

# Compton Community College District



## Waste and Recycling Services RFQ-CCC-061

Bid Proposals due  
February 19, 2020  
At 2:00 p.m.

Service Location:  
Compton Community College District  
1111 East Artesia Blvd.  
Compton, CA 90221-5393

Contact: Linda Owens  
Chief Facilities Officer  
lowens@compton.edu

NOTICE IS HEREBY GIVEN that the Compton Community College District (District) will accept Bid Proposals for RFQ-CCC-061 for Waste and Recycling Services on or before **February 19, 2020 2:00 p.m.** The District seeks proposals that reflect end-to-end full spectrum, efficient, and cost effective solutions of handling Solid Waste/Debris Collection, Recycling and Disposal Services while reducing the overall costs associated with collection and disposal services. The Selected Firm (hereafter "Contractor") will provide for the collection and disposal of solid waste/debris, hereafter referred to as "waste", from all designated locations on campus in full compliance with any/all applicable laws.

The Contractor will demonstrate flexibility in accommodating new and changing requirements while providing reliable customer service. The Contractor will make assisting the District with its waste collection, recycling and disposal service needs a high priority. All bidders who meet the qualifications may submit a proposal to provide "Waste and Recycling Services" at the Compton Community College District located at: 1111 East Artesia Blvd., Compton, CA 90221.

The District reserves the right to reject any and all proposals received as a result of this RFP. The District is mandated by the Board of Trustees to always seek out the most advantageous agreement to the District. The final decision will be made by the Board of Trustees. The district will also seek guidance from the Chief of Facilities in the evaluation of services to be provided.

1) *RFQ and Subsequent Addenda (if any):*

This RFQ and any subsequent addenda (if any) will be available online at:

[http://www.compton.edu/district/administration/businessadmin/Bid\\_Proposal\\_Requests.aspx](http://www.compton.edu/district/administration/businessadmin/Bid_Proposal_Requests.aspx)

2) *REQUESTS FOR CLARIFICATION:*

All Requests for Clarification must be submitted via email to [LOWENS@COMPTON.EDU](mailto:LOWENS@COMPTON.EDU)

By **February 11, 2020 by no later than 2pm.**

(An addendum will be issued on February 13, 2020 by 5pm to respond to clarifications.)

3) *WASTE AND RECYCLING SERVICE RFQ REVIEW CRITERIA*

District will review the bid proposals based on the following list of criteria:

- a. Contractor costs based on submitted BID FORM
- b. Contractor's must meet or exceed District's required insurance coverage requirements.
- c. Review of Contractor's references. Minimum of three references are required.
- d. Contractor's ability to provide quality and quantity of service. District will evaluate proposal based on performance with previous clients.
- e. Contractor's ability to provide a representative to monitor on a Weekly / Bi-Weekly / Monthly basis the inspection of the containers to ensure timely emptying and the neat and clean appearance of the receptacles. (No Graffiti / Damaged Containers)

4) *INSTRUCTIONS FOR SUBMITTING PROPOSALS*

- a. All BID proposals must be submitted by **2:00 p.m. Wednesday, February 19, 2020.** Any proposal received after the aforementioned date & time will not be accepted. YOU MUST ATTEND MANDATORY JOB WALK, 2PM, FEBRUARY 6, 2020
- b. All requested documents including BID FORM must be submitted in the Proposal package and

the package can be submitted in person or delivered by FedEx/UPS to the attention of:  
 Compton Community College District  
 1111 East Artesia Blvd.  
 Compton, CA 90221-5393  
 Attention: Roy Patterson, Purchasing Agent, Room C-34

- c. The bid proposal packet must contain the following: one (1) original printed (mark “ORIGINAL COPY”) plus three (3) printed hard copies of the proposal must be submitted. The original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package. Electronic (email) or facsimile submissions will not be accepted. There is no expressed or implied obligation for Union County to reimburse firms for any expenses incurred in preparing proposals in response to this request.
- d. The submitted proposal should be a maximum of 20 pages in length, 12 point font (excluding cover, title sheets, dividers, etc.) The proposal shall provide the following information and be in the following format:
  - 1. Tab A for Cover Letter / Executive Summary
  - 2. Tab B for Company Information;
  - 3. Tab C for References (Statement of History and Experience)
  - 4. Tab D for Proposed Pricing (BID FORM); and
  - 5. Tab E for Required Signature Forms, including W-9 and Non Collusion Form
 Omissions and incomplete answers will be deemed unresponsive. Please initial any corrections

5) *RFQ TIMELINE AND SCHEDULE*

- a. The proposals and other documents related to this RFQ will be kept online at the following website:
- b. The various deadlines for this RFQ are as follows and the District reserves the right to change any deadline in its own discretion

	<b>RFQ SCHEDULE OF EVENTS</b>	<b>DATES/DEADLINES</b>
1.	Advertisement	<b>1/30/20 and 2/5/20</b>
2.	<b>Mandatory Site Walk</b>	<b>February 6, 2020 @2 pm</b> west side of parking lot F
3.	Deadline for Requests for Clarification	<b>February 11, 2020 by 2pm</b>
4.	Submittal Deadline for Bid Proposal	<b>February 19, 2020 @ 2pm</b>
5.	Board Approval	<b>March 17, 2020</b>
6.	Start Date	<b>April 1, 2020</b>

## Compton Community College District – Waste and Recycling Services

Additional requirements to be completed by the waste vendor/contractor for the duration of their contract:

1. The Compton Community College District requires vendors to submit evidence of adequate insurance coverage, regardless of the dollar amount of the service, prior to performance of work or services on the property. Types of insurance required, are Commercial General Liability, Workers' Compensation, Automobile Liability, and in some instances an Employee Dishonesty Insurance or Fidelity Bond is required. The attached agreement/contract outlines the insurances types and amounts of coverage required by the Contractor. The Contractor shall provide a Certificate of Insurance and Endorsement Letter naming the District as an additional insured and which meets the minimum insurance requirements as outlined in the agreement/contract.
2. The Contractor shall furnish all labor, materials, vehicles, equipment, supervision and incidentals necessary to collect, transport, and dispose of waste and associated recyclables, from designated locations in accordance with all local, state, and federal regulations, policies and procedures, on a regularly scheduled basis determined by the District. Once the Contractor has initiated a haul, the Contractor is entirely responsible for the haul and contents within the haul in accordance with all applicable regulations, policies and procedures.
3. The Contractor shall coordinate all work with the District to prevent any disruption in service as rental/leased containers/dumpsters/bins are being exchanged. The initial exchange of any rental/leased equipment at the beginning of any Agreement resulting from this RFQ, along with the removal of equipment upon termination of service, will be provided at no cost to the District.
4. The Contractor shall own, maintain and service all equipment when requested to do so by the District. This equipment includes, but is not limited to, containers/dumpsters/bins.
5. Bins and Roll-Off Containers: Collections units will be set up around the campus in designated locations (see Waste Bin Location Plan showing bin locations) to allow access for use by District. The location of pick-up points may be changed at the discretion of the District only to ensure a satisfactory and practicable collection plan.
6. Markings: Each bin/container shall be freshly painted. List the color you intend to provide, or standard color options that are available for the District to choose from. All bins/containers provided are to be painted the same color. Bins/containers shall have signage indicating the name of the waste hauler. Bins/containers shall be in good repair; no holes, no obvious dents or breaks, fully operational lids, doors and casters, freshly painted and with signage as outlined above.
7. Cleaning: the selected vendor/contractor will make sure that each bin/container will be clean and free of any disfigurements, i.e. graffiti, damaged or broken hinges or doors. The District shall not be responsible for loss or damage of the Contractor's equipment, materials, supplies and/or tools. If trash is piled around a container(s), the Contractor

shall completely clean the area of all trash and be sure the area is neat and clean prior to re-setting the container(s). Drivers shall pick up any trash dropped during servicing of the container(s). All containers/bins, including spares, shall be washed and deodorized by the Contractor, inside and out, Semi-annually without additional cost to the District. Containers/bins may not be washed on the District's site. Containers/bins may only be deodorized on site

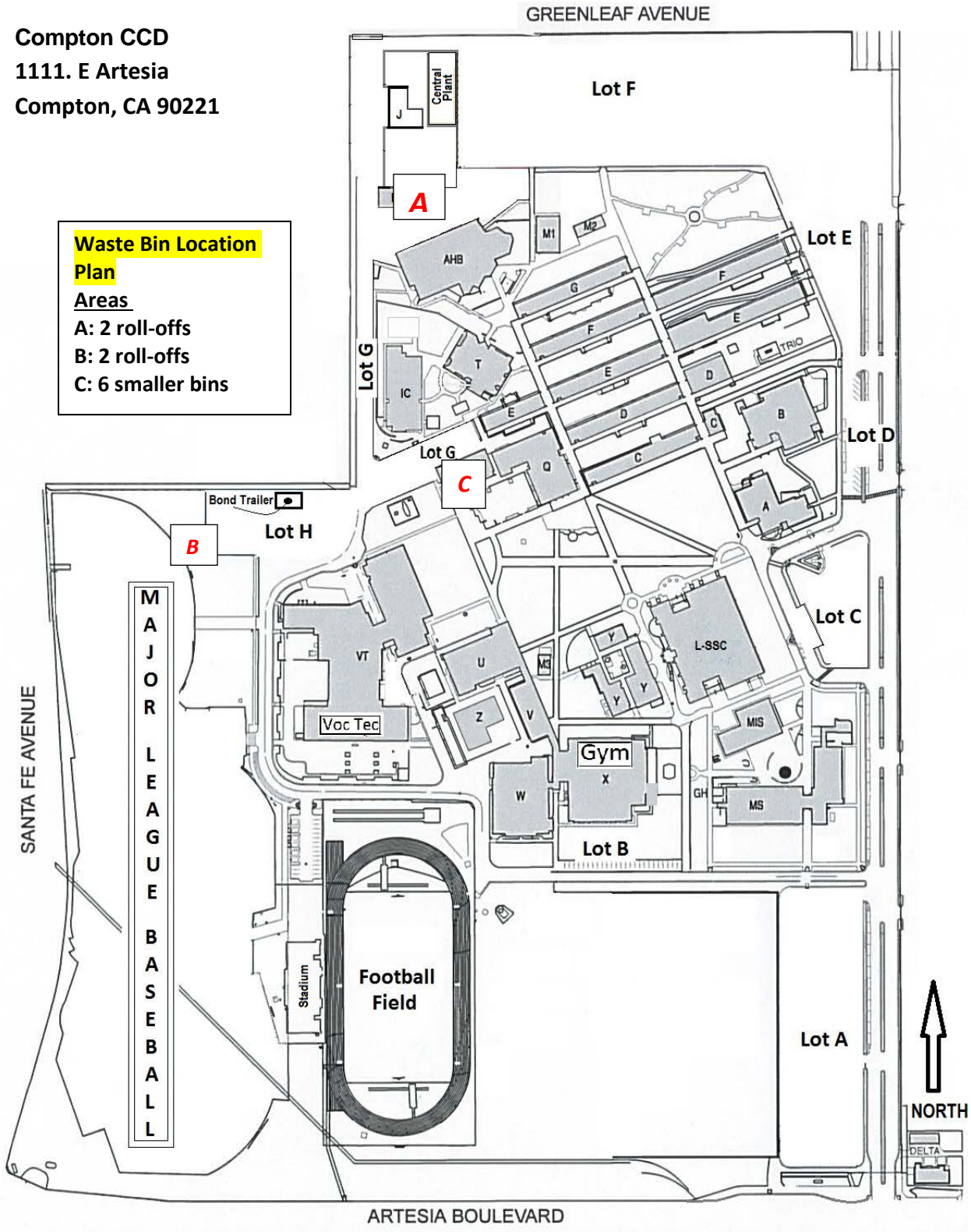
8. Emptying: Containers/bins will be emptied on a regular basis. Scheduled pick-ups for the 3 and 4 cubic yard bins shall be three times a week within Monday-Friday. Scheduled pick-ups for the 20 to 40 Cu. Yd. roll off containers shall be weekly. Scheduling may be modified by the District based on rate of usage.
9. Reports for District: Quarterly reports shall be sent to the Facilities Department detailing waste diversion statistics and tonnage collected during that quarter.
10. Contractor must provide information, if requested by District, to assist in filling out any local, state or federal forms requesting waste statistics or reporting.

Additional information:

11. Currently, the District has waste services provided to 6 – 4 Yard bins, 2 – 25 Yard roll-off containers and 2 – 40 yard roll-off containers.
12. Currently, the District does not separate recyclables. All of the bins may contain cardboard, waste, and recyclables.
13. The tonnage of waste collected for 2017 was 334.48.
14. The Contractor, when invoicing, shall submit one copy of each invoice. Each invoice will contain, at a minimum, the following information: a. Purchase Order number; b. Date(s) and description of service; and c. Itemized billing for bins/containers.

Compton CCD  
 1111. E Artesia  
 Compton, CA 90221

**Waste Bin Location Plan**  
**Areas**  
 A: 2 roll-offs  
 B: 2 roll-offs  
 C: 6 smaller bins



Compton Community College District – Waste and Recycling Services  
BID FORM (include with Bid)

**Bins:**

Cost of Delivery and Trash Pick Ups thereafter for 3 Cu. Yd. bins with lids	\$	_____	Per Lift/Per Bin
Cost of Delivery and Trash Pick Ups thereafter for 4 Cu. Yd. bins with lids	\$	_____	Per Lift/Per Bin

**Containers:**

Cost of 40 Cu.Yd. roll off	\$ _____ Per Lift, plus charge of \$ _____ Per Ton
Cost of 35 Cu.Yd. roll off	\$ _____ Per Lift, plus charge of \$ _____ Per Ton
Cost of 30 Cu.Yd. roll off	\$ _____ Per Lift, plus charge of \$ _____ Per Ton
Cost of 25 Cu.Yd. roll off	\$ _____ Per Lift, plus charge of \$ _____ Per Ton
Cost of 20 Cu.Yd. roll off	\$ _____ Per Lift, plus charge of \$ _____ Per Ton

**Other Fees:**

Fuel surcharge rates for each of the bins/containers listed above. \$ \_\_\_\_\_  
List any other Fees charged with amounts \_\_\_\_\_

**Paint Color of Bins/Containers: (see paragraph 6 on page 4)**

List proposed color of all bins/containers \_\_\_\_\_.

**ADDENDUM Acknowledgment**

\_\_\_\_\_ Addenda Nos. \_\_\_\_\_ received, acknowledged and  
initial incorporated into this Bid Proposal.

STATEMENT OF HISTORY AND EXPERIENCE (Supplemental sheet, include with bid)

Appendix A

Company Information and Signatory Page

Company Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Web Site: \_\_\_\_\_

Type of Firm:

Corporation: \_\_\_\_\_ Proprietorship: \_\_\_\_\_

Partnership: \_\_\_\_\_ Joint Venture: \_\_\_\_\_

Other: \_\_\_\_\_

Business License Number: \_\_\_\_\_

Number of years in Business under firm name: \_\_\_\_\_

Full names of firm's owners, officers and managing employees:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Has the firm changed its name within the past 3 years? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, provide former name(s)

\_\_\_\_\_  
\_\_\_\_\_



Have there been any recent (within the last 3 years) changes of ownership? Yes\_\_\_No\_\_\_

If yes, please explain:

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Have any officers or principals of the firm ever had their business license suspended or revoked for any reason? If yes please explain:

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Below list at least three similar Districts or Municipalities where you currently provide waste services.

Provide contact name and phone number for each.

1.

2.

3.

Name and title of person completing the submission of this Proposal and the responses to this questionnaire:

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

NON-COLLUSION DECLARATION

**Waste and Recycling Services, Bid No. RFQ CCC-061**

The undersigned declares:

I am \_\_\_\_\_,

(Insert "Sole Owner", "Partner", "President", "Secretary", or other proper title)

of \_\_\_\_\_

(Insert name of bidder)

As the party submitting a Bid Proposal for the above-identified Project, the undersigned declares, states and certifies that:

1. The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Bid Proposal is genuine and not collusive or sham.
3. 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 other bidder or anyone else to put in sham bid, or to refrain from bidding.
4. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the Bid Proposal and related documents are true.
6. The Bidder has not, directly or indirectly, submitted the 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 person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ at

\_\_\_\_\_.

(City, County and State)

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Name Printed or Typed)

\_\_\_\_\_  
(City, County and State)

(\_\_\_\_\_) \_\_\_\_\_

(Area Code and Telephone Number)



## COMPTON COMMUNITY COLLEGE DISTRICT CONTRACTOR 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 “CONTRACTOR”. The DISTRICT and the CONTRACTOR 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 **Waste and Recycling Services**, 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**, CONTRACTOR 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**, CONTRACTOR 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:

### **SCOPE AND SERVICES TO BE PROVIDED BY CONTRACTOR**

1. **SERVICES TO BE PROVIDED BY THE CONTRACTOR.** The CONTRACTOR 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 CONTRACTOR’s proposal or similar document. CONTRACTOR agrees to perform the following work for the DISTRICT at Compton Community College District, 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 CONTRACTOR:

- a) CONTRACTOR ;

b) CONTRACTOR shall not have the right to be the exclusive provider of the SERVICES specified herein.

2. If applicable, the CONTRACTOR 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 RFQ-CCC-061 (“RFQ”) attached hereto as Exhibit “B” are not set forth in this AGREEMENT, CONTRACTOR shall provide any services set forth in the RFQ or CONTRACTOR’s response to the RFQ not included in this AGREEMENT.

### **CONTRACTOR’S REPRESENTATIONS**

1. CONTRACTOR’S CERTIFICATIONS, REPRESENTATIONS AND WARRANTIES. CONTRACTOR makes the following certifications, representations, and warranties for the benefit of the DISTRICT, and CONTRACTOR acknowledges and agrees that the DISTRICT, in deciding to engage CONTRACTOR 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 CONTRACTOR’s engagement hereunder:

a) CONTRACTOR 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, CONTRACTOR 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) CONTRACTOR, 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 CONTRACTOR 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. CONTRACTOR warrants that CONTRACTOR has no business or financial interests which are in conflict with CONTRACTORS 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.

**TERMS AND CONDITIONS**

1. **PERIOD OF PERFORMANCE.** This AGREEMENT shall commence on **April 1, 2020** the EFFECTIVE DATE and shall terminate on **March 31, 2023** (“Period of Performance”). The term of this contract shall be for three (3) years, from the date of award with the option to renew for two (2) additional one year periods. CONTRACTOR 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 CONTRACTOR’S SERVICES with the DISTRICT program(s) and will be responsible for approving CONTRACTOR’S invoices for payment.

<u>Linda Owens</u>	<u>Chief Facilities Officer</u>	<u>Facilities</u>
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 CONTRACTOR.**

- a) DISTRICT agrees to pay CONTRACTOR
  - 1) Monthly based on rates listed in Bid Proposal for RFQ-CCC-061 see attached proposal from Contractor.

DISTRICT agrees to pay CONTRACTOR 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 CONTRACTOR has provided SERVICES. Invoices shall be in a form acceptable to the DISTRICT, but invoices shall include a breakdown of activities: a. Purchase Order number; b. Date(s) and description of service; and c. Itemized description/billing for bins/containers and other costs. (*expressed in tenths of hours, if CONTRACTOR is compensated on an hourly rate basis*). All invoices should be mailed to the Account’s Payable Department at the address shown below in Article VII, Miscellaneous, 2. Notices. Payment will be made via First Class U.S. mail addressed per Article VII, Miscellaneous, 2. Notices, of this AGREEMENT.

4. **EXPENSES.** Unless specifically provided to the contrary in writing, CONTRACTOR shall assume all expenses, including but not limited to travel expenses, reimbursable expenses, and overhead expenses including, but not limited to,

CONTRACTOR's own employee expenses, office and clerical expenses, incurred by him/her in connection with the CONTRACTOR'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 CONTRACTOR to make payments properly to its employees or sub-CONTRACTORS; or (3) failure of CONTRACTOR to perform its services in a timely manner so as to conform to the DISTRICT's schedule requirements.

#### **ADDITIONAL SERVICES**

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

#### **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 CONTRACTOR; or if the DISTRICT should decide, for any reason, to abandon or indefinitely postpone the SERVICES which CONTRACTOR is agreeing to provide pursuant to this AGREEMENT. The DISTRICT also reserves the right to cease making use of CONTRACTOR'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 CONTRACTOR and replacement CONTRACTOR costs, shall be deducted from payments owed to the CONTRACTOR.

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 CONTRACTOR 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 CONTRACTOR.

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 CONTRACTOR 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 CONTRACTOR. In the event of a termination without cause, the DISTRICT shall pay CONTRACTOR 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, CONTRACTOR agrees to continue to diligently perform the SERVICES. If the dispute is not resolved, CONTRACTOR agrees it will neither rescind the AGREEMENT nor stop performing the SERVICES, but CONTRACTOR'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 CONTRACTOR 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.

#### **INDEMNITY AND INSURANCE**

1. To the fullest extent permitted by law, CONTRACTOR 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 CONTRACTOR's employees or CONTRACTOR's subcontractor's employees arising out of CONTRACTOR'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 CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR 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 CONTRACTORS who are directly employed by the DISTRICT. The CONTRACTOR, at CONTRACTOR'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 CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, 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 CONTRACTOR 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 CONTRACTOR's liability to the DISTRICT in an attached Exhibit shall be void and unenforceable between the PARTIES.

2. CONTRACTOR 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 CONTRACTOR and DISTRICT from claims which may arise out of or result from CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR subcontracts any portion of CONTRACTOR's duties, CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR, 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 CONTRACTOR 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. CONTRACTOR shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, CONTRACTOR shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONTRACTOR 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 CONTRACTOR, and in such event CONTRACTOR shall reimburse DISTRICT upon demand for the cost thereof.

f) In the event that CONTRACTOR subcontracts any portion of CONTRACTOR's duties, CONTRACTOR shall require any such sub-

CONTRACTOR 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-CONTRACTOR's part of work which shall in no event be less than \$500,000 per occurrence.

**MISCELLANEOUS**

1. **FINGERPRINTING REQUIREMENTS.** Education Code Section 45125.1 states that if employees of any CONTRACTOR 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 CONTRACTOR, CONTRACTOR 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 CONTRACTOR'S SERVICES ( will/ will not) result in contact with under age pupils. If contact will be made CONTRACTOR will obtain fingerprinting clearance for all employees before SERVICES can begin and CONTRACTOR 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: James Grivich, Interim VP Admin Serv

TO CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Attention: \_\_\_\_\_

3. LEGAL STATUS. CONTRACTOR, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that CONTRACTOR and all of CONTRACTOR'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. CONTRACTOR assumes the full responsibility for the acts and/or omissions of CONTRACTOR's employees or agents as they relate to the SERVICES to be provided under this AGREEMENT. CONTRACTOR 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 CONTRACTOR's employees.

Under the provisions of the Internal Revenue Services and Franchise Tax Board regulations, the DISTRICT is required to obtain the CONTRACTOR'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 CONTRACTOR'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 CONTRACTOR                      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 CONTRACTOR.

4. Records of the CONTRACTOR's direct personnel hours and expenses pertaining to any additional services provided by the CONTRACTOR, which are in addition to those SERVICES already required by this AGREEMENT, and any records of accounts between the DISTRICT and CONTRACTOR 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 CONTRACTOR or CONTRACTOR's sub-CONTRACTORS in accordance with this AGREEMENT, shall be and remain the property of the DISTRICT (hereinafter "PROPERTY"). The DISTRICT may provide the CONTRACTOR with a written request for the return of its PROPERTY at any time. Upon CONTRACTOR's receipt of the DISTRICT's written request, CONTRACTOR 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 CONTRACTOR, 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. CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR.

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, CONTRACTOR 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.

CONTRACTOR:

COMPTON COMMUNITY COLLEGE DISTRICT

By: \_\_\_\_\_

By: \_\_\_\_\_

James Grivich, Interim VP Admin Serv

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Date Approved

By Board, if Required March 17, 2020

**EXHIBIT “A”**  
**CONTRACTOR’S PROPOSAL TO RFQ-CCC-061**

**EXHIBIT “B”  
DISTRICT’S RFQ-CCC-061**

# AGREEMENT PROCESSING LOG

NAME: \_\_\_\_\_

STATUS OF AGREEMENT  
MARK X IF INFORMATION HAS BEEN  
COMPLETED.

- WILL OR WILL NOT WORK WITH UNDER AGE PUPILS.
- PHONE NUMBER OR ADDRESS
- CONFIRM TAX STATUS/CHECK SS# (CHECK BOX)
- CONTRACTOR SIGNATURE AND/OR CCCD SIGNATURES
- OTHER: \_\_\_\_\_
- EXHIBIT A – SCOPE OF WORK & RESUME
- EXHIBIT B -
- AFFIRMATIVE ACTION STATUS CODE FORM
- W-9 FORM
- 1099



**COMPTON COMMUNITY COLLEGE DISTRICT**  
**1111 East Artesia Boulevard**  
**Compton, CA 90221**

**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 El Camino College Purchasing 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.

**COMPTON COMMUNITY COLLEGE DISTRICT 1111 East Artesia  
Boulevard  
Compton, CA 90221**

## **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.

## Request for Taxpayer Identification Number and Certification

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

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is 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.

Social security number								
or								
Employer identification number								

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### 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,