of CONSULTANT's employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of CONSULTANT's employees or agents as they relate to the SERVICES to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of any applicable prevailing wages and all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT's employees.

Under the provisions of the Internal Revenue Services and Franchise Tax Board regulations, the DISTRICT is required to obtain the CONSULTANT'S Social Security Number (SSN) or Tax Identification Number (TIN) as appropriate, and to file Information Returns for payment made by the DISTRICT on Form 1099-NEC on a calendar year basis.

The CONSULTANT'S copy of Form 1099-NEC will be mailed to the address shown in Article VII, Paragraph 2, of this AGREEMENT. Accordingly, please check the appropriate status box and provide the tax number.

- ☐ Individual Consultant SSN: _____
- ☐ Proprietorship (One Owner) TIN 95- _____
- ☐ Partnership (2 or more Owners) TIN 95- _____
- ☐ Unincorporated Association TIN 95 - _____
- ☐ Corporation TIN 95 - _____

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONSULTANT.

4. Records of the CONSULTANT's direct personnel hours and expenses pertaining to any additional services provided by the CONSULTANT, which are in addition to those SERVICES already required by this AGREEMENT, and any records of accounts between the DISTRICT and CONSULTANT shall be kept on a generally recognized accounting basis and shall be available to the DISTRICT or DISTRICT's authorized representative at mutually convenient times for a period from the date of this AGREEMENT through two (2) years after completion of providing all SERVICES.

5. Any reports and/or other documents that are prepared, reproduced, maintained and/or managed by the CONSULTANT or CONSULTANT's sub-consultants in accordance with this AGREEMENT, shall be and remain the property of the DISTRICT (hereinafter "PROPERTY"). The DISTRICT may provide the CONSULTANT with a written request for the return of its PROPERTY at any time. Upon CONSULTANT's receipt of the DISTRICT's written request, CONSULTANT shall return the requested PROPERTY to the DISTRICT within seven (7) calendar days. Failure to comply with the requirements in this Article shall be deemed a material breach of this AGREEMENT.

6. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other PARTY to this AGREEMENT with respect to the terms of this AGREEMENT. CONSULTANT shall not assign this AGREEMENT.

7. This AGREEMENT shall be governed by the laws of the State of California.

8. This AGREEMENT represents the entire AGREEMENT between the DISTRICT and CONSULTANT and supersedes all prior negotiations, representations or

agreements, either written or oral. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONSULTANT.

9. Time is of the essence with respect to all provisions of this AGREEMENT.

10. Subject to the restrictions and limitations set forth in this AGREEMENT, all Exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this AGREEMENT by each reference as though fully set forth in each instance in the text hereof.

11. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, OR THE INELIGIBILITY (Federal Executive Order 12549). By executing this contractual instrument, CONSULTANT certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;
2. Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (Federal, State, or Local) or contract under a public transaction; or violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State, or Local), with commission of any of the offenses enumerated in Section 11 subsection 2 above, of this certification;
4. Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transactions (Federal, State, or Local) terminated for cause of default.

12. EXECUTION REQUIREMENTS. The PARTIES, through their authorized representatives, have executed this AGREEMENT as of the day and year first written above.

CONSULTANT:

COMPTON COMMUNITY COLLEGE
DISTRICT

By: _____

By: _____
Felipe R. Lopez, Chief Business Officer

Type or Print Name

Date

Date

Date Approved
By Board, if Required _____

SAMPLE

EXHIBIT "A"
CONSULTANT'S PROPOSAL

SAMPLE

**EXHIBIT “B”
DISTRICT’S REQUEST FOR PROPOSALS**

SAMPLE