It is the policy of the San Jose/Evergreen Community College District that no person or firm shall be excluded from participation in, denied the benefits of, or otherwise be discriminated against in the award and performance of any District contract on the grounds of race, creed, color, national origin, age, sex, or sexual orientation; and that barriers to effective participation traditionally encountered by minorities and females be minimized.
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In order to preserve uniformity and to facilitate the award of the bid proposal, no bid proposals will be considered unless made upon forms furnished by the San Jose/Evergreen Community College District. Removal of any part may invalidate the bid.
SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT

NOTICE TO BIDDERS

The San Jose/Evergreen Community College District, 4750 San Felipe Road, San Jose, CA 95135 hereby invites sealed proposals for the following:

BID PROPOSAL G2010.0105
New District Office Furniture

Bid packets must be obtained from District Purchasing. To obtain a bid package visit our website at:

http://www.sjeccd.edu/district-services/fiscal-services/purchasing-bids

Completed proposals shall be made on forms and be in accordance with bid conditions and specifications prepared by the District. The District will receive sealed proposals with the bid number and name referenced on the outside at the District Purchasing Office, Building 7, 4750 San Felipe Road, San Jose, CA 95135 at 3:00 p.m. on August 21, 2014.

Advertise: 08/06/2014 & 08/13/2014

Board of Trustees
San Jose/Evergreen Community College District
SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT

BID CONDITIONS

INTRODUCTION AND BACKGROUND:
San Jose Evergreen Community College District serves two community colleges, San Jose City College and Evergreen Valley College, both in San Jose, CA. District offices are currently located on the campus of Evergreen Valley College.

The District has purchased a seven floor building in central downtown San Jose which is being remodeled to house the District offices on floors 1, 2, 3, 6, and 7. (Floors 4 and 5 are rented to others). The building is located at 40 South Market Street, San Jose, CA 95113.

This bid includes workstations and cubicles, selected office furniture, and specialized furnishing for the public Board of Trustees meeting room. The anticipated move-in date downtown is November/December, 2014. Consequently, time is of the essence in the purchase and installation of the items on this bid

BID MATERIALS AND INFORMATION: This bid and all subsequent documents may only be obtained from and questions directed to:

District Purchasing Department
San Jose/Evergreen Community College District
4750 San Felipe Road
San Jose, CA 95135
(408) 270-6431
(408) 223-0906 FAX

Bid documents, including floor plan drawings, are available for download from the District Purchasing web page: http://www.sjeccd.edu/district-services/fiscal-services/purchasing-bids

All questions must be e-mailed to Carlos Marques at carlos.marques@sjeccd.edu with copy to Cindy Giesing at cynthia.giesing@sjeccd.edu by 5:00 pm on August 13 by 5:00 pm. Answers will be researched and then e-mailed to all bidders and posted to our website.

San Jose/Evergreen Community College District is also referred to as SJ/ECCD.

EXAMINATION OF BID DOCUMENTS: Before submitting a bid, the bidder shall thoroughly familiarize himself with all bid documents referred to in the bid proposal, and any addenda issued before the bid opening. Such addenda shall form part of the bid response. It shall be the bidder's responsibility to ascertain that his bid includes all addenda issued prior to the bid opening.

EXAMINATION OF ACTUAL CONDITIONS:
The bidder must satisfy himself by personal examination and by such other means as the bidder may prefer as to the actual conditions and requirements under which the bid shall be made. Such examination must be upon the notification and approval of the District Purchasing Department.

If, after inspection and examination by the bidder, there are any existing conditions or requirements of the bid which are not completely understood by the bidder, he shall contact the District Purchasing Department for further information as may be available.

BID FORM: In order to preserve uniformity and to facilitate the award of Purchase Orders, no bids will be considered unless made upon forms furnished by the SJ/ECCD. No telegraphic or telephonic proposal or modifications will be considered. Bid Proposal must include this Bid packet filled out in its entirety, with any addendums attached to the front of this Bid Proposal and any additional documents attached to the back of this Bid Proposal.
All items on the form should be filled out. Numbers should be stated in figures and signatures of all individuals must be in long hand.

The bidder must bid separately on each item listed, unless otherwise requested herein.

All prices and notations must be typed or written in ink. Bids must not be written in pencil. Mistakes may be crossed out and correction inserted in adjacent, but the correction must be initialed in ink by the person signing the proposal. No corrections can be made after the time for opening bids.

Whenever the amount resulting from the multiplication of the unit price bid by the bidder on any item by the total number of units called for in the item does not equal the total price bid, then the unit price shall govern for all purposes.

Statements or communications which serve to qualify the bid may void such bid as to the items qualified.

Each major item that is listed may be shown with attachments and accessories as required. The bid figure for that item as specified should be a total figure including all those attachments or accessories that are shown in the specification. If there are individual costs for attachments or accessories, all costs must be identified in the figures quoted.

**ADDENDUMS:** Any addendums issued during the time of bidding shall form a part of the bid document issued to bidders for the preparation of their proposals and shall constitute a part of the contract documents.

**BID SUBMISSION:** Whether bids are sent by mail or delivered in person, the bidder shall be responsible for the delivery of the bid to the District Purchasing Department, San Jose/Evergreen Community College District, 4750 San Felipe Road, San Jose, CA 95135 on or before the advertised date and hour for the opening of the bid. If the mail or personal delivery is delayed beyond the date and hour set for the bid opening, such delayed bids shall not be considered and shall be returned unopened. Bid must reference the Bid Proposal number and name on the outside of the sealed bid package.

No late bids will be accepted.

Attach the Email Request before the Bid Proposal.

Attach any Addendums after the Email Request but before the Bid Proposal.

Bidders must submit one (1) original (hard copy) of their respective response to this RFP.

Include the complete Bid Proposal packet with all forms signed and dated and in the order that it is given to you.

Indicate your company name on the pages of the Bid Form Spreadsheet that you submit.

Attach the Bid Form Spreadsheet with pricing after the Bid Specifications in the Bid Proposal packet.

Attach any Vendor Quotes after the Bid Form Spreadsheet.

Attach any Substitution Specification sheets and Catalogs after the Vendor Quotes.

In the event that a bidder requires more time to submit the bid, then the bidder must submit in writing (email) a request for an extension and stating the reason or reasons for such request. The request must be submitted no less than forty-eight (48) hours prior to the bid opening date.

**TAXES:** In completing the bid form, exclude sales tax from both unit and extended prices.
**DISCOUNTS**: Where additional discounts apply against bid figures, identify exact figures and/or percentage (%) of discount.

Cash discounts for payment of invoices must allow no less than ten (10) days for payment after receipt and acceptance of materials, after compliance by the Contractor with all of the terms of the contract/order and a correct invoice, whichever is later.

**TRANSPORTATION CHARGES**: Prices quoted are to include all transportation charges to points within SJ/ECCD as identified in this bid proposal. Therefore, all transportation charges from bidder and/or manufacturer's site to SJ/ECCD shall be paid by the bidder (F.O.B. destination, freight prepaid and allowed).

**CONTAINER COSTS**: All costs for containers shall be borne by the bidder. All products shall conform to the provisions set forth in the federal, county, state and city laws for their production, handling, processing and labeling. Packages shall be so constructed to insure safe transportation to point of delivery.

**ACCEPTANCE, CHANGES, REJECTION OR WITHDRAWAL OF BIDS**: The Bid Proposal submitted by the Bidder shall remain open and valid and shall be subject to acceptance by SJ/ECCD for ninety (90) days after the bid opening date.

Changes to a bid shall **not** be allowed after bid opening!

The San Jose/Evergreen Community College District reserves the right to reject any and all bids, to waive any informality and/or irregularity in any bid received, and to be the sole judge of the acceptability of a quoted product.

The bidder may withdraw their bid at any time before the bid opening. In no case may a bid be withdrawn **after** the bid opening date without express approval from the Governing Board of the San Jose/Evergreen Community College District. Request for withdrawal of a bid must be submitted in writing by the bidder to SJ/ECCD.

**BASIS OF AWARD**: Award of the bid shall be made to the lowest responsive bidder[s] offering material meeting all specifications, terms and conditions specified herein as determined by the San Jose/Evergreen Community College District. This bid will be awarded in the best interest of the district. The district may choose to award all or part of this RFQ to one or more of the suppliers quoted.

**EVIDENCE OF RESPONSIBILITY**: Upon the request of SJ/ECCD, a bidder shall submit to SJ/ECCD within five (5) days after request satisfactory evidence showing the bidder's financial resources, the bidder's experience in the type of work required by the District, the bidder's organization available for the performance of the contract and any other required evidence of the bidder's qualification to perform the proposed contract. The district may consider such evidence before making its decision awarding the bid. Failure to submit evidence of a bidder's responsibility to perform may result in rejection of the bid.

**DELIVERY**: Delivery of articles bid must be completed on or before the delivery date/time specified by the bidder. Since time is of the essence and since any order placed was with reliance upon the bidder's delivery promise, such delivery must be completed as specified in the bid.

Failure of the bidder to deliver as specified in the bid, for any other reasons than those listed above, shall result in (at the option of the San Jose/Evergreen Community College District):

1. The rescinding of the Purchase Order, or

2. The deduction from the purchase price of 1 % per week (7 calendar days) per unit not delivered on the date specified. Said deduction to be stipulated by and between the parties as liquidated damages and not as penalty for the failure to deliver. This deduction to be made from the invoice at the time of payment.
FORCE MAJEURE CLAUSE: The Contractor and SJ/ECCD shall be excused from performance hereunder during the time and to the extent that they are prevented from performance by acts of God, acts of Government, labor disturbances, fire, lack or shortage of transportation facilities by the Government or other causes which are beyond the control of and not due to the fault or neglect of the Contractor or SJ/ECCD; or when SJ/ECCD is prevented from performing by operation of law or a court order.

In these instances, the Contractor shall within five (5) days of such occurrence submit written evidence for the cause of the delay including a request for an extension of time equal to the delay. If the District finds that a cause for delay does exist, it may at its option grant an extension of time equal to the delay.

PAYMENT: One hundred percent (100%) payment will be processed through SJ/ECCD’s normal accounts payment process after receipt and acceptance of the materials and after compliance by the Contractor with all of the terms of the contract/order.

BRANDS: Where a particular brand and model number is mentioned in connection with any item, it is mentioned as a standard of quality and utility only. A bidder may submit a bid on an article other than that named, but such article must be the equal in quality and utility of the article named, and the bidder must state in his proposal the brand with its number which he will furnish for each item on which a bid is submitted. The bidder shall furnish complete specification documentation with the bid proposal on any item proposed to be equal in quality and utility to the article named. Bidders shall, in writing, specifically note any item or items that do not meet the specifications as set forth. Bidders are not restrained from quoting several brands or models on the same item.

If the bidder fails to write in the brand and number of the article to be furnished, it is understood that the bidder will furnish the brands and numbers as listed in the bid proposal.

SJ/ECCD shall be the sole judge of the acceptability of any equipment having specifications which vary from those listed herein.

COMPATIBILITY/INTERFACE: When reference has been made that equipment requested must be compatible and/or interface with existing SJ/ECCD owned equipment, bidder is to advise if additional items, other than specified, will be needed to meet this requirement and shall list in the bid proposal items along with costs including labor charges to install interface materials.

SAMPLES: If the bidder is bidding on a brand mentioned as a standard of quality and utility, a sample need not be submitted unless otherwise specified. If the bidder is bidding on a brand other than the one specified, SJ/ECCD reserves the right to request a sample be submitted within five (5) days after opening of bid. Bidders are to clearly mark and identify their samples with brand, number and bidder’s name. This information is to be securely attached to the sample.

"The sample submitted shall be the exact article the bidder proposes to furnish!"

Samples shall be submitted free of expense to the District prior to the bid opening time, and if not destroyed in testing will be picked up by bidder.

All samples are subject to reasonable tests to determine durability, equality, meeting of specification, quality of workmanship, etc. Any bidder not wishing his sample to be marked, chipped, worn, cut, broken or otherwise defaced must so state clearly on the sample. Any sample left with the District without instructions for a period of 100 days shall be considered abandoned and shall become the property of the District.

DEMONSTRATION PRIOR TO ORDER: SJ/ECCD reserves the right to request that equipment bid items be available for demonstration to SJ/ECCD personnel within five (5) days after the opening of the bid. The demonstration machines must be located in the Bay Area within a 50 mile (maximum) distance from the College. Such demonstration shall be waived by the College District if the District personnel are sufficiently familiar with
the equipment bid that a demonstration would not be necessary. Any items that are bid, and are not available for demonstration, may be rejected by SJ/ECCD as not proven satisfactory for SJ/ECCD use.

**FEDERAL AND/OR STATE SAFETY REGULATIONS:** The articles covered by this bid and any purchase order for furnishing any articles listed in the bid proposal must conform with the safety orders of the State of California, Division of Industrial Safety or the regulations of the Federal Occupational Safety and Health Administration as set forth in the Federal Register, whichever is the more restrictive.

**NEW EQUIPMENT:** Bid forms call for all equipment furnished to the SJ/ECCD to be of new manufacturer. However the District is open to considering gently used furniture or equipment if equivalent in form and function to the new specifications. Any used offerings must be clearly so marked on the bid forms.

**CURRENT MANUFACTURER:** All equipment furnished to SJ/ECCD must be currently manufactured with a parts availability period 5 to 7 years from date of purchase by SJ/ECCD. The bidder warrants that any and all equipment he bids is of current manufacturer.

**WARRANTY:** All material and equipment furnished under this specification shall be guaranteed in writing for a period of one (1) year free labor and parts (excluding expendable parts) from the date of the final acceptance against defective material, design and workmanship and all apparatus shall perform in accordance with their individual specifications. If warranty is other than specified, please provide warranty information on Bid Form.

**SERVICE:** The equipment manufacturer or bidder must have maintenance service capabilities available to service the equipment bid. Such maintenance service is to be on call for SJ/ECCD during and after the warranty period. Bidder is to list location of the service center nearest the College District.

**INSTRUCTION AND TRAINING:** All equipment furnished must have complete and detailed written operating instruction manuals. In addition, if bidding on brand other than specified, selected SJ/ECCD personnel must receive operating instructions on the equipment bid from qualified personnel of the successful bidder. Such training shall be waived by SJ/ECCD if District personnel are sufficiently familiar with the equipment bid.

**SERVICE MANUALS/PARTS LIST:** Service manuals and parts list must be furnished with all equipment furnished.

**ASSEMBLY:** All furniture and equipment bid must be delivered to SJ/ECCD in assembled condition and complete as to parts. The vendor is responsible for supplying any and all additional parts (ie, braces, brackets, screws, etc) for complete installation of the intended product.

**CONTRACTOR’S RESPONSIBILITIES:** In the performance of any operations hereunder, contractor shall furnish at its own expense and cost any and all necessary labor bonds, permits, materials, supplies, machinery, equipment, tools, transportation and anything else necessary to perform and complete the work covered by this Agreement, other than items which SJ/ECCD specifically agrees in writing to furnish. Contractor and any of its’ subcontractors shall assume all risks for any damage to or destruction of contractor’s tools, machinery, equipment or materials of any kind or character resulting from any cause unless otherwise specified. All materials shall be new and of a grade and quality adequate for the required use and Contractor warrants that the quality of the work done and materials used will be to the highest standard now prevailing in the industry for work of such nature in every respect.

**PIGGYBACK CLAUSE:** Other county offices of education and school districts within California may desire to award a contract in response to this Bid Proposal. If authorized by the bidder herein, the bidder shall provide materials to these other county offices of education and school districts at the same prices and upon the same terms and conditions pursuant to Section 20652 of the California Public Contract Code and Section 39642 of the California Education Code (applies to newly manufactured equipment only). For the purposes of this clause, SJ/ECCD requests that the quoted prices be held valid for ninety (90) days after the opening of the bid. SJ/ECCD waives the right to require other county offices of education and school districts to draw their warrants in favor of SJ/ECCD as provided in said code sections.
SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT

INSURANCE INDEMNITY REQUIREMENTS

INSURANCE: Contractor shall not commence work nor shall contractor allow any subcontractor to commence work under this contract until all required insurance and certificates have been delivered to and approved by the San Jose/Evergreen Community College District.

To protect SJ/ECCD against liability, loss or expense arising from damage to property or injury to any person arising out of, in connection with or resulting from the work provided for hereunder, Contractor shall, during the progress of the work, carry, at its own expense, insurance with the minimum coverage as follows:

1. Insurance carriers shall be a company admitted (licensed) to do business in the State of California, should have a current A.M. Best’s rating of A-VII, with a satisfactory financial rating, and satisfactory to SJ/ECCD.

2. Insurance and certificates shall be provided on authorized forms provided by carriers.

3. Certificates and insurance policies shall include the following clause:

   “This policy shall not be cancelled or reduced in required limits of liability or amounts of insurance until a 30 day written notice has been mailed to Owner stating date of cancellation or reduction.”

Note: Contractor shall not cancel or make any material change in any certificates and/or insurance policies without sixty (60) days prior written notice to SJ/ECCD and without written consent from SJ/ECCD.

4. The San Jose/Evergreen Community College District and its’ agents, directors, officers, employees, volunteers and servants shall be named as additional insured, individually and collectively, on all insurance and certificates pertaining to this work, through its completion. Contractor shall include with their certificate of insurance a separate endorsement page naming San Jose/Evergreen Community College District as additional insured.

   a. THE CERTIFICATE HOLDER MUST ALWAYS READ AS BELOW:
      San Jose Evergreen Community College District
      4750 San Felipe Road
      San Jose, CA 95135

   b. ON THE CERTIFICATE ITSELF, UNDER THE DESCRIPTION OF OPERATIONS, IT MUST READ:
      All San Jose Evergreen Community College District Projects, San Jose Evergreen Community College District, its trustees, officers, agents, employees, and volunteers, individually and collectively are named as additional insured on General Liability policy as per attached endorsement and Gilbane Building Company, its officers, directors, employees and agents as an additional insured on a primary, non-contributory basis to all general liability, automobile liability, pollution liability and excess liability insurance policies.

   c. THE ENDORSEMENT PAGE MUST:
      1. list the General Liability Policy Number,
      2. list San Jose Evergreen Community College District under the Name of Person or Organization, and
      3. match the dates on the Certificate of Insurance exactly if listed.
5. Certificate of insurance shall state in particular those insured, extent of insurance, location and operation in which insurance applies, expiration and date of cancellation and reduction notice.

6. Commercial General Liability Insurance, including Contractors Contingent coverage, with limits of not less than one million dollars ($1,000,000) per occurrence (including Bodily Injury or Death and Property Damage) (Combined single limits.) and an aggregate amount of two million dollars ($2,000,000). Individual categories as applicable.
   a. Premises and Operations Coverage;
   b. Contractual Liability covering liabilities assumed under this contract;
   c. Products and Completed Operations Coverage;
   d. Broad Form Property Damage Liability endorsement;
   e. Personal Injury Liability;
   f. Fire Legal Liability;
   g. Independent Contractors;
   h. Territorial extension to cover all work areas;
   i. Coverage for liability resulting from the consumption of food prepared or served by Contractor or Subcontractor. (If applicable.)

7. Commercial Automobile Liability Insurance, including all owned vehicles, hired vehicles, and non owned vehicles, and equipment with minimum limit of one million dollars ($1,000,000) per occurrence Bodily Injury and Property Damage. (Combined single limits.)

8. Professional Liability Insurance with minimum of two million dollars ($2,000,000) per claim and four million dollars ($4,000,000) per annual aggregate. Deductible not to exceed twenty five thousand dollars ($25,000) each claim; and

9. Workers’ Compensation Insurance and Occupational Disease Insurance as required by law and Employer’s Liability Insurance with limits of not less than $1,000,000 for any accident or occupational disease covering location of all work places involved in this Contract. Individual categories as applicable to this Contract.

10. Protection for liabilities under the Federal Longshoremen’s & Harbor Workers’ Compensation Act and Outer Continental Shelf Lands Act. (If applicable.)
   a. Coverage for liability under the Merchant Marine Act of 1920, commonly known as the Jones Act; the Admiralty Act; and the Death on the High Seas Act with limits of not less than $1,000,000 per accident. (If applicable.)
   b. Coverage amended to provide that a claim in REM shall be treated as a claim against the employer.
   c. Territorial extension to cover all work areas.

11. Special Hazards Insurance (such as explosion hazard, collapse hazard, underground hazard, etc.): Where specified, special hazards shall be covered by rider or riders to above mentioned insurance coverage or by special policies of insurance.

12. Other Insurance: In the event SJ/ECCD should desire any other type of insurance during term of the contract, such insurance shall be provided by Contractor with such firm or firms as SJ/ECCD may direct and the Contract price shall be adjusted by an amount equal to the cost of such insurance.

Contractor’s insurance coverage shall be primary insurance as respects SJ/ECCD, its agents, directors, officers, employees or servants. Any insurance maintained by SJ/ECCD shall be excess of Contractor’s insurance and shall not contribute with it.

Contractor shall also be solely responsible for subcontractors compliance to insurance requirements specified herein. Should subcontractors insurance coverage be less than the minimum insurance requirements specified
herein, SJ/ECCD, at its option may (1) require Contractor to secure such minimum coverage, or (2) purchase insurance necessary to provide such minimum coverage and charge the premiums therefore to the Contractor’s account.

Failure to secure the insurance coverage or the failure to comply fully with any of the insurance provisions of this Contract, or the failure to secure such endorsements on the policies as may be necessary to carry out the terms and provisions of this Contract, shall in no way act to relieve Contractor from the obligations of this Contract, any provisions hereof to the contrary notwithstanding. In the event that liability for any loss or damage be denied by the underwriter or underwriters, in all or in part, because of breach of said insurance by Contractor, or for any other reason, or if Contractor fails to maintain any of the insurance herein required, Contractor shall hold harmless, defend and indemnify SJ/ECCD against all claims, demands, costs and expenses, including attorney’s fees which would otherwise be covered by said insurance and any other damages resulting from lack of insurance required hereunder.

**INDEMNITY:** Contractor hereby indemnifies and agrees to hold harmless SJ/ECCD, and any agents, directors, officers, employees, or servants of SJ/ECCD, from and against all claims, demands, liabilities, costs, judgments, obligations, and causes of action of every kind and character (except as hereinafter provided), including without limitation the cost of defense and attorney’s fees incurred, arising out of, incident to, or in connection with this Contract or performance of work or services hereunder or breach of the terms hereof, regardless of whether the liability therefore is based upon some alleged act or omission of SJ/ECCD or of Contractor or of some third or other party, and including without limitation by enumeration all taxes, claims, debts fined, penalties, forfeitures, patent infringements, loss of use, death injury and damages to all persons and property together with the amount of judgments, penalties, interest, court costs, legal and other fees and expenses in connection therewith. With respect to liability based upon some alleged act or omission of SJ/ECCD or someone not a party hereto or other party, not an agent or subcontractor of Contractor, this indemnity shall not be limited to the kinds and amounts of insurance Contractor agrees to carry under this Agreement, or such greater amounts as Contractor does in fact carry. Contractor shall not be held responsible and SJ/ECCD shall indemnify and save harmless Contractor for any losses, expenses, claims, actions, costs, judgments, subrogations, liabilities or damages caused by the sole negligence or willful misconduct of SJ/ECCD.

The aforementioned duty to indemnify and hold harmless shall include the duty to defend as established in Section 27-8 of the California Civil Code.
SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT

BIDDER'S REFERENCES

Each bidder must provide the following information for at least three (3) customers to whom the bidder has sold material the same as or similar in specifications and capability to that material specified in this bid proposal. (Responses to reference checks will be considered in the award of the bid proposal.)

1. Customer name, address, telephone number and fax number.

2. Customer contact person name and title.
SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT

CERTIFICATE OF NON-DISCRIMINATION BY SUPPLIERS

As suppliers of goods or services to the San Jose/Evergreen Community College District, the firm listed below certifies that it does not discriminate in its employment with regards to race, creed, color or national origin; that it is in compliance with all Federal, State, and local directives and executive orders regarding nondiscrimination in employment; and that it agrees to demonstrate positively and aggressively the principal of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.

2. To communicate this policy to all persons concerned, including company employees, outside recruiting services, especially those serving minority communities and to the minority communities at large.

3. To take affirmative steps to hire minority employees within the company.

Signature & Date________________________________________________________

Print Name & Title_______________________________________________________
SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT

BIDDER BUSINESS STRUCTURE

Each bid must give the full business address of the bidder and must be signed by the bidder with his or her usual signature.

1. Bids by partnerships must furnish the full names of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters.

2. Bids by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the President, Secretary, or other person authorized to bind the corporation in this matter. The name of each person signing shall also be typed or printed below the signature. When requested by SJ/ECCD, satisfactory evidence of the authority of the Officer signing on behalf of the corporation shall be furnished.

3. No bid is valid unless signed by the person authorized to execute bids on behalf of the firm.

A bidder's failure to properly sign required forms may result in rejection of the bid.

Please print or type the following information:

A. Nature of firm (sole proprietorship, partnership, corporation):

B. Corporation organized under the laws of the State of:

C. Names and titles of individual members of the sole proprietorship, partnership, corporation:

Signature & Date________________________________________________________

Print Name & Title_______________________________________________________
SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT

BUSINESS ENTERPRISE CERTIFICATION

San Jose/Evergreen Community College District, in compliance with California Code of Regulations Section 59500 et.seq., requests your response to the following questionnaire. Using the following criteria, please determine the classification under which your business qualifies and indicate if your business obtains at least 50% of its materials or services from suppliers or subcontractors meeting those definitions. *(For informational use only.)*

**SBE - SMALL BUSINESS ENTERPRISE**
Generally, unless your firm is in an industry with a special size standard, it is considered a small business enterprise if it has (a) fewer than 500 employees and (b) for general construction and services industries, average annual receipts for three preceding fiscal years less than $2 million.

**MBE - MINORITY BUSINESS ENTERPRISE**
A minority business enterprise is a business concern which is at least 51% owned by one or more minorities (Native American, African American, Asian/Pacific American or Hispanic American). A publicly owned corporation qualified if at 51% of the stock is owned by one or more minorities. Management and daily business operations must be controlled by one or more such individuals with its home office located in the United States, which is not a branch or subsidiary of a foreign corporation, firm or other business.

**WBE - WOMEN OWNED BUSINESS ENTERPRISE**
A women owned business enterprise is a business concern which is at least 51% owned by women. A publicly owned corporation qualified if at least 51% of the stock is owned by women. Management and daily business operations must be controlled by one or more such individuals with its home office located in the United States, which is not a branch or subsidiary of a foreign corporation, firm or other business.

**DVBE - DISABLED VETERANS BUSINESS ENTERPRISE**
A Disabled veterans business enterprise is a business concern which is at least 51% owned by disabled veterans. A publicly owned corporation qualified if at 51% of the stock is owned by disabled veterans. Management and daily business operations must be controlled by one or more such individuals with its home office located in the United States, which is not a branch or subsidiary of a foreign corporation, firm or other business. The office of Small and Minority Business defines “disabled veteran” as a veteran of the military, naval or air service or the United States with a service-connected disability who is a resident of the State of California. To qualify as a veteran with a “service-connected disability”, the person must be currently declared by the United States Department of Veteran Affairs to be 10% or more disability as a result of service in the armed forces.

**PLEASE CHECK ONE IN EACH LISTING AS FOLLOWS:**

**BUSINESS STRUCTURE**
___ Sole Proprietorship
___ Partnership
___ Corporation

**BUSINESS CATEGORY**
___ MBE - Minority Business Enterprise
___ WBE - Women Owned Business Enterprise
___ DVBE- Disabled Veterans Business Enterprise
___ SBE - Small Business Enterprise and None of the Above
___ OTH - None of the Above

**OWNED AND MANAGED BY (INDICATE % IF APPLICABLE):**
___ % Caucasian/White American
___ % Hispanic American
___ % Asian/Pacific American
___ % Native American (Native Americans include: American Indians, Eskimos, Aleuts and Native Hawaiians)

**SUPPLIERS/SUBCONTRACTORS THAT PROVIDE AT LEAST 50% OF LABOR/MATERIALS ARE (CHECK IF APPLICABLE):**
___ MBE - Minority Business Enterprise
___ WBE - Women Owned Business Enterprise
___ DVBE- Disabled Veterans Business Enterprise
___ SBE - Small Business Enterprise and None of the Above

I am authorized to execute this certification on behalf of this business enterprise:

Name of Company ________________________________________________________________

Signature & Date ________________________________________________________________

Print Name & Title ______________________________________________________________

SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT

STATEMENT OF NON-COLLUSION

I, ________________________________, ________________________________
(name) (title)
of ________________________________________________________ hereby certify:

That all statements of fact in this proposal are true.

That such proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That such proposal is genuine and not collusive or sham;

That said bidder has not, directly or indirectly, by agreement, communication, or conference with any, attempted to induce action prejudicial to the interest of the San Jose/Evergreen Community College District, or of any other bidder or anyone else interested in the proposed contract; and further

That prior to the public opening and reading of proposals, said bidder:

A. Did not, directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;

B. Did not directly or indirectly, collude, conspire, connive, or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his proposal;

C. Did not, in any manner, directly or indirectly, seek by agreement, communication, or conference with anyone to raise or fix the proposal price of said bidder or of anyone else, or raise or fix any overhead, profit, or cost element of his proposal price, or of that of anyone else;

D. Did not, directly or indirectly, submit his proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the San Jose/Evergreen Community College District, or to any person or persons who have a partnership or other financial interest with said bidder in his business.

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

Signature & Date:___________________________________________________________

Print Name & Title:__________________________________________________________
SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT

BID FORM

Lead Time:  
________________________________________

Warranty:  
________________________________________

Terms of Invoice:  State payment terms if other than Net 30 Days:  

________________________________________

I/We agree to furnish the specified material for the prices listed in this Bid Proposal, and if we are the successful dealer, will hold these prices firm through delivery.

Bid submitted by:  

Signature  Date

________________________________________

Print Name

________________________________________

Company Name

________________________________________

Address

________________________________________

City & State

________________________________________

Zip Code

________________________________________

Telephone Number  FAX Number
SAN JOSE/EVERGREEN COMMUNITY COLLEGE DISTRICT

BID SPECIFICATIONS

G2010.0105 New District Office Furniture

Award: This bid will be awarded in the best interest of the district. The district may choose to award all or part of this RFQ to one or more of the suppliers that submitted bids.

Manufacturer: Supplier may bid on an equivalent manufacturer to any specified manufacturer listed on RFQ. If you want to bid on more than one manufacturer, please use a separate bid form. Low bid will be awarded to an equivalent manufacturer only after it is deemed an appropriate equivalent by Purchasing, Facilities, the Furniture Consultant, and the Department Manager. SJECCD shall be the sole judge of the acceptability of any equivalent manufacturer quoted. When quoting an equivalent manufacturer, specify manufacturer and manufacturer part number, and include a marked catalog with your bid.

Gently Used: The District is open to considering gently used furniture or equipment if equivalent in form and function to the specifications for new. Any used offerings must be clearly so marked on the Bid Forms. Please provide specifications and pictures and warranty information and manufacture date for the items.

Site Accessibility: Due to the downtown location of the new office building, bidders should investigate available parking and trucking arrangements for the delivery and installation of the furniture and equipment. Note that there are two passenger elevators and two interior stairs. The elevator dimensions are:

- Door opening: 3’5” wide by 7’ tall
- Interior space: 6’3” wide by 9’4” tall by 46” deep

Selected vendor or vendors are responsible for ensuring and protecting the building (interior and exterior) from damage while delivering and installing the furniture and equipment. Vendors must also be mindful of other building tenants and their clients while moving and installing furniture and equipment.

Hand Carry: Some items, such as the Conference Room Table on the 7th floor, may require hand carry. Vendor is responsible for determining and indicting which items that are bid require hand carry, and pricing accordingly.

Work Stations: All workstations to be fully assembled and installed per plan. Vendor shall be responsible for verifying and including all needed parts, connectors, supports, brackets, etc for a full installation as pictured in the floor plan.
All wall mounted overhead cabinetry to have a tack board and task light mounted below. Panel and tack-board fabric are to be minimum Grade B or Grade 2. All pedestal files and overhead storage to be locked and keyed alike per workstation/office, unless otherwise noted. Work surfaces shall be provided with custom cutouts or “cut to fit” as needed due to architectural site conditions and as noted on the plans. Specific sizes and locations, ie., centered, right or left for the cutout is to be verified.

All bookcases, files, cabinets over 4 feet in height shall be bolted to walls and floors as determined by furniture consultant.

**Verify:**

It is the responsibility of the bidder to review drawings and perform field verification of the conditions, rooms, access routes, measurements, installation details, etc.

**Finishes:**

Fabrics, Finishes, Trim, Edging, and other details will be determined after the vendor or vendors are selected.

**Delivery:**

Installation and freight must be included in the each price of each item. The price must also include removing and hauling away all packing materials. All furniture and equipment must be installed per assembly plan provided by the Furniture Consultant.

All furniture and equipment must be delivered and installed by mid-November.

**Bid Forms:**

You must fill out the provided bid form. If quoting an equivalent manufacturer, cross out specified manufacturer on the itemized bid form in the quoted part number column and list the equivalent manufacturer.

If you leave the Quoted Part Number blank, it will be assumed that you are quoting the exact manufacturer. If you put in your own part number, then you must indicate whether you are quoting the exact manufacturer or not in the Sub Yes or No column.

**Notes:**

Please reference Bid #G2010.0106 New District Office Furniture Movers & Installers regarding the moving and installing of furniture and equipment that we intend to keep and reuse at the new location.

SJECCD is a Union Shop. So, prevailing wages for installation.