May 2022

# **INVITATION FOR BID**

**IFB #C22-32001**

**Office Moving Services**

**(San Francisco and San Jose Districts)**

**Notice to Prospective Bidders**

You are invited to review and respond to this Invitation for Bid (IFB) #**C22-32001, Office Moving Services** for the Department of Rehabilitation, San Francisco, and San Jose Districts. In submitting your bid, you must comply with these instructions.

**THIS SOLICITATION INCLUDES SMALL BUSINESS AND CALIFORNIA DISABLED VETERANS BUSINESS ENTERPRISE (DVBE) PROGRAM INCENTIVES**

Note that all Agreements entered into with the State of California will include by reference General Terms and Conditions (GTC 4/2017) and Contractor Certification Clauses (CCC 4/2017) that may be viewed and downloaded at Internet site website at <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>. If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

In the opinion of the Department of Rehabilitation, this IFB is complete and without need of explanation. However, if you have questions regarding this IFB, they must be submitted in writing, via email to the Contract Analyst listed below by the date listed in the **Key Action Dates**. All questions and answers will be posted on the Cal eProcure website at <https://caleprocure.ca.gov/pages/index.aspx> by the date listed in the **Key Action Dates.**

Department of Rehabilitation

Contracts and Procurement Section

Nathaniel Hayes, Contract Analyst

721 Capitol Mall, 6th Floor

Sacramento, CA 95814

Nathaniel.Hayes@dor.ca.gov

Please note that no ***verbal*** information given will be binding upon the State unless such information is issued in writing as an official addendum.

**PURPOSE**

1. **Description of Services**

The Department of Rehabilitation (DOR) is seeking a Contractor to provide office moving services, which shall include a full range of services to remove the office furniture, equipment and related supplies from existing location, transport items to the new location and replace them according to the direction of the DOR Contract Administrator. Work may be conducted before 7:00 a.m., after 5:00 p.m., and/or on weekends, if needed. See Exhibit A, Scope of Work for a complete description of services.

1. **Locations** (see Exhibit F for list of Locations)
2. **Modular Furniture (Moving and Reconfiguring)**

This solicitation and resulting contract is for office moving services for free-standing office furniture and equipment, and shall not call for or authorize the un-bolting, un-securing, un-mounting or un-affixing (or bolting, securing, mounting or affixing) of any office furniture or equipment to the floor, ceiling, walls or realty. Such activities are considered Public Works and are not a part of the scope of work of this solicitation and resulting contract and shall not be performed by the Contractor.

1. **BIDDER MINIMUM QUALIFICATIONS**

To be considered responsive, Bidder must meet all of the following minimum qualifications:

1. Special Licenses and Certificates – C-61, Category D-34 License
2. Licenses and Permits

The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Contract. A copy of your current business license **is required at bid opening**.

If you are a Contractor located within the State of California, a business license from the city/county in which you are headquarter is necessary, however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State’s Office can be submitted. If you are a Contractor outside the State of California, you will need to submit to the Department of Rehabilitation a copy of your business license or Certificate of Status, if incorporated, showing that your company is in good standing in that state. A copy of your current incorporation/letter from Secretary of State's Office **is required at bid opening**.

In addition, for corporations and limited liability companies, state agencies are required to verify with the California Secretary of State (SOS) office to confirm the Contractor/vendor is authorized to carry out business in California. You may view the lists and status at <https://www.sos.ca.gov/business-programs/business-entities/>

In the event any license(s) and/or permit(s) expire at any time during the term of this Contract; Contractor agrees to provide agency a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Contract upon occurrence of such event.

1. Insurance

See Exhibit D for Basic Insurance Requirements for the State of California. Proof of current insurance certificate with limits stated in Exhibit D for Commercial Liability, Automobile Liability, and Workers' Compensation **is required at bid opening.**

1. Prohibition on Tax Delinquency

Any Agreement that a state agency enters into after July 1, 2012, is void if the contract is between a state agency and a contractor whose name appears on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code. (Public Contract Code Section 10295.4). In accordance with Public Contract Code Section 10295.4, agencies are required to cancel Agreements with entities that appear on either list.

(Franchise Tax Board) <https://www.ftb.ca.gov/about-ftb/newsroom/top-500-past-due-balances/index.html>

(Board of Equalization) <http://www.cdtfa.ca.gov/taxes-and-fees/top500.htm>

1. Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion:

Expenditures from this Contract may involve Federal funds. The Federal Department of Labor requires all State agencies which are expending Federal funds to have in the Contract file a certification by the Contractor that they have not been debarred nor suspended from doing business with the Federal government.

1. Unruh Civil Rights Act and the Fair Employment & Housing Act

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over $100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

The contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

The contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code) **(If applicable)**

1. Motor Carrier Permit:
2. The law mandates that a motor carrier of property under California Vehicle Code Section 34620, who provides services under the agreement must have the required Motor Carrier Permit (MCP) issued by the Department of Motor Vehicles.
3. Each bidder **must provide evidence with bid** that it possesses and maintains in good standing a Motor Carrier Permit (MCP) issued by the California Department of Motor Vehicles (DMV). Contractor must keep a MCP in good standing throughout the duration of the Agreement. Failure to meet this requirement will result in rejection of the Contractor’s bid or termination of the Agreement.
4. Per the DMV website, the following instance does not require a MCP, “Vehicles operated by household goods carriers to transport used office, store, and institutional furniture and fixtures when operated under a Household Goods Carrier Permit issued pursuant to Section 5137 of the Public Utilities Commission (PUC)”. DOR will accept a **copy of the bidder’s Household Goods Carrier Permit in lieu of evidence** of possessing a MCP in good standing.

For more information, the bidder may call its local DMV permit office or visit the DMV website at [www.dmv.ca.gov](http://www.dmv.ca.gov). Prior to obtaining a Motor Carrier Permit, the bidder must have a California “CA Number” issued by the California Highway Patrol (CHP). To request a CA Number, contact your local CHP Office, Commercial Records Unit at [www.chp.ca.gov](http://www.chp.ca.gov) .

**Attachment 7: California Civil Rights Laws Certification is due at bid opening. (when applicable)**

**C. BID REQUIREMENTS AND INFORMATION**

1. **Key Action Dates**

***EVENT DATE***

IFB available to prospective Bidders May 5, 2022

Deadline to ask Questions May 11, 2022

Deadline to post Q&A to Cal eProcure May 16, 2022

Final Date for Bid Submission May 19, 2022 by 2:00pm

Bid Opening May 20, 2022 at 2:00pm

Anticipated Intent to Award May 23, 2022

Five (5) day protest period May 31, 2022 through June 6, 2022

Anticipated Award Date June 7, 2022

Contract Period\* July 1, 2022 or Upon Approval Whichever Date is Later through June 30, 2024

**\* The total amount of this Agreement is $49,999.00. This Agreement is subject to the State's option to renew for an additional (1) one-year period under the same terms and conditions.**

If a Contract is awarded, it will be awarded to the lowest responsive responsible Bidder. The DOR reserves the right to reject all bids.

**2) Questions Regarding the IFB**

Any questions regarding this IFB must be submitted in writing, via email to the contract analyst listed on page 1.  Emails should include the individual's name, firm name, address, and must reference IFB #C22-32001.

All answers will be posted on the Cal eProcure website. It is the responsibility of the Bidder to check the California State Contract Register at <https://caleprocure.ca.gov/pages/index.aspx> when inquiring about an addendum, questions, answers, and any other posts related to this IFB.

**3) Submission of Bid**

a) Bids will be accepted one of the following two ways:

1. **(PREFERED)** Bids may be submitted via email to Nathaniel.Hayes@dor.ca.gov. The subject line of the email must read as follows: **Bid #C22-32001 Office Moving Services Bid Opening Date May 20, 2022** or

2. Bids may be submitted under sealed cover and sent to the DOR by US Postal Service Deliveries (i.e. UPS, Express Mail, Federal Express) by the dates and times shown in Section C, Bid Requirements and Information, Item 1) Key Action Dates.

Email is preferred, however, if you chose this option, you must notify the analyst via email at Nathaniel.Hayes@dor.ca.gov **PRIOR** to sending your bid via mail.

**Bid #C22-32001**

**Office Moving Services**

**Department of Rehabilitation**

**Contracts and Procurement Section**

**Attn: Nathaniel Hayes**

**721 Capitol Mall, 6th Floor**

**Sacramento, CA 95814**

**DO NOT OPEN**

**Bid Opening Date: May 20, 2022 at 2:00 p.m.**

* 1. Bids not submitted under sealed cover will be rejected.
	2. All bids shall include the documents identified in Attachment 1, Required Attachment Checklist. Bids not including the proper "required attachments" shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements and will be rejected.

d) Bids must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a bid to be rejected.

e) A bid will be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind.The State may reject any or all bids and may waive an immaterial deviation in a bid. The State's waiver of an immaterial deviation shall in no way modify the IFB document or excuse the Bidder from full compliance with all requirements if awarded this Agreement.

f) Costs incurred for developing bids and in anticipation of award of this Agreement are entirely the responsibility of the Bidder and shall not be charged to the State of California.

g) All documents requiring a signature must bear an original signature or electronic signature of a person authorized to bind the Bidder Contractually. The signature should indicate the title or position that the individual holds in the firm. That person shall sign the Bid/Bidder Certification Sheet. An unsigned Bid/Bidder Certification Sheet will be rejected.

h) A Bidder may modify a bid after its submission by withdrawing its original bid and resubmitting a new bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.

1. A Bidder may withdraw its bid by submitting a written withdrawal request to the State, via hand delivery, US Mail, FedEx, or UPS, signed by the Bidder or an authorized agent. A Bidder may thereafter submit a new bid prior to the bid submission deadline. Bids may not be withdrawn without cause subsequent to bid submission deadline.
2. The State may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum to all parties who received a bid package.
3. The State reserves the right to reject all bids. The agency is not required to award an Agreement.
4. Before submitting a response to this solicitation, Bidders should review, correct all errors and confirm compliance with the IFB requirements.
5. Where applicable, Bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to this Agreement amount will be made due to a lack of careful examination of work sites and specifications.

n) The State does not accept alternate Contract language from a prospective Contractor. A bid with such language will be considered a counter proposal and will be rejected. The State’s General Terms and Conditions (GTC 04/2017) are not negotiable.

o) No oral understanding or Agreement shall be binding on either party.

**4) Evaluation and Selection**

a) At the time of bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.

b) In the event of tie bids, a coin toss will be used to determine the bidder entitled to the contract award. The coin toss will be officially witnessed and all affected bidders will be advised of the tiebreaker method and invited to attend.

c) The State will evaluate each bid to determine its responsiveness to the published requirements.

d) Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, will be rejected.

1. Amendments. In the event that additional services must be performed which were wholly unanticipated and not specified in the written Scope of Work, but which in the opinion of both parties is necessary to the successful accomplishment of the general scope of work outlined, an amendment to this Agreement is required for additional money and/or time.

**5) Award and Protest**

a) Whenever an agreement is awarded under a procedure, which provides for competitive bidding, but the agreement is not to be awarded to the low bidder, the low bidder shall be notified by telegram, electronic facsimile transmission, overnight courier, or personal delivery five (5) working days prior to the award of the agreement.

b) Upon written request by any bidder, notice of the proposed award shall be posted in a public place in the office of the awarding agency at least five (5) working days prior to awarding the agreement.

c) If any bidder, prior to the award of agreement, files a written protest during the five (5) day protest period with the Department of General Services, Office of Legal Services, Attn: Bid Protest Coordinator, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605, (Email address: OLSProtests@dgs.ca.gov) and the DOR on the grounds that the protesting bidder is the lowest responsive responsible bidder, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter.

d) Within five (5) days after filing the initial protest, the protesting bidder shall file with the Department of General Services and the awarding agency a detailed written statement specifying the grounds for the protest. The written protest must be sent to the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, California 95605. A copy of the detailed written statement should be mailed to the awarding agency. It is suggested that you submit any protest by certified or registered mail.

e) Upon resolution of the protest and award of the agreement, Contractor must sign and submit to the DOR, *page one (1)* of the Contractor Certification Clauses (CCC 4/2017), which can be found on the Internet at <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language.> This document is only required if the bidder has not submitted this form to the awarding agency within the last three (3) years.

**6) Disposition of Bids**

a) Upon bid opening, all documents submitted in response to this IFB will become the property of the State of California and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.

b) Bid packages may be returned only at the Bidder's expense, unless such expense is waived by the awarding agency.

**7) Agreement Execution and Performance**

* 1. Performance shall start on the express date set by the awarding agency and the Contractor, after all approvals have been obtained and this Agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate this Agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's bid price and the actual cost of performing work by the second lowest Bidder or by another Contractor.
	2. All performance under this Agreement shall be completed on or before the termination date of this Agreement.
	3. The resulting Contract will be of no force or effect until it is signed by both parties and approved by the Department of General Services, if required. The Contractor is hereby advised not to commence performance until all approvals have been obtained. Should performance commence before all approvals are obtained, said services may be considered to have been volunteered if all approvals cannot be obtained.

**D) PREFERENCE/SOCIAL ECONOMIC PROGRAMS**

Pursuant to Executive Order S-02-06 and Military & Veterans Code Section 999.2, each department shall have an annual statewide participation goal in state Contracting of not less than 25 percent for certified Small Business (SB) and not less than 3 percent for certified Disabled Veteran Business Enterprise (DVBE) .

These goals were established to enhance and encourage competition by creating an optimum environment that affords all businesses equal access to State Contracting opportunities. ***The DOR will make every effort to seek out certified SB and DVBE for this solicitation.***

Questions regarding Small/Micro Business or the Disabled Veteran Business Enterprise Program may be directed to:

Small Business/Disabled Veteran Business Enterprise Program Advocate

Department of Rehabilitation

Contracts and Procurement Section

721 Capitol Mall, 6th Floor

Sacramento, California 95814

(916) 558-5680