

NOTICE TO VENDORS - CALLING FOR BIDS

DISTRICT: SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT

PROJECT DESCRIPTION: **Campus-Wide Controls Sustainability, Phase IB
San Jose City/ Evergreen Valley Colleges
San Jose, CA**

**DATE/TIME FOR SUBMITTAL
OF BID PROPOSAL:** **February 28, 2008; 2:00 pm PST**

**PLACE FOR SUBMITTAL OF
BID PROPOSALS:** **SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT
DISTRICT ADMINISTRATIVE OFFICE;
FACILITIES DEPARTMENT
4750 SAN FELIPE ROAD
SAN JOSE, CA 95135-1599
CONTACT: Tom Clabough (408-288-3706)**

**BID AND CONTRACT
DOCUMENTS AVAILABLE AT:** **San Jose Blueprint
935 W. Julian Street
San Jose, CA 95126
Phone: (408) 295-5770
Plans Available Online @ www.sjblue.com**

DOCUMENTS AVAILABLE: **DOCUMENTS AVAILABLE: February 8, 2008**

BID TO BE ADVERTISED: **February 5 and February 12, 2008**

NOTICE IS HEREBY GIVEN that the above-named California Community College District, acting by and through its Board of Trustees, hereinafter "the District" will receive up to, but not later than the above-stated date and time, sealed Bid Proposals for the Contract for the Work of the Project generally described as: **Campus-Wide Controls Sustainability, Phase IB.**

1. Submittal of Bid Proposals.

All Bid Proposals shall be submitted on forms furnished by the District. Bid Proposals must conform with, and be responsive to, the Bid and Contract Documents, copies of which may be obtained from the District as set forth above. Only Bid Proposals submitted to the District prior to the date and time set forth above for the public opening and reading of Bid Proposals shall be considered.

2. Bid and Contract Documents.

The Bid and Contract Documents are available at the location stated above. Payment shall be made by check payable to **SAN JOSE BLUE PRINT**. Contact Lakisha Grays at Salas O'Brien Engineers (408-282-1500) for authorization prior to contacting San Jose Blue Print for documents.

3. Documents Accompanying Bid Proposal.

Each Bid Proposal shall be accompanied by: (a) the required Bid Security; (b) Subcontractors List; (c) Non-Collusion Affidavit; and (d) Statement of Bidders Qualifications. All information or responses of a Bidder in its

Bid Proposal and other documents accompanying the Bid Proposal shall be complete, accurate and true; incomplete, inaccurate or untrue responses or information provided therein by a Bidder shall be grounds for the District to reject such Bidder's Bid Proposal for non-responsiveness.

4. Prevailing Wage Rates.

Pursuant to California Labor Code §1773, the Director of the Department of Industrial Relations of the State of California has determined the generally prevailing rates of wages in the locality in which the Work is to be performed. Copies of these determinations, entitled "PREVAILING WAGE SCALE" are maintained at the District's Administrative Offices located at 4750 San Felipe Road, San Jose, California 95135-1599 and are available to any interested party upon request. The Contractor awarded the Contract for the Work shall post a copy of all applicable prevailing wage rates for the Work at conspicuous locations at the Site of the Work. The Contractor and all Subcontractors performing any portion of the Work shall pay not less than the applicable prevailing wage rate for the classification of labor provide by their respective workers in prosecution and execution of the work.

5. Contractors License Classification.

In accordance with the provisions of California Public Contract Code §3300, the District requires that Bidders possess the following classification(s) of California Contractors License at the time that the Contract for the Work is awarded, **Class A, B, C-7 or -20**. Any Bidder not so duly and properly licensed shall be subject to all penalties imposed by law. No payment shall be made for work, labor, materials or services provided under the Contract for the Work unless and until the Registrar of Contractors verifies to the District that the Bidder awarded the Contract is properly and duly licensed to perform the Work.

6. Contract Time.

Substantial Completion of the Work shall be achieved as set forth in the Special Conditions. Failure to achieve Substantial Completion of the Work within the Contract Time shall subject the Contractor to assessment of Liquidated Damages for delayed Substantial Completion of the Work, as set forth in the Contract Documents.

7. Performance Bond.

Upon notification of final award and resultant contract the successful vendor will be required to post a performance bond. The District will supply a form for this bond when the contract is finalized.

8. Labor Compliance Program (AB 1506).

The District has established a Labor Compliance Program ("LCP") pursuant to Labor Code §1771.5. The contractor awarded the contract for this Bid Package shall comply with the LCP and provisions of the Contract Documents relating to implementation, compliance with, and enforcement of the LCP

9. No Withdrawal of Bid Proposals.

Bid Proposals shall not be withdrawn by any Bidder for a period of **three (3)** days after the opening of Bid Proposals. During this time, all Bidders shall guarantee prices quoted in their respective Bid Proposals.

10. Job-Walk.

The District will conduct a job walk as set forth herein; Bidders attendance at the job walk is **non-mandatory**. The District will conduct the Job-Walk beginning at: **February 8, 2008 at 10am (PST)**. **Bidders are to meet at Evergreen Valley Community College Campus, at 3095 Yerba Buena Road, San Jose, CA 95135, in front of the District Police Department** at that date and time for conduct of the Job Walk. If Bidders' attendance at the Job Walk is mandatory, the Bid Proposal submitted by a Bidder whose representative(s) did not attend the entirety of the Mandatory Job Walk will be rejected by the

District as being non-responsive.

11. Substitute Security.

In accordance with the provisions of California Public Contract Code §22300, substitution of eligible and equivalent securities for any monies withheld by the District to ensure the Contractor's performance under the Contract will be permitted at the request and expense of the Contractor and in conformity with California Public Contract Code §22300. The foregoing notwithstanding, the Bidder to whom the Contract is awarded shall have **ten (10) days** following action by the District's Board of Trustees to award the Contract to such Bidder to its written request to the District to permit the substitution of securities for retention under California Public Contract Code §22300. The failure of such Bidder to make such written request to the District within said ten (10) day period shall be deemed a waiver of the Bidder's rights under California Public Contract Code §22300.

12. Waiver of Irregularities.

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.

13. Award of Contract.

The Contract for the Work, if awarded, will be by action of the District's Board of Trustees to the responsible Bidder submitting the lowest responsive Bid Proposal. If Alternate Bid Items are included in the bidding, and the District elects to incorporate any Alternate Bid Item in the scope of the Contract awarded hereunder, the selection of Alternate Bid Items for determination of the lowest priced Bid Proposal will be by priority of the Alternate Bid Items as established in the Contract Documents and as further described in the Instructions for Bidders. For purposes of the District's selection of Base bid and/or Alternate Bid Items for inclusion into the scope of the Contract awarded hereunder, the Project Budget is **One Million Five Hundred Thousand Dollars (\$1,500,000)**.

14. Project Labor Agreement.

The District has entered into a PLA with the Santa Clara / San Benito Trades Council. Accordingly, all prospective bidders shall be required to enter into a sub-agreement as a prerequisite in consideration for the award of this construction contract.

(END OF SECTION)