

Prepared By
SUPPLY CHAIN SERVICES

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INVITATION FOR BIDS, INSTRUCTIONS TO BIDDERS,
BID FORMS, CONTRACT FORMS, AND
SCOPE OF SERVICES

INVITATION FOR BID NO. 160009.JM

SCAFFOLD RENTAL, INSTALLATION AND REMOVAL SERVICES

* * *

PRE-BID CONFERENCE

Tuesday

February 2, 2016

8:30 A.M.

* * *

Bids are due at **2:00 P.M.**, Local Time, **Tuesday, February 16, 2016.**

BID NO. 160009.JM**SCAFFOLD RENTAL, INSTALLATION AND REMOVAL SERVICES****TABLE OF CONTENTS**

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1. INVITATION FOR BIDS**NO. 160009.JM**

The Sacramento Municipal Utility District, hereinafter referred to as SMUD, is soliciting Bids for **SCAFFOLD RENTAL, INSTALLATION AND REMOVAL SERVICES**.

This Invitation for Bid provides instructions to contractors for submitting Bids and establishes terms and conditions under which SMUD will contract for such services.

Bids responding to this Invitation for Bid will be due at **2:00 P.M.**, Local Time, **Tuesday, February 16, 2016**.

All Bids must strictly conform to the requirements described in this Invitation for Bid.

BIDDERS SHALL PAY PARTICULAR ATTENTION TO THE FOLLOWING REQUIREMENTS:

ENVIRONMENTAL PROCUREMENT:

SMUD has adopted an Environmental Protection Policy in which it commits to environmental stewardship, the conservation of natural resources, reductions in the use of hazardous substances, reductions in mobile sources of NOx emissions, and recycling and responsible disposal. SMUD will promote environmental procurement practices that will minimize environmental impacts, conserve natural resources, and reward environmentally conscious manufacturers and contractors, while remaining fiscally responsive. To further its policy SMUD will favor environmentally preferable procurements when price, quality, and availability are equal. To this end, SMUD will endeavor to reward environmentally conscious manufacturers, suppliers, and contractors with contracting opportunities that address these policy goals in addition to providing SMUD and its customer-owners fiscally responsible procurement options.

SUPPLIER EDUCATION & ECONOMIC DEVELOPMENT (SEED) PROGRAM:

SMUD is committed to achieving full and equal contracting opportunities for ratepayers doing business with SMUD and has adopted the program described in this solicitation to help fulfill that commitment.

SAFETY PROGRAM REQUIREMENT:

The personal safety and health of the general public, SMUD employees, and Contractor employees is of paramount importance. Included within this specification are safety instructions that have been prepared to aid a Contractor or Contractor's employees to comply with the safety requirements and regulations which are necessary to avoid personal injury to the general public, SMUD employees, and Contractor employees and to prevent damage to SMUD buildings, equipment, or materials while performing this contract.

PREVAILING WAGE REQUIREMENT:

Any contractor undertaking any public work, and any subcontractor under him, shall pay not less than the general prevailing rate of wages and the general prevailing rate for holiday and overtime work, in the locality in which the public work is to be performed, for each craft, classification, or type of workman needed to perform the public work. The prevailing rates of wages shall be as determined by the Director of the Department of Industrial Relations of the State of California. The established rates are available at <http://www.dir.ca.gov/dlsr/#PWD>.

- No contractor or subcontractor may be listed on a bid proposal for a public works project 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 unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- Contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner pursuant to Labor Code section 1771.4.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

SACRAMENTO MUNICIPAL UTILITY DISTRICT

By: /s/: Jesse Mays

Name: Jesse Mays

Title: Procurement Specialist

Date: January 21, 2016

2. SCOPE OF SERVICES

2.1. GENERAL

SMUD is soliciting bids for Scaffolding Services.

The work to be performed under this Contract will be done at various SMUD Power Generation Operation Facilities throughout the Upper American River Project (UARP) in El Dorado County, California.

Failure of the Contractor to become acquainted with all available information regarding any applicable conditions will not relieve Contractor from the responsibility for properly assessing either the difficulties or the costs of successfully performing the work. No extra payment will be made for the Contractor's failure to determine existing conditions.

SMUD assumes no responsibility and makes no guarantee concerning information not included in the plans and specifications or information provided by others, including SMUD personnel, about the general and local conditions that may impact the work and/or costs.

2.2. SCOPE OF WORK

The Contractor shall furnish all supervision, labor, materials, equipment, and incidentals necessary to accomplish the work in accordance with the Contract. The work generally consists of:

Scaffolding that is to be erected as-needed, for preventative maintenance activities, and painting and testing of plant equipment. SMUD field crews do erect most small scaffold jobs thus this contract will be used for the larger scale projects.

2.3. TASK AUTHORIZATION

Prior to commencing work on any activity or assigning personnel in staff augmentation roles, SMUD will issue a Task Authorization for each requested Contract activity. The Task Authorization will contain at a minimum the following:

- a description of the work to be performed
- the estimated cost
- time required
- any extraordinary project parameters

A Task Authorization Letter, prepared by SMUD and signed by both parties' authorized representatives will be the authorization for the Contractor to perform the task. The Contractor shall, within three working days of receipt of any Task Letter, accept or reject it. Any rejection shall be accompanied by a written explanation.

The Contractor will provide SMUD with a monthly report that briefly describes the status of all Contract tasks. All invoices billing to a Task will be submitted to SMUD within 90 days of Task closing date. Invoiced costs for any Task that are in excess of the approved Task value will not be reimbursed by SMUD.

The Contractor shall provide written notice within seven (7) days to SMUD when task expenditures reach 70 percent of the authorized dollar limit.

SMUD retains the right to terminate individual Task authorizations due to changing requirements or other reasons. Such termination notice shall be issued in writing and will specify a date for Task closure and turnover of existing deliverables. This termination is not constricted by the 30-day notice requirement contained in the Term and Condition entitled Termination, and notification will be determined by the nature of the work and reasons for termination.

2.4. RENTAL PERIODS

SMUD, when possible, will identify approximate rental periods in their Task Orders. Except in circumstances of failed equipment, SMUD will give two days' notice of rental period termination. In no case shall rental periods include time during which equipment is unavailable or out of service. All such time shall be to the credit of SMUD.

2.5. CONDITION OF THE EQUIPMENT

Equipment shall be in such condition to render efficient and continuous service and be equipped with all necessary safety devices. All equipment that is not able to perform the service intended shall be promptly replaced.

2.6. RENTAL EQUIPMENT REPAIR

Contractor shall be responsible for all equipment maintenance, repair, and replacement.

2.7. EQUIPMENT TITLE

Title to equipment shall remain with Contractor.

2.8. MAINTENANCE OR REPAIR

SMUD shall make equipment available for maintenance/repair at Contractor's reasonable request. All Contractor personnel must sign in at the Maintenance Headquarter upon their arrival to perform services.

When equipment is placed out of service for maintenance/repair purposes and return to service is not expected for a period of at least two days, Contractor shall provide a replacement, at no additional cost, within 24 hours.

2.9. CONTRACTOR'S LICENSE

In accordance with Public Contract Code Section 3300 and Business and Professional Code Section 7059, SMUD has determined that the Contractor must possess a current California Contractor's License in one of the following classes:

<http://www.cslb.ca.gov/licensing/classifications.asp>

GENERAL ENGINEERING CONTRACTOR (A)

Or

C-61 LIMITED SPECIALITY/ D-39 SCAFFOLDING

If the Contractor is a specialty Contractor, the majority of the work must fall within the specialty classification, and all work to be performed outside of the licensed specialty must be performed by appropriately licensed subcontractors.

All subcontractors employed by the Contractor must have a current license in the specialty for the work being done, and are limited to performing only work for which licensed.

A copy of all Contractor and subcontractor licenses shall be submitted to SMUD's Contract Manager prior to beginning the Work.

2.10. COMMENCEMENT, COMPLETION TIME, & LIQUIDATED DAMAGES

The Contractor shall commence with diligence to complete the work in accordance with the Contract upon issuance of a written Notice to Proceed. The Notice to Proceed will be issued by the Engineer at the earliest practical date after execution of the contract documents.

SMUD solicits many bids throughout the year. Contractors that are awarded more than one contract will be required to independently complete the work under the terms of each individual contract. This may necessitate performing work in parallel on more than one contract at a time, as determined by SMUD's scheduling needs.

2.11. TERM OF AGREEMENT

The term of this agreement is anticipated to be from **March 1, 2016** to **February 28, 2019**. The actual dates will be established in the contract when awarded and shall remain in effect unless changed by mutual written agreement of the contracting parties. SMUD prepares its annual budget on a calendar year basis. The budget is subject to the approval of SMUD's Board of Directors. This Contract shall be for a three-year period, subject to approval by SMUD's Board of Directors of the corresponding annual budget, unless otherwise mutually agreed upon in writing.

The Contract shall terminate upon completion of the last job ordered by SMUD prior to **February 28, 2019**. The last job ordered may extend beyond **February 28, 2019** for completion of the work.

2.12. COST INCREASE BEFORE COMPLETION

Any increase in labor rates, material costs, or equipment rates as may occur from the bid opening date up until the end of the contract period shall be considered included in the bid prices, and no adjustment in payment will be made to the Contractor.

2.13. HOURS OF WORK

The normal hours of work shall be 6:00 a.m. to 4:30 p.m. Monday through Thursday. SMUD may allow work during hours or on days other than normal, provided the Contractor makes a written request to the Engineer at least 48 hours in advance.

2.14. SAFETY OF PERSONNEL

The Contractor has the responsibility for compliance with safety and health standards of the California Occupational Safety and Health Act, and all applicable rules, regulations and orders.

The Contractor shall conduct a jobsite safety briefing with all employees prior to the initial commencement of work, and then daily during the performance of the job. Additionally, drivers of all material delivery trucks, equipment operators, and all others shall be thoroughly briefed by the Contractor on the hazards and safety requirements before entering the jobsite.

The Contractor shall provide the Field Representative of the Engineer with a statement, signed by each person involved in the work, that a safety briefing has been given and that they are aware of the hazards and safety precautions required for working in the vicinity of operating machinery and energized electric equipment. The Contractor may use the SAFETY FORM included herein.

CAUTION:

PORTIONS OF THE WORK ARE LOCATED NEAR ENERGIZED ELECTRICAL EQUIPMENT, BUS, CABLES, DUCTS, AND OTHER ELECTRICAL FACILITIES. THE CONTRACTOR AND CONTRACTOR PERSONNEL SHALL USE EXTREME CARE WHILE PERFORMING WORK IN THE VICINITY OF ENERGIZED EQUIPMENT.

It is the Contractor's responsibility to ascertain the location and to be fully aware of the proximity of the work to energized electrical facilities or other hazards. No person shall be permitted to enter any electrically energized area, except in the presence of the Field Representative of the Engineer.

The Contractor shall erect protective barriers around all electrically energized facilities. Only OSHA approved, non-conductive ladders will be used when working in maintenance holes or near any electrically energized facilities.

The Contractor shall require all personnel on the jobsite to comply with SMUD's hard hat policy which is: Hard hats, complying with ANSI Standard Z89.1-1997, Type II, Class E, shall be worn at all times within the enclosed perimeter of SMUD substations, regardless of whether the station is energized, and on all SMUD construction sites.

SAFETY FORM (SAMPLE)

This form shall be completed for every employee before starting to work on the project and shall be given to the SMUD Field Representative of the Engineer.

Sacramento Municipal Utility District

Attention: (MS)

PO Box 15830

6201 S Street

Sacramento, CA 95852-1830

PROJECT:

CONTRACT NO.

FROM:

Prime Contractor:

Company:		
Street Address:		
City:	State:	Zip:
Signed:		

Subcontractor:

Company:		
Street Address:		
City:	State:	Zip:
Signed:		

Supplier:

Company:		
Street Address:		
City:	State:	Zip:
Signed:		

WE, THE UNDERSIGNED EMPLOYEES, have been briefed on the hazards and safety precautions required for working in the vicinity of operating machinery and energized electrical equipment.

BRIEFED BY:

Print Name	Signature	Date

Employees:

Print Name	Signature	Date
Print Name	Signature	Date
Print Name	Signature	Date
Print Name	Signature	Date
Print Name	Signature	Date
Print Name	Signature	Date
Print Name	Signature	Date
Print Name	Signature	Date
Print Name	Signature	Date
Print Name	Signature	Date
Print Name	Signature	Date
Print Name	Signature	Date
Print Name	Signature	Date
Print Name	Signature	Date

2.15. UTILITIES FOR CONSTRUCTION

SMUD will not provide electrical power, telephone hookup, sanitary facilities or water. The Contractor is responsible to provide all necessary temporary utilities to complete the work. All of the Contractor's temporary utility facilities shall conform to all applicable codes, laws, ordinances, and regulations.

SMUD will not provide telephone connections.

2.16. OVERTIME PAYMENT FOR FIELD REPRESENTATIVE

An advance notice of 48 hours shall be given to the Inspector for all work done outside the normal hours of work.

If only for the convenience of the Contractor and without benefit for SMUD, the Contractor desires to work outside of "regular" work hours or on weekends or holidays, Contractor shall bear the costs for the presence of the Field Representative of the Engineer. The cost for each Field Representative shall be [\$163.19] per hour for straight time and [\$186.03] per hour for overtime. Overtime is defined as all time in excess of eight hours per day or forty hours per week, and all hours on weekends. Holiday cost shall be [\$208.87] per hour. Daily logs shall record the actual hours worked and shall be affirmed by the Contractor. Costs shall be deducted from monthly progress payments.

2.17. LEGAL ADDRESSES

All notices, letters, and other communication to the Contractor will be mailed or delivered to the Contractor's designated representative, or to the Contractor's business address listed in the bid, or to the Contractor's office at the jobsite, with delivery to any of these locations being deemed as delivery to the Contractor. The address of the Engineer included herein is hereby designated as the place to which all notices, letters, and other communication to SMUD shall be mailed or delivered. Either party may change their address at any time by providing written notification to the other party.

All notices, letters, and other communications directed to SMUD shall be addressed and delivered to:

Sacramento Municipal Utility District

Attention: Jorge Soto (MS M101)

PO Box 15830

6201 S Street

Sacramento, CA 95852-1830

Invoices:

SMUD highly encourages the use of Electronic Invoicing. Invoices delivered electronically must be:

- In PDF file format and e-mailed to: smudinvoic@smud.org.
- Invoice and supporting documents must be included in a single PDF file.
- SMUD's contract or purchase order number must be clearly displayed on the electronic invoice.

- Multiple invoices may be transmitted in a single email; however, each invoice and its related supporting documents must be contained in a separate PDF file.

Mailed Invoices: Although not the preferred method, SMUD shall maintain for a limited time the ability to receive and pay against hard copy invoices.

If unable to submit electronically, mail invoices to Sacramento Municipal Utility District, Attention: Accounting Department, Mailstop B302, Post Office Box 15830, Sacramento, CA 95852 1830.

2.18. ASSIGNED PERSONNEL

Notwithstanding any other provision of this agreement to the contrary, SMUD reserves the right in its sole discretion, upon giving notice thereof to Contractor, to discontinue and terminate the services, in whole or in part, of any individual assigned to perform services under this agreement by Contractor or its agents. Contractor shall have the right, subject to the terms and conditions of this agreement, to provide suitable replacement personnel.

2.19. SAFETY AND ENVIRONMENTAL AWARENESS

Safety and environmental protection are very important to SMUD. It is the Contractor's responsibility to ensure all contractor and subcontractor employees working within and around the Upper American River Project receive training prior to beginning work on the Project, and annually thereafter. This training will be provided by SMUD at the Hydro Generation Maintenance Administration Building located at 7540 Highway 50 just east of Pollock Pines, CA or an alternative location agreed to by the Contractor and SMUD. The training will ordinarily last no more than two (2) hours. Contractor is responsible for making arrangements for the training in advance in coordination with the Field Engineer or Contract Manager. Each employee receiving the training will be required to sign a log acknowledging receipt of the training and agreeing to abide by any safety and environmental guidelines or procedures required by SMUD for working in the Project Area. Any employees found working in the Project Area without receiving the required training may be dismissed from the job site by any SMUD representative and shall not return until the above condition is met and additional costs incurred by the Contractor as a result shall not be charged to SMUD.

2.20. LUMP SUM PRICE BREAKDOWN

The Contractor shall prepare and submit to the Engineer for approval, a breakdown of the lump sum contract prices according to the system of accounts provided by the Engineer. The Engineer shall approve the Contractor's price breakdown before any payments are made under this Contract. Each invoice submitted for payment shall be prepared in accordance with the price breakdown approved by the Engineer.

The sum of the items listed in the Contractor's price breakdown shall equal the contract lump sum price or prices. Overhead and profit shall not be listed as separate items. The value of equipment and materials delivered to the jobsite shall be listed separately from the installation value. An unbalanced breakdown estimate providing for overpayment to the Contractor on items of work that would be performed first will not be acceptable.

The breakdown shall subdivide the work into component parts in sufficient detail to serve as a basis for computing progress payments. Approval by the Engineer shall not constitute an

agreement as to the value of each indicated item, or be used in calculations of contract change orders.

2.21. CASH FLOW PROJECTION

The Contractor shall submit a cash flow projection, plotting anticipated progress payments on a monthly basis for the life of the Contract. Such cash flow projection shall be acceptable to the Engineer before any payments are made under this Contract. The projection shall be updated as often as is necessary to provide the Engineer with the most up-to-date information available.

2.22. WORK WITHIN PUBLIC STREETS

SMUD will obtain encroachment permits for work within public streets or highways. The Contractor shall comply with the requirements of the permits and shall pay all costs associated therewith.

The Contractor shall be responsible for all traffic control. All traffic control on streets in the City of Sacramento shall conform to the requirements of the "WATCH" booklet (Work Area Traffic Control Handbook). A copy of the booklet may be obtained from the City of Sacramento Traffic division, located at 1023 J Street, Sacramento, California. All traffic control on streets of the County of Sacramento shall conform to Section G6-09 of the Standard Construction Specifications of the County of Sacramento. Traffic control on State highways shall conform to the "Manual of Traffic Controls". Work that interferes or conflicts with traffic or existing access to the roadway surface shall not be performed until a plan for the satisfactory handling of traffic has been submitted by the Contractor and approved by the Engineer.

All work on public streets or highways shall be performed during the hours stated in the permits. The time of work shall also be coordinated with the Field Representative of the Engineer or the Engineer.

At least two lanes of traffic shall be maintained on one-way streets and at least one lane of traffic in each direction shall be maintained on two-way streets during construction working hours. All lanes of traffic shall be open outside of construction working hours.

[Work on J Street is restricted to 8:30 a.m. to 11:30 a.m. and 1:30 p.m. to 4:00 p.m., with all lanes of traffic open outside of these hours.]

All excavations in or adjacent to areas of vehicular travel shall be shored. Adequate fencing, shoring, bridging, barricades, signs, warning lights, and flares shall be provided and maintained by the Contractor for the protection and safety of the public and for traffic control. All costs for traffic control and safety devices are incidental to the work and no separate payment will be made.

2.23. COOPERATION WITH OTHERS

Other Contractors and SMUD personnel may be working at the site during the course of this work. The Contractor shall cooperate to the fullest extent with all other contractors and SMUD workers who may be performing work on behalf of SMUD at the jobsite. The Contractor shall conduct operations to minimize interference with the facilities and work of such other contractors or workers. The Engineer may direct that the Contractor and others mutually use certain facilities at the site. The Contractor shall coordinate activities with others at the site to ensure that all work progresses in an orderly manner. The coordination shall be through the

Engineer or The Field Representative of The Engineer. The Contractor shall provide unrestricted and safe access for SMUD personnel to all portions of the work at all times.

The following work by other contractor(s) and/or SMUD will be in progress during the time of this contract:

1. To be determined, if applicable, by Task Authorization.

The Contractor shall promptly make good, at Contractor's own expense, any injury, or damage that may be sustained by other contractors, SMUD, and employees of SMUD due to activities associated with this Contract. The Engineer shall resolve any difference or conflict that may arise between the Contractor and other contractors, or between the Contractor and workmen of SMUD, in regard to their work.

2.24. RISK AND HAZARDS

Unpredictable events such as landslides, falling rocks, avalanches, rising waters, high winds, unexpected rain, hail and/or snow storms, lightning, forest fires, falling limbs or trees and other hazards are natural phenomena which present risks to the Contractor's employees, property, work and work progress. The Contractor shall assume such risks.

The Contractor is responsible for inspecting the jobsite, local right-of-ways, and the immediate adjoining area for dangerous conditions such as trees, hanging limbs, and other hazards. After securing permission from the Engineer, the Contractor is responsible for the elimination of such hazards without additional cost to SMUD.

2.25. DAMAGE BY OTHERS

In the event another party not under Contractor's supervision or control damages the Contractor's work, the Contractor shall make a claim directly with the party involved. If a conflict or disagreement develops between the Contractor and one of SMUD's other contractors concerning the responsibility for damage or loss to the Contractor's work, the Engineer shall resolve the conflict. Such conflicts shall not be cause for delay in the restoration of the damaged work. The Contractor shall restore the work immediately and the cost thereof will be assigned based on the resolution of the conflict.

3. INSTRUCTIONS TO BIDDERS

3.1. TIME AND MANNER OF SUBMISSION

Bids shall be submitted to and received by SMUD's Supply Chain Services office. Bids will be publicly opened at **2:00 P.M., Local Time, Tuesday, February 16, 2016.**

Any bids received by SMUD after the time specified shall be returned unopened pursuant to Section 53068 of the Government Code.

Bids must be enclosed in a sealed envelope and addressed as follows:

By U.S. Mail or Hand Delivery:

Sacramento Municipal Utility District
Supply Chain Services Office:
Attention: Jesse Mays (MS EA404)
Request for Quotation No. **160009.JM**
4401 Bradshaw Road
Sacramento, CA 95827

By Overnight or Express Delivery

Sacramento Municipal Utility District
Warehouse Operations/Supply Chain Services
Attention: Jesse Mays (MS EA404)
Request for Quotation No. **160009.JM**
9774 Kiefer Blvd
Sacramento, CA 95827

The Bid-mailing envelope must be clearly marked as a Bid responding to SMUD Invitation for Bid No. **160009.JM**; **ATTENTION: JESSE MAYS**. The envelope shall also show the Contractor's name and address.

Each Bid shall give the full business address of the Bidder and shall be signed by an authorized official of the company. The name of each person signing the Bid shall be typed or printed below the signature. When requested by SMUD, satisfactory evidence of the authority of the person signing on behalf of the Bidder shall be furnished.

Bids shall cover the entire scope of the Invitation for Bids and addenda, if any, thereto. SMUD will not entertain bids for individual items of the schedule.

Erasures or other changes in the bid should be explained or noted over the signature of the Bidder. Failure to do so may be cause for rejection of the bid at SMUD's option.

All Bids submitted become the property of SMUD.

Directions for Visitors:

To get to SMUD's East Campus location (EC-OC) at 4401 Bradshaw Road:

From US Highway 50, take Watt Avenue exit (exit 11)
Head South on Watt Avenue (approx. 1.8 miles)
Turn left onto Jackson Hwy (CA-16 East) (approx. 2.1 miles)
Turn left onto Bradshaw Road (approx. 0.9 miles)
Turn right into SMUD's EC-OC visitor's entrance

Please note: There is no access to the EC-OC visitor entrance from Southbound Bradshaw Road.

3.2. EXPLANATIONS TO BIDDERS

Should the Bidder find discrepancies in or omissions from this document, or should the intent or meaning appear to the Bidder to be obscure or ambiguous, the Bidder should immediately send SMUD a written request for interpretation, clarification, or correction thereof before submitting a Bid. The Bidder making such a request will be solely responsible for the timely receipt of the

written request by SMUD. Replies to such inquiries will be made only in the form of addenda to this Invitation for Bid, and will be issued simultaneously to all business firms or persons who have obtained a copy of the Invitation for Bid from SMUD. Verbal requests for information during the period of Bid preparation are acceptable if made sufficiently in advance of the Bid opening date to allow issuance of an addendum to the Invitation for Bid. Direct all communications regarding questions on this Invitation for Bid prior to the due date to the following, as appropriate:

Contact	CONTRACTUAL	SUPPLIER DIVERSITY
Contact Name	Jesse Mays	Lori Okamoto
Phone number	(916) 732-5744	(916) 732-5984
E-mail	Jesse.Mays@smud.org	lori.okamoto@smud.org

SMUD will not be bound by any oral interpretation of the Invitation for Bid, which may be made by any of its representatives or employees, unless such interpretations are subsequently issued in the form of an addendum to this Invitation for Bid.

3.3. WITHDRAWAL OR MODIFICATION OF BIDS

Bids may be modified or withdrawn only by a written request received by SMUD prior to the Invitation for Bid due date.

3.4. REVISIONS AND SUPPLEMENTS

- 3.4.1 Addenda: If it becomes necessary to revise or supplement any part of this Invitation for Bids an addendum will be provided.
- 3.4.2 Acknowledgment of Addenda: Receipt of an addendum to this Bid by a Bidder must be acknowledged by signing and submitting the addendum signature sheet as part of the Bidder's Bid.

3.5. SITE INSPECTION AND CONDITIONS

In addition to examination of this Invitation for Bid, each Bidder shall make whatever other arrangements are necessary to become fully informed regarding all existing and expected conditions and matters which, during the contract time period, could affect in any way, the work, performance of work, or the cost thereof. Any failure to fully investigate the work site or the foregoing conditions shall not relieve the Bidder from responsibilities for properly estimating the difficulty or cost of successfully performing the work. SMUD assumes no responsibility for any representation made by its representatives or agents, during or prior to the execution of a contract pursuant to this Invitation for Bid, unless such information is in writing in the form of an addendum to this Invitation for Bid.

3.6. PRE-BID CONFERENCE

An on-line Pre-Bid Conference is scheduled for **8:30 A.M. Tuesday, February 2, 2016.**

It is strongly recommended that all Bidders attend this conference to ensure a complete understanding of the details of this Invitation for Bid.

TO ATTEND THE ONLINE WEB/TELECONFERENCE, FOLLOW THESE STEPS:

Topic: IFB 160009.JM Scaffold Rental, Installation and Removal Services Pre-Bid

Date: Tuesday, February 2, 2016

Time: 08:30 am, Pacific Standard Time (GMT -08:00)

Meeting Number: 800 025 921

Meeting Password: 160009Jm

Please click the link below to see more information, or to join the meeting.

To join the online meeting

-
1. Go to <https://smud.webex.com/smud/j.php?MTID=mfa631a2535cdcef405e11bfc0aa56249>
 2. Enter your name and email address.
 3. Enter the meeting password: 160009Jm
 4. Click "Join Now".

To join the teleconference only

Call-in toll-free number (US/Canada): 1-855-749-4750

Access code: 800 025 921

Toll-free dialing restrictions: http://www.webex.com/pdf/tollfree_restrictions.pdf

For assistance

-
1. Go to <https://smud.webex.com/smud/mc>
 2. On the left navigation bar, click "Support".

You can contact me at: Jesse.Mays@smud.org

IMPORTANT NOTICE: This WebEx service includes a feature that allows audio and any documents and other materials exchanged or viewed during the session to be recorded. By joining this session, you automatically consent to such recordings. If you do not consent to the recording, do not join the session.

3.7. AWARD OF CONTRACT

Bids received prior to the time of opening will be securely kept unopened. At the time fixed for the opening of bids, their contents will be made public for the information of Bidders and others properly interested.

SMUD reserves the right to reject any or all bids and to waive any irregularity in bids received when such waiver is in the interest of SMUD. In case of error in the extension of prices, the unit price will govern.

Any bids which, in the opinion of SMUD, are so unbalanced between the various contract items as to be detrimental to the interest of SMUD, may be rejected.

The contract will be awarded as soon as practicable to the lowest responsible Bidder, price and other factors considered, provided the bid is reasonable and it is to the interest of SMUD to accept it.

SMUD will post a “Notification of Intent to Award” and “Bid Abstract” of the Bids received and evaluated on the SMUD Bid Website in the Bid Results category (or any successor SMUD web portal) at least five (5) business days prior to awarding the contract. After the “Notification of Intent to Award” and the “Bid Abstract” are posted, any unsuccessful Bidders may request the reason(s) their proposal was not selected. In the event a Bidders elects to protest SMUD’s selection, the protest must be submitted in writing to SMUD’s Director, Purchasing, Warehouse, and Fleet, within five (5) business days of the posting of the “Notification of Intent to Award” and “Bid Abstract”. SMUD’s Contract Award and Protest Policy is available upon written request to the Director, Purchasing, Warehouse, and Fleet, SMUD procurement staff, or may be found on www.smud.org.

Bids for construction contracts of \$5,000,000 or more will be submitted to the Board of Directors of SMUD for award.

The contract documents will be mailed to the Contractor for execution after award of the Contract. The Contractor shall have 15 calendar days from the date mailed to execute and return the documents to SMUD. These documents include: the Contract, all insurance certificates, bonds, and other documents required by the specifications. If the Contractor fails to submit the contract documents within 15 calendar days, SMUD may revoke its contract offer and execute a contract with another Bidder. In this event, Contractor shall forfeit its Bid Bond and those funds will be used to pay the difference in cost, to SMUD, to contract with another firm.

3.8. NON EXCLUSIVE AGREEMENT

If awarded a contract under this Invitation for Bid, the contract will NOT establish an exclusive arrangement between SMUD and the Bidder. SMUD reserves, among others, the following rights:

- The right to use others to perform work and services described in this Invitation for Bid.
- The right to request bids from other contractors for work described in the Invitation for Bid without requesting a bid from the Contractor.
- The unrestricted right to bid any work or services described herein.

3.9. DURATION OF CONTRACT

This contract shall be for approximately a three year period, subject to approval by SMUD's Board of Directors of the corresponding annual budget, unless otherwise mutually agreed upon in writing.

SMUD prepares its Annual Budget on a calendar year basis. The Budget is subject to the approval of SMUD's Board of Directors. The **2017** Calendar year Budget will be presented to the Board of Directors for approval in December, **2016**. The **2018** and subsequent calendar year budget(s) are anticipated to be presented to the Board of Directors for approval in December preceding the budget year.

3.10. QUALIFICATIONS OF BIDDERS

SMUD expressly reserves the right to reject any Bid if it determines that the business and technical organization, equipment, financial and other resources, or experience of the Bidder, compared to the work proposed justifies such rejection.

Bidders must be licensed under Chapter 9 of Division 3 of the Business and Professions Code of the State of California.

3.11. BID PREPARATION COSTS

The costs of developing Bids are entirely the responsibility of the Bidder and shall not be charged in any manner to SMUD.

3.12. ALTERNATE BIDS

Bids shall meet the requirements and conform to the format described in the Bid Requirements section of this Invitation for Bid.

3.13. CONFLICTS

If conflicts exist between the contract and the other elements of this Invitation for Bid, the contract prevails. If conflict exists within the contract itself, the Terms and Conditions govern, followed by Scope of Services. If conflict exists between the contract and applicable Federal or State law, rule, regulation, order, or code; the law, rule, regulation, order, or code shall control. Varying levels of control between the Terms and Conditions, drawings and documents, laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement(s) shall control.

3.14. BID SCHEDULE

The Bidder shall be reimbursed for work performed under the contract in accordance with the items described in the [Bid Schedule](#) section of this Invitation for Bid.

3.15. MANNER AND TIME OF PAYMENT

Billing shall be submitted in accordance with the above referenced provision of the Contract section of this Invitation For Bid. Bidder will also be required to submit (concurrently) a project status report describing the current status of each task, an updated schedule, and major project issues.

3.16. SUBCONTRACTORS

The Bidders must describe in their Bids the areas that they anticipate subcontracting to specialty firms. Identify the firms and describe how Bidder will manage these subcontracts. The firms shall be listed on the [Designation of Prime, Subcontractors, and Suppliers form](#), which is included in the Bid forms section of this Invitation for Bid.

Pursuant to Sections 4100-4114, inclusive, of the California Public Contract Code, each Bidder must submit a list showing the names and location of places of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and 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 prime contractor's total Bid, together with a statement of the portion of the work to be done by each subcontractor. If no subcontractors are

to be used, except within the one half of one percent (0.5%) limit set forth, the Bidder shall so state. SMUD may disqualify any Bidder who fails to comply with this instruction.

Contractor to pay subcontractors in a timely manner.

Nothing contained in the Contract shall create any contractual relation between any subcontractor and SMUD.

3.17. FRANCHISE TAX FORM 590

The Bidder to whom the contract award is made shall furnish SMUD with a completed State of California Franchise Tax Form 590. A blank Form 590 will be provided with the contract documents.

3.18. NOTICE RELATED TO PROPRIETARY/CONFIDENTIAL DATA

Bidders are advised that the California Public Records Act (the “Act”, Government Code §§ 6250 et seq.) provides that any person may inspect or be provided a copy of any identifiable public record or document that is not exempted from disclosure by the express provisions of the Act. Each Bidder shall clearly identify any information within its submission that it intends to ask SMUD to withhold as exempt under the Act. Any information contained in a Bidder’s submission which the Bidders believes qualifies for exemption from public disclosure as “proprietary” or “confidential” must be identified as such at the time of first submission of the Bidder’s response to this Invitation for Bid. A failure to identify information contained in a Bidder’s submission to this Invitation for Bid as “proprietary” or “confidential” shall constitute a waiver of Bidder’s right to object to the release of such information upon request under the Act. SMUD favors full and open disclosure of all such records. SMUD will not expend public funds defending claims for access to, inspection of, or to be provided copies of any such records.

Along with each Bidder’s response to this Bid, each Bidder is required to submit a signed indemnity agreement, included with its response to this Bid, whereby Bidder shall agree to indemnify and defend SMUD on terms stated therein against all claims or actions brought against it to seek access to or compel disclosure of any records or documents in SMUD’s possession which were submitted to SMUD by any Bidder pursuant to this Bid. The [Public Record Indemnity](#) Agreement each Bidder will be required to sign and submit along with its response to this Bid is included in the “Bid Documents” section of this Bid.

3.19. CONTRACT

SMUD’s standard contract is attached in the Contract section of this Invitation for Bid. SMUD will reject Bids that contain exceptions to the Terms and Conditions included in the contract.

3.20. SUPPLIER EDUCATION & ECONOMIC DEVELOPMENT (SEED) PROGRAM

3.20.1 POLICY STATEMENT

The Sacramento Municipal Utility District (SMUD) is committed to achieving full and equal contracting opportunity for ratepayers doing business with SMUD. SMUD recognizes the economic benefit provided by its contracting activity and has adopted this policy to promote the economic development of its ratepayer businesses. This program will provide direct economic benefit to SMUD’s customer-owners, and will complement other SMUD economic development programs.

3.20.2 REQUIREMENTS AND PROGRAM ELEMENTS

A description of SMUD's Supplier Education & Economic Development Program is included in this Invitation for Bid. Bidders must comply with all the requirements specified in the program description and complete the form titled, ["Designation of Prime Contractor, Subcontractors, and Suppliers"](#).

3.21. ENVIRONMENTAL PROCUREMENT

SMUD has adopted an Environmental Protection Policy in which it commits to environmental stewardship, the conservation of natural resources, reductions in the use of hazardous substances, reductions in mobile sources of NOx emissions, and recycling and responsible disposal. SMUD will promote environmental procurement practices that will minimize environmental impacts, conserve natural resources, and reward environmentally conscious manufacturers and contractors, while remaining fiscally responsive. To further its policy SMUD will favor environmentally preferable procurements when price, quality, and availability are equal. To this end, SMUD will endeavor to reward environmentally conscious manufacturers, suppliers, and contractors with contracting opportunities that address these policy goals in addition to providing SMUD and its customer-owners fiscally responsible procurement options.

3.22. SAFETY PROGRAM

All Bidders shall execute and submit with their Bid the form titled, ["Safety Compliance Certificate"](#). Submittal of this completed form will certify that the Bidder has:

- 3.22.1 An effective Injury and Illness Prevention Program, which meets the requirements of all applicable laws and regulations, including but not limited to, California Labor Code Section 6401.7;
- 3.22.2 A written Code of Safe Practices, which relates to the Bidder's operation in accordance with Title 8, California Code of Regulations (CCR) Section 1509, (Construction Safety Orders);
- 3.22.3 A written plan for employee Emergency Medical Services in accordance with Title 8, California Code of Regulations, (CCR) Section 1512 (Construction Safety Orders); and,
- 3.22.4 Bidder agrees that it is fully responsible for the acts and omissions of its subcontractors and all persons either directly or indirectly employed by Bidder.

Such certification shall be made by the person with the authority and responsibility for implementing and administering Bidder's Injury and Illness Prevention Program.

3.23. BONDS

All bonds signed by other than officers of the surety company must be accompanied by power of attorney certificates.

The insurers offering such surety bonds must be authorized to transact Surety insurance in the State of California as evidenced by approval of the State of California Department of Insurance.

3.23.1 Bid Bond

The Bid must be accompanied by a Bid Bond in the amount of ten 10% of the Bid amount ON THE FORM PROVIDED BY SMUD, executed as surety by a corporation authorized to transact Surety insurance in the State of California as evidenced by approval of the State of California Department of Insurance, or a Certified or Cashier's Check, in an amount equal to ten percent of the Bid.

3.23.2 Performance Bond

The Bidder to whom the contract award is made shall furnish SMUD with a Performance Bond in an amount equal to 100 percent of the contract price, on the form provided by SMUD, executed as surety by a Corporation authorized to transact Surety insurance in the State of California as evidenced by approval of the State of California Department of Insurance, Contractor's Performance Bond shall cover the full warranty period.

3.23.3 Letter of Credit

In lieu of a performance bond (payment bonds are statutorily required for public works projects), Bidder to whom the contract award is made may furnish SMUD a Letter of Credit, in an amount equal to 100 percent of the contract price. Letter of Credit shall be held by SMUD until completion of the full warranty period. Letter of Credit shall be provided on the form provided by SMUD, or on other form provided by Contractor that is acceptable to SMUD.

3.23.4 Payment Bond

The Bidder to whom the contract award is made shall furnish SMUD with a Payment Bond in an amount equal to 100 percent of the contract price if the amount of the contract Bid is \$25,000 or more, on the form provided by SMUD, executed as surety by a corporation authorized to transact Surety insurance in the State of California as evidenced by approval of the State of California Department of Insurance.

4. SUPPLIER EDUCATION & ECONOMIC DEVELOPMENT (SEED) PROGRAM

4.1. INTRODUCTION

The Sacramento Municipal Utility District (SMUD) is committed to achieving full and equal contracting opportunity for ratepayers doing business with SMUD. SMUD recognizes the economic benefit provided by its contracting activity and has adopted this policy to promote the economic development of its ratepayer businesses. This program will provide direct economic benefit to SMUD's customer-owners, and will complement other SMUD economic development programs.

4.2. OVERVIEW

SMUD's SEED Program creates contracting opportunities for local small businesses. To qualify, a business must be certified as a Small Business or Microbusiness by the state Department of General Services (DGS) and must be a SMUD ratepayer for the past six months at the DGS certification address of record. Additional features are described below.

4.3. PROGRAM GOALS AND INCENTIVES

SMUD promotes a goal of 20% SEED participation in SMUD contracts. To achieve this, SMUD has established the following program incentives:

4.3.1 SEED Price Advantage- SEED qualified bidders will receive a price advantage which is 5% of the lowest responsible bid as determined by SMUD. This amount will be subtracted from all SEED qualified bids for evaluation purposes. The maximum SEED price advantage is \$250,000, which is 5% of a bid of \$5 Million.

4.3.2 Not used.

4.3.3 SEED Subcontracting- Non- SEED bidders may participate in the SEED program by subcontracting with SEED vendors. SMUD currently promotes a goal of 20% SEED subcontracting.

Need help locating a SEED Subcontractor?

Go to www.smud.org/SEED and select "Click to find a SEED subcontractor" near the bottom of the page or [click here](#).

4.3.4 Non- SEED bidders proposing less than 20% SEED subcontracting will receive a price advantage of 5% of the total value of all its SEED subcontracting bids. This advantage is capped at \$250,000 but will not exceed the calculated price advantage available to SEED primes if it is less.

4.3.5 Non-SEED bidders proposing 20% SEED subcontracting or more will receive the full-calculated price advantage available to SEED prime bidders.

4.3.6 To receive SEED subcontracting credit, non-SEED bidders and Bidders must submit SMUD's "Designation of Prime, Subcontractors, and Suppliers Form" (see forms in

Section 3) and must list the SEED subcontractors they propose to utilize. In addition, prime bidders and Bidders are responsible for completing a SEED Program Small Business Declaration form for each SEED-qualified vendor listed.

- 4.3.7 “Subcontractor” refers to firms named in a Bid and listed on the “Designation of Prime, Subcontractors, and Suppliers Form”, who will perform specific tasks of the contracted work. For SMUD construction contracts the definition of Subcontractor as prescribed by the Public Contract Code shall apply. For all other SMUD contracts, a Subcontractor is defined as an individual or firm providing supplies or services to the Bidder, which are specific to a SMUD solicitation, and provided under a separate contract agreement with the Bidder and having no employment relationship with the Bidder. As such, payments made by the Bidder to subcontractor individuals must not be subject to payroll withholding taxes. SEED subcontractors must fulfill a commercially useful function. Business arrangements where SEED subcontractors do not add substantial, identifiable value to the deliverable product or service are not acceptable.
- 4.3.8 In consideration of the price and evaluation points provided for SEED subcontracting, the Bidder, upon contract award, will be legally obligated to subcontract with all firms listed on the “Designation of Prime, Subcontractors, and Suppliers” form in the Bid. SMUD, at its option, will monitor the utilization of subcontractors as declared by the prime contractor in its Bid.
- 4.3.9 Substitution of any subcontractor requires prior written approval from SMUD. If the winning bidder or Bidder received SEED subcontractor price advantage(s) or evaluation points, SMUD, at its option, may require the Bidder to replace the rejected SEED subcontractor with another qualified SEED subcontractor.

4.4. SEED PROGRAM QUALIFICATION

Vendors must meet both of the following qualifications to participate in the SEED Program:

- 4.4.1 Certification- the California Department of General Services (DGS), Office of Small Business and DVBE certification must certify the vendor as a Small Business or Microbusiness. This is the only certification accepted by SMUD. Vendors must be certified by the bid-opening date (IFBs) or Bid due date (IFBs) as applicable, to qualify for the SEED Program.
- 4.4.2 Ratepayer Qualification- the vendor must qualify as a SMUD ratepayer for the preceding 6 months prior to the bid or proposal due date. The physical address of the business as recorded by the Department of General Services in its Small Business Certification must be located in SMUD territory. If the address shown on the Small Business certificate is a post office box, a mailbox at a private mailbox business, or a leased facility, the vendor must be able to demonstrate, to SMUD’s satisfaction, that the vendor is also a SMUD ratepayer.

4.5. CONTRACT COMPLIANCE

SMUD may conduct post-award monitoring of any contract, which includes SEED participation. Contractors are required to maintain certified payroll reports by the contractor and all subcontractors, regardless of contract amount. SMUD may require the contractor to provide

other related documentation to verify SEED participation equal to or greater than the participation levels stated at the time of award.

4.6. FALSIFICATION OF INFORMATION

Falsification of information on the forms required by this solicitation may cause SMUD to cancel any existing contracts with the Bidder/vendor and may disqualify the vendor from contracting with SMUD in the future.

A firm claiming SEED/ratepayer status under false pretenses will be disqualified from doing business with SMUD for a period of not less than one year and not more than five years unless SMUD's CEO & General Manager determines that the offending firm should be permanently barred from bidding on a SMUD contract. False pretenses include designating SEED subcontractors for scopes of work that they will not fully perform, using SEED firms as a "pass-through" to inflate actual participation, or any other action that subverts SMUD's intended benefits to SEED participation. SMUD may seek all legal remedies available under the law against such Bidders.

4.7. ADDITIONAL INFORMATION

SMUD's Supplier Diversity Unit is responsible for the administration of the SEED Program. The Supplier Diversity Unit is available during regular SMUD business hours, to provide all SEED Program participants with additional information resources to encourage participation in the SEED Program. The Supplier Diversity Unit can be contacted by telephone at (916) 732-5984. In addition, SMUD publishes current procurement opportunities and program information on its Internet website at www.bids.SMUD.org.

Need help with Bonding or Insurance?

Go to www.smud.org/SEED and select "Loan and Insurance" in the left column or [click here](#).

5. BID DOCUMENTS

5.1. BID AGREEMENT NO. 160009.JM

BID AGREEMENT: In compliance with Invitation for Bid No. **160009.JM**, **SCAFFOLD RENTAL, INSTALLATION AND REMOVAL SERVICES**, the undersigned hereby proposes and agrees to provide the services described, at the rates and dollar limits defined in the Bid Rate Schedule attached hereto.

It is understood that this Bid constitutes a firm offer that cannot be withdrawn for ninety (90) calendar days after the submission date for the Bids.

The undersigned certifies that he/she has examined and is familiar with the content of this Invitation for Bid; also that he/she has checked all the figures shown in the proposed Rate Schedule and other attachments hereto and understands that the Sacramento Municipal Utility District will not be responsible for any errors or omissions on Contractor's part in preparing this Bid.

If awarded the contract, the undersigned hereby agrees to execute a contract and furnish the necessary bonds and other documents specified in the Instructions to Bidders within the time set forth herein.

The undersigned further agrees, if awarded the contract, that he/she will commence the work within the time set forth and will perform the work in accordance with the contract documents attached to this Invitation for Bid.

Attached hereto and made a part thereof by this reference are Bid forms pages 5-2 through 5-10, the Qualification Data, if required, and the Bid Schedule.

There is, if required by the Instructions To Bidders, enclosed herewith a Bid Bond or Certified or Cashier's Check payable to SMUD in the amount of 10 percent of the total amount of the Bid which shall be and remain the property of said SMUD in event of failure of the successful Bidder to execute the necessary contract and furnish the required bonds within 15 days after the form of agreement and bonds have been supplied to him.

BIDDER:

Company:		
Street Address:		
City:	State:	Zip:
Signed:		
Print Name:		
Title:		
Telephone:	Fax:	
Email:	Date:	

5.2. SAFETY COMPLIANCE CERTIFICATE

I, _____ the undersigned,

(Print Company Representative Name)

of

(Print Company Representative Title)

hereby certify the

(Print Company Name)

information contained herein and that undersigned is duly authorized to certify that:

- A. Contractor has an effective Injury and Illness Prevention Program which meets the requirements of all applicable laws and regulations, including, but not limited to, California Labor Code Section 6401.7. (This section does not apply if Contractor does not perform any work under this agreement within the State of California.) and

<http://www.leginfo.ca.gov/cgi-bin/displaycode?section=lab&group=06001-07000&file=6400-6413.5>

- B. Contractor has a written Code of Safe Practices, which relates to the contractor's operation in accordance with Title 8, California Code of Regulations (CCR), Section 1509, Construction Safety Orders.

- C. Contractor has a written plan for employee emergency medical services in accordance with Title 8, California Code of Regulations (CCR), Section 1512, Construction Safety Orders.

- D. Within the last three years, has your company ever been cited for a violation of any Federal, state, regional or local OSHA or environmental laws, rules, regulations or ordinances?

☐ NO

☐ YES (If yes, attach details)

- E. Contractor agrees that it is fully responsible for the acts and omissions of its subcontractors and all persons either directly or indirectly employed by Contractor.

- F. The above-named person has the authority and responsibility for implementing and administering Contractor's Injury and Illness Prevention Program.

IN WITNESS WHEREOF, the undersigned has executed this Safety Compliance Certificate under the penalty of perjury of the laws of the State of California on:

Signed:
Print Name:
Date:

5.3. NONCOLLUSION AFFIDAVIT**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

I, _____ being first duly

(Print Company Representative Name)

sworn, deposes and says that he or she is

of

(Print Company Representative Title)

the party making the

(Print Company Name)

foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signed:**Print Name:****Title:**

(The signature of the officer on this affidavit must be acknowledged before a Notary Public)

State of California

County of _____

Subscribed and sworn to (or affirmed) before me on this
 _____ day of _____, 20____, by
 Date Month Year

Name of Signer

proved to me on the basis of satisfactory evidence
 to be the person who appeared before me.

Place Notary Seal Above

Signature _____
 Signature of Notary Public

5.4. PUBLIC RECORD INDEMNITY AGREEMENT

(“Bidder”) shall indemnify, defend and hold SMUD,

(Print Company Name)

its directors, officers, agents, and employees (collectively, “Indemnitees”) harmless against all claims or causes of action brought against Indemnitees seeking to cause the release or disclosure of Bidder’s Bid and related materials submitted to Indemnitees in response to SMUD Invitation For Bid No. **160009.JM, SCAFFOLD RENTAL, INSTALLATION AND REMOVAL SERVICES.**

In the event Bidder fails or refuses to indemnify or defend Indemnitees upon a timely request as provided hereunder, Bidder shall unconditionally waive all claims against, completely release and forever discharge Indemnitees from any and all claims, damage, loss, expense and liability Bidder may incur arising from or in any way connected to Indemnitees release of Bidder’s Bid and materials related thereto.

It is agreed that in the event of any litigation arising hereunder, the Bidder at the request of SMUD shall submit to the jurisdiction of any court of competent jurisdiction within the State of California and will comply with all requirements necessary to give such Court jurisdiction, and that all matters arising hereunder shall be determined in accordance with the law and practice of such court. It is further agreed that service of process in any such litigation may be made in the manner provided for in Section 415.40 of the California Code of Civil Procedure or in any other manner provided for in said code for service upon a person outside the State of California.

ACCEPTED FOR BIDDER

Company:
Signed:
Print Name:

5.5. PROMPT PAYMENT PROGRAM

SMUD has a prompt payment program for small businesses which are certified by the State Department of General Services.

Under the program, SMUD will guarantee payment of invoices within 20 calendar days from the date of inspection and acceptance by SMUD or the date correct invoices are received, whichever is later.

If SMUD fails to meet the 20 calendar days payment guarantee, the small business will be paid interest on the unpaid invoice at prime plus 2% APR. Late interest payments, if applicable, will be made without an additional invoice from the small business.

To participate in this program, please indicate “prompt payment” below and provide evidence of certification with your bid.

Bidder is eligible for, and is requesting, a prompt payment program:

☐ YES ☐ NO

BIDDER:

Company:
Signed:
Print Name:

5.6. SEED PROGRAM SMALL BUSINESS DECLARATION

Complete this form to apply for SEED Program consideration. To qualify for the SEED Program, a firm must have a current certification as a Small Business from the California Department of General Services. In addition, the firm must qualify as a SMUD ratepayer for the preceding six months by receiving SMUD electric service at the principal office* listed by the Department of General Services. If your firm or one of your proposed subcontractors qualifies under these criteria, SMUD will validate all submitted information and determine the proposing firm's SEED Program qualification.

To expedite the verification process:

- 1) **Submit a copy of the most recent SMUD statement for the principal office shown on your DGS Small Business application**

OR

- 2) **_____ If the firm leases its principal space from a property management company or a landlord and the SMUD utilities are included in the lease, please initial in the blank space provided above and attach a copy of the current lease showing the dates of occupancy, principal office of property and signatures of both parties**

AND

Submit a copy of the current Small Business certification notice from the California Department of General Services.

Proposed SEED firm:
Contact Name:
Title:
Phone Number:

I hereby certify that this firm qualifies for the SEED Program as defined above. This firm has been certified as a Small Business by the California Department of General Services.

I hereby swear that I am duly authorized to legally act on behalf of the above named company.

Signed:
Print Name:
Title:
Date:

If you or one of your proposed subcontractors is not certified by DGS and would like to become certified for future contracting opportunities, please refer to www.smud.org/SEED or contact SMUD Supplier Diversity at (916) 732-5984 or email SEEDmgr@smud.org.

***Principal office** means where the business is headquartered and conducts the management and operations of the business.

5.7. DESIGNATION OF PRIME CONTRACTOR, SUBCONTRACTORS AND SUPPLIERS

(TO BE COMPLETE BY ALL BIDDERS/PROPOSERS)

The following are the names and business locations of the prime contractor and all subcontractors who will perform work or labor or render service to the Proposer in or about the work, or who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications (as applicable) together with a statement of the portion of the work to be done by each subcontractor.

SEED Program - The Proposer may only count toward its SEED Program subcontracting credit those expenditures to subcontractors or contractors under a subcontractor that perform a commercially useful function. In addition, each contractor or subcontractor claiming SEED Program qualification shall complete the SEED PROGRAM SMALL BUSINESS DECLARATION.

	Firm (Name and Address)	Work, Material or Service (Provide Brief Description)	Supplier Diversity/SEED Program Status	Percent (%) (Of Total Proposal Price)	Dollar Amount (Of This Firm's Work, Material or Service)
1.	PROPOSER/PRIME CONTRACTOR Name _____ Address _____ City, State, Zip _____ Primary Contact _____ Phone # _____ License Number & Classification _____ DIR Registration Number _____	_____	SEED Qualified Yes <input type="checkbox"/> No <input type="checkbox"/>	_____ % of Total Proposal	\$ _____ Amount of Total Proposal
2.	SUBCONTRACTOR Name _____ Address _____ City, State, Zip _____ Primary Contact _____ Phone # _____ License Number & Classification _____ DIR Registration Number _____	_____	SEED Qualified Yes <input type="checkbox"/> No <input type="checkbox"/>	_____ % of Total Proposal	\$ _____ Amount of Total Proposal
3.	SUBCONTRACTOR Name _____ Address _____ City, State, Zip _____ Primary Contact _____ Phone # _____ License Number & Classification _____ DIR Registration Number _____	_____	SEED Qualified Yes <input type="checkbox"/> No <input type="checkbox"/>	_____ % of Total Proposal	\$ _____ Amount of Total Proposal

DESIGNATION OF PRIME CONTRACTOR, SUBCONTRACTORS AND SUPPLIERS

(Continuation Page ; may be duplicated as needed)

SUBCONTRACTOR Name _____ Address _____ City, State, Zip _____ Primary Contact _____ Phone # _____ License Number & Classification _____ DIR Registration Number _____	_____	SEED Qualified Yes <input type="checkbox"/> No <input type="checkbox"/>	_____% of Total Proposal	\$ _____ Amount of Total Proposal
SUBCONTRACTOR Name _____ Address _____ City, State, Zip _____ Primary Contact _____ Phone # _____ License Number & Classification _____ DIR Registration Number _____	_____	SEED Qualified Yes <input type="checkbox"/> No <input type="checkbox"/>	_____% of Total Proposal	\$ _____ Amount of Total Proposal
SUBCONTRACTOR Name _____ Address _____ City, State, Zip _____ Primary Contact _____ Phone # _____ License Number & Classification _____ DIR Registration Number _____	_____	SEED Qualified Yes <input type="checkbox"/> No <input type="checkbox"/>	_____% of Total Proposal	\$ _____ Amount of Total Proposal
SUBCONTRACTOR Name _____ Address _____ City, State, Zip _____ Primary Contact _____ Phone # _____ License Number & Classification _____ DIR Registration Number _____	_____	SEED Qualified Yes <input type="checkbox"/> No <input type="checkbox"/>	_____% of Total Proposal	\$ _____ Amount of Total Proposal
SUBCONTRACTOR Name _____ Address _____ City, State, Zip _____ Primary Contact _____ Phone # _____ License Number & Classification _____ DIR Registration Number _____	_____	SEED Qualified Yes <input type="checkbox"/> No <input type="checkbox"/>	_____% of Total Proposal	\$ _____ Amount of Total Proposal

5.8. CONTRACTOR'S LICENSE INFORMATION

I, _____ hereby certify under penalty of perjury, that

(Print Company Representative Name)

is/are

(Print Company Name)

licensed by the California Department of Consumer Affairs, Contractors State License Board, under Chapter 9 of Division 3 of the Business and Professions Code of the State of California; and that said license(s) is/are in a classification(s) appropriate for the work to be undertaken. It is the responsibility of the Contractor to verify that all of its subcontractors have a California Contractor's License that is active, current and in good standing.

LICENSE NUMBER(S)	CLASSIFICATION(S)	EXPIRATION DATE(S)

BIDDER:

Company:		
Street Address:		
City:	State:	Zip:
Signed:		
Print Name:		
Title:		
Telephone:	Fax:	
Email:	Date:	

5.9. BID BOND FORM

KNOW ALL MEN BY THESE PRESENTS, that we

I,

as Principal, and

(Print Company Representative Name)

as Surety, are held

(Print Company Name)

and firmly bound unto the SACRAMENTO MUNICIPAL UTILITY DISTRICT (hereinafter "SMUD"), in the penal sum of TEN PERCENT OF THE TOTAL AMOUNT BID for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The Condition of this obligation is such that whereas the Principal has submitted the accompanying bid dated ____ 20____.

NOW THEREFORE, if the Principal withdraws said bid within the period specified therein; or if the Principal shall not, within 15 days after the prescribed forms are presented to him/her for signature, for any reason whatsoever except the fault of SMUD, enter into a written Contract with SMUD in accordance with the Bid as accepted, and give bond with a good and sufficient surety as required by the Contract for the faithful performance and proper fulfillment of such Contract, then the above obligations shall be and remain in full force and virtue, otherwise they shall be void.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this ____ day of ____, 20____.

Principal:		
Signed:		
Print Name:		
Title:		
Surety:		
Street Address:		
City:	State:	Zip:
Surety Telephone:		
Attorney in fact		
Print Name:		

(The signature of the Surety on this bond must be acknowledged before a Notary Public.)

5.10. BID SCHEDULE**IFB No. 160009.JM**

Bids will be considered on the following schedule only and no restrictive or conditional bid will be considered. The quantities listed in the schedule are the Engineer's estimate, are approximated only, being given as a basis for the comparison of bids. SMUD does not, expressly or by implication, propose or agree that the actual quantities of work will correspond therewith, but reserves the right to increase or decrease the amount of any portion of the work shown by the Bid Schedule, or to omit portions of said work, as may be deemed advisable by the Engineer.

Payment for unit price items will be made on the basis of quantities actually installed. The unit price amounts shown below include all labor, material, equipment, engineering and incidentals required to provide the work specified.

ITEM NO	DESCRIPTION	EST.QTY.	UNITS		TOTAL AMOUNT
1	Task 1: Build a scaffold on a flat concrete surface, free standing, 10 feet wide 40 feet long and 35 feet height. 14 working day duration, include all costs	1	Each	Lump Sum	\$
2	Task 2: Build a scaffold around a 20 foot diameter horizontal pipe, bottom of pipe is 4 feet from the ground. Scaffold length is 20 foot with work platforms at 8 feet and 16 feet. Ground under pipe is sloping, 14 working day duration, include all costs	1	Each	Lump Sum	\$
3	Task 3: Build a scaffold around a 25 foot diameter vertical tank which is 30 feet tall. Continuous platforms shall be at 8 foot and 16 foot. Area around base of tank is flat, 14 working day duration, include all costs.	1	Each	Lump Sum	\$
4	Prime (and Listed Subcontractor Labor) Straight time	\$ 20,000	\$'s	Multiplier 1.____	\$
5	Prime and Subcontract Labor Overtime	\$ 2,000	\$'s	Multiplier 1.____	\$
6	Prime and Subcontract Labor Double time	\$ 1,000	\$'s	Multiplier 1.____	\$
7	Materials	\$ 2,000	\$'s	Multiplier 1.05	\$ 2,100
8	Additional SMUD Directed Work	\$ 10,000	\$'s	--	\$ 10,000
9	Bond Expense Reimbursement	1	LS	--	\$
10	TOTAL (Items 1-9)	--	--	--	\$

Note: SMUD's evaluations for award will include SEED Price Advantage calculations

In case of discrepancy between the words and numbers of the bid price, the words shall govern. In case of discrepancy between the unit prices bid and the extensions thereon, the unit prices shall govern. In case of an error in the addition of the total bid amount for all bid items the corrected total shall govern.

CRAFT LABOR

GENERAL

This section describes the method of payment for craft labor to perform contract work. Labor shall include a Foreman and the appropriate Craft Labor to complete the work.

For Tasks lasting less than one day, one (1) additional hour will be paid for labor travel expenses.

PRIME CONTRACTOR LABOR

The Contractor will be **reimbursed at the Prevailing Wage Rate** as determined by the Director of the Department of Industrial Relations of the State of California for the labor hours of any class, directly and solely engaged in the performance of the work *when approved by the Contract Manager plus the Markup bid*. The applicable Prevailing Wage Rate is the published rate in effect at the time the work is performed. Overhead, profit, and all insurance costs (including Workers Compensation insurance, and all employer payroll taxes including but not limited to FICA, Medicare, FUI, and SUI) and other direct costs, that are not defined as part of the Prevailing Wage Rate as determined by the Director of the Department of Industrial Relations of the State of California **are to be included in the Markup**. The Prevailing Wage Rate is as defined in Section 1773.1 of the Labor Code of the State of California. (<http://www.leginfo.ca.gov/cgi-bin/displaycode?section=lab&group=01001-02000&file=1770-1781>) The Markup for labor and all other items shall also include profit, overhead, office costs, administration, estimating, engineering, general superintendence/supervision, consumables, small tools, and all miscellaneous cost allocations for items not directly and solely engaged in the performance of the work. Wage payments in excess of the established Prevailing Wage rates shall be included in the Markup bid.

CRAFT LABOR PERSON

A **Craft Labor person** is an individual who is skilled to perform the type of work that is assigned (i.e. Operator, Teamster, Laborer, Carpenter, etc).

Measurement for payment for Craft Labor will be the actual number of hours required to perform the work.

Labor will be reimbursed at the prevailing wage for the Craft(s) used in the performance of the work multiplied by the Contractor's multiplier as bid.

FOREMAN

The **Foreman** is a person assigned to a specific task or job site, coordinates and supervises work of the Craft Labor, and physically works at job site.

The Foreman shall be on the job site at all times.

Measurement for payment for Foreman will be actual number of hours required to perform the work.

SUPERINTENDENT

A Superintendent working and stationed at the job-site overseeing foremen of various crafts is reimbursable at up to 10% above the established Foreman Prevailing Wage rate of the highest paid craft crew working at the job-site plus the Prime/Subcontract Labor Markup bid. Wage payments in excess of 10% above the established Foreman Prevailing Wage rate shall be included in the Markup bid. Where there is no established Foreman Prevailing Wage rate for the work performed, an addition of up to 20% of the journeyman's rate will be allowed for reimbursement.

MISCELLANEOUS LABOR PROVISIONS

The Contractor shall furnish all small hand tools and equipment normally carried or provided by the respective Craft labor persons. These items shall be considered, as incidental to the work and no separate payment will be made. **Light trucks, containers, fences, sanitary and miscellaneous construction facilities, tools, lathes, pipe cutters or threaders, etc. are considered overhead and are not separately reimbursable.**

Any overtime premiums, Per Diem travel or subsistence payments, and remote location premiums shall not be marked up and are reimbursable as described below:

Per Diem

Per Diem payments for Labor must be specifically agreed to by SMUD in advance, or they are not individually reimbursable by SMUD and shall be included in the Contractors labor markup.

Remote Location

The definition of Remote Location shall be as defined by labor agreements, with direct compensation in accordance with those agreements. The Prime and Subcontractor Labor will be reimbursed as described above plus the actual cost of the remote location premium.

SUBCONTRACTOR LABOR

Subcontract Labor of any tier will be reimbursed to the Prime Contractor as described above for Prime Contractor Labor. The markup for subcontractor Labor will be the same markup as the bid markup for Prime Contractor Labor. Reimbursement for Independent Subcontractors and/or Sole Proprietors/Owner Operators shall not exceed the journey level Prevailing Rate times the Labor Multipliers bid. No additional markups are reimbursable for subcontractors.

SAMPLE MULTIPLIER PREVAILING WAGE RATE CONTRACT CALCULATION

Prime Contractor/Subcontractor	Billing on Non Restricted hours full ST PW Rate)	Restricted Hour Billing on 1 1/2 X PW Rate)	Restricted Hour Billing on 2 X PW Rate)
LABOR COST	DIR Laborer 12042007	DIR Laborer 12042007	DIR Laborer 12042007
PREVAILING WAGE RATE:	Area 2 Const. Spec.	Area 2 Const. Spec.	Area 2 Const. Spec.
BASIC HOURLY Straight time RATE	\$25.84		
FRINGE BENEFITS			
HEALTH & WELFARE	\$5.54	\$5.54	\$5.54
PENSION	\$5.12	\$5.12	\$5.12
VACATION/HOLIDAY	\$2.28	\$2.28	\$2.28
TRAINING & OTHER	\$0.47	\$0.47	\$0.47
SUBTOTAL Fringe Benefits	\$13.41	\$13.41	\$13.41
TOTAL PREVAILING WAGE	\$39.25	\$39.25	\$39.25
OT Premium for 1 1/2 time		\$12.92	
OT Premium for 2X			\$25.84
ADDITIONAL PAYROLL BURDENS			
FICA/MEDICARE to \$94,200	Include in Mark-Up	Actual cost	Actual cost
FUI; UP TO \$7000/YR	Include in Mark-Up	Actual cost	Actual cost
SUI VARIABLE; ETT \$7,000/SDI \$79,408/UI	Include in Mark-Up	Actual cost	Actual cost
Per Diem; if applicable	Include in Mark-Up	Actual cost	Actual cost
WORKERS COMP INSURE 3%-20%	Include in Mark-Up	Actual cost	Actual cost
SUBTOTAL Additional Payroll Burdens	Subtotal Include in Mark-Up		
All OTHER BURDENS			
GENERAL/AUTO INSURANCE 1%-10%	Include in Mark-Up		
BONDS 2.0%-3.5%	Include in Mark-Up		
Project Management/SUPERVISION (general-non working)	Include in Mark-Up		
SUPERVISION Foreman) (working supervisor)	Billable if approved by SMUD in advance		
PROCUREMENT	Include in Mark-Up		
OTHER INDIRECT COSTS (Accounting, consumables, small tools, phones, technology, temporary facilities, temporary power etc.	Include in Mark-Up		
SUBTOTAL All Other Burdens	Subtotal Include in Mark-Up		
PROFIT Est. (Total Actual Cost WO Profit-Base Hourly)	Include in Mark-Up		
MARKUP (on Prevailing Wage)%	40.00%		
MULTIPLIER	1.40		
TOTAL Billing per Hour.	\$54.95	\$67.87 plus actual cost of items shown above	\$80.79 plus actual cost of items shown above

EQUIPMENT

This Bid Schedule item provides a method of payment for equipment. This Bid Schedule item will not be paid to the Contractor in a lump sum. Payment under this item will be made for equipment that is actually required to perform contract work. Payment to the Contractor under this item will be the actual invoice amount including sales tax times the Equipment Multiplier in the Bid schedule. The Inspector shall approve all equipment rentals prior to placing an order.

CONTRACTOR-OWNED EQUIPMENT

Whenever practical, construction equipment which the Contractor has on the jobsite and which is of a type and size suitable for use in performing the extra work shall be used. In no case shall the charges for Contractor owned equipment exceed 85% of the equipment rental rates set forth in the current edition of the "Labor Surcharge & Equipment Rental Rate Book (Cost of Equipment Ownership)" published by California Department of Transportation (CALTRANS), available at <http://www.dot.ca.gov/hq/construc/equipmnt.html>.

MATERIALS

This Bid Schedule item provides a method of payment for materials. This Bid Schedule item will not be paid to the Contractor in a lump sum. Payment under this item will be made for material or equipment that is actually required to perform contract work.

Payment to the Contractor under this item will be the actual invoice amount including sales tax times the Material Multiplier in the Bid schedule. The Inspector shall approve all equipment rentals prior to placing an order.

DETERMINATION OF QUANTITIES & SCOPE OF PAYMENT

The quantity of work to be paid for under any Bid Item of work will be for the actual work performed. No payment will be made for work done outside of prescribed or ordered limits.

Additional SMUD Directed Work Bid Item

The Contractor's bid is to be considered all-inclusive to perform the work of this contract, as described in the Specifications and Drawings. SMUD may, at its discretion, determine that additional work is required to be included as part of this contract. The Contractor, when so directed by SMUD, will perform such additional work as part of this contract.

The Contractor's bid is to be considered all-inclusive to perform the work of this contract. SMUD may, at its discretion, determine that additional work is required to be included as part of this contract. The Contractor, when so directed by SMUD, will perform such additional work as part of this contract. Bid Item 8 of the Bid Schedule, in the amount shown may be used to pay for said additional work. Payments under Bid Item 8 will be made only for that additional work that is authorized by SMUD in writing. Costs in excess of the amount allocated for this item are not reimbursable.

The Engineer shall approve all material and equipment payable under this item in advance and in writing. Payment will not be made under this item for subcontract labor, materials or equipment that is considered as part of the work under other Bid Items.

BONDS

The Prime Contractor will be reimbursed the **actual cost** of performance and payment bonds as supported by receipts but **in no event will reimbursement exceed the amount Bid for this Bid item**. The cost of the Bonds will be billable as a line item on the first invoice or if no work is performed in the first month of the contract period, at the end of the first month.

LABOR HOUR BILLING RATES

- The labor-hour billing rate shall include the following:
- Direct payroll costs.
- Benefits and burdens (including insurance, payroll taxes, vacation, holidays, sick leave, etc.).
- All overhead costs.
- Profit.

The rates proposed above shall remain fixed for the duration of the contract unless otherwise approved in writing by SMUD.

BIDDER:

Company:		
Street Address:		
City:	State:	Zip:
Signed:		
Print Name:		
Title:		
Telephone:	Fax:	
Email:	Date:	

6. CONTRACT

Note: The Contract is attached as a separate document.