NOTICE TO BIDDERS

1. Notice is hereby given that the governing board ("Board") of the Berkeley Unified School District ("District") will receive sealed bids for the following project, Bid No. 901.2501.01, Bid Package ("Project" or "Contract"):

   District Wide Heat Mitigation Project - Group 01

2. The Project consists of but not limited to the following:

   Installation of District Furnished Ceiling Fans

3. To bid on this Project, the Bidder is required to possess one or more of the following State of California contractors' license(s)**:**

   - B- General Building Contractors
   - C-10- Electrical Contractors

   The Bidder's license(s) must remain active and in good standing throughout the term of the Contract.

4. To bid on this Project, the Bidder is required to be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code.

5. Contract Documents & Drawings will be available on or after **February 7, 2025**, for review on the District Website (www.berkeleyschools.net). In addition, Contract Documents may be available for bidders' review at the following builders' exchanges:

   A. Builder's Exchange of Alameda, Santa Clara, Solano-Napa, and Sacramento Counties.

6. Contract Documents are also available for purchase at the District Purchasing Office. 2020 Bonar Street, Berkeley, CA or from ARC Planwell Northern California Planroom Plans are non-refundable.

7. Sealed bids will be received until **2:00 p.m., March 6, 2025**, at the District Facilities Office at 2515 Ninth St. Berkeley, CA 94710 at or after which time the bids will be opened and publicly read aloud. Any bid that is submitted after this time shall be nonresponsive and returned to the bidder. Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code.

8. Pursuant to Public Contract Code section 20111.6, only prequalified bidders will be eligible to submit a bid for contracts $1 million or more using or planning to use state bond funds. Any bid submitted by a bidder who is not prequalified shall be non-responsive and returned unopened to the bidder. Moreover, any bid listing subcontractors holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43 or C-46 licenses, if used, who have not been prequalified, shall be deemed nonresponsive and will not be considered.

9. All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.

10. A bid bond by an admitted surety insurer on the form provided by the District a cashier's check or a certified check, drawn to the order of the Berkeley Unified School District, in the amount of ten percent (10%) of the total bid price, shall accompany the Bid Form and Proposal, as a guarantee that the Bidder will, within seven (7) calendar days after the date of the Notice of Award, enter into a contract with the District for the performance of the services as stipulated in the bid.

11. A mandatory pre-bid conference will be held on **February 19, 2025, at 2:00 p.m. at 1231 Addison St., Berkeley, California**. Failure to attend or tardiness will render bid ineligible. An optional site walk will be conducted immediately following the pre-bid conference at Oxford Elementary, 1222 University Ave. Berkeley, CA 94702. Additional site walks may be offered, pending requests.

12. The successful Bidder shall be required to furnish a 100% Performance Bond and a 100% Payment Bond if it is awarded the Contract for the Work.

13. The successful Bidder may substitute securities for any monies withheld by the District to ensure performance under the Contract, in accordance with the provisions of section 22300 of the Public Contract Code.

14. The successful bidder will be required to certify that it either meets the Disabled Veteran Business Enterprise ("DVBE") goal of three percent (3%) participation or made a good faith effort to solicit DVBE participation in this Contract if it is awarded the Contract for the Work.

15. The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to section 1770 et seq. of the California Labor Code. Prevailing wage rates are also available from the District or on the Internet at: <http://www.dir.ca.gov>.

16. This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and subject to the requirements of Title 8 of the California Code of Regulations. The successful Bidder shall comply with all requirements of Division 2, Part 7, Chapter 1, Articles 1-5 of the Labor Code.

17. The District has entered into a Project Labor Agreement that is applicable to this Project. The successful bidder and all subcontractors will be required to agree to be bound by the Project Labor Agreement.

18. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on:

    A. The base bid amount only.

[OR]

B. The base bid amount plus the following alternates:

[AS EXAMPLES ONLY: "all alternates;" or "additive alternate no. 1 only."**]**

19. The Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. If the District awards the Contract, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

END OF DOCUMENT