# REQUEST FOR PROPOSAL – PROJECTS $0 to $220,000

**1.0 NOTICE TO PROPOSERS**

**2.0 INSTRUCTIONS TO PROPOSERS**

**3.0 PROPOSAL**

**4.0 BID BOND**

**5.0 GENERAL CONDITIONS OF THE AGREEMENT**

**6.0 PROJECT SCOPE**

**PROJECT:** **Kern Community College District**
**Weill Institute SMSR 2022-23 Repaint Building Exterior**
**2100 Chester Ave, Bakersfield, CA 93301**

# KERN COMMUNITY COLLEGE DISTRICT

## 1.0 NOTICE TO PROPOSERS
## Request for Proposal

**DATE:** 10/26/2026

**TO:** Qualified Proposers

**FROM:** Omar Flores
Kern Community College District
2100 Chester Ave.
Bakersfield, CA 93301

**PROJECT:** **Weill Institute SMSR 2022-23 Repaint Building Exterior**

**PROJECT DESCRIPTION:** This project will include but is not limited to providing all labor, materials, equipment, and supervision necessary to pressure wash, prepare, repair, seal, prime, and paint designated exterior building surfaces, including metal columns, wood guardrails, stucco, brick, concrete, CMU walls, light poles, generator enclosure and gates, monument signs, and second-floor siding on the south side only. All work shall be completed using approved materials and manufacturer-recommended preparation and application procedures to ensure proper adhesion, coverage, and durability. The Contractor shall protect adjacent surfaces and landscaping from damage or overspray and provide complete cleanup upon completion of the work.

**PROPOSAL DATE/TIME:** **November 19, 2026 @2:00pm**

**PROPOSAL LOCATION:** Kern Community College District
2100 Chester Ave. Facilities Department 2nd Floor
Bakersfield, CA 93301
Attn: Omar Flores

**BID SECURITY BOND:** Required 10% Bid Bond if proposal is $45,000 or over.

**PERFORMANCE AND PAYMENT BOND:** Required if proposal is $25,000 or over.

**PREVAILING WAGE PROJECT:** Yes

**CLSB LICENSE: C-33**

**CONTRACT DOCUMENTS AND SPECIFICATIONS MAY BE OBTAINED AT ADDRESS BELOW:**
**See contact person**

**CONTACT PERSON:** Name: Omar Flores
Phone: (559) 310-9274
E-mail: omar.flores@kccd.edu

**MANDATORY SITE VISIT:** **November 6, 2026 @10:00am**
2100 Chester Ave. Facilities Department 1st Floor Lobby
Bakersfield, CA 93301

## 2.0 INSTRUCTIONS TO PROPOSER

PART 1 - GENERAL

A. SECURING DOCUMENTS:

1. Contractors obtaining these plans and project manual for the purpose of submitting proposals for this work shall notify the District of their intentions, together with mailing address and telephone number, so they may be fully advised of any addenda to the construction documents being figured, or of any corrections, additions or omissions. Failure to so notify the District will make the contractor liable for the inclusion of all information according to the addenda in this contract, whether received or not.
2. Construction documents will not be issued to contractors who are not licensed to do business in the State of California, and the District will not consider or accept any proposal or proposals from such contractors.
3. Proposers shall have a generally recognized record for satisfactory execution of contracts of a similar size and character.

B. EXAMINATION OF PROPOSAL DOCUMENTS:

1. Each proposer shall examine the proposal documents carefully prior to date for receipt for proposals, shall make written request for interpretation and/or correction of any ambiguity, inconsistency or error therein which he may discover.
   Any interpretation and/or correction will be issued as an Addendum. Only a written interpretation and/or correction by Addenda shall be binding. No proposer shall rely upon any interpretation and/or correction given by any other method.
2. By submitting a proposal, the proposer implies that he has thoroughly investigated and is satisfied as to the character quality and quantities of work to be performed and materials to be furnished, and as to all the stipulations and requirements of the Contract and construction documents.

3. The Proposer shall diligently investigate existing conditions to ascertain work required and include all necessary cutting and patching and refinishing in his proposal. He shall provide for and exercise every precaution to protect the existing facilities against dust, dirt, water, trash, interruption of personnel activities, etc., due to operations under this Contract.
4. The District will not be responsible for any omissions, errors, etc., which may result from the Contractor's procurement of incomplete documents. It shall be the Contractor's responsibility to review and ascertain all of the required work, materials, etc., to be provided by him in performing all work as required and/or called for by the Contract Documents.

C. INTERPRETATION OF DOCUMENTS:

Should a proposer find discrepancies in, and/or omissions from the drawings and specifications, and/or should he be in doubt as to their meaning, he shall at once notify the District and should it be found necessary, a written addendum or clarification will be sent to all Proposers. The District will not be responsible for oral instructions.

1. Questions during proposals shall be submitted in writing to District's designated office. Fax copies will be accepted.
2. No questions will be answered two (2) working days prior to proposal opening.
3. E-mail questions will be accepted.

D. PROPOSALS:

Proposals to receive consideration shall be made in accordance with the following instructions:

1. Proposals shall be made upon the proposal forms, properly executed and with all items filled out; numbers shall be stated both in writing and in figures. The complete proposal form shall be without alterations to content, form, and scope project; and the signatures of all persons signing shall be in longhand and original wet signatures.
2. Alternate proposals will not be considered unless called for. No oral, telegraphic or telephonic proposals or modifications will be considered.
3. Before submitting proposals for this work, including RFP's, each proposer will be held to have examined the project premises and satisfied himself as to the existing conditions under which he will be obliged to operate, and that no changes will be made subsequently in this connection or in behalf of the Contractor for any error or negligence on his part, and he shall include in the proposal a sum to cover the cost of all items included in the contract and/or subsequent RFP's. No additional cost will be considered for price increases of any materials, labors, methods and/or procedures. The Contractor shall make allowances for any and all price changes occurring during this project from proposal through final completion and project acceptance by District.
4. Proposals will be delivered to the District at locations and time noted on "Bid Proposal" on or before the day and hour set for the opening of proposals. Proposal forms shall be enclosed in a **SEALED ENVELOPE**, and bear the title of work and the name of the proposer. It is the sole responsibility of the proposer to see that his proposal is received in proper time and location. Any proposal received after the schedule closing time for receipt of proposals will be returned to the proposer unopened.
5. Each proposer shall include with Proposal a Non-Collusion Affidavit, Prevailing Wage Compliance Certificate, required bond documents, and Certification of Workmen's Compensation to be executed by proposer and submitted with proposal. Form is included in "Bid Proposal" section. Form shall be fully executed and included with Proposal.
6. General Information:
   a. The District reserves the right to reject any or all proposals and/or waive any irregularities or informalities in any proposals and/or in the proposals process.
   b. The District has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute this Contract. These rates are available on the Internet at the following address: www.dir.ca.gov/DLSR/statistics_research.html. Copies may be downloaded by the Contractor.

c. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work shall be at least time and one half.

d. It shall be mandatory upon the Contractor to whom the Contract is awarded (Contractor), and upon any subcontractor under him, to pay not less than the specified rates to all workers employed by them in the execution of the Contract. It is Contractor's responsibility to determine any rate change which may have or will occur during the intervening period between each issuance of written rates by the Director of Industrial Relations.

e. If awarded, proposal will be awarded to the lowest qualified proposal.

E. WITHDRAWAL OF PROPOSAL:
Proposals may be withdrawn by the Proposer prior to, but not later than, the time fixed for opening of proposals.

F. CORPORATION AS PROPOSER:
In case a proposal is submitted by a corporation, it shall be signed in the name of such corporation by a dully authorized officer or agent thereof.

G. SALES TAXES:
Sales taxes and any or all taxes and any other City, County, State, or Federal, except property taxes shall be included in the proposal. All proposals shall include all license fees, permit fees, and other fees to complete this project. See herein for permits, inspections, and assessments required for this project.

H. ADHERENCE:

No proposal will be considered that does not strictly adhere to all requirements of these instructions to Proposers.

I. PROPOSALS TO BE ACCEPTED BY DISTRICT:
The successful contractor shall be determined by the lowest total aggregate proposal of any or all proposals accepted by the District. The District reserves the right to select the proposals and/or aggregate of proposals it deems advantageous to the District.

J. AWARD OR REJECTION OF PROPOSALS:
The contract shall be awarded to the responsible proposer complying with these instructions. The District reserves the right to reject any and all proposals and to waive any informality or irregularity in proposals received. The award, if made, will be made within sixty (60) calendar days after the opening of the proposals.

K. EXAMINATION OF SITE:
The Proposer shall carefully examine the site of the contemplated work prior to submitting a proposal and shall have satisfied himself as to the existing conditions and the conditions under which he will be obligated to operate, and/or that will in any manner affect the work under the contract. No allowance will be made subsequently in this connection for items that could be reasonably be inferred to be required to complete project scope from a careful examination of site of the contemplated work.

L. ADDENDA AND BULLETINS:
Any addenda or bulletin items issued during the time of proposals shall be an integral part of the Contract Documents used by the Proposer for the preparation of his proposal, all items of addenda and/or bulletins shall be included in the Proposal and shall be made part of the Contract. Delivery of any Addenda or Bulletin in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, delivery by mail to the last known business address of the Contractor, or fax transmittal with telephone confirmation of complete receipt and or email will be

considered to be proper service of said documents.

M. PERMITS, INSPECTIONS AND ASSESSMENTS, ETC.:
No building permits required for this project.
List of fees/assessments:
1. None.

N. FORMAL PROTEST OF PROPOSAL:
Any proposer submitting a proposal to the District or a third party may file a protest against District awarding contract on this project provided that protestor meet all of the following requirements:
1. Protest shall be submitted in writing and received on or before 72 hours after proposal opening time. Protest received after that shall not be recognized.
2. Protest of any proposals shall be filed and received by the Chief Financial Officer, Tom Burke, of the District by certified mail or by personal delivery during normal working hours, for administrative appeal.
3. Protest Submittal shall contain the following:
   a. The written proposal protest sets forth, in detail, all grounds for the proposal protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the proposal protest; any matters not set forth in written proposal protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence.
   b. Name, address, phone number of person(s), company and/or organization that is making protest and name of project protest is for.
4. Any proposal protest not conforming to the foregoing shall be rejected by the Owner as invalid. Provided that a proposal protest is filed in conformity with the foregoing, the Owner's Chief Financial Officer or such individual(s) as may be designated by the Chief Financial Officer, in his discretion, shall review and evaluate the basis of the proposal protest, and shall provide a written decision to the proposer submitting the proposal protest concurring with or denying the proposal protest. The written decision of the Chief Financial Officer shall be considered an administration appeal.
5. The protest decision by the Chief Financial Officer may be appealed to the Board of Trustees as a judicial appeal. This request must be filed with the Chief Financial Officer within 72 hours of receipt of the written decision of the Chief Financial Officer. Said appeal shall be accompanied with reason for appeal. The judicial appeal will be calendared within 31 days or less of receipt. The final decision of the Board of Trustees is not subject to arbitration, mediation or reconsideration/appeal.

O. STARTING WORK:
All documents shall be submitted and approved prior to starting work. Failure to provide complete information prior to days indicated shall be considered non-responsive, bid bond will be forfeited, and Contractor shall be declared in default.
1. All insurance certificates - 10 days- Following award
2. Proof of Contractor's/Subcontractor's license - 10 days -Following award
3. Start work 5 days from notice to proceed and/or purchase order

PART 2 - PERFORMANCE OF WORK UNDER CONTRACT

A. SUPERVISION:
The General Contractor and all subcontractors engaged by general contractor will be required to designate one responsible on-site person with authority to receive directions and issue instructions for the orderly prosecution of the work.

B BUILDING CODE REQUIREMENTS:
1. All work performed under this Contract shall conform to the applicable portions and editions of the following current codes:

a. California Building Code--CCR, T24 Parts 1-9.
b. Public Health Code of the California State Department of Public Health and Local Health Department.
c. California Occupational Safety and Health Act (CAL/OSHA).
d. Rules and regulations of the State and Local Fire Marshals.
e. Safety Orders of the Industrial Accident Commission, State of California.
f. National Electric Code.
g. Uniform Plumbing Code.
h. All laws governing the employment of labor, posting of minimum wage rates, and accident prevention.
i. American Disability Act, Federal law.

2. Requirements of enforcing authorities may supersede requirements of the above laws and regulations, and nothing in the Contract Documents shall be construed to permit work not conforming to applicable codes.
3. All of the above laws and regulations are as much a part of this contract as if they were incorporated in their entirety herein.

C. BID AND PAYMENT BOND:

General Contractor shall take out and maintain Bid and Labor/Payment bonds as indicated herein. The Bond requirement will vary based on the project proposal. The following criteria will determine Bond Requirements.

1. Bid Bond. Proposals shall be accompanied with a Bid security 10% of project amount for all contacts $45,000 or more.
2. Payment and Performance Bond. 100% of contract amount for all contracts $25,000 or more.

D. INSURANCE REQUIREMENTS:

1. Evidence of Insurance: Before the work is started, the Contractor shall forward to the District Certificates of Insurance and all the Contractual Liability coverage called for in the Contract Documents is in force, and specifically covers this particular Contract with the Owner, including the hold harmless requirements. In addition, the Certificates shall contain the following:
    1) "No cancellation of this policy or endorsement of same shall be effective until; until the thirtieth (30th) day following the receipt of notice of such cancellation of the policy or endorsements by the Owner."
    2) Certificates of Insurance shall contain transcripts from the policies authenticated by the proper office of the Insurer, evidencing in particular those insured, the extent of the insurance, the location of and the operations to which the insurance applies, the expiration date and the thirty (30) day NOTICE OF CANCELLATION CLAUSE.
    3) Acceptance of the Certificates of Insurance shall not relieve or decrease the liability of the Contractor.
    4) In the absence of contrary written instructions from the District, the Contractor at the Contractor's expense, shall obtain and maintain insurance at all times during the prosecution of the Contract, in companies and through agencies approved by the District, and with limits not less than those stated hereinafter.
    5) The Contractor shall not commence work under this Contract until he has obtained and paid for all insurance required herein and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on his Subcontract until such insurance required of the Subcontractor has been so obtained and approved.
2. Provide the following items with evidence of insurance for all insurance policies for this project: The insurance required must be written by a Best Key Rating Guide "A" or better rated carrier admitted to write insurance in the state where the work is located at the time the

policy is issued.

3. Indemnification
   a. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the District and the Consultants and their employees from and against all claims, damages, losses and expenses, including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss of expense is attributable to bodily injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from but only to the extent caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
   b. In any and all claims against the District or the Consultants, or any of their employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or by any Subcontractor under workers compensation acts, disability benefit acts or other employee benefit acts.
   c. The obligations of the Contractor under this Paragraph shall not extend to the liability of the consultants or any of their agents or employees arising out of 1) The preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or, 2) the giving of or the failure to give directions or instructions by the consultants or any of their agents or employees, provided such giving or failure to give is the primary cause of the injury or damage.
   d. The Contractor to name the District, the consultants, its agents and employees as additional insured on the Contractor's policy or policies of comprehensive general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and non-contributing with any insurance maintained by consultants, or its agents and employees, and shall provide that the Consultant be given thirty days, unqualified written notice prior to any cancellation thereof.

4. Worker's Compensation Insurance

   Contractor shall provide, during the term of this Contract, Worker's Compensation Insurance for all of his employees engaged in Work under this Contract, on or at the site of the project, and in case any of his work is sublet, Contractor shall require the Subcontractor to provide Worker's Compensation Insurance for all of his employees. Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the site of the project, is not protected under the Worker's Compensation laws, Contractor shall provide or cause a Subcontractor to provide, adequate insurance coverage for the protection of those employees not otherwise protected. Contractor shall file, with the Owner, certificates of insurance.

   a) The Worker's Compensation Insurance shall be written by a company California admitted in the State of California, and shall be written for not less than the following, as established by the Owner, or greater if required by law.
   b) Provide employer's liability endorsements:
      1) State workers' compensation statutory benefits - policy limits of not less than $1,000,000.00.
      2) Employer's Liability - policy limits of not less than $1,000,000.00.

5. Comprehensive General Liability Insurance

   Commercial General Liability Insurance in Contractor's name, with personal injury limits indicated herein for combined Single Limit per occurrence coverage and annual aggregate. The policy is to be on a Comprehensive General Liability form and must include Contractual Liability endorsed to specifically cover an Indemnity Agreement contained in the Contract.

The Comprehensive General Liability coverage may be provided on an "occurrence" form or a "claims made" basis. If the coverage is on a "claims made" basis, the policy shall provide for a non-cancelable 5 year extended reporting period.

a) The Contractor shall carry such public liability and property damage insurance that will protect the Contractor, Owner, Architect and Engineers from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract whether such operations be by the Contractor or by any Subcontractor or anyone directly or indirectly employed by either party. The limits of coverage shall be as stated herein.

b) In the event that any suits, actions, or claims are brought against the Owner, Architect, and/or Architect's Consultants, money equal to the "claim amount may be withheld from payments due the Contractor under and by virtue of this contract as may be considered necessary by the Owner for such purpose. Money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that adequate public liability and property damage insurance has been obtained.

c) The policy shall include coverage for the following:
   1) Premises - operations
   2) Contractual liability
   3) Products
   4) Completed operations
   5) Broad form PD and including X, C and U coverage
   6) Personal injury
   7) Owners, contractors protective

6. Automobile Liability Insurance: Automobile Liability Insurance with an Employer's Non-Ownership Liability Endorsement in the Contractor's name. Limits of liability shall not be less than amount indicated herein for Combined Single Limit per occurrence. Provide CSL, BI and PD coverage for owned, non-owned and hired autos.
   a) Provide owned, non-owned and hired automobile insurance endorsement.
7. Insurance Schedule
   a) Worker's Compensation Insurance per State of California policy limits of not less than $1,000,000.00.
      1) Employer's Liability Endorsement $1,000,000 min.
   b) Comprehensive General Liability:
      1) Combined single limits for bodily injury and property damage:
         $1,000,000 - Each Occurrence
         $1,000,000 - Annual Aggregate
      2) Personal Injury, with Employment Exclusion deleted.
      3) Include coverage of the following:
         i) Premises - operations
         ii) Contractual liability
         iii) Products
         iv) Completed operations
         v) Broad form PD and including X, C and U coverage
         vi) Personal injury
         vii) Owners, contractors protective

E. ASBESTOS-CONTAINING PRODUCTS:
1. Contractor agrees that asbestos-containing products or materials will not be used or substituted in performing work under the Agreement.
2. At the completion of work under this Agreement, Contractor will certify in writing to the Owner that, to the best of Contractor's knowledge, no asbestos-containing products or materials were used or substituted in performing work under the Agreement.

F. PCB-CONTAINING PRODUCTS & LEAD PLUMBING ITEMS:
1. Contractor agrees that lead plumbing domestic water items, asbestos, PCB, -containing

products or materials will not be used or substituted in performing work under the Agreement.

2. At the completion of work under this Agreement, Contractor will certify in writing to the Owner that, to the best of Contractor's knowledge, no lead plumbing domestic water items, asbestos/PCB-containing products or materials were used or substituted in performing work under the Agreement.

G. PREVAILING WAGE RATES AND APPRENTICESHIP REQUIREMENTS – All proposals that exceed $1,000 shall be prevailing wage.

1. Wages and Employer Payments:
   a) The general prevailing wage rates and employer payments for Health and Welfare, Pension, Vacation and similar purposes in the county in which the work is to be done shall be in accordance with the Labor Code of the State of California, Section 1770, et seq.
   b) Copies of all collective bargaining agreements relating to the work as set forth in the aforementioned Labor Code are on file and are available for inspection in the Office of the Division of Labor Statistics and Research of the Department of Industrial Relations.
   c) Employer payments as defined in Section 1773.1 of the Labor Code are to be paid in accordance with the terms of the collective bargaining agreement applicable to the type of classification of the workmen employed on the project and shall be the prevailing wage rate of the county in which the work is to be performed. Overtime shall be paid for the hours worked in excess of the working day and for time worked on Saturdays, Sundays and the seven (7) holidays which are to-wit:

      New Year's Day, Memorial Day, July Fourth,
      Labor Day, Veteran's Day, Thanksgiving Day
      and Christmas.

      The Contractor and any subcontractor under him shall comply with the requirements of Sections 1773.3, 1777.5, 1776 and 1777.6 in the employment of apprentices.
      1) The predetermined (double asterisk) changes are no longer a part of the general prevailing rates of per diem wages. The rates at the time of the proposal advertisement date of a project will remain in effect for the life of project.
      2) The definition of prevailing rate states that when there is no single rate paid to a majority of workers, then the prevailing rate is a weighted average.
   d) Not less than the general prevailing wage rate for each classification of work State or Federal which is higher shall be paid by the general contractor and all subcontractors under him shall be paid to all laborers, worker and mechanics employed in the execution of such contract or subcontract there under, including rates for overtime and general holidays in the locality in which the work is to be performed.
   e) The Contractor and all subcontractors under him shall make travel and subsistence payments to each workman needed to execute all the work as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Section 1773.8 of the Labor Code.
2. Eight Hour Day: Contractor shall not permit any person employed by him to work overtime other than pursuant to express provisions of Section 1810 of the California Labor Code.
3. Records of Hours Worked and Citizenship: The Contractor shall maintain records of the hours worked by his employees and their citizenship and they shall be open at all times for inspection by the County, Client and/or the Division of Labor Statistics and Law Enforcement, in accordance with Sections 1814 and 1552 of the California Labor Code.
   a) The General Contractor shall maintain all certified payroll documents at their office. Copies shall be provided to anyone who provides a request and Owner approves that request. Contractor shall provide copies within ten (10) days of approved

request. Contractor shall provide copies, shipping cost, and all other related cost to provide this information at no cost to Owner. Contractor shall maintain certified payroll documents for seven (7) years after Notice of Completion.

4. Penalties: The Contractor shall forfeit as a penalty to said Owner, Fifty Dollars ($50.00) for each laborer, workman or mechanic paid less than the above stipulated rates for any work under this Contract by him or any Subcontractor under him.
5. Enforcement and Verification off Requirements:
   a) The records by the Contractor may be checked periodically by an independent enforcement agency to verify compliance with the labor codes and related items.
   b) Jobsite interviews may be conducted periodically throughout the duration of the project. The Contractor shall allow access to the project and access to workers during working hours to confirm prevailing wage rates and apprenticeship requirements are followed.
   c) Prior to executing the agreement the Contractor shall provide verification of enrollment in an apprenticeship program per Sections 1773.3, 1777.5, 1776 and 1777.6 within the last 12 months.
6. Miscellaneous: Request for exemption from prevailing wage requirements shall be made prior to proposals in time for the Architect to issue an addendum to communicate information to proposers. Request for exemption will not be accepted after above mentioned date.

H. Contractor License And DIR Registration Required.

To perform the work required for this project, Bidder must possess the type of contractor's license specified in the Notice to Contractors Calling for Bids, and must be registered with the Department of Industrial Relations (DIR) as a public works contractor. Contractor registration can be accomplished through the portal https://efiling.dir.ca.gov/PWCR/. No CONTRACTOR or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of § 4104 of the Public Contract Code, for a public works project (submitted on or after March 1, 2015) unless currently registered with the DIR and qualified to perform public work pursuant to Labor Code § 1725.5. No CONTRACTOR or subcontractor may be awarded a contract for public work on a public works project (awarded after April 1, 2015) unless registered with the DIR.

I. AWARD
District shall issue a purchase order, which shall be the notice to proceed. This will be issued only after receipt of required documents.

J. PRELIMINARY NOTICE:
Preliminary Notices must be filed with the Owner with a copy mailed to both the Consultants and the Contractor.

# 3.0 PROPOSAL

## Submit with Bid

## MUST BE IN A SEALED ENVELOPE

Proposals will be received at the Kern Community College District, 2100 Chester Ave, Facilities Department 1st Floor Lobby, Bakersfield, CA 93301 up to **November 19, 2026 @ 2:00pm**

Submitted to:
**Kern Community College District**
**Bakersfield, California**

Submitted by:
_____
Name of Firm

Having carefully examined the Proposal and Contract Documents and General Requirements, as well as the premises and the conditions affecting the work, including Addenda (a) No (s) _____, inclusive, the Undersigned proposes to furnish all material and labor called for by all documents for the "entire work", in accordance with said documents for the sum of:

**BASE AMOUNT**

_____$_____

**Alternate #1**

_____$_____

**Total Bid Amount**

**_____$_____**

The undersigned understands that the time required to complete the work is the essence of the Contract and agrees to commence the work within ten (10) calendar days of the Contract date. The undersigned further agrees that this proposal may not be withdrawn for a period of sixty (60) days after the date set for the opening thereof unless otherwise required by law.

The undersigned agrees, if awarded the Contract, to complete all work by **January 29, 2027**

The undersigned has checked carefully all the above figures and understands that the District will not be responsible for any errors or omissions on the part of the undersigned in making up this proposal.

The undersigned hereby certifies that this proposal is genuine and not sham or collusive or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other proposer to refrain form submitting a proposal, and that the undersigned has not in any manner sought by collusion to secure for himself any advantage over any other proposer.

**PREVAILING WAGE COMPLIANCE CERTIFICATION:**

In submitting this proposal, I hereby certify that I will conform to the State of California Public Works Contract Requirements regarding wages; benefits; on-site audits with 48-hour notice; payroll records; and, apprentice and trainee employment requirements.

| Contractor (type or print) | Contractor's signature | Date |
|---|---|---|

**CONTRACTOR'S CERTIFICATE REGARDING WORKER'S COMPENSATION:**

**Submit with Bid**

Labor Code Section 3700 provides:

"Every employer except the State and all political subdivision or institutions thereof, 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, 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 employees."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with those provisions before commencing the performance of the work of this
contract.

CONTRACTOR:

| By (type or print) | Title | Dated |
|---|---|---|

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, this certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

**Submit with Bid**

**NON-COLLUSION AFFIDAVIT:**

State of California )
) ss.
County of_____)

_____, being duly sworn, deposes and says:

That he or she is the _____(position) of _____(name of proposer), the party making the proposal; that the proposal is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from submitting a proposal; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, 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 proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any price breakdown, or their contents, or divulged relative information or data, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

_____
(Firm Name)

_____
(Printed Name - Authorized Agent)

_____
(Signature - Authorized Agent)

Subscribed and sworn to before me on _____, 20 _____.

_____
Notary Public

NOTARY SEAL

F. Attach additional sheets, as necessary.

| SUBCONTRACTOR'S NAME & LOCATION | DESCRIPTION OF PORTION TO BE SUBCONTRACTED | CALIFORNIA CONTRACTOR LICENSE NO. | DIR REGISTRATION NUMBER |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Firm Name:

By: _____
*[Signature must match that on bid]*

Print Name:

and by one of the authorized partners. If the proposer is a corporation, it should be signed by a person authorized to execute proposals on behalf of the corporation.

* * *

## 4.0 BID BOND

**Submit with Bid**

Be advised that we, _____

as Principal ("Principal") and _____
_____
a corporation duly licensed to transact business under the laws of the State of California as Surety ("Surety") are firmly bound to **KERN COMMUNITY COLLEGE DISTRICT** as Obligee ("Obligee") in the sum

of $_____ for the payment of which the Principal and the Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, by this Bond.

The Principal has submitted a proposal for _____
*(list project on Proposal)*

The condition of our obligation is this: if the Principal is awarded the contract upon its proposal, and shall, within the required number of days after the notice of award, execute a contract with the Obligee in accordance with the contract documents, submit the required payment and performance bonds, and provide all other required documents, then this obligation shall be null and void; but in the event that the Principal fails and/or refuses to execute and deliver those documents, this bond will be charged with the costs of the damages experienced by the Obligee as a result of that refusal, including but not limited to, publication costs, the difference in money between the amount of the bid of the Principal and the amount for which the Obligee may legally contract with another party to perform the work if the amount is in excess of the former; building lease or rental costs, transportation costs, professional service costs, and additional salary costs that result from the delay due to the Principal's default on the awarded contract. In no event, however, shall the Surety's liability exceed the penal sum indicated above.

The Surety, for value received, stipulates and agrees that its obligations and its bond shall not be impaired or affected by an extension of the time within which the Obligee may accept such bid; and Surety waives notice of any time extension.

Dated:

PRINCIPAL
By: _____

Title: _____

Dated:

SURETY
By: _____

Title: _____

# 5.0 GENERAL CONDITIONS OF AGREEMENT

1) The college will issue a Purchase Order for all work included in this Request for Proposal based on the Contractor's proposal to do certain work for the said Owner, specified and described in certain drawings and specifications, and entitled on the Bid Proposal, in strict accordance with drawings and specifications prepared and attached to RFP.
2) Whereas, the Contractor, before signing the enclosed proposal, has carefully read and examined in connection herewith said proposal and specifications and has carefully examined the site where said work is to be done, and has investigated the character of such work and the materials required to be furnished, and by reason of such reading, examination and investigation, the said Contractor agrees that he thoroughly understands the intent and meaning of this proposal and all component parts of said proposal and the requirements, covenants, stipulations and restrictions thereof.
3) In consideration of the promises and of the payments hereinafter to be made by the Owner to and on account of said Contractor, and the understanding of said Contractor to do said work the College and Contractor agree that:
    a) This Contractor shall receive and accept the sum on proposal herein submitted, as full compensation for furnishing all materials and doing all the work contemplated and embraced in this Contract, and for furnishing all necessary tools, machinery, implements, apparatus and other means of construction; also all loss or damage arising out of the nature of the work to be done under said specifications, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered during the progress of said work, and before the acceptance thereof by said Owner, and shall be responsible for the consequences of his own negligence or carelessness or discontinuance of the work, and for well and faithfully completing the work in the manner and according to the drawings and specifications and all requirements of the College and any and all parties having jurisdiction there over, for the whole thereof, the following sum which represents the Contract Price.
    b) Payments; The Owner agrees, in consideration of the performance of this Contract, to pay the Contractor in the following manner:
        i) Payments will be made only on the certificate of the Owners field representative.
        ii) Monthly payments shall be made to the Contractor in amounts equal to ninety percent (90%) of the estimated value of the work done and the materials furnished and incorporated in the work during the month preceding the date upon which such value is estimated plus ninety percent (90%) of the estimated value of all materials which, on the date of estimation of value, are suitably stored on the site for incorporation into the work; provided that no such monthly payment, or payment of any kind, shall theretofore have been made for any such work done or materials furnished and incorporated or materials suitably stored on the site. The aforesaid estimation of value shall be made by the Owners Representative and noted by him upon the certificates furnished by him pursuant to paragraphs herein.
        iii) Upon substantial completion of the work, a sum sufficient to increase the total payments to ninety percent (90%) of the Contract Price, less an amount determined by Owner to be adequate to complete any unfurnished part of the work by another Contractor should the work not be completed within a reasonable time established by the Owner.
        iv) The final payment shall be made thirty-five (35) days after receipt of the recorded Notice of Completion date, provided that: The Contractor shall furnished satisfactory evidence that all claims for labor and materials have been paid and that no claims shall have been presented to the Owner by any person or persons based upon any act or omission of the Contractor, and no Stop Notices have been filed against said work or the property whereon it was done.
            (1) No certificates given or payments made on account of any Contract shall constitute an acceptance of any equipment, material or work which may subsequently be found to be defective.
    c) Time of Completion. The Contractor agrees to commence the work within five (5) calendar days from the date of the notice to proceed and/or purchase order. Failure to obtain approval of the required documents, within the allotted time, shall not be cause for extension of the time of construction as set forth hereafter.
        i) The Contractor further agrees to construct and execute all of the work described in said

drawings, specifications, proposals, addenda and any and all other requirements, covenants, stipulations and restrictions, within 16 calendar days from and after the date of commencement, said date of commencement being agreed upon as the fifth (5th) calendar day following the date of the notice to proceed and/or purchase order. Owner shall issue actual start date to Contractor.

ii) Both parties agree that the aforementioned stipulated contract period to be a reasonable time scale for completion of the work and Contractor will provide best endeavors to complete the work within the contract period.

iii) If the Contractor shall neglect, fail or refuse to complete the work within the time herein specified, then the contractor does hereby agree, as a part consideration for awarding of this Contract to pay to the Owner the sum of:

**Dollars - No Cents** DOLLARS $ **0.00** per day plus such additional costs as may be incurred by the College because of such delays, not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth for each and every day that the Contractor shall be in default after the time stipulated in the Contract for completing the work.

iv) The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amounts shall be retained from time to time by the Owner from the current periodical estimates.

v) It is further agreed that time is the essence of each and every portion of this Contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due.

(1) To any preference, priority or allocation order duly issued by the Government.

(2) To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of the Contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and

(3) To any delays of subcontractors occasioned by any of the causes specified in subsections (1) and (2) of herein. Provided, further, that the Contractor shall, within seven (7) days from the beginning of such delay, notify the Owner, in writing , of the causes of delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

d) Drawings and Specifications. This Contract, the drawings and the specifications have been prepared, and are intended to supplement one another. The drawings and specifications shall be deemed by this reference to be incorporated within this Contract, the drawings shall be deemed by this reference to be incorporated within the specifications, and the specifications shall be deemed by this reference to be incorporated with the drawings. In the event a conflict is found to exist between the drawings and specifications, the College shall interpret. In the event that the drawings and specifications, or either of them shall be found to conflict with this Contract, then this Contract shall be govern. Omissions from this Contract of items of provisions present in the specifications or drawings or either of them shall not be deemed a conflict within the meaning of this Article.

e) Changes. Should the Owner, at any time during the progress of the work desire any alterations, or deviations in, or additions to , or omissions from the Contract or the drawings or specifications, said Owner, or representative thereof, shall be at liberty to order them, in writing, and the same shall in no way affect or make void this Contract, but the amount thereof shall be added to, or deducted from, the amount of the Contract Price aforesaid, as the case may be, by a fair and reasonable valuation. This Contract, subject to the provisions of Article II (a) hereof, shall be deemed completed when the work is finished in accordance with the original drawings and specifications, as amended by such changes, whatever may be the nature or extent thereof.

i) No such changes, whatever may be the nature, or modification shall release or exonerate any

surety or sureties upon any guarantee or bond given in connection with this Contract, if required.

ii) Rules of Practice: The rule of practice to be observed in this Contract shall be that upon the demand of either the Owner or the Contractor, the character or valuation of any and all changes, omissions, or extra work shall be agreed upon and fixed in writing, signed by the Owner and the Contractor, prior to execution.

f) Acceptance of Work. The payment of the progress payments by the Owner shall not be construed as an absolute acceptance of the work done up to the time of such payments, except as to such matters as are open and obvious, but the entire work, and at the time when it shall be claimed by the Contractor that the Contract and work is completed. Liability under the bonds is to continue for one (1) year from the date of acceptance and bonds will not be released until such date.

g) Failure to provide workmen and materials. If the Contractor at any time during the progress of the work should refuse or neglect, without the fault of the Owner, to supply sufficient amount of materials or enough workmen to complete the Contract within the time herein set forth, due allowance being made for the contingencies provided for herein, for a period of more than seven (7) days after having been notified by the Owner in writing to furnish the same, the Owner shall have the power to furnish and provide said materials and/or workmen to finish the said work, and the reasonable expense thereof shall be deducted from the amount of the Contract Price.

h) Penalties. This Contractor shall forfeit, as a penalty to the said Owner, the sum of fifty dollars ($50.00) for each laborer, workman, or mechanic employed in the execution of this Contract, or any sub-contractor under him, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of Section 1810-1811, Chapter One, of Division Two, Part Seven of the Labor Code of the State of California, and said Owner, when making payments of money due under this Contract, shall withhold and retain there from all sums and amounts which have been forfeited pursuant to the herein said stipulation.

i) Insurance and Bonds: Insurances and bonds, as set forth in the supporting contract documents, shall be maintained in effect during the period of this Contract.

j) Relations to Bid Proposals: If proposal is accepted by owner, be it further stipulated and agreed that said Owner does promise and agree to employ the said Contractor to provide the materials and do the work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and herein contracts to pay the same at the time, in the manner and upon the conditions set forth above; and the said parties for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained. It is further agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid proposal of said Contract, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

k) Asbetos/PCB-containging products and lead plumbing items: Contractor agrees that lead plumbing domestic water items, asbestos, PCB, -containing products or materials will not be used or substituted in performing work under the Agreement. At the completion of work under the Agreement, Contractor will certify in writing to the Owner that to the best of Contractor's knowledge, no lead plumbing domestic water items, asbestos/PCB-containing products or materials were used or substituted in performing work under the Agreement.

l) Compliance with air pollution and storm water prevention control rules: Contractor shall comply with all air pollution control rules, regulations, ordinances, and statutes which apply to any work performed pursuant to the Contract, including any air pollution control rules, regulations, ordinances, and statutes specified in Section 11017 of the Government Code, as well as local requirements, County, City, local Air Pollution Control Districts and Storm Water Prevention Districts. Contractor shall require all subcontractors to abide by these items.

m) Contractor-Employee requirements: By submitting proposal, the Contractor certifies he is aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and that he will comply with such provisions before commencing the performance of the work of this Contract.

i) In accordance with the provisions of Section 3700 of the Labor Code, every contractor will be

required to secure payment of compensation to his employees.

ii) The Contractor and Subcontractors under him shall comply with the provisions of Division 2, Part 7, Chapter 1, Article 2, Sections 1770-1780 with particular reference to the employment and use of apprentices and other provisions that require him to make travel and subsistence payments to each workman needed to execute the work, as such collective bargaining agreements filed in accordance with the Labor Code, and to pay not less than the minimum per diem wages as determined by the Director of the Department of Industrial Relations, on file in the principal office of the Owner.

iii) Special attention is directed to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code and Title 8, California Code of Regulations Section 200 et. seq. Each contractor and/or subcontractor must, prior to commencement of the public works contract, contact the Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, or one of its branch offices regarding apprentices and specifically the required ratio there under. Responsibility for compliance with this section lies with the prime Contractor. During the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin.

n) Notices: All notices herein provided to be given or which may be given by either party to the other shall be deemed to have been fully given when made in writing and deposited with the United States Postal Service, Registered or Certified, and postage prepaid and addressed as follows:

i) Owner, person and address on title sheet of RFP.

ii) Contractor, person and address on proposal submitted by contractor herein.

iii) The address to which the notices shall or may be mailed as aforesaid to either party shall or may be changed by written notice given by such party to the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

# 6.0 PROJECT SCOPE

A. **PROJECT DESCRIPTION:**

1) This project consists of:

   a) See attached plans and specifications
   b) Clean up after complete

**Project Scope of Work – Exterior Painting and Repairs**
The Contractor shall provide all labor, materials, equipment, supervision, preparation, and cleanup necessary to complete the following work:

- Prepare and paint all first-floor exterior metal columns.
- Pressure wash all exterior building surfaces as required for proper surface preparation.
- Seal all exterior brick and concrete walls with an appropriate approved sealer.
- Prepare and paint all wood guardrails at first-floor windows.
- Paint the stucco finish on the south side of the first floor.
- Pressure wash CMU North wall 12' high.
- Prepare and paint all exterior light poles.
- Prepare and paint the generator enclosure stucco and gates.
- Paint the backsides of the two monument signs located on the east side of the parking lot.
- **Alternate #1-** Prepare and paint 2nd floor siding on south side only.

All surfaces shall be properly cleaned, prepared, repaired as necessary, primed where required, and painted in accordance with manufacturer recommendations. The Contractor shall protect adjacent surfaces and landscaping from overspray or damage and shall provide final cleanup upon completion of the work.

B. WORK SEQUENCE:

1. The Work will be conducted in one phase to provide the least possible interference to the activities of the Owner's personnel and to permit an orderly transfer of personnel and equipment to the new facilities.

C. CONTRACTOR USE OF PREMISES:

1. General: Limit use of the premises to construction activities in areas indicated; allow for Owner occupancy and use by the public.

   a. Confine operations to areas within Contract limits indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.
   b. Keep driveways and entrances serving the premises clear and available to the Owner and the Owner's employees at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.

2. Use of the Existing Building: Maintain the existing buildings in a weather tight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period.

D. OWNER OCCUPANCY:

1. Full Owner Occupancy: The Owner will occupy the site and existing building during the entire construction period. Cooperate with the Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with the Owner's operations.

E. GENERAL SCOPE OF WORK:

1. Contractor to inspect project site and inspect existing conditions/utilities.
2. Scheduling of work to be coordinated with college for non-interruption during office hours, c/o M/O Director.
3. Provide all necessary tools and equipments to complete work within time frame stated in contract.
4. Contractor to inform Owner one (1) week before work is completed to schedule testing and inspection. Contractor to guarantee workmanship one (1) year.
5. Work areas shall be cleaned /cleared on a daily basis. All construction debris to be removed from site upon completion of work by contractor.

**-----End of Document----**