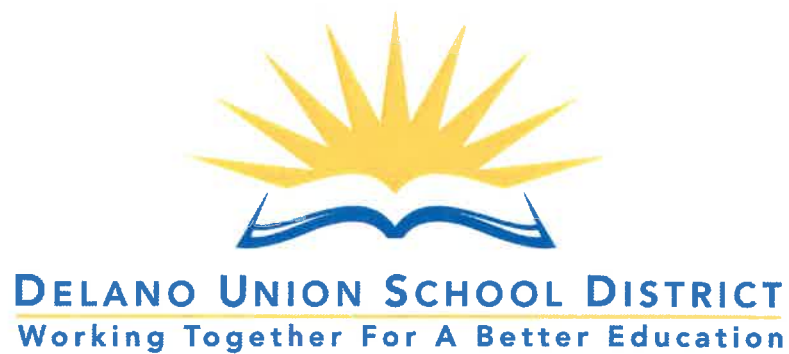


Bid #2024-006

Classroom Furniture



Bid Issue Date: June 3, 2024

**Delano Union School District
Business Services
1405 12th Ave.
Delano, California 93215
(661) 721-5000, ext. 00125**

NOTICE TO BIDDERS

**Bid #2024-006
Classroom Furniture**

The Delano Union School District is accepting bids for food service vehicles.

Bids must be received prior to **1:00PM on June 24 , 2024**. Bids must be submitted in a sealed envelope, marked with the Bid number and title, and returned to Delano Union School District, Business Services, 1405 12th Avenue, Delano, California, 93215.

Bids received later than the designated time and specified date will be returned to the bidder unopened. Facsimile (FAX) copies of the proposal will not be accepted.

Bids will be opened at 1:00PM on June 24, 2024, at the Delano Union School District Office, 1405 12th Avenue, Delano, CA 93215. The District reserves the right to accept or reject any or all bid or any combination thereof and to waive any informality in the bidding process.

Copies of the bid documents may be obtained from **Delano Union School District, Business Services, 1405 12th Avenue, Delano, California, 93215**, or at www.duesd.org

Refer any questions to: Sandra Rivera, email: srivera@duesd.org or 661-721-5000, ext. 00125.

Published:
June 3, 2024
June 10, 2024

BIDDER INFORMATION SHEET

Attention: Sandra M. Rivera, Assistant Superintendent of Business Services

Email: srivera@duesd.org

Re: Notice to Bidders #2024-006 Classroom Furniture

Delano Union School District Bids are available online. If you download a Bid, you are required to email the following information to srivera@duesd.org so that you may be added to the bidders list to receive Addenda.

Name: _____

Title: _____

Organization: _____

Street Address: _____

City: _____

State/Zip Code: _____

Work Phone: _____

Fax: _____

Email: _____

If you have any questions, please email srivera@duesd.org.

1. INTRODUCTION

The Delano Union School District ("Owner") is seeking bids from vendors interested in providing Food Service Vehicles as specified in Exhibit A- Scope of Work.

2. FORM AND DELIVERY OF BIDS

Bids must be received prior to **1:00PM on June 24, 2024**. Bids must be submitted in a sealed envelope, marked with the Bid number and title, and returned to the Delano Union School District, Business Services, 1405 12th Avenue, Delano, California, 93215.

It is the bidder's sole responsibility to ensure that its bid is received before the bid deadline. In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

Bids shall be submitted on the prescribed Bid Form, completed in full. The bid must conform to and be responsive to all Contract Documents. All bid items shall be properly and legibly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and figures, the words shall govern. The signatures of all persons shall be in longhand. Prices, working and notations must be in ink or typewritten.

It is the District's Intent to award this Bid by line item and the contract will be awarded for a term of six (6) months. By submitting your response, if awarded only a portion of the bid, you are agreeing to provide those line items to the district, at the prices quoted, through the end of the contract term.

All items must be quoted with coordinated delivery, set in place, F.O.B Delano Union School District to the specified school location.

Non-responsive bids will not be evaluated. Bidders are advised to be careful not to make any changes or mistakes as any material alteration to the form or intent of the bid shall be, at the sole discretion of the District, grounds for disqualification of the bid. If there are any questions regarding the intent of a given requirement, we strongly recommend that you request clarification. All questions should be submitted to srivera@duesd.org by 1:00PM on June 17, 2024. Answers will be emailed to ALL bidders that have submitted a Bidder Information Sheet (Page 3 of Bid Packet).

The District may modify the bid, any of the submittal dates, or any of its contents or attachments, prior to the date fixed for submission of bid by issuance of addendum to all parties who have been furnished the bid. Addenda will be numbered consecutively. All bidders shall receive notice of amendments electronically.

3. CONTRACT PERIOD

The contract term is six (6) months. All equipment purchased through award of the bid will be encumbered by September 30, 2024 and must be received no later than November 15, 2024.

The successful bidder shall not be held responsible for delays in performance of the contract caused by strikes, lockouts, labor disturbances, lack of our failure by transportation, acts of the government or other causes similar to the foregoing which are beyond the control of and not the fault of the bidder; provided however, that whenever the bidder shall claim that delays are due to any of all of the above-named causes he shall within five (5) days after the occurrence of existing cause or causes of delay, request extension of time from the Governing Board of the District; such request shall be in writing and shall state in detail the reason or reasons why the said cause or causes of delay will prevent timely delivery. If the Governing Board finds that an extension of time equal to the delay resulting from such cause or causes creates a hardship for the district, the Governing Board may, at its option, rescind the contract. Delays due to supply issues are not acceptable.

4. SIGNATURE

All the various times such documents are required to be submitted, the Bid Form, all required bonds, all Information Required of Bidder or prequalification forms, Workers' Compensation Certificate, Drug-Free Workplace Certification, the Purchase Contract, and all Guarantees must be signed in the name of the bidder and must bear the signature of the person or persons duly authorized to sign these documents. Where indicated, if bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from among the chairman of the board, president or vice president, and one from among the secretary, chief financial officer, or assistant treasurer. Alternatively, the signature of other authorized officers or agents may be affixed, if duly authorized by the corporation. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. Where indicated, if bidder is a joint venture or partnership, the bidder shall submit with the bid certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who (1) shall be the agent of the joint venture or partnership, (2) shall sign all necessary documents for the joint venture or partnership and, (3) should the joint venture or partnership be the successful bidder, shall act in all matters relative to the resulting contract for the joint venture or partnership. If bidder is an individual, his/her signature shall be placed on such documents.

5. MODIFICATIONS

Changes in or additions to any of the bid documents, the summary of the work bid upon, or the alternative proposals, or any other modifications which are not specifically called for by the Owner, may result in the Owner's rejection of the bid as not being responsive. No oral or telephonic modification of any bid will be considered. However, prior to the

opening of bids, a telegraphic modification signed by the bidder and postmarked and received prior to the opening of bids, may be considered if included with a sealed bid.

6. ERASURES, INCONSISTENT, OR ILLEGIBLE BIDS

The bid submitted must not contain any erasures, interlineations, or other corrections unless each correction creates no inconsistency and is suitably authenticated and noted by signature of the bidder. In the event of inconsistency between words and figures in the bid, the words shall govern. In the event the District determines that any bid is unintelligible, illegible, or ambiguous, the Owner may reject the bid as not being responsive.

7. EXAMINATION OF CONTRACT DOCUMENTS

At its own expense and prior to submitting bids, each bidder shall examine all documents relating to the project, visit the site, if applicable, and determine the local conditions which may in any way affect the performance of the work, including the general prevailing rate of per diem wages and other relevant cost factors. Each bidder shall be familiar with all federal, state, and local laws, ordinances, rules, regulations, and codes affecting the performance of the work, including the cost of permits and licenses required for the work.

8. WITHDRAWAL OF BIDS

Any bid may be withdrawn, either personally, by written request, or by telegraphic or facsimile request confirmed in the manner specified above for bid modifications, at any time prior to the scheduled closing time for receipt of bids. No bidder may withdraw any bid for a period of 60 days after the award of the contract.

9. AGREEMENT AND BONDS

The Purchase Contract and, if applicable, the form of bonds which the successful bidder as Contractor will be required to execute are included in the Contract Documents and should be carefully examined by the bidder. If applicable, sufficient bonds shall be fully executed and returned to Owner with the Purchase Contract.

10. INTERPRETATION OF CONTRACT DOCUMENTS

If any bidder is in doubt as to the true meaning of any part of the Contract Documents, or finds discrepancies in or omissions from the drawings and specifications, a written request for an interpretation or correction shall be submitted to the Owner. The bidder submitting the written request shall be responsible for its prompt delivery. Any interpretation or correction of the Contract Documents will be made only by addendum

issued by the Owner, and a copy of any addendum will be hand-delivered, mailed, or faxed to each bidder known to have received a set of Contract Documents. No person is authorized to make any oral interpretation of any provision in the Contract Documents, nor shall any oral interpretation be binding by the Owner. If there are discrepancies on specifications, or conflicts between specification, terms or conditions, the interpretation of the Owner shall prevail. Bidder shall become familiar with the plans, specification, and drawings.

SUBMISSION OF A BID WITHOUT REQUESTING CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE PLANS, SPECIFICATIONS, AND DRAWINGS ARE SUFFICIENT FOR BIDDING AND COMPLETING THE WORK, THAT BIDDER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE WORK IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS, AND DRAWINGS, AND THAT THE PLANS, SPECIFICATIONS, AND DRAWINGS FALL WITHIN AN ACCEPTABLE STANDARD FOR THESE ITEMS, AND THAT BIDDER AGREES THAT THE PROJECT CAN AND WILL BE COMPLETED ACCORDING TO THE OWNER'S TIMELINES FOR DELIVERY OF THE ITEMS.

11. BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm, or corporation shall be allowed to make of file or be interested in more than one bid for the same work unless alternate bids are specifically called for by the Owner. A person, firm, or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not disqualified from submitting a proposal or quoting process to other bidders or submitting a bid on the project.

12. AWARD OF CONTRACT

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

(b) If made by the Owner, award of the contract will be by action of the governing board or other governing body to the lowest responsive and responsible bidder by line item. In the event an award of the contract is made to a bidder and that bidder fails or refuses to execute the Purchase Contract and provide the required documents within the time required, the Owner may award the contract to the next lowest responsive and responsible bidder or release all bidders. An election by the Owner to reject all bids does not release the bid security of any bidder who has previously been awarded the contract and failed or refused to execute the Purchase Contract and provide the required documents.

(c) In ascertaining the low bidder, the bids will be examined without reference to any substitutions requested by any bidder, whether or not the substitution request would result in a modification of the contract price.

(d) Bidders may elect to bid on any item or all items on this bid. "ALL OR NOTHING" BIDS WILL NOT BE ACCEPTED.

13. PUBLIC CONTRACT CODE SECTION 20111.5 PREQUALIFICATION OF BIDDERS

Prequalification is not required to bid on this project. Bidders must complete and submit with their bids the Information Required of Bidders Form that is included in the bid documents by the Owner.

14. COMPETENCY OF BIDDERS

In selecting the lowest responsive and responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for performance of the work. By submitting a bid, each bidder agrees that in determining the successful bidder and its eligibility for the award, the Owner may consider the bidder's experience, facilities, conduct, and performance under other contracts, financial condition, reputation in the industry, and other factors relating to or which could affect the bidder's performance of the project. To this end, where bidders are not required to prequalify, the Owner may require that each bid be supported by a statement of the bidder's experience.

The Owner may also consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish principal items of material and equipment) proposed for those portions of the work. Operating costs, maintenance considerations, performance data, and guarantees of materials and equipment may also be considered by the Owner. In this regard, the Owner may conduct such investigations as the Owner deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications, and financial ability of the bidder, proposed subcontractors, and other persons and organizations to do the work to the Owner's satisfaction within the prescribed time. The Owner reserves the right to reject the bid of any bidder who does not pass any such evaluation to the satisfaction of the Owner or, in the Owner's sole discretion, to permit substitution of subcontractor(s) found non-responsible.

15. WORKERS' COMPENSATION

In accordance with the provisions of Labor Code Section 3700, the successful bidder shall secure the payment of compensation to all employees. The successful bidder awarded the contract shall sign and file with the Owner, at the time of returning the

executed Purchase Contract, the Workers' Compensation Certificate which is included as part of the Contract Documents.

16. ANTI-DISCRIMINATION; COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

It is the policy of the Owner that in all work performed under contracts there be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, sexual orientation, gender identity, physical disability, mental disability, or medical condition. The successful bidder agrees to comply with applicable federal and state laws, including but not limited to the California Fair Employment and Housing Act, beginning with Government Code Section 12900, and Labor Code Section 1735. In addition, the successful bidder agrees to require like compliance by any subcontractors employed on the work by that bidder.

The Bidder certifies it is an Equal Opportunity Employer, a provider of services and/or assistance, and is in compliance with the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended, and Executive Orders 11246 and 11375.

Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this agreement in a manner that complies with the ADA and any all other federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agree that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this agreement.

17. HOLD HARMLESS

The successful bidder awarded the contract shall hold harmless and indemnify various parties as more clearly set forth elsewhere in the Contract Documents.

18. SUBSTITUTIONS

- (a) All bids should be calculated and submitted on the project as described in the bid documents, and on the assumption that substitution requests submitted with the bid will not be approved. Notwithstanding the foregoing, substitution requests submitted with bids will be given due consideration and adjustments to

the contract, which may include adjustment to contract price, will be contained in a change order should the request be approved. Bidders not desiring to bid without prior approval of a proposed substitution should follow the procedure contained in this section for pre-bid review of proposed substitutions.

(b) Should the bidder wish to request prior to bid opening any substitution for the specified materials, process, service, or equipment, the bidder shall submit a written request at least seven (7) working days before the bid opening date and time. Bidders must furnish complete specifications of each item and, if requested to do so, a sample of the item proposed, at no cost or obligation to the District, for the purpose of testing and evaluation. If the requested substitution is acceptable, the Owner will approve it in an addendum issued to all bidders of record, not less than two (2) working days prior to bid opening. Samples will be returned to the vendor after the award of bid has been made. Bidder is responsible for all cost of samples and freight, including return service. Requests received less than seven (7) working days prior to bid opening will not be considered prior to the bid date. Extensions of the bid date shall not operate to extend the deadline for requesting substitutions unless the Owner so states in an addendum issued to all bidders of record.

(c) If substitution is not requested and considered prior to the bid date, the bidder shall submit with the bid all proposed substitutions, if any, on the Substitution Listing form contained in the bid documents.

(d) With respect to any materials, process, service or equipment listed in the bid, unless the bidder clearly indicates in its Substitution Listing that it is proposing to use an "equal" material, process, service or equipment, its bid shall be considered as offering the specified material, process, service or equipment referred to by the brand name or trade name specified.

(e) Unless expressly authorized in the bid documents, no bid may be conditioned on the Owner's acceptance of a proposed substitution. Any bid containing such condition may be treated as a non-responsive bid.

(f) It is expressly understood and agreed that the Owner reserves the right to reject any proposed substitution. It is further expressly understood and agreed that in the event the Owner rejects a proposed "equal" item, or any other requested substitution, the specified material, process, service or equipment designated by brand name or trade name, or other item as specified, will be provided.

(g) No substitution request of any kind or nature may be made after the bid date, except by the express written permission of the Owner and on such terms as the Owner may require, or in an emergency, as in the case where a specified material, process, service, equipment, or other item has become unavailable through no fault of the bidder.

(h) These time limitations shall be complied with strictly, and in no case will an extension of time for completion be granted because of the failure to request the substitution of an item at the times and in the manner set forth herein.

(i) Prior to contract award, the Owner shall notify the bidder of the Owner's decision concerning proposed substitutions of "equal" items submitted with the bid. The Owner shall notify bidder of the Owner's decision on any other proposed substitutions as those decisions are made. Notification of all decisions by the Owner shall be in writing, and no proposal substitution shall be deemed approved unless the Owner has confirmed it in writing.

(j) With respect to all proposed substitutions, the requirements applicable to the Contractor in the Contract Documents shall be applicable to all bidders requesting substitutions.

19. SURETY QUALIFICATIONS

Bid bonds executed by a surety insurer admitted in the State of California for purposes of issuance of such bonds will be accepted by Owner as sufficient.

Other bonds required under the Purchase Contract executed by a surety insurer admitted in the State of California with a minimum "A minus, VIII" rating ("A minus, V" when the price stated in the Contract Documents is less than \$500,000) as rated by the current edition of Best's Key Rating Guide published by A.M. Best Company, Oldwick, New Jersey 08858, shall be presumed by Owner to be sufficient for the issuance of such bonds. In the alternative, any admitted surety company which satisfies the requirements set forth in Code of Civil Procedure Section 995.660 shall be accepted and approved for the issuance of bonds, and documents demonstrating satisfaction of the requirements of Section 995.660 with respect to the bid bond must be submitted with the bid. No personal sureties will be accepted.

20. LIQUIDATED DAMAGES

All work must be completed within the time limits set forth in the Contract Documents. Bidders must understand that the goodwill, educational process, and other business of the Owner will be damaged if the project is not completed within the time limits required. Should the work not be completed within the specified time for completion, the successful bidder awarded the contract may be liable for liquidated damages and for expenses incurred by the Owner for failure to timely complete the project. Such damages shall be deducted from any payments due or to become due to the successful bidder.

21. 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 law of the State of California. Venue shall be with the appropriate state or federal court located in Kern County, California.

22. CONFLICT OF INTEREST

Vendor understands and certifies that it does not know of any facts which constitute a violation of the California Political Reform Act, which states in part that "No public official at any level of state or local government shall make, participate in making or in any way attempt to use his/her official position to influence a governmental decision in which he/she knows or has reason to know that he/she has a financial interest." (Govt. Code Section 87100 et seq). Furthermore, Vendor certifies that no such current or former Board Member or employee will derive any compensation, directly or indirectly, from the Agreement. Vendor also hereby certifies that to its knowledge, no current Board member or employee of the Delano Union School District, and no one who has been a Board member or employee of the District within the last two years, has influenced or sought to influence the awarding of this Agreement to Vendor, except as allowed under his/her official duties. Vendor understands that any violation of this Section shall make the Agreement voidable by the District.

23. NON APPROPRIATION OF FUNDS

Notwithstanding any of the foregoing provisions, if for any fiscal year of this agreement the governing body of the Delano Union School District fails to appropriate or allocate funds for future payments under the Agreement, Delano Union School District will not be obligated to make payments remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and either party hereto may terminate the Agreement as provided.

SUBMISSION OF A BID ON THIS PROJECT SHALL BE TAKEN AS CONCLUSIVE AND IRREFUTABLE EVIDENCE THAT BIDDER AGREES WITH THE REQUIREMENTS OF THIS SECTION.

24. FINGERPRINTING REQUIREMENTS

The successful bidder and all subcontractors at any level will be required to comply with any applicable laws on fingerprinting construction workers. Minimum requirements are set forth in the Contract Documents, and the form of certification of compliance is contained in the Contract Documents. The successful bidder must complete and return this form when directed by owner.

25. SUSPENSION AND DEBARMENT CERTIFICATION

On all contracts of \$100,000.00 or more for goods/services, Contractor must complete and submit to District a Suspension and Debarment Certification. This Certification is

required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participant's Responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Please see attached form to be duly signed and executed.

26. AMERICAN MADE PRODUCTS

In compliance with Sections 4300 to 4305 of the California Government Code, only materials produced or manufactured in the United States will be procured by the District, except for those which fall within the purview of Sections 4301, 4302 and 4303.5. In compliance with Code Sections 4330 to 4334 inclusive California products shall receive preference over materials made elsewhere. If a bidder is proposing an article of foreign make, the fact must be stated in his bid.

Bidder agrees to comply with, and be bound by, and assist the District in ensuring compliance with 2 CFR Section 200.322, as applicable. 2 CFR Section 200.322 required the bidder to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products), to the greatest extent possible. This includes the initial melting stage through the application of coatings for iron/steel and for manufactured products composed whole or in part of non-ferrous metals (aluminum, plastics, and polymer products).

27. POST-BID CREDITS

Should any bidder or proposed subcontractor to any bidder issue any credit or otherwise reduce its bid or quote pertaining to the work of this project, the value of the credit or other reduction shall be passed on to the Owner, less only the applicable markups for profit and overhead as specified in the Contract Documents on change orders.

28. CONTENTS OF BID

The bid will include the following documents and any other documents specified by Owner: Bid Form, Substitution Listing, Information Required of Bidders, Non-Collusion Affidavit, List of Subcontractors, Suspension and Debarment Certification, Iran Contracting Act Certification and Signed/Dated Addendum(s), if applicable.

29. DELIVERY

Time and manner of delivery are essential factors in proper performance under the contract. The successful bidder(s) shall be responsible for delivery and shall pay all costs, including drayage, freight and packing for delivery and set in place at the specified school site.

30. WARRANTY AND MATERIAL SAFETY DATA SHEETS

Bidders must include warranty information on all furniture with their bid. Return of products for warranty purposes shall be free of all cost to the District. For all products requiring a Material Safety Data Sheet – The District requires that a Material Safety Data Sheet accompany all orders at the time of delivery.

31. PRODUCT SHORTAGES

If the successful bidder is unable to supply any product listed herein, the District may purchase such product at a fair market value from another source. The difference in cost and all delivery charges shall be the responsibility of the supplier listed on the original contract agreement.

32. BID PROTESTS

Any bidder having submitted a bid on the project may file a protest against the proposed contract award or challenging the validity of other bids. The protest must meet all of the following requirements:

- a) The protest shall be submitted in writing and shall contain all the materials required by these provisions; one that does not contain all the required material shall not be recognized.
- b) The protest shall be received by the Owner no later than close of business on the second business day after bid opening; one received after that time shall not be recognized.
- c) Each protest shall contain the following:
 - i. Identification by name, address, and telephone number of the protesting person(s), company, and/or organization and identification of the project to which the protest pertains.
 - ii. The protest shall set forth in detail all grounds for the protest, including without limitation all facts, identification by name of any other bids or bidders involved in the protest, all supporting documentation, together with any legal authorities and/or argument in support of the grounds for the protest. Any matters not set forth in the written protest shall be deemed waived. All factual contentions must be supported by competent, admissible, and credible evidence.
- (d) Any protest not conforming to the requirements of this section shall be rejected as invalid.

- (e) Where a protest is filed in conformity with this section, the Owner's staff or such individual(s) as may be designated by the Owner, shall review and evaluate the basis of the protest and provide a written decision to the protesting bidder. The written decision shall either concur with or deny the protest.
- (f) Submission of a written protest to and receipt of a written decision from the Owner's staff shall be considered an administrative remedy, and failure to follow this procedure shall be a bar to any legal action.
- (g) The written decision by the Owner's staff may be appealed to the Owner. The appeal must be filed with the Owner's governing board or other governing body within two business days of the protesting bidder's receipt of the written decision of the Owner's staff.
- (h) The appeal must clearly state the reasons and basis for appealing the decision of the Owner's staff, making specific reference to any portions of the material submitted with the protest required.
- (i) A hearing on the appeal shall be held before the Owner's governing board or other governing body within 45 days or less of receipt of the appeal.
- (j) The Owner's governing board or other governing body will make a decision within seven days following the hearing. The decision of the Owner's governing board or other governing body is not subject to arbitration, mediation, reconsideration, or further appeal.
- (k) Submission of an appeal to and receipt of a decision from the Owner's governing board or other governing body shall be considered an administrative remedy, and failure to follow this procedure shall be a bar to any legal action.

33. PROCEDURE FOR PROTESTING BEING DEEMED A NON-RESPONSIBLE BIDDER

Any bidder or prospective bidder deemed non-responsible after having submitted a bid may file an appeal of the action to the Owner's governing board or other governing body. The protest must meet all of the following requirements:

- (a) The appeal shall be submitted in writing, and shall contain all the materials required by these provisions; one that does not contain all the required materials shall not be recognized.

- (b) The appeal must be received by the Owner's governing board or other governing body within two business days of the action giving rise to the protest; one received after that time shall not be recognized.
- (c) A hearing on the appeal shall be held before the Owner's governing board or other governing body prior to the award of the contract.
- (d) The decision of the Owner's governing board or other governing body is not subject to arbitration, mediation, reconsideration, or further appeal.
- (e) Submission of a protest to and receipt of a decision from the Owner's governing board or other governing body shall be considered an administrative remedy and failure to follow this procedure shall be a bar to any legal action.

34. TIMELINE

Bid Published:	June 3, 2024
Last Day to Submit Questions	June 17, 2024
Bids Due:	June 24, 2024
Bid Opening	June 24, 2024
Tentative Award of Contract	TBD

33. QUESTIONS

Any questions or clarifications concerning this bid should be submitted before 1:00PM on June 17, 2024, to: Sandra Rivera, 1405 12th Avenue, Delano, CA 93215 or srivera@duesd.org

EXHIBIT A

Scope of Work- Equipment Specifications

**Delano Union School District
Bid 2024-006 Classroom Furniture**

Line Item	Model Number	Description	Estimated Quantity
1	D-INT-CANT-2026-HP-CH-SSG	*Integrity Cantilever Desk with Hard Plastic Top (Round Corners), Fixed Height, Chrome Frame and Stainless Steel Glides Size 20"D X 26"W x 30" H Hard Plastic: Sugar Maple Frame: Chrome	715
2	D-INT-CANT-2026-HP-ADJ-CH-CHADJ-SSG-PERF	*Integrity Cantilever Desk with Hard Plastic Top (Round Corners), Adjustable Height Chrome Frame, Metal Book Box, and Stainless Steel Glides Size 20" D X 26"W X 22" - 30"H Hard Plastic: Sugar Maple Frame: Chrome	245
3	C-SM-CANT-18-SSG	*Smooth Cantilever Chair with Polypropylene-Molded Seat Shell, Fixed Cantilever Chrome Frame and Stainless Steel Glides Shell: Black Frame: Chrome	960
4	SC-2900-Scholar Craft	*Rectangular Desk with Hard Plastic Top (Round Corners), Adjustable Height Chrome Frame, Metal Book Box and Hard Carbon Steel Chrome Finished Glides Size 18" X 24" X 22" -29"H Hard Plastic: Maple Frame: Chrome	TBD
5	DSQ-1824-PB-HP-PC-M	*Honor Roll Desk, Open Front, Hard Plastic Top (Round Corners), Plastic Book Box, Adjustable Height Legs and Nylon Glides Size 18"D X 24"W X 22" - 30"H Hard Plastic: Sugar Maple Plastic Book Box: Black Frame: Black	TBD

Line Item	Model Number	Description	Estimated Quantity
5	MOORECo 90580	*MooreCo 90580 Economy Shapes Desk Fusion Maple Laminate Top with Black Edge Banding Adjustable powder-coated black steel leg with self-leveling glides Adjustable Height Legs 21"-30"H Size 27.8"D X 28.8"W X 21"-30"H	TBD

*Or Equivalent

All items must be quoted with coordinated delivery, fully assembled, and set in place. Do not include sales tax.

BID FORM

Name of Bidder:

Bid Number: Bid 2024-006 Classroom Furniture

To: Delano Union School District, referred to as "OWNER."

- A.** In compliance with your Notice to Bidders and related documents, the undersigned bidder, having familiarized itself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the place where the work is to be done, and the drawings and specifications and other contract documents proposes and agrees to perform the contract within the time stipulated, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility, and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with the above-referenced project, within the time limits set for completion of all work, all in strict conformity with the drawings and specifications and other contract documents, including Addenda Nos. on file at the office of OWNER for the pricing indicated on the attached bid form.
- B.** The bidder agrees that upon written notice of acceptance of this bid, Bidder will execute the contract and provide all bonds and other required documents within 10 working days after contract award.
- C.** The entire bid shall remain open and active for 60 days after bid opening.
- D.** It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the Bidder after the opening of the bid, and within the time this bid is required to remain open, or at any time after that before this bid is withdrawn, the Bidder will execute and deliver to OWNER the Purchase Contract and will also furnish and deliver to OWNER any required bonds specified, certificates of insurance, and other required documents.
- E.** It is understood and agreed that should the Bidder fail or refuse to return executed copies of the Purchase Contract, bonds, insurance certificates, and other required documents to OWNER within the time specified, the bid security shall be forfeited to OWNER.
- F.** The undersigned hereby declares that all of the representations of this bid, including all documents comprising the bid package, are true and made under penalty of the perjury laws of the State of California.

BID FORM- Continued

Line Item	Model Number	Description	Unit Price
1	D-INT-CANT-2026-HP-CH-SSG	*Integrity Cantilever Desk with Hard Plastic Top (Round Corners), Fixed Height, Chrome Frame and Stainless Steel Glides, Size 20"D X 26"W x 30" H Hard Plastic: Sugar Maple, Frame: Chrome	\$
2	D-INT-CANT-2026-HP-ADJ-CH-CHADJ-SSG-PERF	*Integrity Cantilever Desk with Hard Plastic Top (Round Corners), Adjustable Height Chrome Frame, Metal Book Box, and Stainless Steel Glides Size 20" D X 26"W X 22" - 30"H Hard Plastic: Sugar Maple , Frame: Chrome	\$
3	C-SM-CANT-18-SSG	*Smooth Cantilever Chair with Polypropylene-Molded Seat Shell, Fixed Cantilever Chrome Frame and Stainless Steel Glides Shell: Black, Frame: Chrome	\$
4	SC-2900-Scholar Craft	*Rectangular Desk with Hard Plastic Top (Round Corners), Adjustable Height Chrome Frame, Metal Book Box and Hard Carbon Steel Chrome Finished Glides Size 18" X 24" X 22"-29"H Hard Plastic: Maple, Frame: Chrome	\$
5	DSQ-1824-PB-HP-PC-M	*Honor Roll Desk, Open Front, Hard Plastic Top (Round Corners), Plastic Book Box, Adjustable Height Legs and Nylon Glides Size 18"D X 24"W X 22"- 30"H Hard Plastic: Sugar Maple, Plastic Book Box: Black, Frame: Black	\$
6	MOORECo 90580	*MooreCo 90580 Economy Shapes Desk Fusion Maple Laminate Top with Black Edge Banding Adjustable powder-coated black steel leg with self-leveling glides Adjustable Height Legs 21"-30"H Size 27.8"D X 28.8"W X 21"-30"H	\$

INDIVIDUAL/DBA

Signature _____

Print Name:

Business Address:

Date:

Telephone:

PARTNERSHIP

Partnership Name:

Signed by: _____, Partner

Print Name:

Business Address:

Date:

Telephone:

Names of Other Partners

CORPORATION

Corporation Name: _____ a, _____ Corporation
(State of Incorporation)

Business Address:

Date:

Telephone:

By _____ [Required] _____ (Seal)
(President/Chief Executive Officer/Vice President) [Circle One]

Print Name: _____

By: _____ [Required]
(Secretary/Treasurer/Chief Financial Officer/Assistant Treasurer) [Circle One]

JOINT VENTURE

Joint Venturer Name:

Signed by: _____ (Joint Venturer)

Print Name:

Business Address:

Date:

Telephone:

Other Parties to Joint Venture:

If an individual joint venture: _____ (Signature)

Print Name:

If a DBA joint venture: By _____ (Signature)

If a partnership joint venture: By _____ (Name)

Signed by: _____, Partner

Signature

Print Name:

If a corporation joint venture: _____ [Seal]

_____,
(Name)

a Corporation (State of Incorporation)

Signed by: _____

Print Name:

Title:

SUBSTITUTION LISTING

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

TO: Delano Union School District ("OWNER")

1. Pursuant to bidding and contract requirements for the work titled:
Project Title/Bid #: **Bid 2024-006 Classroom Furniture**

The contract sum, proposed by the undersigned on the Bid Form, is for the work as shown on the drawings, described in the specifications, and otherwise defined in the Contract Documents. However, the undersigned proposes the following substitutions for the Owner's consideration. Should the Owner accept any or all of the proposed substitutions, the Bidder agrees to reduce the contract sum by the amount shown. Proposed substitutions must be submitted not later than 10 working days prior to the date of bid opening in order for such request to be reviewed before bidding. All substitutions must be listed on this form and submitted prior to or with the bid or they will not be reviewed.

2. Please complete, attaching additional sheets as necessary:

Bidder proposes [check one]: ☐ no substitutions.
☐ the following substitutions:

[illegible]

3. All bids should be calculated and submitted on the assumption that substitution requests will not be approved.

4. Bidder hereby certifies that the requested substitutions are equal or better in all respects to what is specified, unless otherwise noted.

SIGNATURE MUST BE IDENTICAL
TO THAT PROVIDED ON BID FORM

BIDDER:

By: _____

Print Name:

INFORMATION REQUIRED OF BIDDERS

The Bidders shall furnish all of the following information accurately and completely. Failure to comply with this requirement may cause your bid to be deemed non-responsive. Additional sheets may be attached if necessary. "You" or "Your" as used herein refers to the Bidder's firm and/or any of its owners, officers, directors, shareholders, parties or principals.

Please be advised that the District may request verbal or written clarifications or additional information.

1.) How many years has your firm been in business under its present business name?
_____.

2.) How many years of experience does your firm have providing similar services?
_____.

3.) To how many public agencies has your firm provided similar services?
_____.

4.) Please list the public agencies, including School Districts, for which your firm has provided similar services:

5.) Please attach a brief history of the company, including the number of employees, and any certifications or licenses held.

NONCOLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

PROJECT TITLE/BID #: Bid 2024-006 Classroom Furniture

OWNER: Delano Union School District

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Contractor:

By _____

Title:

Signature: _____

Print Name Above

Print Title Above

[SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY]

**List of Subcontractors
TO BE SUBMITTED WITH BID**

PROJECT TITLE: BID #: Bid 2024-006 Classroom Furniture

OWNER: Delano Union School District

A. In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 and following sections) and any amendments to the Act, each Bidder shall set forth below:

1. The name, location of the place of business California contractor license number and DIR registration number of:

a. Each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the work or improvement to be performed under the Construction Agreement;

b. Each subcontractor licensed by the State of California who, under subcontract to the Bidder, specially fabricates and/or installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the Bidder's total bid or Ten Thousand Dollars (\$10,000), whichever is greater;

2. The portion of the work which will be done by each subcontractor.

B. The Bidder shall list only one subcontractor for each such portion as is defined by the Bidder in this bid.

C. If the Bidder fails to specify a subcontractor, or if the Bidder specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the Bidder's total bid, the Bidder shall be deemed to have agreed that the Bidder is fully qualified to perform that portion, and that the Bidder alone shall perform that portion.

D. No Bidder whose bid is accepted shall (i) substitute any subcontractor, (ii) permit any subcontractor to be voluntarily assigned or transferred, or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the Bidder's total bid as to which the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

E. Violations of any provision of the Subletting and Subcontracting Fair Practices Act may be deemed by the OWNER to make the bid non-responsive and/or the Bidder non-responsible.

F. Attach additional sheets, as necessary.

SUBCONTRACTOR'S NAME & LOCATION	DESCRIPTION OF PORTION TO BE SUBCONTRACTED	CALIFORNIA CONTRACTOR LICENSE NO.	DIR REGISTRATION NUMBER

Firm Name:

By: _____

[Signature must match that on bid]

Print Name:

****THIS DOCUMENT MUST BE COMPLETED, EXECUTED AND SUBMITTED WITH THE BID FORM****

SUSPENSION AND DEBARMENT CERTIFICATION

Certification regarding debarment, suspension, ineligibility and voluntary exclusion—lower tier covered transactions.

This certification is required by the U. S. Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 2 *Code of Federal Regulations* Parts 180 and 3485, for all lower tier transactions meeting the threshold and tier requirements stated at Section 3485.220.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled A Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check SAM Exclusions.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Applicant: _____

Legal Business Name: _____

Address: _____

Printed Name and Title of Authorized Representative: _____

Signature: _____ Date: _____

27 - IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Section 2200 et seq.)

District Project Name: Bid 2024-006 Classroom Furniture
District Project Number:
District Contract Number:
Contractor Name:

Subject to the penalties for perjury in the state of California, I (the person identified below and who has signed this certification) hereby certify that: (i) I have inherent authority or have been duly authorized by the Contractor to execute this certification on behalf of the Contractor; and (ii) the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

☐ The Contractor is not:

(i) Identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(ii) A financial institution that extends for 45 days or more credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ The District has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the District will be unable to obtain the goods and/or services to be provided pursuant to the Contract

☐ The price payable to the Contractor for the Project as of the date of this certification does not exceed \$1,000,000.

Certifier Signature: _____

Printed Name:

Title:

Executed at: _____, California

Date Executed:

Note: In accordance with Public Contract Code Section 2205, false certification of this form may result in civil penalties equal to the greater of \$250,000 or twice the contract amount, termination of the contract, and/or ineligibility to bid on contracts with a public entity for three years.