

REQUEST FOR BID

This Is Not An Order - Make A Copy For Your File - Return Original

V E N D O R	SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT PURCHASING AND MATERIALS SUPPORT 8521 LAGUNA STATION ROAD ELK GROVE, CA 95758-9550	Issue Date	June 29, 2018
		Bid Number	RFB No. 8302
		Return your Bid in envelope, sealed and clearly marked on outside with Bid number and date shown below to: PURCHASING AND MATERIALS SUPPORT 8521 LAGUNA STATION ROAD ELK GROVE, CA 95758-9550 ATTN: RFB No. 8302 Bids must be received at SRCSD Reception and logged in prior to the date and time indicated. Bids will not be accepted after 3:00 P.M. on: July 24, 2018	
		For Additional Information Contact	
		Issuing Officer:	Rodger A. Kuchik
		PHONE:	(916) 875-9015
		Merchandise or Service for Delivery To: Sacramento Regional County Sanitation District (SRCSD) 8521 Laguna Station Road Elk Grove, CA 95758	

FAILURE TO SIGN THIS SECTION MAY DISQUALIFY YOUR RESPONSE

The undersigned offers and agrees to furnish the articles and/or services listed in this document at the prices and terms stated, subject to all of this Request for Bid:

Firm Name:	Terms of Sale: Net 30
Signature:	F.O.B. Point Destination
Printed Name:	
Federal Tax ID Number:	
Date:	E-Mail:
Telephone:	Fax:

Arden Pump Station Pump No. 3 Rebuild

NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN THAT the Sacramento Regional County Sanitation District (SRCSD) invites sealed bids to provide all labor and equipment necessary for RFB No. 8302 Arden Pump Station Pump 3 Rebuild, located at 1021 Howe Ave., Sacramento, CA 95825.

ENGINEER'S ESTIMATE: \$65,000.00

Bids will be received at the District's Office, 8521 Laguna Station Rd, Elk Grove, CA 95758 **until 3:00p.m., July 24, 2018** to be publicly opened and declared aloud by District representatives.

- 1) Any bidder who wishes its bid to be considered is responsible for making certain that its bid is actually delivered to the District Office. Bids shall be addressed to the Sacramento Regional County Sanitation District, 8521 Laguna Station Rd, Elk Grove, CA 95758, ATTN: RFB No. 8302.
- 2) Bidder envelope must clearly list contractor name and return address. Envelopes that do not list contractor name and address will not be opened.

MANDATORY PRE-BID SITE VISIT: All interested bidders must have a representative attend an on-site pre-bid meeting located at the Arden Pump Station on July 12, 2018. The intention of this visit is to provide the bidders with any information needed for transport and delivery of the pump motor identified in the Scope of Work and to provide bidders with a viewing of the pump motor in its current condition.

Bid bond/deposit not less than ten (10) percent of the aggregate total bid is required to be submitted with the sealed bid.

The District hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, creed, color, national origin, ancestry, sexual orientation, political affiliations of beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy as set forth hereunder.

The District reserves the right to reject any or all bids and waive any irregularity in bids received.

KEY ACTION DATES

Bid Issue:	June 29, 2018
Mandatory Pre-bid Site Visit: Location:	July 12, 2018 at 10:00am Arden Pump Station 1021 Howe Ave. Sacramento, CA 95825
Question Due Date:	July 17, 2018
Bid Due Date:	July 24, 2018 by 3:00pm
Intent to Award:	July 26, 2018
Contractor Required Insurance and Bond:	August 6, 2018
Vetting of Bond	August 7, 2018
Purchase Order Award:	August 8, 2018
Project Completion Deadline:	September 25, 2018

Request for Bid Contents

<p>Information provided in this proposal:</p> <ul style="list-style-type: none"> • Cover Page ** • Notice to Contractors • Key Action Dates • Introduction • Contents & Response Pages • Bid Inquires • Scope of Work • Cost Response ** • General Terms and Conditions • District Insurance Requirements • Insurance Coverage Statement ** • Standard Terms & Conditions • Instruction for Bid Security ** • Instruction for Performance Bond ** • Contractor Experience Statement ** • Exceptions Response Page ** • Bid Guaranty Bond (Bid Form) 	<p>Bidder Response: Interested bidders must complete and return the following pages/sections by the closing date and time shown on the cover page in order to be considered. Other pages may be filed in your records.</p> <ul style="list-style-type: none"> • Cover Page with authorized signature • Cost Response • Insurance Coverage Statement • Instruction for Bid Security • Contractor Experience Statement • Exceptions to Bid Response • Non-collusion Declaration • Two (2) copies of proposal and mark the original as the “Original” or “Master Copy”
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INTRODUCTION

INVITATION: The Sacramento Regional County Sanitation District, Purchasing & Material Support, invites Responses which offer to provide the goods and/or services identified on the Cover Sheet, page 1.

DEFINITIONS: We intend to express our expectations clearly, and they are to be legally interpreted in our favor. Certain words are used throughout this document:

We/Us/Our: are terms which refer to the Sacramento Regional County Sanitation District, a duly organized public entity. They may also be used as pronouns for various subsets of the District organization, including, as the context will indicate:

District – Sacramento Regional County Sanitation District (Regional San)

You/Your: are terms which refer to businesses having some sort of relationship to or with us. The term may apply differently as the context will indicate. For instance, “you” as a Contractor will have different obligations than “you” as a Bidder or Supplier will have:

Supplier - A business entity which may provide the subject goods and/or services.

Bidder - A business entity submitting a Response to this request for bid. Suppliers which may express interest in this RFB, but which do not submit a Response, have no obligations with respect to the bid requirements.

Contractor - The Bidder who’s Response to this RFB is found by Purchasing to meet the needs of the District. Contractor will be selected for award, and will enter into a contract for provision of the goods and/or services described in the RFB.

RFB: This entire document, including attachments.

Response: The written, signed and sealed document submitted according to the RFB instructions. Response does not include any verbal or documentary interaction you may have with us apart from submittal of a formal response.

RFB CLARIFICATION: Questions regarding this RFB should be directed in writing to the Issuing Officer specified on the Cover Sheet, page 1. Answers, citing the question, but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders.

RFB Amendment: If it becomes evident that this RFB must be amended, we will issue a formal written amendment to all known prospective Bidders.

Bidder Responsibility: We expect you to be thoroughly familiar with all specifications and requirements of this RFB. Your failure or omission to examine any relevant form, article, site or document will not relieve you from any obligation regarding this RFB. By submitting a Response, you are presumed to concur with all terms, conditions and specifications of this RFB.

AWARD: Award will be made to the lowest responsible bidder.

CONTRACT EXECUTION: This RFB and the Contractor’s Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth.

Protests: After receipt of the District's "Intent to Award" notice, any bidder who has questions or concerns should immediately contact the Issuing Officer for discussion. Any bidder who believes that they have grounds for a protest must submit a written protest on company letterhead within three (3) business days after the Intent to Award letter has been sent out. Any protest letter must state the specific grounds for protest and the actions being requested of the District. **No protest received after 4 p.m. on the 3rd business day shall be accepted.**

If any District holiday falls within the 3 business day protest response period the protest acceptance period will be extended by the holiday(s). For example, if the Intent to Award notice is issued on a Friday, a protest must be received by Wednesday at 4 p.m. Should any of the 3 days be a County holiday the deadline will be extended by the number of holidays occurring during the 3 business day protest response period.

Precedence: In the event of contradictions or conflicts between the provisions of the documents comprising the Contract, they will be resolved by giving precedence in the following order:

- 1) the provisions of the Contract (as it may be amended);
- 2) the provisions of the Bidder's Response (as it may be clarified);
- 3) the provisions of the RFB (as it may be supplemented);
- 4) the provisions of the County Standard Specifications.

CLAIMS: Claims for \$375,000 or less shall be in accordance with Section 20104 of the Public Contract Code.

ISSUING OFFICER: The issuing officer and mailing address to send Bids, questions, and all other correspondence concerning this RFB is:

Rodger A. Kuchik
Contract Service Officer II
Sacramento Regional County Sanitation District
8521 Laguna Station Road
Elk Grove, CA 95758
(916) 875-9015
kuchikr@sacsewer.com

PROJECT CONTACTS:

Sami Ahmad (Main Project Contact)
Sacramento Regional Wastewater Treatment Plant (SRWTP)
Sacramento Regional County Sanitation District (Regional San)
Telephone: (916) 876-6028
ahmads@sacsewer.com

CONTRACTOR EXAMINATION OF THIS RFB/QUESTIONS: Contractor shall examine carefully the entire RFB and any addenda thereto, and all related materials and data referenced in the RFB or otherwise available, and shall become fully aware of the system needs through discussion and visits with the District.

If contractors discover an ambiguity, conflict, discrepancy, omission or other errors in the RFB, they shall immediately notify the Issuing Officer of such error in writing and request modification of the document. Modifications shall be made by addenda.

Contractors requiring clarification of the intent or content of this RFB or on procedural matters regarding the bid process may request clarification by contacting the Issuing Officer identified above.

SUBMISSION OF BIDS: Bids should be prepared in such a way as to provide a straight forward, concise delineation of capabilities to satisfy the requirements of the RFB.

Expensive binding, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance and clarity of content. Contractor bids shall be completed in all respects as indicated. A bid may be rejected if it is conditional or incomplete, or if it contains irregularities of any kind.

Bids which contain false or misleading statements, or which provide references which do not support an attribute or capability of the proposed system may be rejected. If, in the opinion of the District, such information was intended to mislead the District in its evaluation of the bid and the attribute, condition or capability as a requirement of the RFB, the bid shall be rejected.

The bid must be signed by an individual who is authorized to bind the proposing firm contractually. The signature should indicate the title or position that the individual holds in the firm. Firms who sign their contracts with the name of the firm must provide the name of the corporate officer for signature validation by the District. An unsigned Bid shall be rejected.

ACCEPTANCE AND REJECTION OF BIDS - The District reserves the right:

- To reject any or all Bids, or any part thereof;
- To waive any informality in the Bid;
- To accept the Bid that is in the best interest of the District.

The District's decision shall be final.

BID INQUIRES -

Questions regarding this bid should be referred to:

SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT
Purchasing & Material Support
8521 Laguna Station Rd.
Elk Grove, CA 95758

Attn: Rodger A. Kuchik
Contract Services Officer II
(916) 875-9015
kuchikr@sacsewer.com

These inquiries are to be submitted by July 17, 2018. Any interpretations by the District will be made in the form of a written amendment. The receipt of such an amendment must be acknowledged in accordance with the directions on the amendment. Oral explanations or instructions given before the award of the contract will not be binding.

Note: The District will not accept proposals by way of facsimile transmission or e-mail. Proposals must be signed and received in a sealed envelope by 3:00PM on July 24, 2018. Refer to instructions on the cover page.

SCOPE OF WORK

The Arden Pump Station Pump 3 Rebuild for RFB No. 8302 includes all labor, equipment and materials necessary to complete this project as stated in this RFB. The items listed below shall be tasks required for the work to rebuild Pump No. 3 at the Arden Pump Station.

Item

1. Rewind Coil and Stator to 4160 VAC, 800hp, 585 RPM. Existing motor is 575 VAC, 800HP, 585 RPM
2. Inverter duty insulation system
3. Furnish Stator coil RTDs - 3 per phase, 100 ohm platinum
4. Motor bearing RTDs: Existing to be reinstalled at motor shop, replace RTD sensor as required or if damaged during rehabilitation
5. Motor thermostat - to control space heater contactor
6. Furnish AEGIS motor shaft grounding system or equal
7. Replace rubber gaskets and weather-stripping
8. Install new long life bearings
9. Insulate thrust bearing carrier
10. Insulate outboard bearing housing
11. Furnish space heaters - 120 VAC
12. Repaint motor with epoxy paint, and match existing color
13. RPM sensor - existing sensor located at top of motor to be re-mounted in field. Do not revise exterior mounting arrangements
14. Vibration sensors - existing sensors to be re-mounted in field. Do not revise exterior mounting arrangements
15. Dynamically balanced rotor and test for vibration at no load and full load
16. Acceptance testing including winding resistance, Meggar, PI test, Hipot test
17. Test report for vibration and acceptance tests
18. Disposal of environmental waste and hazardous waste
19. Transport to and from Arden Pump Station, including any additional costs associated with additional crane rentals that may be needed for load and unloading upon pick-up and delivery
20. New Motor Junction Box
21. Pre disassembly testing/inspection

COST RESPONSE

PROJECT WORK					
Bid Item					
Item No	Description	Quantity	Unit		Total Amount
1	Rebuild of Arden Pump Station Pump No. 3	1	EA	\$	
TOTAL BID AMOUNT: (sum of all contract services including bid items listed above)					\$
Total Bid in Words:					

3. GENERAL TERMS AND CONDITIONS

3.1 COMPLIANCE WITH STANDARD TERMS & CONDITIONS

You agree to be bound by our standard “boilerplate” conditions, a sample of which is attached to page **13 - 15** of this RFB.

3.2 INSURANCE

The insurance provisions attached on page **11** must be complied with by you if awarded the order. Proof of insurance must be provided to us prior to commencement of work under the contract.

3.3 BID GUARANTY

The bid shall be accompanied by a bid guaranty bond duly completed by a guaranty company authorized to carry on business in the State of California for payments to the Owner in the sum of at least 10% of the total amount of the bid, or alternatively by a certified or cashier check made payable to the Owner in the sum of at least 10% of the total amount of the bid. The amount payable to the Owner under the bid guaranty bond, or the certified or cashier’s check and the amount thereof, as the case may be, shall be forfeited to the Owner in case of a failure or neglect of the bidder to furnish, execute and deliver to the Owner the required performance bond, evidences of insurance and to enter into, execute and deliver to the Owner the agreement on the form provided herewith, within ten (10) days after being notified in writing by the Owner that the award has been made and the agreement is ready for execution

DISTRICT INSURANCE REQUIREMENTS FOR CONTRACTORS

Proposals shall include information sufficient to demonstrate the ability to provide the following mini-mum levels of insurance:

Workers' compensation: Statutory.

Liability arising from other services and operations usually covered under commercial general and auto-mobile liability policies, including products liability; General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Products Completed Operations Aggregate:	\$2,000,000
Personal & Adv. Injury:	\$1,000,000
Each Occurrence:	\$1,000,000

Automobile Liability: Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Professional Liability or Errors and Omissions Liability Insurance appropriate to professional services provided. \$1,000,000 per claim and aggregate.

Inland Marine Floater or similar physical damage coverage sufficient to provide coverage for physical damage of District property while in transit and in the care, custody and control of Bidder. Coverage shall be on an all-risk basis, including while in transit. Valuation shall be on a replacement cost basis.

The insurance limits may be adjusted by District at the time of the best and final proposal, contract negotiations, or during the service agreement to cover increased costs. Extensions of policy provisions to cover the interest of District and its member agencies, such as additional insured, (including products/completed operations), waiver of subrogation, loss payee, cancellation notice, certificates of insurance, and other requirements will be provided during the final contract negotiation. Any deductibles applicable to Proposer's insurance shall be the sole responsibility of Proposer.

**INSURANCE COVERAGE STATEMENT
To Be Submitted with Bid**

Bidder HEREBY CERTIFIES that the Bidder has reviewed and understands the insurance coverage requirements specified in the Request for Bid No. 8302 Arden Pump Station Pump 3 Rebuild. Should the Bidder be awarded a contract for the work, bidder further certifies that the bidder can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agrees to name the Sacramento Regional County Sanitation District as Additional Insured for the work specified.

Name of Proposer (Person, Firm, or Corporation)

Signature of Proposer's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT
STANDARD TERMS AND CONDITIONS BIDS / PROPOSALS / QUOTES

1. PREPARATION OF RESPONSE:

- a. All information requested of the bidder must be entered in the appropriate spaces on the form. Failure to do so may disqualify your offer.
- b. All information must be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of your response. Corrections must be initiated in ink by the person signing the response.
- c. Corrections and/or modifications received after the specified closing time will not be accepted.
- d. Time of delivery must be stated as the number of calendar days following receipt of the order by the vendor to receipt of the goods or services by the District.
- e. Time of delivery may be a consideration in the award.
- f. Prices will be considered as net if no cash discount is shown.
- g. All responses must be signed by an authorized officer or employee of the responder.
- h. Responses must be submitted prior to the specified date and time. Late responses, telegraphic, fax, or telephone responses will not be accepted.
- i. Submit responses in a sealed envelope with the RFP number, closing date, and time shown.
- j. If any information contained in the response is considered confidential or proprietary by bidder, it must be clearly labeled as such and presented in a sealed envelope within the bidder's response package.
- k. Unless otherwise definitely specified, the unit prices do not include California sales and use tax or Sacramento County sales and use tax.

2. BRAND NAMES:

- a. Brand names and numbers, when used, are for reference to indicate the character or quality desired. Equal items will be considered, provided your offer clearly describes the article. Offers for equal items must State the brand and number, or level of quality. The determination of the District Purchasing Manager as to what items are equal is final and conclusive.
- b. When brand, number, or level of quality is not stated by bidder, the offer will be considered exactly as specified.

3. SAMPLES: Samples of articles, when required, must be furnished free of cost. Samples may be retained for future comparison. Samples which are not destroyed by testing or which are not retained for future comparison will be returned upon request at your expense.

4. AMERICANS WITH DISABILITIES ACT: As a condition of submitting a response SRCSD, the bidder certifies that its business entity is in compliance with the "Americans with Disabilities Act" of 1990, as amended. Failure to certify prohibits the award of a purchase order to the bidder.

5. TAXES:

- a. Do not include any sales, use, or federal excise taxes in your response.
- b. If your company is outside California and collects sales tax, please State the amount as a separate item if the District is to remit the tax.
- c. Items purchased for resale will show the District's resale permit number on the purchase order.
- d. Sacramento Regional County Sanitation District are exempted from payment of Federal Excise Tax.
- e. No federal tax shall be included in price. Exemption certificates will be furnished when federal excise tax is exempted.

6. LIABILITIES: The bidder shall hold SRCSD, their officers, agents, servants, and employees, harmless from liability of any nature or kind because of use of any copyrighted, or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this order, and agrees to defend, at its own expense, any and all actions brought against SRCSD or bidder because of the unauthorized use of such articles.

7. CASH DISCOUNTS: In connection with any cash discount specified on this response, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received in the District's Office, whichever is later. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the County of Sacramento warrant or check.

8. DEFAULT BY VENDOR: In case of default by vendor, SRCSD may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor, the difference between the price named in the contract or purchase order and actual cost thereof to SRCSD. Prices paid by the District must be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the District Purchasing Manager.

9. AWARDS:

a. SRCSD reserves the right to: (1) award response's received on the basis of individual items, or groups of items, or on the entire list of items, (2) reject any or all response's, or any part thereof; (3) waive any informality in the responses; and (4) accept the response that is in the best interest of the District. SRCSD decision shall be final.

b. Preference for California-made materials. Pursuant to Sections 4330-4333 of the Government Code, the District, in awarding the purchase, must prefer supplies partially manufactured, grown or processed in California, price, fitness and quality being equal. In order to receive preference, responses must clearly specify the item(s) for which preference is claimed and the preference applicable.

10. **RIGHT TO AUDIT:** The District reserves the right to verify, by examination of vendors' records, all invoiced amounts when firm prices are not set forth in the purchase agreement.

11. **ASSIGNMENT:** In submitting a response to a public purchasing body, the responder offers and agrees that if the response is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, materials, or services by the quoter for sale to the purchasing body pursuant to the quote. Such assignment must be made and become effective at the time the purchasing body tenders final payment to the responder.

12. **APPLICABILITY TO HEIRS:** Time is of the essence of each and all the provisions of this agreement and, subject to the limitations of Paragraph 12, the provisions of this agreement shall extend to and be binding upon and inure to the benefits of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

13. **SPECIAL CONDITIONS:** District standard terms and conditions must govern any contract awarded. If, after award of contract, vendor provides additional terms or conditions, they will be considered void. To the extent not otherwise Stated in the contract, the California Commercial Code shall apply.

14. **CHARGES NOT INCLUDED ON FACE NOT ACCEPTABLE:** No charge will be accepted for packing, boxing, or cartage, except as specified in the Notice of Award. Freight collect shipments will not be accepted. Merchandise will not be accepted if payment is to be made at the time of delivery.

15. **TITLE:** Except as otherwise expressly provided herein, title to and risk of loss on all items shipped by seller to buyer shall pass to the buyer upon buyer's inspection and acceptance of such items at buyer's building.

16. **CHANGES WITHOUT NOTICE PROHIBITED:** No changes in price, quantity or merchandise will be recognized by the District without written notice of acceptance thereof prior to shipment.

17. **ALL UNDERSTANDINGS IN WRITING:** It is mutually understood and agreed that no alteration or variation of terms of this award shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

18. **FORCE MAJEURE:** The vendor will not be held liable for failure or delay in the fulfillment of conditions of purchase order/contract if hindered or prevented by fire, strikes, or Acts of God.

19. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless the Districts, the County of Sacramento, their respective Boards, officers, directors, officials, employees, and authorized volunteers and agents, (collectively "Indemnified Parties") from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims") including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either Party hereto, arising out of, pertaining to, or resulting from the acts or omissions of the Contractor, its officers, employees, or agents, or the acts or omissions of anyone else directly or indirectly acting on behalf of the Contractor, or for which the Contractor is legally liable under law regardless of whether caused in part by an Indemnified Party. Contractor shall not be liable for any Claims to the extent caused by the active negligence of an Indemnified party.

This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the Contractor or the Contractor's Subcontractors.

Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this Indemnity shall survive the expiration or termination of the Agreement.

INSTRUCTION FOR BID SECURITY

No Bid will be considered unless it is accompanied by a bid security in the form of a certified check or a cashier's check, payable to the order of the SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT, for the sum not less than ten percent (10%) of the total Bid amount, or a Bidders Bond in the same amount executed as surety by a corporation acceptable to the District and authorized to issue such surety bonds in the state of California. Payment of the security in cash or personal check will not be acceptable.

Within fifteen (15) calendar days after execution by the District of the Contract and in any event not later than ninety (90) calendar days after the bid opening, the District will return to each bidder the bid security which accompanied its bid, except such security which may have been forfeited in accordance with the bid request.

Firm Name

Signature

Printed Name

CONTRACTOR EXPERIENCE STATEMENT

The following is a description of the bidder's experience with work similar in magnitude and character to that contemplated under this Contract. Additional numbered pages outlining this portion of the bid may be attached to this page. Each page shall be headed CONTRACTOR EXPERIENCE STATEMENT and shall be signed by the bidder.

EXCEPTIONS RESPONSE PAGE

List any exceptions to the criteria requested above. Site the Item number, RFB page, paragraph number, and a description of the exception. If no exceptions are listed proposal will be deemed to have no exceptions.

BID GUARANTY BOND

Bid Form

KNOW ALL PERSONS BY THESE PRESENTS:

THAT _____, hereinafter called the Principal, and _____, hereinafter called the Surety, are jointly and severally held and firmly bound unto the Sacramento Regional County Sanitation District, hereinafter called the Obligee, each in the penal sum of 10 percent of the total amount of the bid of the Principal for the work, this sum not to exceed _____ dollars (\$_____) of lawful money of the United States for the payment thereof unto the Obligee, the Principal and Surety jointly and severally bind themselves forever firmly by these presents.

WHEREAS, the Principal is herewith submitting its offer for the fulfillment of Obligee's contract for Arden Pump Station Pump 3 Rebuild, RFB No. 8302.

NOW, THEREFORE, the condition of this obligation is such that if the Principal is awarded the contract, and if the Principal, within the time specified in the bid for such contract, enters into, executes, and delivers to the Obligee an agreement in the form provided herein complete with evidences of insurance, and if the Principal within the time specified in the bid gives to the Obligee the performance and payment bonds on the form provided herein, then this obligation shall be void; otherwise, the Principal and Surety will pay unto the Obligee the difference in money between the total amount of the bid of the Principal and the amount for which the Obligee legally contracts with another party to fulfill the contract if the latter amount be in excess of the former, but in no event shall the Surety's liability exceed the penal sum hereof.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable under this obligation as Principal, and that nothing of any kind or nature whatsoever that will not discharge the Principal shall operate as a discharge or a release of liability of the Surety.

IT IS HEREBY FURTHER DECLARED AND AGREED that this obligation shall be binding upon and inure to the benefit of the Principal, the Surety, and the Obligee and their respective heirs, executors, administrators, successors and assigns.

SIGNED AND SEALED this _____ day of _____, 2014.

(SEAL)

Principal

Signature for Principal

Title of Signatory

(SEAL)

Surety

Signature for Surety

Title of Signatory

NONCOLLUSION DECLARATION

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

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

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

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

Signature _____