

## INSTRUCTIONS / INFORMATION FOR BIDDERS

### 1. **PREPARATIONS AND SUBMISSION OF BID**

Sealed bids must be presented on the forms included in the Contract Documents and must be submitted at such time and place as is stated in the Notice Inviting Bids. All blanks in the Contract Documents must be appropriately filled in. They must be in ink, computer generated, or typewritten.

Quote on each item separately. Prices must be stated in units specified herein. Each item must be considered separately and not in combination with other items unless otherwise specified in Contract Documents by the Owner. In case of error, hourly rates and unit prices will govern and extensions will be corrected. Sales tax shall not be included in the bid prices.

All bids shall be submitted in sealed envelopes bearing on the outside the name of the Vendor and the name of the project for which the bid is submitted. It is the sole responsibility of the Vendor to see that his/her bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the Vendor unopened.

There is only one (1) bid package numbered [WSH14-02A](#) for this project.

### 2. **ERASURES, INCONSISTENT OR ILLEGIBLE BIDS**

The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the persons signing the proposal. In the event of inconsistency between words and figures in the bid price, words shall control figures. In the event that the Owner determines that any bid is unintelligible, inconsistent or ambiguous, the Owner may reject such bid as not being responsive to the invitation to bid.

### 3. **MODIFICATIONS**

Changes in or additions to the Contract Documents, recapitulations of the work bid upon, alternative bids, or any other modification of the bid form that is not specifically called for in the Contract Documents may result in the Owner's rejection of the bid as not being responsive to the invitation to bid. No oral or telephonic modification of any bid will be considered, and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the Vendor was placed in the mail prior to the opening of bids.

## 4. **PRICES**

Vendors must quote prices F. O. B. the Owner premises receiving location(s) unless otherwise noted. Prices should be stated in the units specified and Vendors should quote each item separately. The Owner will not pay shipping and handling charges.

Quoted prices must stay in effect for one (1) year after award of bid and may be extended upon mutual consent of Owner and Vendor for an additional four (4) one year periods in accordance with provisions contained in the Education Code, Section 17596. Adjustments to pricing will be negotiable and limited to the appropriate Consumer Products Index (CPI). Increases are not automatic and must be submitted in writing to the Director of Purchasing and Warehouse by [January 3rd](#) of every year to become effective on the anniversary date of the contract on [April 3rd](#). Increases may not exceed the percentage increase for the most current 12 month CPI indicated. In the event of a general price decrease the Owner reserves the right to revoke the Contract award unless the decrease is passed on to the Owner.

## 5. **PROPERTY**

The successful Vendor shall be responsible for the freestanding furniture, boxed Owner belongings, electronic equipment, artwork, and all other items when they are released by the Owner to the Vendor for performance under the Contract. The Vendor shall protect all surfaces (walls, floors, elevators, etc.) from damage by providing adequate building protection until services are complete. The Vendor is responsible for removing any building protection materials. The Vendor shall assist the Owner in developing packing, tagging and numbering procedures and in coordinating the delivery of boxes, packing, and tagging at no additional cost to the Owner. If requested, computer equipment shall be transported to protect from damage, moisture, dust and shock related movement.

## 6. **TRANSPORTATION AND TITLE**

Title to the goods will pass to the Owner upon receipt and acceptance at the destination. Until acceptance the Vendor retains the sole insurable interest in the goods.

## 7. **INSPECTIONS AND TESTING**

The Owner shall have the right to expedite, inspect and test any of the goods or work covered by this solicitation. All goods or services are subject to the Owner's inspection and approval upon arrival or completion. If rejected, they will be held for disposal at the Vendor's risk. Such inspection, or the waiver thereof, however, will not relieve the Vendor from

full responsibility for furnishing goods or work conforming to the requirements of this solicitation, and will not prejudice any claim, right or privilege the Owner may have because of the use of defective or unsatisfactory goods or work.

**8. STOP WORK ORDER**

The Owner may at any time by written notice to the Vendor stop all or any part of the work for this RFP award. Upon receiving such notice, the Vendor will take all reasonable steps to minimize additional costs during the period of work stoppage.

**9. RISK OF LOSS**

The Vendor assumes the following risks (1) all risks of loss or damage to all goods, work in progress, materials and equipment until the delivery thereof (2) all risks of loss and damage to third persons and their property until the delivery of all goods (3) all risks of loss or damage to any property received by the Vendor or held by the Vendor or its suppliers for the account of the Owner, until such property has been delivered to the Owner; (4) all risks of loss and damage to any of the goods or part thereof rejected by the Owner, from the time of shipment thereof to Vendor until redelivery thereof to the Owner.

**10. QUANTITIES**

The quantities shown on the quotation sheet are approximations only and have been based on Owner averages of past moving service expenditures. They are presented only as historical data to help Vendor evaluate potential scope of work. Labor and packing materials will be ordered on as-needed basis. The Owner reserves the right to increase or decrease quantities as required.

**11. BID PROPOSAL FORM**

Bids must be made on the Quotation Sheets included in the project manual along with the Bid Proposal Form. 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 forms should be without interlineations, alterations, or erasures.

**12. SIGNATURE**

The bid must be signed in the name of the Vendor and must bear the signature in longhand of the person or persons duly authorized to sign the bid on behalf of the Vendor.

**13. IDENTIFICATION OF VENDOR**

Each bid must give the full business address of the Vendor and must be signed by the Vendor 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.

**14. CONTRACTOR'S LICENSE & DEBARMENT**

Each Vendor shall have a valid business license, an operating permit issued by the California Public Utilities Commission and an active Carrier's Household Goods Permit. If, at the time the bid is submitted, Vendor is not licensed to perform the services in accordance with these requirements, such bid will be deemed non-responsive and will not be considered.

Vendor may not have been barred from bidding on, or accepting or performing any public works contracts, either as a contractor or subcontractor for the period from the bid date through the duration of the contract.

**15. LISTING SUBCONTRACTORS-NOT APPLICABLE**

**16. NON COLLUSION AFFIDAVIT**

Vendors on all public works contracts are required to submit a Non-Collusion Affidavit with their bid. This Affidavit is made part of the proposal form of the bid package and must be dated and signed under the penalty of perjury.

**17. PREVAILING WAGES - NOT APPLICABLE**

**18. DISABLED VETERANS BUSINESS ENTERPRISE (DVBE)**

This is a State Allocation Board (SAB) funded project and, as a result, contract awards must be made in accordance with SAB regulations. The SAB requires that, if possible, all contracts awarded have participation goals of not less than 3 percent for Disabled Veteran Business Enterprises (DVBE) as defined in Public Contract Code Sections 10115 through

10115.15. Alternatively, if the DVBE goals cannot be met, vendor must provide documentary evidence of a "good faith" effort to meet the goals. "Good faith" is defined in Public Contracts Code, Section 10115.2. Vendors are responsible for knowing and understanding all requirements for DVBE participation. Vendors should obtain the DVBE information and forms package for compliance with this requirement at the State of California, Department of General Services (DGS) Website: <http://www.pd.dgs.ca.gov/smbus/default.htm>.

The Owner has a policy to obtain Disabled Veterans Business Enterprises (DVBE) participation for this project. All Vendors are required to comply, execute, and submit with the bid, a fully executed DVBE Participation Statement Declaration of Compliance with California DVBE Program Requirements in the form provided no later than 48 hours after bid opening. Vendor may also, upon request, be required to prepare, maintain, and submit additional documentary evidence of the good faith effort.

## **19. BID SECURITY**

Each bid must be accompanied by a cashier's check payable to the Owner or a satisfactory bid bond in favor of the Owner, executed by the Vendor as principal and with a satisfactory surety company as surety, in an amount of two thousand dollars (\$2,000). The check or bid bond shall be given as a guarantee that the Vendor will execute the contract if it is awarded to him/her in conformity with the Contract Documents and that the Vendor will provide the required documents, including but not limited to, the executed Contract, Prime Contractor's Certificate Regarding Workers' Compensation, and Certificates of Insurance as specified within seven (7) days after notification of the award of the Contract to the Vendor. In the event that an award is made to Vendor and such Vendor fails or refuses to execute the Contract and provide the required documents, said security shall be forfeited to the Owner as liquidated damages.

## **20. BID DEPOSIT RETURN**

Bid deposits of three or more low bidders, the number being at the sole discretion of the Owner, will be held until successful bidder(s) post the bonds and certificates of insurance required and until successful bidder(s) return of executed copies of the appropriate Contract form. Upon receipt of such items, Owner will return the bid deposits. In no event will bid deposits be held more than forty-five (45) days beyond award or ninety (90) days beyond bid opening, whichever occurs first.

**21. FORFEITURE FOR FAILURE TO EXECUTE CONTRACT**

In the event the Vendor to whom an award is made fails or refuses to execute the Contract within seven (7) calendar days from the date of receiving notification that he is the vendor to whom the Contract is awarded, the Owner may declare the Vendor's bid deposit or bond forfeited as liquidated damages caused by the failure of the Vendor to enter into the Contract and may award the work to the next lowest Vendor, or may call for new bids.

**22. VENDOR'S INTEREST 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 for the same work unless alternate bids are specifically called for.

**23. WITHDRAWAL OF PROPOSALS**

Any Vendor may withdraw his/her bid in person only prior to the scheduled closing time for the receipt of bids. Bids may not be withdrawn for a period of ninety (90) days after the opening of bids. A successful Vendor shall not be relieved of the bid submitted without the Owner's consent.

**24. ADDENDA TO THE DOCUMENTS**

The Owner reserves the right to issue such addenda to the documents, as it may desire at any time prior to the time fixed for receiving bids. A copy of all such addenda will be posted on the Owner's website. It is the responsibility of each Vendor to check the website 72 hours prior to the bid deadline and verify that all Addenda have been incorporated into the Vendor's Prime Contractor Proposal. The number and date of each addendum shall be listed on the Prime Contractor's Proposal in the space provided.

**25. DRAWINGS AND SPECIFICATIONS**

All copies of the plans and specifications are the property of the Owner. Vendors may obtain project manuals as specified in the Notice Inviting Bids.

**26. GRATUITIES**

Vendors shall not provide, offer, imply or otherwise extend any gratuities, including cash, gifts, services, allowances, or enticements in any manner or form, to officers, employees, students, or representatives of the Owner.

**27. SAFETY**

The Vendor and its employees are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health standards and any other applicable rules and regulations. The Vendor shall be held responsible for the safety of its employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

**28. DELIVERY OF REQUIRED CONTRACT DOCUMENTS**

Unless otherwise specified, the successful Vendor shall, within ten (10) calendar days after notice by the Owner, sign and deliver to the Owner all certificates of insurance, and other required contract documents. In the event the Vendor to whom an award is made, fails or refuses to deliver such documents, the Owner may declare the Vendor's bid deposit or bond forfeited as damages, and may award the work to the next lowest responsible vendor, or may reject all bids and call for new bids.

**29. EXAMINATION OF SITE AND CONTRACT DOCUMENTS**

Each vendor may visit the Owner premises and fully acquaint himself/herself with the conditions relating to the services required so that he/she may fully understand the facilities, difficulties, and restrictions attending the execution of the work under the Contract. The failure or omission of any Vendor to receive or examine any Contract Document, form, instrument, addendum, or other document or to visit the sites and acquaint himself/herself with conditions there existing shall not relieve any Vendor from any obligation with respect to his/her bid or to the Contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

**30. PREFERENCE FOR MATERIALS**

Requests for product deviation must be made to the Owner prior to the bid opening. Upon Owner's request, samples of the products being proposed shall be furnished to the Owner at no charge. The award decision of the Owner shall be based on suitability of product for the purpose which it is being purchased, and compliance with all proposal specifications listed herein. The decision of the Owner shall be final.



## 31. **BID NEGOTIATIONS**

A bid response to a specific item of this bid with terms such as “negotiable”, “will negotiate”, or similar, will be considered nonresponsive to the specific item.

## 32. **INTERPRETATION OF DOCUMENTS**

Any questions relative to this solicitation should be directed, in writing, to [Director of Purchasing and Warehouse, Leigh Hansen](#). The Vendor may submit a written request for an interpretation or correction. The deadline for submitting questions or requests for clarification relative to this bid is [2 PM, Monday, March 17, 2014](#). Requests are to be emailed to [Lhansen@hartdistrict.org](mailto:Lhansen@hartdistrict.org). Include in the subject line [WSH14-02A Question](#). The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of the Contract Documents. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any vendor, and no vendor is authorized to rely on any such unauthorized oral interpretation. Vendors shall not contact any other employee, officer, or representative of the District regarding this solicitation.

## 33. **ALTERNATES**

If alternate bids are called for, Vendor acknowledges the Owner may award the Contract to the responsible vendor submitting the lowest responsive bid. The Owner reserves the right to include or not include any, all or none of any alternates in the award.

## 34. **REFERENCES**

All vendors must include a list of references when submitting their bids. References are to be listed on the reference form included in the Required Bid Forms section of the bid package.

## 35. **EVIDENCE OF RESPONSIBILITY**

Upon the request of the Owner, a vendor whose bid is under consideration for the award of the Contract shall submit promptly to the Owner satisfactory evidence showing the Vendor's financial resources, his/her moving services experience, and his/her organization and equipment available for the performance of the Contract. The determination of whether a vendor possesses sufficient responsibility to successfully complete the Contract in the time required shall be made in the sole



discretion of the Owner. Evidence of non-responsibility shall be grounds for rejection of the bid.

**36. COMPLIANCE WITH GOVERNMENT CODE**

Vendors shall strictly observe the requirements of California Government Code Sections 1090 and 1091 in submitting a bid upon this Contract.

**37. COMPLIANCE WITH IMMIGRATION LAWS**

The Owner is committed to ensuring that each vendor providing services and/or products to the Owner is in full compliance with certain federal immigration laws relating to the eligibility of the vendor's employees to work in the United States. Each vendor that submits a bid to the Owner must certify that it has and will comply with such laws by completing, signing, and submitting with its bid the Certification of Compliance with Immigration Laws form included in the Request for Bids. The Owner shall reject as non-responsive the bid of any vendor that: (i) does not certify that it is in full compliance with such immigration laws; or (ii) fails to submit the Certification of Compliance with Immigration Laws form in accordance with the requirements set forth in this paragraph.

**38. SMALL BUSINESS PREFERENCE**

As authorized by Public Contract Code Section 2002, the Owner has elected to grant a preference to small businesses for purposes of determining the vendor, if any, entitled to award of a contract for the Project. The preference will be calculated as 5% of the lowest responsive bid submitted by a responsible bidder, if such bidder is not itself a small business (the "Low Bid"). The preference shall be applied solely for purposes of determining the bidder, if any, to which the District shall award a contract for the Project, and any contract awarded for the Project shall be for the actual amount specified in that bidder's bid.

If, after deducting the 5% preference from the bid amount submitted by small businesses, any one or more small business have submitted net bid amounts that are equal to or less than the Low Bid, the District will award the contract for the Project, if at all, to the small business that submitted the lowest of such net bid amounts or, if two or more of such small businesses have the same net bid amount (i.e., equal bids), the District will award the contract for the Project, if at all, to one of those small businesses selected by some random-chance method as determined by the District.

In order to qualify as a small business for purposes of such 5% preference, the bidder must either (1) be certified by the California Department of General Services as a "small business enterprise" in accordance with Government Code Section 14835 *et seq.* or (2) satisfy

the following requirements: (i) it must be independently owned and operated (i.e., not an affiliate or subsidiary of another company); (ii) its principal office must be located in California; (iii) its owners (or, if it is a corporation, its officers) must be domiciled in California; and (iv) it must have 50 or fewer employees.

Each bidder must certify whether it is a small business for purposes of such preference by completing, signing and submitting, with its bid, the Small Business Status Certification form included in the Bid Forms. Each bidder must submit the executed certification form regardless of whether the bidder qualifies as a small business for purposes of the 5% preference.

## **39. OWNER'S RESERVATION OF RIGHTS; AWARD OF CONTRACT**

The Owner reserves the right to reject any or all bids, or to waive any or all irregularities or informalities in any bids or in the bidding.

## **40. REJECTION OF BIDS**

The Owner reserves the right to reject any or all bids, or any portion or combination thereof, or award on the basis of the total bid.

## **41. AMENDMENTS**

The terms and conditions contained in the Notice Inviting Bids, Bid Proposal Form, Instructions to Bidders, General Conditions, Scope of Work, and Contract herein may be amended or modified only with the prior written approval of the Owner.

Any addenda or bulletins issued during the time of bidding shall constitute a part of the contract documents issued to vendors for the preparation of their bids.

## **42. WORKERS' COMPENSATION**

In accordance with the provisions of California Labor Code Section 3700, Vendor shall secure the payment of compensation to his /her employees. Vendor shall sign and file with Owner the following certificate before performing the work under this Contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance according to the provisions of the code, and I will comply with such provisions before starting the work of this contract." The form of such certificate is included in and made part of the Contract.

**43. ANTI-DISCRIMINATION**

It is the policy of the Owner that in connection with all work performed under this Contract, 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, marital status, physical disability, mental disability, or medical condition. The Vendor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code, Section 12900, and Labor Code, Section 1735 and the American with Disabilities Act, 42 U.S.C. and 12101, et seq.

**44. CONTRACT, BONDS AND CERTIFICATE OF INSURANCE**

The Contract form that the successful vendor, as Vendor, will be required to execute, and the forms that he/she will be required to furnish at the time of execution of the Contract, are included in the Contract Documents and shall be carefully examined by the Vendor.

**45. NONCOLLUSION AFFIDAVIT**

All participants submitting a bid in response to the Notice Inviting Bids are required to sign the Noncollusion Affidavit contained herein and submit it with the bid proposal.

**46. DRUG-FREE WORKPLACE**

The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the Vendor or grantee may be subject to debarment from future contracting, if the Owner determines that specified acts have occurred.

**47. INSURANCE AND INDEMNIFICATION**

Prior to commencing the work, the successful vendor will be required, at his expense, to provide and maintain for the duration of the Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work by the Vendor, his agents, representatives, or employees. Such insurance shall meet at least the minimum levels of coverage outlined in the bid documents (General Conditions). The insurance must be "occurrence" type. "Claims made" type will not be acceptable.

The Vendor agrees to indemnify and save harmless the Owner, its officers, agents and employees from and against any and all claims and liabilities for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the Vendor, its agents, employees, or representatives, or are arising from any vendor furnished goods or services, except to the extent that such damage is due solely and directly to the negligence of the Owner. The Vendor will carry all insurances as outlined in the Contract, including contractual and product liability coverage. The Vendor will, prior to commencing work supply certificates evidencing such coverage.

## **48. COMMUNICATIONS**

The Vendor awarded this Contract shall provide contact name, address, telephone number, fax number and an e-mail address at their primary place of business and jobsite.

Formal notices, demands, and communication to be given hereunder by either party shall be in writing and shall be delivered in person, by U.S. mail, or electronically, and shall be deemed received as of date of verifiable delivery. "Verifiable delivery" of electronic transmissions shall mean email Delivery Status Notifications and fax Transmit Confirmation Reports, or their equivalents.

Such notices, demands, or communication directed to the Owner shall be addressed as indicated below.

Wm. S. Hart Union High School District  
Director of Purchasing and Warehouse - Leigh Hansen  
21380 Centre Pointe Parkway  
Santa Clarita, CA 91350

[Lhansen@hartdistrict.org](mailto:Lhansen@hartdistrict.org)

Fax (661) 255-0418

## **49. FINGERPRINTING**

All vendors will be required to comply with the provisions of Education Code, Sections 45125.1 *et seq.* regarding Pupil Safety/Fingerprinting. Prior to the Contract award by the Board of Trustees, the Vendor shall either certify to the Owner that it has complied with the provisions of Education Code Section 45125.1 or seek a waiver from those provisions on the grounds set forth in Section 45121.2 (a)(1) and (2) or that Vendor and its employees will have no contact with school pupils. No waiver will be granted under Education Code Section 45121.1(a)(3). The Owner,

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within its sole discretion, will decide whether a waiver is appropriate. Denial of a waiver shall not be grounds for a claim for additional compensation or delay.

Prior to the Contract award by the Board of Trustees, Vendor shall submit the Contractor Certification, in the form provided by the Owner, certifying compliance with this requirement.