

**COMPTON COMMUNITY COLLEGE DISTRICT  
BUSINESS SERVICES, ROOM C34  
1111 E. ARTESIA BLVD.  
COMPTON, CA 90221**

**PROJECT: PROP 39 VOC TECH BUILDING LIGHTING UPGRADE**

**BID # CCC-023**

**Table of Contents**

**Bidding and Contract Documents**

	<u><i>Page(s)</i></u>
Table of Contents.....	2
Notice Calling for Bids.....	3
Information for Bidders .....	4-8
Scope of Work & General Conditions.....	9-11
Bid Proposal Form.....	12
Designation of Subcontractors Form .....	13
Bid Response Questionnaire .....	14
Non-collusion Affidavit.....	15
Bid Bond.....	16-17
Workers' Compensation Certificate.....	18
Affirmative Action Form .....	19-20
“No Bid” Response Form .....	21
Payment Bond.....	22-24
Campus Map.....	25
Exhibit A: Lighting Upgrade – Legend, Lutron spreadsheet and Fixture specs (13 pages)	
Exhibit B: Spring Class Schedule and Floor Plans for Vocational Tech Bldg (29 pages)	
Exhibit C: Sample Contract/Agreement (15 pages)	
-----	
<b>Forms to be completed or furnished by successful bidder only:</b>	
<b>Agreement</b>	
<b>Workers' Compensation Certificate</b>	
<b>Payment Bond</b>	
<b>Performance Bond</b>	
<b>Certificate of insurance (provided by insurance company)</b>	
<b>(Required within ten (10) days after award)</b>	
<b>Any other documents or proof requested in the bid documents</b>	

## NOTICE CALLING FOR BIDS

**DISTRICT:** COMPTON COMMUNITY COLLEGE DISTRICT

**PROJECT DESCRIPTION:** BID# CCC-023: PROP 39 VOC TECH BUILDING LIGHTING UPGRADE

**LICENSE REQUIREMENT:** C10 or B License

**MANDATORY JOB WALK:** FEBRUARY 23, 2015 @ 9:00 AM

**LAST DATE/TIME FOR SUBMITTAL OF BID PROPOSAL:** MARCH 6, 2015 @ 4:00 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 lights in the Vocational Technology building on campus generally described as **Bid #CCC-023: Prop 39 Voc Tech Building 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. Bidder must acknowledge all addenda.
- 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. All Contractors and their subcontractor(s) must be registered with the Department of Industrial Relations per SB 854; and submit proof of registration to District prior to award.
- 5.** The Special Trustee will consider the bid at the first meeting subsequent thereof.

---

### Daily Breeze

**Publish: Friday, February 13, 2015 and Friday, February 20, 2015**

# 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.

**1. Documents Accompanying Bid Proposal; Signatures.** The Bid Proposal must be submitted with: Bid Proposal Form, Designation of Subcontractors Form, Bid Response Questionnaire, the Non-Collusion Affidavit and Bid Bond. All documents 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 via email to Linda Owens, [lowens@elcamino.edu](mailto:lowens@elcamino.edu) for an interpretation or correction thereof may be submitted to the District. Bidders are solely responsible for submitting to such request not less than five (5) 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.

**Work.** All work will be done during times that will allow no disruption to the campus. The District will work with the contractor as much as possible. Contractor hours may include nights and weekends. A class schedule and floor plans are included in Exhibit B to assist the contractor in scheduling – documents are for reference only. The District is not responsible for any discrepancies between class schedules and floor plans. However, all bids must include overtime. The District will not allow any change orders for overtime or premium in their bids.

**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 via email to all Bidders who have attended the mandatory jobwalk and 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. All Contractors and their subcontractor(s) must be registered with the Department of Industrial Relations per SB 854; and submit proof of registration to District prior to award.

- 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 at least seven (7) calendar days prior to award of contract and give the date, time and place of the Board of Trustees meeting to consider award of the Contract. See sample contract in Exhibit C.

**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 Special Trustee 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 to maximize incentives and funding.

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 the Vocational Technology Building. 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 Vocational Technology Building; and install control products and systems to achieve greater savings with the latest Lutron controls available.

## **Vocational Technology Building Lighting Upgrade**

- i. **Provide new LED lighting systems for all lighting fixtures in the interior systems. Install the lighting scope of work using Lutron controls and FSC technology to maximize energy savings for the campus. Please consult with FSC Lighting for the product details prior to bidding the project. No equals allowed for the approved design of this building. See Light Fixture Legend in Exhibit A.**
  - ii. **Install 127 Lutron motion sensors with Pico dimmer controls, switch plates as needed and power packs for operation. Sensors are to be placed in position to the Lutron spec for this project. No equals allowed. Lutron designed the sensor scope of work to control the FSC LED products room by room per Lutron spreadsheet in Exhibit A.**
  - iii. **Work to be completed around school class schedule to minimize student disruption and may include weekend work. See Exhibit B.**
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. **Liquidated Damages:** Contractor shall be assessed the sum of Five Hundred Dollars (\$ 500.00) per calendar day as liquidated damages for each and every day the work required under this Contract remains unfinished past the time for completion, as set forth in the Agreement, and any extensions of time granted by the District to the Contractor under the terms of the Contract Documents and pursuant to Section 53069.85 of the Government Code. For purposes of this Article, the work shall be considered "complete" in accordance with the provisions, "COMPLETION", except that the work may be considered complete without formal acceptance by the Governing Board so long as the board, at its next regularly scheduled meeting, accepts the work.
  - B. Contractor shall not be charged for liquidated damages, as set forth above, because of any delays in completion of work which are not the fault or negligence of Contractor, including but not restricted to: acts of God, acts of public enemy, acts of Government, fires, floods, epidemics and quarantine restrictions. Contractor shall, within ten (10) calendar days of beginning of any such delay (unless District grants in writing a further period of time to file such notice prior to date of final settlement of the Contract), notify District in writing of causes of delay; thereupon District shall ascertain the facts and extent of delay and grant extension of time for completing work when, in its judgment, the findings of fact justify such an extension. The District's finding of fact thereon shall be final and conclusive on the parties hereto. Extensions of time shall apply only to that portion of work affected by delay, and shall not apply to other portions of work not so affected.

8. **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](mailto:lowens@elcamino.edu).
9. **Mandatory Job Walk:** **Monday, February 23, 2015 @ 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.
10. **Bid Questions and Addenda:** The last day for bidder questions and clarifications are due **Monday, March 2, 2015 before 10:00AM** via email to Linda Owens, [lowens@elcamino.edu](mailto:lowens@elcamino.edu). Any addenda will be issued via email by Monday, March 2, 2015 before 7PM.
11. **Sealed Bid Due Date:** **Friday, March 6, 2015 @ 4:00PM**, 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 FORM**

**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))

**Bid # CCC-023: Prop 39 Voc Tech Building Lighting Upgrade:**

**Bid Amount \$** \_\_\_\_\_

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-023: Prop 39 Voc Tech Building Lighting Upgrade

**By:** \_\_\_\_\_  
(Signature)

(Corporate Seal)

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

**Title:** \_\_\_\_\_

**DESIGNATION OF SUBCONTRACTORS FORM**

**Bidder:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**FAX:** \_\_\_\_\_

**E-Mail:** \_\_\_\_\_

**Bidder's Authorized Representative(s):** \_\_\_\_\_

**Bid Package No. & Project Name: Bid # CCC-023: Prop 39 Voc Tech Building Lighting Upgrade**

NAME OF SUBCONTRACTOR	BUSINESS LOCATION/ ADDRESS OF SUBCONTRACTOR	TRADE OR PORTION OF THE WORK
Lic #:            Lic Type:		
Lic #:            Lic Type:		
Lic #:            Lic Type:		
Lic #:            Lic Type:		
Lic #:            Lic Type:		
Lic #:            Lic Type:		
Lic #:            Lic Type:		
Lic #:            Lic Type:		
Lic #:            Lic Type:		

**PHOTOCOPY THE ABOVE PAGE / TABLE AS NECESSARY TO LIST ADDITIONAL SUBCONTRACTORS**

**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 \_\_\_\_\_

**BID BOND**

**KNOW ALL MEN BY THESE PRESENTS** that we, \_\_\_\_\_, as Surety and \_\_\_\_\_, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto **COMPTON COMMUNITY COLLEGE DISTRICT**, hereinafter "the Oblige," for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

**THE CONDITION OF THIS OBLIGATION IS SUCH THAT:**

**WHEREAS**, the Principal has submitted the accompanying Bid Proposal to the Oblige for the Work commonly described as the **Bid # CCC-023: Prop 39 Voc Tech Building Lighting Upgrade**

**WHEREAS**, subject to the terms of this Bond, the Surety is firmly bound unto the Oblige in the penal sum of TEN PERCENT (10%) of the maximum amount of the Bid Proposal submitted by the Principal to the Oblige, as set forth above.

**NOW THEREFORE**, if the Principal shall not withdraw said Bid Proposal within the period specified therein after the opening of the same, or, if no period be specified, for NINETY (90) DAYS after opening of said Bid Proposal; and if the Principal is awarded the Contract, and shall within the period specified therefore, or if no period be specified, within FIVE (5) DAYS after the prescribed forms are presented to him for signature, enter into a written contract with the Oblige, in accordance with the Bid Proposal as accepted and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Bid Proposal within the period specified for the holding open of the Bid Proposal or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Oblige the difference between the amount specified in said Bid Proposal and the amount for which the Oblige may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Oblige in again calling for Bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Call for Bids, the Work to be performed thereunder, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

In the event suit or other proceeding is brought upon this Bond by the Oblige, the Surety shall pay to the Oblige all costs, expenses and fees incurred by the Oblige in connection therewith, including without limitation, attorneys fees.



**IN WITNESS WHEREOF**, the Principal and Surety have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by their duly authorized agents or representatives.

(Principal's Corporate Seal)

\_\_\_\_\_  
(Principal Name)

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

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

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

(Surety's Corporate Seal)

\_\_\_\_\_  
(Surety Name)

By: \_\_\_\_\_  
(Signature of Attorney-in-Fact for Surety)

(Attach Attorney-in-Fact Certificate)

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

(        ) \_\_\_\_\_  
(Area Code and Telephone Number of Surety)

**Bid Bond, page 2**

# 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-023: Prop 39 Voc Tech Building 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 ( \_\_\_\_\_ ) \_\_\_\_\_

**PAYMENT BOND (CALIFORNIA PUBLIC WORK)**  
**Required Action By Contractor – Posting of the Payment Bond:**

Contractor shall post at the jobsite a complete copy of the actual payment bond issued. The copy of the payment bond shall be posted outside, but protected from the elements, so that all the information contained in the payment bond issued shall be legible and available to all those persons who the law permits to make a claim against said bond.

**KNOW ALL MEN BY THESE PRESENTS:**

THAT WHEREAS, Compton Community College District (sometimes referred to hereinafter as “Obligee”) has awarded to \_\_\_\_\_ (hereinafter designated as the “CONTRACTOR”), an agreement for the work described as follows: **Prop 39 Voc Tech Building Lighting Upgrade** (hereinafter referred to as the “Public Work”); and

WHEREAS, said CONTRACTOR is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code section 3247, and/or other applicable laws;

NOW, THEREFORE, We, \_\_\_\_\_, the undersigned CONTRACTOR, as Principal; and \_\_\_\_\_, a corporation organized and existing under the laws of the State of, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto Compton Community College District, and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code section 3181, or any person, company, or corporation entitled to make a claim on this bond, in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code section 3181; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys’ fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code sections 3247 et. seq., and/or other applicable laws.

This bond shall inure to the benefit of any person named in Civil Code section 3181 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefore; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the DISTRICT and the CONTRACTOR or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code sections 3110 and 3112, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

PRINCIPAL/CONTRACTOR:

\_\_\_\_\_

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

SURETY:

\_\_\_\_\_

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

Attorney-in-Fact

**Payment Bond, page 2**

**IMPORTANT: THIS IS A REQUIRED FORM AND MAY NOT BE ALTERED OR CHANGED**

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

Any claims under this bond may be addressed to:

(Name and Address of Surety)

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

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

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

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

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

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for said State, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed within the instrument as the Attorney-in-Fact of the \_\_\_\_\_ (Surety) and acknowledged to me that he subscribed the name of the \_\_\_\_\_ (Surety) thereto and his own name as Attorney-in-Fact.

\_\_\_\_\_  
Notary Public in and for said State

(SEAL)

Commission expires: \_\_\_\_\_

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

**THIS FORM IS MANDATORY AND NO CHANGE, MODIFICATION AND/OR ALTERATION THEREOF WILL BE ACCEPTED BY THE OWNER.**

**Payment Bond, page 3**



# Campus Map

