

NOTICE INVITING BIDS

Notice is hereby given that the Board of Trustees of the Sonoma County Junior College District will receive up to and no later than 2:00 P.M, Wednesday, June 8, 2005, sealed bids for **Media Projectors** and that such bids shall be publicly opened at the District Purchasing Office at 1990 Armory Drive, Santa Rosa, California.

Each bid must conform and be fully responsive to this invitation, the plans and specifications and all other documents comprising the pertinent contract documents. Copies of the bid documents are available for examination at the SRJC Purchasing Office.

The response to this Notice Inviting Bids must be made on the forms supplied by the District and signed by an authorized representative of the bidder. Responses to this bid shall be valid for a minimum of 30 days.

The District reserves the right to reject any and all bids and to waive minor informalities or irregularities in the bidding.

SONOMA COUNTY JUNIOR COLLEGE DISTRICT

By: _____
Tim J. Bosma, Purchasing Director

DATED: May 18, 2005

Publication dates 1) May 22, 2005 2) May 29, 2005

INSTRUCTIONS TO BIDDERS

Bid Proposals:

No bid proposals shall receive consideration by the Sonoma County Junior College District (hereinafter "District") unless made in accordance with the following instructions:

1. Deadline For Receipt of Proposals. Bid proposals must be sealed and filed with the Purchasing Director at the Purchasing Office located at 1990 Armory Drive, Santa Rosa, CA 95401 **no later than 2 p. m. Wednesday, June 8, 2005.** The District suggests that bids be hand delivered in order to ensure their timely receipt. Any bids received after the time stated shall not be opened and shall be returned unopened, to the bidder.

2. Bidders Conference. There will be no bidders conference for this bid.

3. Requests for Information. Any questions relative to the bid should be in writing and directed to the Purchasing Director or his designee at the address specified for receipt of bid proposals.

4. Bid Proposal Forms. Bid proposals must be made on a form obtained from the District. All items on the form should be filled out. Numbers should be stated in figures, and the signatures of all individuals must be in long hand. The completed form should be without interlineation, alterations, or erasures.

5. Execution of Forms. Each bid must give the full business address of the bidder and must be signed by the bidder with his or her usual signature. 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. 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 the District, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. A bidder's failure to properly sign required forms may result in rejection of the bid..

6. Bid Security. NOT REQUIRED FOR THIS BID.

7. Withdrawal of Bid Proposals. Bid proposals may be withdrawn by the bidders prior to the time fixed for the opening of bids, but may not be withdrawn for a period of thirty (30) days after the opening of bids.

8. Addenda or Bulletins. Any addenda or bulletins issued during the time of bidding shall form a part of the specifications issued to bidders for the preparation of their proposals and shall constitute a part of the contract documents.

9. Award of Contract. The contract will be awarded within thirty (30) calendar days after opening of bids to the lowest responsible bidder complying with the requirements of the contract documents, subject to Governing Board approval. The time for awarding the contract may be extended by the District with the consent of the lowest responsible bidder.

10. Rejection of Bids and Award of Contract. The District reserves the right to waive any irregularities in the bid and the right to accept or reject any and all bids, or to accept or reject any portion or combination thereof, or award on the basis of the total bid, when to do so is in its own best interest.

11. Taxes. Taxes shall not be included in the bid prices. The District will pay only the State sales and use taxes. Federal excise taxes are not applicable to the District.

12. Bid Exceptions. All exceptions, which are taken in response to this bid, must be stated clearly. The taking of bid exceptions or providing false, incomplete or unresponsive statements may result in the disqualification of the bid. The Board of Trustees, whose decisions shall be final, will determine allowance of exceptions. Any bid exceptions or additional conditions requested after bid closure, which are not detailed within the bid response, may result in disqualification of the bid. No oral or telephonic modification of any bid submitted will be considered and a sealed telegraphic modification may be considered only if received prior to opening of bids. Faxed bids or modifications will not be accepted.

13. Discounts. Any discounts, which the bidder desires to provide the District must be, stated clearly on the bid form itself so that the District can calculate properly the net cost of the bid proposal. Offers of discounts or additional services not delineated on the bid form will not be considered by the District in the determination of the lowest responsible bidder.

14. Quantities. The quantities shown are believed to be accurate, however the District reserves the right to add or subtract from quantities shown on the bid form.

15. Prices. Bidders must quote prices F.O.B. Destination unless otherwise noted. Prices should be stated in the units specified and bidders should quote each item separately. All shipping is the sole responsibility of the bidder.

16. Special Brand Names. The District reserves the right to make all decisions on product and vendor selection. The make and model listed is a District Standard established after a comprehensive open review of competing makes and models.

17. Container Costs and Delivery. All costs for shipping 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. Containers shall be so constructed as to ensure safe transportation to point of delivery.

18. Bid Negotiations. A bid response to any specific item of this bid with terms such as "negotiable", "will negotiate" or similar, will be considered as non-compliance with that specific term.

19. Prevailing Law. In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state and federal law.

20. Governing Law and Venue. In the event of litigation, the bid documents, specifications and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Sonoma County, California.

21. Form of Contract. The bidder selected by the District will be issued a purchase order for the quantity desired by the District at the quoted bid prices. Standard terms and conditions of the District's purchase order and those of this bid document shall prevail over the bidders terms and conditions.

22. Licenses. Each bidder, and their subcontractors, if any, must possess all appropriate and required licenses or other permits to perform the work as identified in contract documents. Upon request, each bidder shall furnish the District with evidence demonstrating possession of the required licenses or permits. Failure to submit such evidence to the district's satisfaction may result in rejection of the bid.

23. Denial of Right to Bid. Bidders or subcontractors who have violated state or federal law(s) governing public contracts may be denied the right to bid on this public contract.

24. Bidders Interested in More Than One Bid. No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one bid unless alternate bids are specifically called for. A person, firm, or corporation

that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders or make a prime proposal.

25. Hold Harmless. The Bidder shall indemnify, hold harmless and defend the District and its Board of Trustees, officers, agents and employees from and against all claims, damages, losses and expenses, including reasonable costs and attorneys' fees, arising out of or resulting from Bidder's performance of the contract, or work performed by Contractor's agents or employees, or subcontractors employed on the project, their agents or employees, or products installed by Bidder or subcontractors, excepting only such injury or harm as may be caused solely and exclusively by the District's fault or negligence.

26. Warranty of Title. The Bidder shall warrant that title to all work, materials or equipment included in a request for payment shall pass over to the District whether or not they are installed, free from any claims, liens or encumbrances, when such payment is made to the Bidder. Bidder further warrants that no such work, materials or equipment have been purchased for work under the Contract subject to an agreement by which an interest therein or an encumbrance thereon is retained by the seller or supplier.

27. Contact for bid process questions: Purchasing Department, Tim Bosma, Purchasing Director, Phone: 707/527-4422, Fax: 707/527-487

