



Sacramento Metropolitan Fire District

HEADQUARTERS: 10545 Armstrong Ave. • Mather, CA 95655-4102 • Phone (916) 859-4300 • Fax (916) 859-3702
Website: www.metrofire.ca.gov

PURCHASING: 3012 Gold Canal Dr. • Rancho Cordova, CA 95670 • Phone (916) 859-4360 • (916) 859-4372 • Fax (916) 859-3729

REQUEST FOR BID (RFB: 15-07)

The Sacramento Metropolitan Fire District is requesting written Bids for: **Re-Roof Project – Fire Station 64**

SUBMIT SEALED WRITTEN BID TO: Sacramento Metropolitan Fire District
Attn: Matthew Davies, Purchasing
3012 Gold Canal Dr.
Rancho Cordova, CA 95670-6116

Indicate firm name and RFB number on the front of each sealed Bid envelope or package

RFB15-07: Re-Roof Project – Fire Station 64

District shall not be responsible for the premature opening of a Bid which is not properly addressed or identified.
All Bids received will be stamped by date and time received. This date of receipt will prevail over postmark date.

Technical questions regarding the Request for Bid shall be done in writing via email to:

Project Manager John Raeside raeside.john@metrofire.ca.gov and
Purchasing Manager Mark Jones jones.mark@metrofire.ca.gov and
Purchasing Specialist Matthew Davies davies.matthew@metrofire.ca.gov

Questions regarding the Request for Bid process shall be done in writing via email to:

Purchasing Manager Mark Jones and **Purchasing Specialist Matthew Davies**
Jones.mark@metrofire.ca.gov davies.matthew@metrofire.ca.gov

Bidders are responsible for acquiring and submitting the latest version of the Request for Bid. Failure to submit latest version may be deemed non responsive and the bid rejected. Therefore, Bidders shall notify Purchasing Specialist of their intent to submit a proposal.

RFB SCHEDULE:	Date	Time
Issued Date	Thu, April 9, 2015	
Questions Deadline	Fri, April 17, 2015	4:00 pm By email only
Submission Deadline	Fri, April 24, 2015	4:00 pm
Bids Opening	Mon, April 27, 2015	9:00 am Purchasing Division
Anticipated Award Notification	Thu, April 30, 2015	

NO EXCEPTIONS

Late submittals will not be considered. Written Bids must be received by the time and at the location specified above. Postmarks will not be accepted. Bids addressed to anyone other than the person specified above under "Submit Sealed Written Bid To," section will not be accepted.

FILLED OUT BY BIDDER

Signature: _____ Title: _____ Date: _____

Print Name: _____ Company name: _____

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Print Name: _____ Company name: _____

INTRODUCTION and BIDDER INFORMATION

The Sacramento Metropolitan Fire District (Metro Fire) is seeking written bids from appropriately licensed roofing contractors to re-roof Fire Station 64, located at 9116 Vancouver Dr., Sacramento, CA 95826-2222. Information regarding the job site conditions/expectations as well as the material specifications is included in this document. Please review the scope of work and all conditions listed below.

SITE VISIT

If you wish to visit the Fire Station, please contact John Raeside, Project Manager, at (916) 616-2482 prior to your visit to discuss procedures for visiting the Fire Station.

AMENDMENTS

The District reserves the right to issue addenda or amendments to this RFB. It is the bidder’s responsibility to obtain any and all addenda or amendments and to submit the right document(s) required. Therefore, it is important to inform Mark Jones, Purchasing Manager, jones.mark@metrofire.ca.gov and Matthew Davies, Purchasing Specialist, davies.matthew@metrofire.ca.gov of your intention to submit a bid. The District reserves the right to extend the date that responses are due.

RESTRICTION ON COMMUNICATION WITH STAFF

Bidders are prohibited from communicating with any individual other than those listed below.

Questions about the RFB process must be submitted in writing via email and include the company name and RFB name to Mark Jones, Purchasing Manager, jones.mark@metrofire.ca.gov and Matthew Davies, Purchasing Specialist, davies.matthew@metrofire.ca.gov.

Technical questions about this RFB must be submitted in writing via email and include the company name and RFB name to John Raeside, Project Manager, raeside.john@metrofire.ca.gov and Mark Jones, Purchasing Manager, jones.mark@metrofire.ca.gov and

FISCAL REQUIREMENTS

In order to fulfil fiscal requirements, all work **MUST BE COMPLETED** by June 30, 2015. All materials necessary for the completion of this project should be readily available at the time of bid submission.

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Signature: _____ Title: _____ Date: _____

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SCOPE OF WORK

- Shall remove the existing composition roof down to sheeting, including all felt and fasteners.
- All substructure, sheeting and wood fascia/soffit repair will be completed by the Contractor.
- All required flashing, gutters and downspouts will be installed by the Contractor.
- Determination of the extent of any additional work to be done will be made after the tear-off is completed. Please provide with your bid the cost per hour of "TIME AND MATERIAL" (T&M) and if there will be any upcharge above the actual cost of materials on change order work. John Raeside, Project Manager, will be the contact and approver for any additional work. We may require a total for the change order before approval if the additional work is extensive. Additional work may include fascia and gutters, soffits, sheathing and other hidden damage.
- The contractor will perform all work required to comply with Title 24 requirements. Title 24 compliance shall be a part of the original bid, and will not be considered for a change order, unless it is required by the inspector and could not have been anticipated.
- Removal and disposal of all construction generated debris.
- Contractor will acquire all permits, and pay any associated fees. The Contractor will be responsible for final sign off of the roofing permit.

Roofing material shall comply with the Cool Roof Rating Council CRRC-1 standard for cool roof systems. Specified roofing material will be Owens Corning Duration Premium Cool Shingles. An equivalent may be considered. Equivalent products shall be submitted with bid and all specifications and CRRC-1 ratings shall be included. Metro Fire will verify equivalent for approval. Color may vary by location.

Roofing installations shall comply with Standards of the Industry and applicable Building Codes. The installation will be a standard flat lay with a continuous ridge vent using Shingle Vent II 7a Class A shingle over or equivalent. Indicate description in quote if equivalent will be used.

Contractor will replace all flashing and roof jacks and install trim as required. Additional dormer vents, if required, will be provided by Contractor. New HVAC curbs, if required, will be provided by Metro Fire. The Contractor shall be responsible for weather protection commencing with reroofing work.

CONDITIONS/EXPECTATIONS OF WORK SITE

- Staging area will be provided for the Contractor and its employees.
- The contractor will work with District personnel on the placement of vehicles and trash containers to allow for the contractors efficiency, while maintaining the Station's needs.
- The Contractor will provide roll off dumpster or another means for capturing all construction trash.
- The Contractor shall provide sanitary restroom and wash station facilities for its employees in the staging area with regular waste removal. Employees and subcontractors will not be given access to facilities located within the Fire Station.
- The Contractor shall use orange barrier fencing, chain link fencing, cones and any other safety related material to secure the safety of Metro Fire and Contractor employees, visitors, inspectors, etc.
- Grounds will be kept clean and free of debris and all material shall be cleaned up (daily) for disposal by Contractor.
- The Contractor shall not block and will protect the ramp areas from debris, especially fasteners, as the **Fire Station will be in service** during the project, and nothing will be allowed to impede egress of the Fire Apparatus or personnel even for short periods of time. Exceptions require the express permission of the Station Duty Captain and / or the Project Manager.

CONDITIONS/EXPECTATIONS OF PROJECT

- The Contractor shall be responsible for weather protection commencing with reroofing work, and will be responsible for any subsequent damage and be responsible for the repair of such damage.
- Contractor shall designate a Project Safety Person, and identify this individual to the Project Manager. Safety briefings shall be conducted daily, and proper safety equipment shall be worn at all times.

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Signature: _____ Title: _____ Date: _____

Print Name: _____ Company name: _____

- The Contractor to provide a worksite supervisor daily during all construction.
- The Contractor will be responsible for obtaining any required building permit(s) and paying all associated fees.
- The Contractor shall be responsible for all inspections and completing any corrections noted. Corrections required by the building inspector, facilities manager, or project manager due to improper installation and/or improper materials or practices shall be paid for by the Contractor.
- The work shall include: Complete preparation of roof area, drains, crickets, slopes, parapet walls, penetrations, flashing, etc. per roofing material manufacturer specifications and most recently adopted, applicable building code.
- The Contractor shall remove the existing roof down to sheeting, including all felt, flashing, and fasteners.
- The Contractor shall install manufacturer’s specified barrier, if any, along with specified felt, foam, saddles, drains, etc.
- The installer must be certified by the Manufacturer as qualified to install the selected roofing material and provide evidence of having completed similar projects.
- Contractor will install new flashing and roof jacks and install trim as required. All transitions from horizontal to vertical shall comply with most recently adopted building code and manufacturer’s specifications. Any additional crickets or water drainage diversion structures shall be provided and installed by the contractor.
- Water test all drains to ensure proper operation prior to beginning work
- At the end of each day, the Contractor will ensure that all drains are in proper working order and that drain lines are unrestricted, before leaving the job site that day.
- Functional clamping ring and drain strainer shall be installed at each drain during the same workday as the single ply PVC roofing is installed.
- Install manufacturer specified walkway pads from roof access hatch to Plymovent, HVAC, and to ladder access. Walking pads will also be installed around the perimeter of equipment to insure access for maintenance and repair. Field verify locations with Project Manager
- Any movement of HVAC, duct work, or related material will be done by a licensed HVAC contractor and coordinated with Metro Fire Facilities Manager and/or the Project Manager.
- The Contractor is responsible for any damage created by employees, agents, assignees, etc. and will have repairs completed prior to completion of the job or upon request of the Project Manager.
- The Contractor shall comply with all OSHA and CAL OSHA rules and regulations.

All work shall meet current building codes including all applicable: ADA, Title 24, and Occupational Health and Safety Administration (OSHA) requirements.

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FIRE STATION 64: located at 9116 Vancouver Dr., Sacramento, CA 95826-2222, about 400 feet east of the corner of Vancouver Dr., and La Riviera Dr. (Folsom Blvd. end). This fire station was built in 1970 and was reroofed in 1995. It has not had any leak issues to date. The station is a “back in” apparatus bay, so the side yards should be available for trash containers. Station personnel park in the rear of the station. This station was built by the developer of the housing tract, and is modeled like the residential properties surrounding it. The garage was extended to house a fire engine, but the interior is a standard 2 bedroom house.



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SUBCONTRACTING

Bidders may subcontract portions of the work. Bid shall clearly indicate work they plan to subcontract and to whom. The successful Bidder assumes all liability and shall be responsible for all subcontractors' materials and workmanship. The following information shall be provided for any sub-contractors used (Use **Sub-Contractor Contact Information Form** included in this document):

- Portion of work being sub-contracted out, business name, contact name, license held, address, telephone number, fax number and e-mail address. Use sub-contractor contact information form for this information.

PREVAILING WAGES

All work shall be performed at prevailing wages. Pursuant to the provision of Articles 1 and 2 of chapter 1, part 7, Division II, of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the work contemplated under this agreement shall be paid to all workers, laborers and mechanics employed in the execution of said work by Contractor, or by any subcontractor doing or contracting to do any part of said work. This is a construction project in accordance with Section 1771.5 of the California Labor Code.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

SB 854 COMPLIANCE

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- Effective April 1, 2015: For all new projects awarded on or after this date, the contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner.

For additional information regarding SB 854 Compliance please visit: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>

Specifically, the following California Labor Codes apply:

1. LC Section 1725.5.

A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, "contractor" includes a subcontractor as defined by Section 1722.1.

(a) *To qualify for registration under this section, a contractor shall do all of the following:*

(1) Beginning July 1, 2014, register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of three hundred dollars (\$300) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' Compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be

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Print Name: _____ Company name: _____

disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

(i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.

(ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).

(b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee. (d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:

(1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.

(2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.

(3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2) of this subdivision.

(e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work, as defined in this chapter, entered into on or after April 1, 2015.

2. LC Section 1771.1.

(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

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Signature: _____ Title: _____ Date: _____

Print Name: _____ Company name: _____

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015.

3. LC Section 1771.4.

(a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:

(1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. (2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.

(3) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

(A) At least monthly or more frequently if specified in the contract with the awarding body.

(B) In a format prescribed by the Labor Commissioner.

(4) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.

(b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) of this section if either of the following occurs:

(1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.

(2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.

(c)

(1) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.

(2) The requirements of paragraph (3) of subdivision (a) shall only apply to the following projects:

(A) Projects that were subject to a requirement to furnish records to the Compliance Monitoring Unit pursuant to Section 16461 of Title 8 of the California Code of Regulations, prior to the effective date of this section.

(B) Projects for which the initial contract is awarded on or after April 1, 2015.

(C) Any other ongoing project in which the Labor Commissioner directs the contractors or subcontractors on the project to furnish records in accordance with paragraph (3) of subdivision (a).

(D) All projects, whether new or ongoing, on or after January 1, 2016.

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Signature: _____ Title: _____ Date: _____

Print Name: _____ Company name: _____

SURETY REQUIREMENTS

Bid Security

Bid Security is not required for this project.

Performance and Payment Bond

The successful bidder, upon notification of award, will be required to furnish a Performance Bond and a Payment Bond in the amount equal to one hundred percent (100%) of the contract price. Only Bonds executed by admitted surety insurers satisfactory to the District and qualifying as defined in Code of Civil Procedure section 995.120 shall be accepted. Surety must be a California-admitted surety and listed by the U.S. Treasury with a bonding capacity in excess of the Project cost.

Submit Performance and Payment Bond to:

Sacramento Metro Fire District
Attention: Matthew Davies, Purchasing
3012 Gold Canal Drive
Rancho Cordova, CA 95670-6116

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Signature: _____ Title: _____ Date: _____

Print Name: _____ Company name: _____

INSURANCE REQUIREMENTS

Upon notification of bid award, Contractor shall furnish Metro Fire with certificate(s) evidencing insurance coverage required below. Copies of required endorsements must be attached to the provided certificates. It is the responsibility of the Contractor to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms and other insurance requirements specified below. Building Trades Contractors and Contractors engaged in other projects of construction shall have their general liability Aggregate Limit of Insurance endorsed to apply separately to each job site or project. All documents must be received and approved by Metro Fire before work commences.

GENERAL LIABILITY shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

- General Liability: \$2,000,000
- Products Comp/Op Aggregate \$2,000,000
- Personal & Adv. Injury: \$1,000,000
- Each Occurrence: \$1,000,000
- Fire Damage: \$100,000

AUTOMOBILE LIABILITY

- Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
- Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.

WORKERS COMPENSATION

- Statutory

EMPLOYER’S LIABILITY

- \$1,000,000 per accident for bodily injury or disease.

ADDITIONAL INSURED

- The District, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insured’s as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no endorsed limitations on the scope of protection afforded to District, its officers, directors, officials, employees, or volunteers.

Submit ACORD Certificates of Insurance to:

Sacramento Metro Fire District
Attention: Purchasing Division
3012 Gold Canal Drive
Rancho Cordova, CA 95670-6116

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Print Name: _____ Company name: _____

PURCHASE ORDER, INVOICING AND CERTIFIED PAYROLL REPORTS

Successful bidder shall be expected to accept a purchase order from the District with Net 45 day payment terms from date of invoice. Generally, Metro Fire pays all invoices within 30 days.

All invoice(s) shall be mailed to the Purchasing Division for review and approval. (This address differs from the address pre-printed on the purchase order. Please use the below address):

Sacramento Metropolitan Fire District
Attn: Matthew Davies, Purchasing
3012 Gold Canal Dr.
Rancho Cordova, CA 95670

For all new public works projects awarded on or after April 1, 2015, contractors and subcontractors will be required to submit certified payroll records (CPRs) directly to the Labor Commissioner, using DIR’s new data-driven electronic Certified Payroll Record (eCPR) reporting system. In the event that Metro Fire cannot view the contractors certified payroll report(s) from the Certified Payroll Record (eCPR) reporting system, Metro Fire may request paper copies directly from the contractor.

GENERAL REQUIREMENTS

The Sacramento Metropolitan Fire District (District) intends to award bids to the lowest, responsive, responsible bidders. The District reserves the right to reject any or all bids offered in response to this request, and either rebid or take any other action permitted by statute. The District reserves the right to negotiate the terms and conditions of any final pricing for purchase of the items described herein.

The District intends to award the bid to the most responsive, responsible bidder. To be considered responsive:

1. All forms shall be filled out.
2. All pages of this document must be signed indicating that you have read and understand the project requirements.
3. Contractor must be registered with the Department of Industrial Relations (DIR) in accordance with Labor Code section 1725.5

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Signature: _____ Title: _____ Date: _____

Print Name: _____ Company name: _____

SUBMISSION INSTRUCTIONS

SUBMISSION PACKET

To successfully submit a Bid, Bidders are required to submit a sealed Bid packet to the location specified in the “Submit Sealed Written Bid To” on page 1. The Bid packet shall contain the following documentation:

- This “Request For Bid Document” with signature, title, date, printed name and company name at the bottom of each page indicating that the Bid document, including attachments, were received and read.
- Bidder must submit three (3) copies of its response, one (1) clearly marked “Original,” the other two (2) clearly marked “Copy.”
- Bidder is required to provide contact information as soon as possible to receive any Bid amendments and changes prior to closing.
 - Bidder shall email Purchasing Division representatives indicated on Page 1 of this Bid indicating intentions to submit Bid.
 - Contact information should include: proposer’s name, representatives’ name, phone number, fax number and/or e-mail. Failure to provide initial contact information will exclude you from receiving update notifications.
- Unless otherwise stated, it will be our understanding that all specifications requested in RFB will be met. Unwillingness or inability to comply with any specific provisions in the RFB may result in the Bid being rejected.
- Deviations from specifications must be stated by the proposer when submitting a Bid. If not stated, the District assumes that the specifications are going to be met.

SUBMISSION METHOD

Sealed Bids shall be submitted using one of the following methods:

- In Person – hand delivered to the Sacramento Metropolitan Fire District to the address provided in the “Submit Written Bid To” section.
- By mail - using certified or registered mail with return receipt requested, or by overnight delivery services to the address provided in the “Submit Written Bid To” section. Bid must be received by deadline.
- Faxed or e-mail Bids will not be accepted.

COSTS OF PREPARATION

Bidder assumes all costs of preparation of the RFB and any presentations necessary to the RFB process.

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Signature: _____ Title: _____ Date: _____

Print Name: _____ Company name: _____

GENERAL CONDITIONS

1. SUBMISSION OF BID (herein sometimes also referred to as “response”)

- 1.1. The conditions herein constitute a part of the RFB and the Bidder acknowledges acceptance of these conditions and waives all claims, rights, demands and the benefit of any provisions of any statute, rule of law or regulation that might affect the rights of the District under this RFB by signing the Request for Bid. Responses submitted that do not have all sheets of this RFB signed will not be accepted.
- 1.2. All technical communications regarding this RFB should be sent to the Technical Inquiry contact listed on page 1 of the Request for Bid. The District will assume no responsibility for oral instructions or suggestions. Should the Bidder find discrepancies in, or omissions from the specifications, or should the Bidder be in doubt as to their meaning, or any other meaning in the RFB, the Bidder must notify, in writing by e mail, the Technical Questions Contact Person, who may, if necessary, send written addenda to all Bidders.
- 1.3. Each Bidder must make full disclosure of any relationship of any employee of the District who makes recommendations concerning the selection of Bidders or any employee who may allot work to, or order supplies from, the successful Bidder. In addition, each Bidder must reveal any details of company ownership or partnership arrangements of any immediate relative employed by District.

2. BID AMENDMENT AFTER SUBMISSION AND RFB CLOSING DATE

- 2.1. Bids submitted may be withdrawn and re-submitted with amendments prior to the closing date for the RFB. Bid amendments submitted in any other manner shall not be accepted or considered by the District.
- 2.2. Any attempts to amend a submitted Bid by way of a letter or facsimile or any other document or means, which would result in a Bid being incomplete, ambiguous, inconsistent, or otherwise non-compliant, shall result in the Bid being rejected.

3. PATENTS

- 3.1. The successful Bidder will pay all royalties and patent license fees or other fees in respect of any intellectual property right required to perform the work stipulated in the RFB. The successful Bidder shall, at its own expense, defend all suits and proceedings instituted against the District and indemnify the District against any award of damages, demands, losses, charges or costs made against District if such

suits or proceedings are based on any claim that any of the products, documentation, parts or equipment, as supplied by the successful Bidder, constitutes an infringement, or an alleged infringement, of any patent or other intellectual property right by the successful Bidder or anyone for whose acts it is liable.

- 3.2. If any of the products, documentation, parts or equipment supplied by the successful Bidder constitute an infringement of patent or other intellectual property rights and its use is enjoined, the successful Bidder will, at its own expense, procure for the District, the right to continue its prior use, replace or modify the supplied item so it becomes non-infringing and meets the District's requirements, or pay District for its loss of use of the item and for consequential damages or losses which occur as a result of the actual or alleged infringement of any patent or other intellectual property right, by the successful Bidder or anyone for whose acts it is liable.

4. GENERAL

- 4.1. The District may refuse to award a contract to a Bidder who has not complied with applicable State and Federal licensing regulations or bylaws or any other requirements.
- 4.2. Each Bidder warrants that the products and services it will supply to the District conform in all respects to the standards set forth by State and Federal licensing regulations.
- 4.3. Headings and titles in the RFB are for convenience only and are not explanatory of the clauses with which they appear.
- 4.4. Any references in the RFB to statutes or regulations are deemed to include the most recent amendments thereto or replacements thereof.

5. INDEMNIFICATION

- 5.1. The successful Bidder by its acceptance of a purchase order, agrees to indemnify and hold harmless, the District, its agents and employees from and against all loss or expense that may be incurred by the District, its officials, officers, employees and agents as a result of bodily injury, including death at any time resulting there from, sustained by any person or persons, or on account of damage to property, including loss of use thereof arising out of, or as a consequence of, the performance of the work stipulated in the RFB.

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Signature: _____ Title: _____ Date: _____

Print Name: _____ Company name: _____

6. COMMITMENT

6.1. Bidders are advised that no commitment exists under this RFB until such time as the successful Bidder receives official written confirmation from the Office of the Fire Chief, in the form of a letter from the Board Clerk. See item 16 for information regarding a Formal Agreement (Contract).

7. LIMITATION OF LIABILITY

- 7.1. Under no circumstances will a Bidder be entitled to consequential damages for any loss of profit or damage to reputation.
- 7.2. Under no circumstances will a Bidder be permitted to limit their liability to an amount less than one million (\$1,000,000.00) dollars.
- 7.3. Under no circumstances will a Bidder be entitled to limit special damages.

8. ACCEPTANCE OR REJECTION

8.1. The District reserves the right to reject any and/or all Bids, as well as to cancel the project which is the subject of this RFB. Without limiting the generality of the foregoing, any Bid which: is incomplete, obscure, irregular, unrealistic or non-compliant; has erasures, ambiguities, inconsistency or correction(s); omits a price on any one or more items in any Schedule; fails to complete the information required in any Schedule or tabulation; and fails to include a duly executed required form may, at the District's sole discretion, be rejected. Furthermore, a response may be rejected on the basis of the Bidders' past performance, financial capabilities, completion schedule or failure to comply with state or federal regulations. The purpose of the District is to obtain a Bid most suitable to the interests of the District and what it wishes to accomplish. The District has the right to waive any irregularity or insufficiency or non-compliance in any Bid submitted and to accept the Bid which it deems most favorable to its interests or to reject all Bids and cancel the RFB.

9. FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT (FOIPP)

9.1. The District acknowledges that each response may contain information in the nature of trade secrets or commercial, financial, labor relations, scientific or technical information of or about a Bidder. The District acknowledges and agrees that responses to this RFB are provided in confidence and protected from disclosure to the extent permitted under applicable law.

10. PROPOSER PERFORMANCE AND EXCUSABLE DELAYS

- 10.1. The successful Bidder may be evaluated periodically throughout the course of work and at the end of the project as the case may be. Any evaluations will be shared with the Bidder, with the goal of immediate and permanent resolution where problems and concerns occur.
- 10.2. The District and Bidders acknowledge that delays in performance may arise due to events beyond their reasonable control. Such delays will be excusable and the relevant obligation suspended, but only for such reasonable period of time as the cause for the delay remains beyond the reasonable control of the obligated party.

11. COST OF PREPARATION

11.1. Bid shall be prepared at the sole cost of the Bidder and under no circumstances will the District be responsible for these costs.

12. GIFTS AND DONATIONS

12.1. The successful Bidder will ensure and certify that no representative of the successful Bidder will extend any entertainment, gift, gratuity, discount, or special service, regardless of value, to any employee of the District. The successful Bidder will report any attempt by any employee of the District to obtain such favors to the Office of the Fire Chief.

13. CLARIFICATION

13.1. The District reserves the right to seek clarification from any Bidder to assist in the evaluation of its Bid.

14. NEGOTIATION

14.1. By submitting a Bid, a Bidder accepts that a contract may be concluded upon notification by the District. However, the District reserves the right to negotiate with any Bidder the terms and conditions of the Bid. If the parties, after having bargained in good faith, are unable to conclude a formal agreement, the District and the Bidder will be released, without penalty, or further obligations other than any surviving obligations regarding confidentiality and the District may, at its own discretion, contact other Bidders whose Bids are considered suitable for the project and attempt to conclude a formal agreement with them.

15. INTELLECTUAL PROPERTY

15.1. The successful Bidder represents and warrants that it has the sole and unrestricted right title

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Signature: _____ Title: _____ Date: _____

Print Name: _____ Company name: _____

and interest or good and sufficient power, authority, and right, to use any intellectual property required for the performance of the contract.

- 15.2. The successful Bidder shall pay all fees associated with the use of the intellectual property, including, but not limited to, license fees and royalties, required for the performance of the contract.
- 15.3. The successful Bidder shall hold the District, its Board of Directors, the Chief, employees, officers, and agents harmless from and against all claims, demands, losses, costs, damages, actions, suits or proceedings arising out of the successful Bidder's performance of the contract which are attributable to an infringement or an alleged infringement by the successful Bidder, or anyone for whose acts they may be liable, of any intellectual property right. If the District is enjoined or there is a reasonable likelihood that it may be enjoined as a result of an injunction or claim from using any intellectual property that is incorporated into, or associated with, any product or equipment installed by the Successful Bidder, the Successful Bidder, at its sole expense, shall: procure the right for the District to continue using the infringing intellectual property; or replace or modify the intellectual property to make it non-infringing, so long as such replacement or modification does not adversely affect the performance or use of the product or equipment or the Work generally, all subject to the prior written approval by the District.

16. EXECUTION OF FORMAL AGREEMENT

- 16.1. If the Bidder's Bid is accepted, the Bidder may be required to enter into a separate Formal Written Agreement.
- 16.2. The Formal Written Agreement will be prepared by the District and provided to the Bidder for review. The Bidder will endeavor, in good faith and in a timely manner, execute the Formal Written Agreement (Contract) and return the executed document to the District.
- 16.3. Absent a separate Formal Written Agreement, the terms and conditions of the Request for Bid, including referenced Attachments, will prevail and act as the Contract.

17. NO COLLUSION

- 17.1. Except as otherwise specified or by reason of a provision of the contractual documents, no person

either natural, or corporation, other than the Bidder, has or will have any interest or share in its Bid or in any award or contract arising out of this RFB. There is no collusion or arrangement between the Bidder and any other actual or prospective Bidders, in connection with Bids submitted in response to this RFB, and the Bidder has no knowledge of the contents of other Bids and has made no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of its Bid.

18. RIGHT TO TERMINATE THE CONTRACT

- 18.1. Any of the following occurrences or acts will constitute a material breach by the successful Bidder under the terms and conditions of the contract:
 - a) Non-performance or non-observance of any of its other covenants, agreements, or obligations hereunder, express or implied, continuing for fifteen (15) days after the District has given the successful Bidder notice in writing.
 - b) If the failure cannot be remedied within fifteen (15) days, then the District, at its discretion, may extend, in writing, the time period, or terminate the contract; an assignment for the benefit of creditors or becoming bankrupt or insolvent, taking the benefit of any legislation for the protection of bankrupt or insolvent parties; or the appointment of a Receiver for the successful Bidder.
 - c) In the event either Subparagraphs (b) or (c) occur, as set forth in this Bid, the District will have the right to terminate the contract immediately, which shall be done in writing and sent to the Bidder via certified, U.S. Mail.

- 18.2. Notwithstanding anything contained herein, the District may, at any time during the term of the contract, upon giving 30-days written notice to the successful Bidder, terminate the contract, if the District is of the opinion that the services supplied by the successful Bidder are of a unsatisfactory standard to the District or that the successful Bidder

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Signature: _____ Title: _____ Date: _____

Print Name: _____ Company name: _____

no longer has the financial capability to perform its obligations under the contract.

18.3. Further, the District, in its sole discretion, may terminate the agreement for reasons including, but not limited to, unethical or criminal activities upon giving 7-days written notice to the successful Bidder.

19. NO WITHDRAWAL OF PROPOSAL

19.1. A Bid is a specialty instrument by the Bidder and is irrevocable. Therefore, it may not be withdrawn after its opening until it has been considered and either rejected or accepted by the District, or the RFB has been cancelled.

20. ACCEPTANCE OF PROPOSAL

20.1. The acceptance of a Bid by the District will be made by written notice, from the Office of the Fire Chief, addressed to the successful Bidder, at the address given in the Bid.

21. EVALUATION CRITERIA

21.1. The District retains the option to clarify Bid information and/or request on site evaluation of the product from any proposers once the bidding process is closed.

21.2. The following criteria will be utilized by the Evaluation Team to determine the successful proposer:

- Compliance with mandatory elements of RFB
- No conflict of interest
- Bidder adheres to the instructions of the RFB
- Service/product
- compliance with scope of work/specifications
- Cost

22. If successful, the Bidder may be required to provide: A CREDIT CHECK

22.1. The successful Bidder agrees to allow and authorize the District to conduct a credit check. A "Credit Application" form shall be completed and returned to the District within 24 hours after receipt by the successful Bidder, if so requested by the District.

23. PERFORMANCE GUARANTEE

23.1. A contract performance guarantee will be required in a form, type and amount, to be mutually agreed upon during contract

negotiations between the District and the successful Bidder. All costs associated with obtaining said performance guarantee will be the sole responsibility of the successful Bidder.

24. INSURANCE REQUIREMENTS

24.1. The successful Bidder shall, during the term of this Agreement and at its own expense, maintain with Insurers, satisfactory to the District's General Counsel, the following insurance policies:

24.1.1. A Commercial General Liability insurance policy for bodily injury (including death) and property damage in an amount of not less than TWO MILLION DOLLARS (\$2,000,000.00) inclusive limit for any one occurrence and such policy shall include:

- District as an Additional Insured;
- A Cross Liability clause;
- Contractual Liability Coverage; and
- Non-Owned Automobile Liability Clause.

24.1.2. A Professional Liability insurance policy for damages arising out of errors, omissions, or negligent acts by or on behalf of the Bidder in providing professional services under this Agreement, such insurance policy to be in an amount of not less than ONE MILLION DOLLARS (\$1,000,000.00) for any one claim, and in the annual aggregate, or such other amount as agreed to by the District and the Bidder and confirmed in writing, and such insurance shall remain in full force and effect for at least twenty four (24) months after completion of the contract, if applicable.

24.2. That said insurance policies shall include a provision for the District to be given thirty (30) days prior written notice of cancellation, and thirty (30) days prior written notice of any material change(s) requested by Bidder of said insurance policies.

24.3. The Bidder shall furnish documentary evidence, satisfactory to the District's General Counsel, of evidence of such policies and of the renewal or continuance of such insurances within ten (10) business days of any expiration date(s) thereof.

24.4. The Bidder, and not the District, shall be responsible for any deductible that may apply in any of the said insurance policies.

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Signature: _____ Title: _____ Date: _____

Print Name: _____ Company name: _____

24.5. The Bidder covenants and agrees that the District's insurance requirements mentioned above shall not be construed to and shall in no manner limit or restrict the liability of the Bidder.

25. PROVEN SATISFACTORY PERFORMANCE

25.1. The District reserves the right to reject any Bid based on products that have not demonstrated proven satisfactory performance through field trials or actual use by the District, or a comparable fire agency. Whether a product meets this requirement shall be at the sole decision of the District. The lowest monetary Bid of any of the submitted Bids will not necessarily be accepted

26. WARRANTY

26.1. The Bidder shall supply information regarding the warranty that the Bidder is prepared to offer to the District, including the warranty period for each item and all warranty terms and conditions.
26.2. The warranty and service period shall commence after systems have passed the acceptance testing by the District, if applicable.

27. MAINTENANCE AND SUPPORT

27.1. If applicable, the Bidder should supply information regarding maintenance and support available to support the proposed system after the warranty period has elapsed.
27.2. The Bidder should supply a copy of their standard maintenance agreement, if applicable.

28. INVOICES AND PAYMENTS

28.1. The Bidder shall submit properly certified invoices to District. The invoice(s) shall contain the following information: The purchase order number, item numbers, description of supplies or services, quantities, unit prices, and discounts, if applicable.
28.2. When a purchase order is issued against this Contract that has the potential for multiple or partial deliveries, a separate invoice shall be generated for each completed delivery accepted by District.
28.3. Failure to comply with these requirements or to provide an invoice in conformance with this Bid document may delay payment.
28.4. District does not anticipate issuing a separate contract to bind both parties to the terms and conditions of this Bid. The successful Bidder's acceptance of the purchase order will be acknowledgment of the Bidder's intent to be bound by the terms and conditions as stated in this document.

28.5. District will not be bound by prices contained in an invoice that are higher than the original Bid. If a price increase has not been accepted in writing by District, the invoice may be rejected and returned all items to the Bidder at no cost to District.

28.6. No advance payment shall be made for the goods or services furnished by the Bidder pursuant to this Contract.

28.7. Standard government payment terms are net 45 days from date of receipt of goods or invoice, whichever is later.

29. NON-EXCLUSIVITY

29.1. The District may elect to purchase any items listed in this agreement from another proposer if this is beneficial and is in the best interest of District in order to fulfil its mission of providing fire and emergency services to the public.

30. REJECTION OF GOODS OR SERVICES AND REPROCUREMENT COST

30.1. After award, District representatives shall have the option of rejecting or refusing delivery of any and all goods or services which are not in strict conformity with the requirements of this Bid. All rejected goods or services shall be replaced.

30.2. Items found defective or not meeting Bid specifications shall be picked up and replaced by the successful Bidder at the next service date at no expense to the District. If any item(s) refused are not picked up within one week after notification, the item will become a donation to the District unless otherwise agreed upon by the District.

30.3. When a Bidder fails to furnish goods or services in accordance with terms of this Contract, and District must purchase at a price greater than the contract price, the difference may be charged to the Contractor.

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Signature: _____ Title: _____ Date: _____

Print Name: _____ Company name: _____

COMPANY/CONTACT INFORMATION FORM

COMPANY INFORMATION

Choose One General or Limited Liability Corporation General or Limited Liability Partnership Individual or Sole-Proprietorship Other explain _____

Contractor License #: _____ If Corporation, Date Incorporated: _____
 States Incorporated: _____

Contractor License Expiration Date: _____ Contractor License Classification(s): _____

DIR LC 1725.5 Registration # _____ Federal Tax ID # _____

Legal Contractual Name of Firm: _____

CONTACT INFORMATION

Address: _____ City: _____ St: _____ Zip-Code: _____

Mailing Address: _____ City: _____ St: _____ Zip-Code: _____

Contact Name: _____

Title: _____

Email: _____

Phone: _____ Fax: _____

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Signature: _____ Title: _____ Date: _____

Print Name: _____ Company name: _____

SUB-CONTRACTOR CONTACT INFORMATION FORM

Choose One	<input type="checkbox"/> Sole Owner	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation
Contractor License# _____	DIR LC 1725.5 Reg # _____		
Firm Name: _____			
Address: _____		City: _____	Zip-Code _____
Contact Name: _____			
Title: _____			
Email: _____			
Phone: _____		Fax: _____	
Work being subcontracted: _____			

Choose One	<input type="checkbox"/> Sole Owner	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation
Contractor License# _____	DIR LC 1725.5 Reg # _____		
Firm Name: _____			
Address: _____		City: _____	Zip-Code _____
Contact Name: _____			
Title: _____			
Email: _____			
Phone: _____		Fax: _____	
Work being subcontracted: _____			

Choose One	<input type="checkbox"/> Sole Owner	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation
Contractor License# _____	DIR LC 1725.5 Reg # _____		
Firm Name: _____			
Address: _____		City: _____	Zip-Code _____
Contact Name: _____			
Title: _____			
Email: _____			
Phone: _____		Fax: _____	
Work being subcontracted: _____			

FILLED OUT BY BIDDER

Signature: _____ Title: _____ Date: ____/____/____
 Print Name: _____ Company name: _____

BID PRICE / QUOTATION SHEET

FIRE STATION 64: located at 9116 Vancouver Dr., Sacramento, CA 95826-2222



Bid Amount

Quote \$ _____

Anticipated Start Date
(Projects must be completed by
Jun 30, 2015) _____

Estimated # Days to
Complete Project _____

Time & Material Rates

Labor Rate \$ / Hour _____

Admin Rate on Materials _____

FILLED OUT BY BIDDER

Signature: _____ Title: _____ Date: ____/____/____

Print Name: _____ Company name: _____

PROPOSAL PACKET CHECKLIST

- Signed, filled out and responded to all pages of this RFB
- 1 original complete packet (marked **ORIGINAL**)
- 2 copies of the complete packet
- Company/Contact Information Form (filled out)
- Sub-Contractor Contact Information Form (filled out, if necessary)
- Bid Packet Checklist

FILLED OUT BY BIDDER

Signature: _____ Title: _____ Date: ____/____/____
Print Name: _____ Company name: _____