

## **BID INSTRUCTIONS**

### **1. PREPARATION OF BIDS:**

- (a) Failure to examine any drawings, specifications, and instructions will be at bidder's risk. Unless all information requested is completed, a quotation may be rejected.
- (b) All prices and quotations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed by person signing bid. In case of error in extension, the unit price will govern.
- (c) Brand names: Any reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Unless the bidder specifies otherwise in his bid, it is understood that the bidder is offering a referenced brand item as specified in the Request for Quotations. In case of question, Humboldt County Office of Education reserves the right to have the vendor prove that a substitute offer is equivalent to and meets the quality indicated by the brand name reference. Humboldt County Office of Education requires that a bidder offering a substitute must supply descriptive material.
- (d) Time of delivery is a part of the bid and must be adhered to. Time, if stated as a number of days, shall mean calendar days.

### **2. FAILURE TO BID:**

Failure to bid or advise the Humboldt County Office of Education that future invitations for bids are desired may result in the removal of your name from our bidders list.

### **3. SUBMISSION OF BIDS:**

Bids must be signed and sealed, with the bid number, if so indicated, and bidder's name and address on outside of envelope. All bids must be signed with the firm name and by a responsible official or employee. Obligation assumed by such signature must be fulfilled.

### **4. UNFAIR PRACTICES ACT AND OTHER LAWS:**

Bids shall be in accordance with applicable State and Federal laws and regulations.

### **5. TAXES, FEES, EXPENSES, AND EXTRAS:**

- (a) Unless otherwise specified by the bidder, the prices quoted should not include California state and local sales and use taxes. When requested, sales and use taxes should be stated separately.
- (b) No charge for delivery, drayage, express, parcel post, UPS, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by Humboldt County Office of Education unless expressly included and itemized in the bid.

### **6. AWARD OF CONTRACTS:**

- (a) Unless the bidder specifies otherwise in his bid, the Humboldt County Office of Education may accept any item or group of items of any bid. The Humboldt County Office of Education reserves the right to modify or cancel in whole or in part its Request for Bids.
- (b) The Humboldt County Office of Education reserves the right to reject any or all bids and to waive informalities in bids received.
- (c) In determining and evaluating the best quotation, the prices will not necessarily be controlling, but quality, equality, efficiency, utility, suitability of the equipment offered, and any other relevant factors. The Humboldt County Office of Education shall be the sole judge in the determination of these matters.
- (d) Bids are subject to acceptance at any time within 30 days minimum after opening, unless otherwise stipulated in the bid.
- (e) Discounts involving discount periods of less than 30 days will not be included in the calculation of low bid.

### **7. LIENS:**

The vendor warrants and represents that goods, wares, or merchandise offered herein are free and clear from all claims and liens of any nature whatsoever.

### **8. PATENT INDEMNITY:**

The vendor shall hold the Humboldt County Office of Education, its officers, agents, and employees, harmless from liability of any nature of any kind, including costs and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with the contract.

### **9. COVENANT AGAINST GRATUITIES:**

The vendor shall warrant that no gratuities (in the form of entertainment, gift, or otherwise) were offered or given by the vendor, or any agent or representative of the vendor, to any officer or employee of the Humboldt County Office of Education or other public agency participating in this bid with a view toward securing the contract or securing favorable treatment with respect to any determinations concerning the performance of the contract.

### **10. SAMPLES:**

Samples of items, when required, must be furnished free of expense to the Humboldt County Office of Education; and if not destroyed by test, may be returned at the bidder's expense upon request.

### **11. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:**

- (a) In the event of any item furnished by the vendor in the performance of the contract should fail to conform to the specifications therefore, or to the sample submitted by the vendor with his bid, the Humboldt County Office of Education may reject the same, and it shall thereupon become the duty of the vendor to reclaim and remove the same forthwith, without expense to the Humboldt County Office of Education, and immediately to replace all such rejected items with others conforming to such specifications or samples; provided that should the vendor fail, neglect, or refuse to do so, the Humboldt County Office of Education shall thereupon have the right to purchase in the open market, lieu thereof, a corresponding quality of any such items and to deduct from any moneys due or that may thereafter become due to the vendor the difference between the process named in the contract and the actual cost conditions as to the rights of the Humboldt County Office of Education to purchase in the open market and to reimburse set forth above shall apply, except when delivery is delayed by fire, strike, freight embargo, or Act of God or the government.
- (b) Cost of inspection of deliveries or offers for delivery, which do not meet specifications, will be charged to the vendor.
- (c) The rights and remedies of the Humboldt County Office of Education provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

### **12. LIABILITY:**

The Humboldt County Office of Education shall not be responsible for any damage that may accrue by reason of the death or injury of the person of the vendor's officers, agents, employees, invitees, or licensees, or for any damage to any property of the vendor, or that may arise or be set up at any time because of personal injury or damage to property sustained by any other person, which may have been caused or contributed to, approximately or remotely, be reason of or in the course of this bid. The vendor shall assume full responsibility for the defense of any claim arising under this bid and the vendor shall save, keep, and hold harmless the Humboldt County Office of Education, all officers and employees thereof, from all damages, cost, or expenses, in law or in equity because of personal injury, property damage or alleged or actual patent infringements based on the performance of this bid or asserted against it.

### **13. POLICY OF NONDISCRIMINATION.**

The Humboldt County Office of Education and other public agencies participating in this bid do not discriminate on the basis of mental or physical disability in the admission or access to their programs or activities.