



Bid No. LA-9204-05
Opening Date:
November 17, 2009
Before 2:00 p.m., Tuesday

NOTICE INVITING BIDS

Notice is hereby given by San Joaquin Delta College District, that sealed bids to furnish all tools, apparatus, material, tax, transportation, equipment for the San Joaquin Delta Community College District (the "District" or "Owner") **Atherton Theatre and Tillie Lewis Theatre Drapery Replacement Project** will be received in the Purchasing Office, Danner Hall, Lower Danner, San Joaquin Delta Community College District, 5151 Pacific Avenue, Stockton, CA 95207 before **2:00 p.m.** on the clock designated by the District or its representative as the bid clock, **on Tuesday, November 17, 2009** when or after which bids will be opened, read aloud and tabulated. The District will not accept any bids or bid modifications submitted by facsimile or electronic mail transmission.

Detailed specifications may be viewed and downloaded, free of charge, **after Friday, October 23, 2009**, from the Purchasing Department's Business Opportunities Web Page under the **"Procurement Bids"** tab at the following link: <http://www.deltacollege.edu/dept/purchasing/SJDCBusinessOpportunities.html> A free CD with the electronic bid documents may also be obtained from the Purchasing Office, San Joaquin Delta Community College District, 5151 Pacific Avenue, Stockton, CA, 95207; 209.954.5065.

A mandatory pre-bid conference and inspection tour for prospective bidders will meet in the Purchasing Office of San Joaquin Delta College Friday, November 6, 2009, at 1:00 p.m. No bid will be considered unless the bidder has attended the pre-bid conference and inspection tour. A valid parking permit is required. A daily parking permit may be purchased at the parking lot for One-Dollar (\$1.00). Any parking related questions should be directed to Campus Police at 209.954.5000.

Technical questions must be submitted, in writing, via e-mail to Rick Barton, Project Manager at rbarton@kitchell.com. All bid process related questions must be submitted to Maria Bernardino, Director of Purchasing at mbernardino@deltacollege.edu

The Board of Trustees reserves the right to waive any informalities or irregularities in the bids and to reject any or all bids.

Dated: October 21, 2009

SAN JOAQUIN DELTA COMMUNITY COLLEGE

By: Dr. Jon C. Stephens
Vice President for Business Services

JCS:mgb

**SAN JOAQUIN DELTA COMMUNITY COLLEGE DISTRICT
BID LA-9204-05
ATHERTON THEATRE & TILLIE LEWIS THEATRE DRAPERY REPLACEMENT PROJECT**

SCOPE OF WORK:

The following Request for Bid (RFB) is to furnish all material, tools, machinery, equipment, apparatus, labor, **shipping charge, sales taxes, special handling charges**, design(s), project management, and all means necessary to perform all work in connection with the **Purchase of Atherton Theatre & Tillie Lewis Theatre Drapery Replacement Project** in strict accordance with the bid documents, within the time set forth therein, and at the price stated hereinafter.

All parts and material shall be new. The San Joaquin Delta Community College District will not accept used, reconditioned or obsolete parts or materials. Workmanship shall conform to the highest standard of commercially accepted practice for the class of work and shall result in a neat and furnished appearance. Equipment furnished must meet or exceed Occupational Safety and Health Act (OSHA) standards.

This scope of work for this project consists of:

The Supplier shall furnish all new curtains for both the Atherton Theatre and the Tillie Lewis Theatre as specified in the curtain schedule in section 1.2.3 of the attached specifications. The sizes and quantities in the curtain schedule are provided for reference. The Supplier shall field verify the quantities and sizes of the curtains prior to the procurement with no additional cost to the owner. The Supplier shall provide all equipment and tools necessary to access and field verify the quantities and sizes of the curtains. The curtains will be installed by the Owner.

INSTRUCTIONS TO BIDDERS

1. Return a minimum of one (1) original and Two (1) duplicate of the bid.
2. Brand names, design & technical descriptions are intended to indicate a range of performance, or a standard of quality, and not a designation of specific articles to the exclusion of all others.
3. Bid must be accompanied by specifications and descriptive literature.
4. Goods or service to be delivered or performed F.O.B. Destination unless otherwise stated.
5. All items must be delivered within **the time specified on the Bid Form** after date of purchase order.
6. Provide a proposed delivery schedule.

INTRODUCTION AND OBJECTIVES

San Joaquin Delta Community College District (SJDCCD) is requesting bids from qualified vendors to provide **new curtains** for both the Atherton Theatre and the Tillie Lewis Theatre as specified in the curtain schedule in section 1.2.3. The successful vendor shall provide the material to be installed by the Owner.

This document contains instructions and requirements including the format in which responding bids must be submitted. Vendors seeking to become the supplier of the material being requested are urged to carefully read all sections of the Bid to insure that the scope of required services, provider responsibilities and unique application environments are fully understood. Vendors shall provide evidence of their expertise, qualifications to act as partners to SJDCD in all areas pertaining to the project.

This document may also be downloaded from the Purchasing Department's web page from the "Business Opportunities" link under the "Procurement Bids" tab, as follows:
<http://www.deltacollege.edu/dept/purchasing/SJDCBusinessOpportunities.html>.

It will be the vendor's responsibility to notify the Purchasing Department to make sure the contact information is added to the mailing list in order to be notified directly of any Addenda issued.

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PROJECT SCHEDULE & QUESTIONS CONCERNING REQUEST FOR BID

Release of Bid	October 26, 2009
Mandatory Pre-bid Conference	November 6, 2009 @ 1:00 p.m.
Last Day to Submit Written Questions	November 10, 2009
Last Day to Issue Addenda	November 13, 2009
Bids Due	November 17, 2009, before 2:00 p.m.

Any questions, interpretations or clarifications, either administrative or technical about this RFB, must be requested in **writing**. All written questions will be answered in writing and conveyed to all vendors. The deadline for written questions will be **Tuesday, November 10, 2009**. Oral statements concerning the meaning or intent of the contents of this RFB by any person are unauthorized and invalid. All questions must be directed, in writing to:

Rick Barton, Project Manager
Kitchell CEM
Fax: 209-729-4029
Email: rbarton@kitchell.com

SUBMISSIONS OF BID

Bids will be accepted on or before the date and time indicated. One original bid and two (1) copy are to be delivered to the Purchasing Office, San Joaquin Delta Community College District, 5151 Pacific Avenue, Stockton, CA 95207.

It is the responsibility of the vendor to see that the bid is received by the proper personnel, at the proper location, and in the time as stated in this RFB. Any bid not meeting these requirements will be disqualified from consideration, whether or not the bids are actually opened at the time specified. The vendor is cautioned that delays caused by the public or private mail systems, the District's mail system, or any other delivery agent will not excuse the vendor from the obligation to submit the bid as required in this paragraph. **LATE BIDS WILL NOT BE ACCEPTED.**

TERMINATION OF CONTRACT

The District may terminate this contract at its option in the event of inability of the Contractor to provide the material required or to provide adequate progress toward completion of the required material or work.

ASSIGNMENT

This contract shall not be assignable in whole or in part without written consent of the District. It is the policy of the District to withhold consent from proposed assignments, subcontracts, or notations when such transfer of responsibility would operate to decrease the District's likelihood of receiving performance on the contract. The District does not normally object to the granting of assignments for financial purposes provided that the original Contractor retains all of its responsibilities and obligations under the contract. In the event of any assignment shall contain a provision that further assignments shall not be made to any third or subsequent party without additional written consent of the District.

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VENDOR'S COST

Costs for developing bids are entirely the responsibility of the vendor and shall not be chargeable to the District.

CANCELLATION

This solicitation does not obligate the District to enter into an agreement. The District retains the right to cancel this RFB at any time, should the project be canceled, should the District lose required funding, or should it be deemed in the best interest of the District. No obligation either expressed or implied, exists on the part of the District to make an award or to pay any cost incurred in the preparation or submission of a bid.

BIDS BECOME THE PROPERTY OF SJDCCD

Bids become the property of the District and information contained therein shall become public documents subject to disclosure laws after Notice of Intent to Award. The District reserves the right to make use of any information or ideas contained in the bid.

DISPOSITION OF BIDS

All materials, ideas, and formats submitted in response to the RFP will become the property of the District on receipt and may be returned only at the District's option at the vendor's expense. One copy shall be retained for official files.

PIGGYBACK PROVISION USE OF CONTRACT BY OTHER AGENCIES

Other public agencies in the State of California may wish to procure items per the terms and conditions as specified in this RFP. Any agencies utilizing this contract would deal directly with the vendor and not through San Joaquin Delta Community College District. Please indicate on the Bid Form, if your company would be willing to extend this contract to other agencies.

NON-ENDORSEMENT

If a bid is accepted, the vendor shall not issue any news releases or other statements pertaining to the award or servicing of the agreement that state or imply the District's endorsement of vendor's services. Any news releases or other statements pertaining to the partnership agreement shall be released only by mutual consent of the partners.

EQUIPMENT

All equipment to be new and latest model in current production. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE OR DISCONTINUED MODELS ARE NOT ACCEPTABLE.

All electrical and mechanical equipment furnished shall comply with the California Administrative Code; Title 8 (Industrial Safety Orders), Title 24 (State Building Standards Law) and Title 17 (Public Health). All electrical equipment furnished shall be grounded, with any exceptions only as approved in the referenced applicable titles.

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AVAILABILITY OF EQUIPMENT AND SOFTWARE

All equipment, software, hardware, and systems specified must be currently available on the open market and readily available for installation.

STANDARDIZATION OF EQUIPMENT

SJDCCD recognizes that there is an on-going changes in the electronics / technology industry as to what will be the worldwide standard device and platform. The vendor chosen will be required to inform SJDCCD at no cost of all hardware and software upgrades provided to meet these standards.

SKILLED LABOR

If skilled labor is involved, Contractor must pay the basic hourly rates for the various trades in accordance with those last approved by the Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1. The wage determinations can be found at <http://www.dir.ca.gov/DLSR/Coverage>

The Department of Industrial Relations has also established that workers who perform certain off-site sheet metal and electrical work be paid the required prevailing wage rate.

GENERAL INSTRUCTIONS AND CONDITIONS FOR SUBMITTING BIDS:

1. Bids shall be signed in ink with the firm's name and by an authorized officer or employee, whose name and title must be typed or printed clearly on the form.
2. Bids should be verified before submission and cannot be withdrawn or modified after being opened. The District will not be responsible for errors or omissions by the bidder on the bid form.
3. If bid is not made, the bid form should be returned with reason stated, otherwise name may be removed from mailing list.
4. The District specifically reserves the right to evaluate, in its absolute discretion, each bid and to judge the representation of the bidder so as to select equipment which will best service the needs of the District, thus insuring that the best interests of the District and its taxpaying public will be served.
5. Bidders may be requested to furnish as references a list of customers who have purchased like equipment in the general area.
6. Changes in or additions to the bid form, alternate bids, or any other modifications of the bid form which are not specifically called for in the bid documents may result in the District's rejection of the bid as not being responsive to the invitation to bid. No oral, telephone, facsimile (fax), e-mail or telegraphic bid or modifications will be considered.
7. The bid submitted must not contain any erasures or other corrections unless each such correction is initialed in the margin immediately opposite the correction by the person or persons signing the bid.
8. Any bidder may withdraw a bid personally or by written request at any time prior to the scheduled closing time for receipt of bids. The provisions of Public Contract Code §5100-5107 shall govern relief measures available to bidders after bids are opened.

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9. If any potential bidder finds discrepancies in or omissions from the bid documents, she/he may submit to the District a written request for clarification or correction. A copy of the request for clarification and the District's response will be mailed to all bidders. Corrections will be made by written addenda issued to each bidder. The District will not be responsible for oral interpretations. All addenda issued during the time of bidding shall be incorporated into the bid.
10. **AWARD OF BID:** The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bid or the bidding and to make its selection of items and quantities awarded based upon its best judgment as to which items substantially comply with the specifications, or which are most economical and/or best suited for the purpose for which they are intended.

The District reserves the right to reject any, all or to make an award on either (a) an all-or-none basis or (b) each item individually, according to funds available.

In the event of equal bids, the District shall give priority to the bidders' location (a) within the State of California, (b) the County of San Joaquin, and (c) prior contract with the District. **All bids shall remain open, valid, irrevocable and subject to acceptance for sixty (60) days after the bid opening date. In case of a bid protest, the bids shall remain open, valid, irrevocable and subject to acceptance for up to ninety (90) days after the bid opening date.**

11. **PRICES:** Bidders shall bid each item separately. Prices must be stated in the units specified. Prices should be quoted net, including any trade discounts, **F.O.B. delivered, all applicable special packaging charges, and installation**, complete in every respect, all in conformity with the specifications. Include the applicable State Sales or Use Tax on bid form. The applicable tax amount will be added to determine the low bidder and to award the bid.
12. **DELIVERY:** Bidder shall bid all items F.O.B. destination to the Receiving Department or any other location specified on the purchase order issued by the San Joaquin Delta Community College District. **EXCEPTIONS MUST BE NOTED ON THE BID FORM.**

The bidder shall indicate in the space provided on the Bid Form the normal delivery lead time after receipt of a purchase order for all items on the bid. Delivery shall not exceed thirty (30) days. **EXCEPTIONS MUST BE NOTED ON THE BID FORM.**
13. **DEFAULT:** In the event a bidder to whom a Purchase Order is awarded fails to perform in accordance with the terms and conditions of this bid, the District reserves the right to cancel outstanding orders and award to the next low responsible bidder without benefit of further bid.
14. **ANTI-DISCRIMINATION:** It is District policy that there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status, and, therefore, each bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act (Government Code §12900) and Labor Code Section 1735. In addition, each bidder agrees to require like compliance by all subcontractors.
15. **BRANDS:** Brand or trade names and/or specifications are given for descriptive purposes to indicate the quality, utility and capabilities desired by the District, but the specification is not intended to restrict competition. Competing brands shall be considered for award provided that the same general quality, utility and capabilities as those specified are available as determined solely by the District. These specifications are not intended to be considered as minimum thresholds that competing brands must meet or exceed unless specifically noted in the specifications as a minimum requirement, but are used to describe the general performance levels or characteristics that the District is interested in acquiring. Bidders should attempt to provide bids that closely approximate the stated specifications, but the District reserves the right to select items that it believes will meet the needs for which the item(s) is/are intended regardless of performance levels or other characteristics. Descriptive information and information fully

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describing any brands offered MUST be submitted with the bid. Failure to submit such information may eliminate that brand from consideration for award.

Each bidder shall indicate, in the space provided on the Bid Form, the brand/manufacturer's name and model/catalog number for each item listed if other than the brand name and model number listed on the bid form. Failure to comply with the requirements of this paragraph shall cause the bid to be considered non-responsive.

16. **INSPECTION AND ACCEPTANCE:** All items provided by the successful bidder under this bid shall meet or exceed the bid specifications upon which the bid was awarded and shall comply with Federal and California State laws governing their production, handling, processing and labeling. Inspection and acceptance of all items shall be at destination. Items found to be defective or not in accordance with the bid specifications shall be replaced by the bidder at no cost to the District. Failure to replace said items shall be considered sufficient cause for default action under the DEFAULT provision of the contract documents.
17. **ASSIGNMENT:** No contract awarded under this bid shall be assigned without the prior written approval of the District.
18. **LIABILITY:** The bidder shall hold the District, its officers, agents servants, and employees harmless from and defend them against liability of any nature or kind whatsoever ,on account of use, in any claim or action brought by the publisher or author, manufacturer or agent, of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under the bid.
19. **DISCOUNTS:** Cash discounts shall be considered in determining the low bid if the discount offered is for a 30-day payment period or longer. Cash discounts for payment period of less than 30 days shall not be considered in determining low bid.
20. **WARRANTY:** The bidder shall include with the bid response the manufacturer's standard written warranty for all items bid.
21. **SAFETY STANDARDS:** All equipment offered must be Underwriters Laboratory approved and meet state, local and OSHA standards for safety.
22. **MISCELLANEOUS:** It is understood that all items furnished as a result of this bid shall consist of new and original components, including all hardware, etc. Used, reconditioned (factory or otherwise), refurbished, remanufactured or any items other than brand new are unacceptable.
23. **COVENANT AGAINST GRATUITIES**
The vendor shall warrant that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the vendor, or any agent or representative of the vendor, to any officer or employee of the District with a view toward securing the contract or securing favorable treatment with respect to any determinations concerning the performance of the contract. For breach or violation of this warranty, the District shall have the right to terminate the contract, either in whole or in part, and any loss or damage sustained by the District in procuring on the open market any items which the vendor agreed to supply shall be borne and paid for by the vendor. The rights and remedies of the District in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.
24. **RIGHTS AND REMEDIES OF DISTRICT FOR DEFAULT**
 - (a) In the event any item furnished by the vendor in the performance of the contract or purchase order should fail to conform to the specifications therefore, or to the sample submitted by the vendor with this bid, the District may reject the same, and it shall thereupon become the duty of the vendor to reclaim and remove the same forthwith, without expense to the District and immediately to replace all such rejected items with others conforming to such specifications or samples, provided that should the vendor fail, neglect or refuse so to do, the District shall

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thereupon have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any moneys due or that may thereafter become due to the vendor the difference between the price named in the contract or purchase order and the actual cost thereof to the District

- (b) In the event the vendor shall fail to make prompt delivery as specified of any item, the same conditions as to the rights of the District to purchase in the open market and to reimbursement set for the above shall apply, except when delivery is delayed by fire, strike, freight embargo, or Act of God or of the government.
 - (c) In the event of the cancellation of the contract or purchase order, either in whole or in part, by the reason of the default or breach thereof by the vendor, any loss or damage sustained by the District in procuring any items which the vendor therein agreed to supply shall be borne and paid for by the vendor.
 - (d) The rights and remedies of the District provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
25. **ACCESSIBILITY:** Vendor hereby warrants that the products or services to be provided under this agreement comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 26, Code of Federal Regulations, part 1194 . Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services which is brought to its attention. Vendor further agrees to indemnify and hold harmless the San Joaquin Delta Community College District and any California Community College using the vendor's products or services from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this agreement.
26. The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in the bids.

END OF GENERAL CONDITIONS

**SAN JOAQUIN DELTA COMMUNITY COLLEGE DISTRICT
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SPECIAL CONDITIONS:

1. All bids shall be sealed and delivered on or before **Tuesday, November 17, 2009** up until 2:00 p.m. to the Purchasing Office, Lower Danner, San Joaquin Delta College, 5151 Pacific Avenue, Stockton, California.

Bids shall be contained in a sealed, opaque envelope with the return address in the upper left-hand corner, addressed as follows:

San Joaquin Delta Community College
Maria Bernardino, Director of Purchasing
5151 Pacific Avenue
Stockton, CA 95207

and with the following notation in the lower left-hand corner:

Sealed Bid Number: **Bid LA-9204-05**
Sealed Bid For: **Atherton Theatre & Tillie Lewis Theatre**
Opening Date: **Tuesday, November 17, 2009 before 2:00 p.m.**

2. All items must be delivered to San Joaquin Delta Community College, Receiving Department, 5151 Pacific Avenue, Stockton, CA 95207 and billed to San Joaquin Delta Community College, Accounts Payable, 5151 Pacific Avenue, Stockton, CA 95207.
3. General questions concerning this bid should be directed to Maria G. Bernardino, Director of Purchasing at (209) 954-5065.

END OF SPECIAL CONDITIONS

**SAN JOAQUIN DELTA COMMUNITY COLLEGE DISTRICT
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TECHNICAL SPECIFICATIONS

1.1 SUMMARY

The project includes the replacement of multiple types of curtains for the existing Atherton Theatre and Tillie Lewis Theatre at the San Joaquin Delta Community College in Stockton, California. The theatres currently have curtains that are at the end of their useful lives and they will need to be replaced in order for production to continue.

1.2 PROJECT SCOPE

1.2.1 The Supplier shall **furnish all new curtains** for both the Atherton Theatre and the Tillie Lewis Theatre as specified in the curtain schedule in section 1.2.3. The sizes and quantities in the curtain schedule are provided for reference. The Supplier shall field verify the quantities and sizes of the curtains prior to the procurement with no additional cost to the owner.

1.2.2 The Supplier shall provide all equipment and tools necessary to access and field verify the quantities and sizes of the curtains.

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1.2.3 Curtain Schedule

***ALL CURTAINS SHALL BE INHERENTLY FIRE RETARDANT (IFR)**

TILLIE LEWIS THEATRE										
ITEM	FURNISHED BY	INSTALLED BY	QTY	UNIT	*DESCRIPTION	SIZE Height (H) X Width (W)	FULLNESS	*MATERIAL	COLOR	NOTES
1	Supplier	Owner	2	Panel	House Curtain (Traveler)	23'H X 26'W	50%	Charisma	Delft Blue	Grom & S-hooks at top on 12" Center, 1/2 Panel Turnback at Center
2	Supplier	Owner	4	Panel	Borders	10'H X 54'W	Flat	Encore - 22oz.	Black	Grom & twill tape ties on 12" Center
3	Supplier	Owner	8	Panel	Legs (4-pair)	25'H X 15'W	Flat	Encore - 22oz.	Black	Grom & twill tape ties on 12" Center
4	Supplier	Owner	2	Panel	Mid Traveler	23'H X 26'W	50%	Encore - 22oz.	Black	Grom & S-hooks at top on 12" Center, 1/2 Panel Turnback at Center
5	Supplier	Owner	4	Panel	Black Cyc	25'H X 22'W	Flat	Encore - 22oz.	Black	Grom & S-hooks at top on 12" Center
6	Supplier	Owner	1	Panel	Black Scrim	28'6"H X 50'W	Flat	Sharkstooth	Black	Seamless, Grom & Twill tape ties on 12" Center, masking flap on back of bottom hem
7	Supplier	Owner	1	Panel	Cyc	28'6"H X 70'W	Flat	Leno	Gray	Seamless, Grom & Twill tape ties on 12" Center, masking flap on back of bottom hem

ATHERTON THEATRE										
ITEM	FURNISHED BY	INSTALLED BY	QTY	UNIT	DESCRIPTION	SIZE Height (H) X Width (W)	FULLNESS	MATERIAL	COLOR	NOTES
1	Supplier	Owner	1	Panel	Valence	12'H X 72'W	50%	Charisma	Ruby	Grom & Twill Tape Ties on 12" Center
2	Supplier	Owner	2	Panel	House Curtain (Traveler)	29'H X 37'W	50%	Charisma	Ruby	Grom & S-hooks at top on 12" Center, 1/2 Panel Turnback @ Center, Fully Lined
3	Supplier	Owner	2	Panel	Act Curtain	30' X 37'W	50%	Charisma	Ruby	Grom & Twill Tape Ties on 12" Center
4	Supplier	Owner	4	Panel	Borders	12'H X 100'W	Flat	Encore - 22oz.	Black	Grom & Twill Tape Ties on 12" Center
5	Supplier	Owner	2	Panel	Legs (On Track)	30'H X 22'W	Flat	Encore - 22oz.	Black	Grom & S-hooks at top on 12" Center
6	Supplier	Owner	4	Panel	Legs	30'H X 18'W	Flat	Encore - 22oz.	Black	Grom & Twill Tape Ties on 12" Center
7	Supplier	Owner	2	Panel	US Legs (On Track)	30'H X 37'W	Flat	Encore - 22oz.	Black	Grom & S-hooks at top on 12" Center
8	Supplier	Owner	2	Panel	Speaker Curtain (Traveler)	29'H X 37'W	50%	Charisma	Ruby	Grom & S-hooks at top on 12" Center, 1/2 Panel Turnback @ Center
9	Supplier	Owner	1	Panel	Scrim	28'6"H X 60'W	Flat	Sharkstooth	Black	Seamless, Grom & Twill Tape Ties on 12" Center, Masking Flap on back of bottom hem
10	Supplier	Owner	4	Panel	Black out Drape	30'H X 30'W	Flat	Encore - 22oz.	Black	Grom & Twill Tape Ties on 12" Center
11	Supplier	Owner	1	Panel	Cyc	31'H X 97'W	Flat	Leno	Gray	Seamless, Grom & Twill Tape Ties on 12" Center, Masking Flap on back of bottom hem
12	Supplier	Owner	16	Panel	Acoustical Drapes	8'H X 41'W	100%	Encore - 22oz.	Cabernet	Grom & S-hooks at top on 12" Center
13	Supplier	Owner	4	Panel	Acoustical Drapes	8'H X 28'W	100%	Encore - 22oz.	Cabernet	Grom & S-hooks at top on 12" Center

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1.3 SUBMITTALS

Unless otherwise specifically provided for in the Curtain Schedule, all workmanship, hardware, materials, and articles incorporated in the work covered by this Contract are to be of the most suitable grade of their respective kinds for the purpose. Samples of all curtains, hardware, and other miscellaneous materials shall be submitted to the Owner through the Owner's Authorized Representative for approval when so directed. Curtains, hardware and other miscellaneous materials furnished without such approval shall be at the risk of subsequent rejection.

1.4 PROJECT SCHEDULE & DELIVERY

The Supplier shall provide a delivery schedule upon the owner's approval of the submittals. The Supplier shall coordinate with the owner to schedule the delivery of all curtains and deliver all curtains to the owner designated location.

1.5 MANDATORY PRE-BID MEETING

A mandatory pre-bid conference and inspection tour for prospective bidders will meet in the Purchasing Office of San Joaquin Delta College Friday, November 6, 2009, at 1:00 p.m. No bid will be considered unless the bidder has attended the pre-bid conference and inspection tour. A valid parking permit is required. A daily parking permit may be purchased at the parking lot for One-Dollar (\$1.00). Any parking related questions should be directed to Campus Police at 209.954.5000.

The bidder shall carefully examine the site for the project and shall investigate and be satisfied as to the conditions to be encountered, the obstacles to be encountered, materials to be furnished, equipment and tools to be provided and as to the requirements of the contract for the project. Any failure by the bidder to acquaint itself with information that is available or with reasonable investigation may be available will not relieve it from responsibility to properly estimate the difficulty or cost to furnish the curtains, hardware and materials.

END OF TECHNICAL SPECIFICATIONS

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ATHERTON THEATRE & TILLIE LEWIS THEATRE DRAPERY REPLACEMENT PROJECT**

BID FORM

The undersigned hereby proposes and agrees, if awarded the contract, to furnish and deliver the goods or services at the price quoted in accordance with all the terms and conditions and specifications herewith set forth. Bidders shall bid a total Base Bid (lump sum) for the complete project as specified. Prices should be quoted net, including any trade discounts, **F.O.B. delivered, all applicable special packaging charges**, complete in every respect, all in conformity with the specifications. The applicable State Sales or Use Tax should be listed separately. The award will be made on the net amount, including sales tax.

Base Bid Amount: To provide the accurate amount of drapery for both Theatres, as specified:

_____ Dollars (\$ _____)

Taxable Base Price	\$ _____
Sales Tax @ 9%	\$ _____
Total Base Bid	\$ _____

Item Availability: _____

Warranty Period: _____

LOW BIDDER SHOULD UNDERSTAND THAT THE COLLEGE RESERVES THE RIGHT TO WAIVE ANY INFORMALITY OR IRREGULARITY ON THE BIDS AND IT FURTHER RESERVES THE RIGHT TO AWARD OR REJECT ANY OR ALL BIDS FOR THE ABOVE MENTIONED PROJECT, ACCORDING TO FUNDS AVAILABLE.

**SAN JOAQUIN DELTA COMMUNITY COLLEGE DISTRICT
BID LA-9204-05
ATHERTON THEATRE & TILLIE LEWIS THEATRE DRAPERY REPLACEMENT PROJECT**

The undersigned acknowledges receipt of Addendum(s) as noted below, which are hereby incorporated in this proposal as part of the contract documents.

Addendum No. _____ Date: _____, 200

Addendum No. _____ Date: _____, 200

Addendum No. _____ Date: _____, 200

Firm Name: _____

Authorized Signature: _____

Print Name and Title: _____

Mailing Address: _____

City/State/Zip: _____

E-mail: _____

Telephone: _____

Fax: _____

Federal Tax Identification Number: _____