



RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 Market Street
Riverside, CA 92501

Request for Quotation #33810

Bid Issue Date: 06/10/2013

Bid Closing Date: 06/26/2013 1:30 P.M.

Contact: Marilyn Weisenberg, Buyer I
Phone: (951) 955-4348
mcweisenberg@rcflood.org

INSTRUCTIONS TO BIDDERS

Riverside County Flood Control and Water Conservation District (herein, referred to as District) will ONLY accept the first submitted bid; ensure each quote is completed prior to submitting. In accepting this quote, the vendor certifies that prices are the lowest offered any comparable customers and the District will be given the benefit of any lower price.

Should you have any questions regarding this request, contact the Buyer for clarification.

- I. Prequalification - Vendor must register on-line at www.co.riverside.ca.us with all Vendor Information, to be qualified.
- II. Prices/Notations - All prices/notations must be typewritten or written in ink. No erasures permitted. Mistakes shall be crossed out, corrections made adjacent and initialed by person signing document. Each item shall be bid separately.
- III. Format - Use the documents provided. If you decide to submit more than one bid, photocopy our documents.
- IV. Pricing/Terms/Tax - All pricing shall be quoted both F.O.B. shipping point and F.O.B. destination, (e.g., cash terms less than 20 days should be considered net) excluding applicable tax. The District pays California Sales Tax and is exempt from Federal excise tax. In the event of an extension error, the unit price shall prevail.
- V. Other Terms and Conditions - The terms and conditions as indicated in this document and/or attached are hereby included with full force and like effect as if set forth herein. Copies of the applicable Terms and Conditions may be obtained by contacting Riverside County GSA/Purchasing at the number shown above and requesting a copy be faxed or mailed to you.
- VI. Period of Firm Pricing - Unless stated otherwise elsewhere in this document, prices shall be firm for 90 days after the closing date.
- V. Method of Award - The District reserves the right to reject any or all offers, to waive any discrepancy or technicality and to split or make the award in any manner determined by the District to be most advantageous to the District. The District recognizes that prices are only one of several criteria to be used in judging an offer and the District is not legally bound to accept the lowest offer.
- VI. Closing Date/Return To - ***The bid response shall be emailed to the email address above by 1:30 p.m. on the closing date listed above or faxed to (951)955-4342.*** The closing date, time and the R.F.Q number shall be referenced on the FAX cover sheet. Bid responses not received by Purchasing on the date and time indicated above will not be accepted. The District will not be responsible for and will **not** accept late bids due to busy FAX lines, incomplete transmissions or delayed mail delivery. (it is suggested that you call the buyer if you choose to fax your bid to ensure it is received)

PROJECT INFORMATION

Quote#:

Vendor Information:

Deliver To: Riverside County Flood Control
 1995 Market Street
 Riverside, CA 92501
 or
mcweisenberg@rcflood.org
 Fax – 951.955.4532
Due: June 26, 2013 - 1:30 PM

Qty.	Unit	Description	Unit Cost	Ext. Cost
		WINDOW TINTING FOR BUILDINGS 1 & 1A		
		WINDOW TINTING (SILVER 20 SOLAR CONTROL WINDOW FILM) ON ALL WINDOWS & STOREFRONT WALLS, BUILDINGS 1 & 1A		
		SILVER OPAQUE WINDOW FILM IN EACH BREEZEWAY BOTTOM SECTION ONLY. SILVER OPAQUE WINDOW FILM (Bottom sections only) IN 3 SPECIFIED OFFICES		
		SUBTOTAL		
		TAX		
		S/H		
		TOTAL		

INSURANCE REQUIREMENTS:

INSURANCE: Without limiting or diminishing the Contractor's obligation to indemnify or hold the County harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement:

1 Workers' Compensation: If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

2 Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of Contractor's performance of its obligations hereunder. **Policy shall name all Agencies, Districts, Special Districts, and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured's.** Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

3 Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name all Agencies, Districts, Special Districts, and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured's.

TIMELINE & DATES

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| 1. RELEASE OF REQUEST FOR QUOTATION | June 10, 2013 |
| 1.a MANDATORY SITE VISIT AT RCFC* | June 18, 2013
Time: 8:00 A.M. – 1:00 P.M. |
| 2. DEADLINE FOR QUOTATION SUBMITTAL | June 26, 2013 at 1:30 P.M. |
| 4. TENTATIVE DATE FOR AWARDED CONTRACT | 5-90 days, contingent upon lowest bidder meeting all of the bid specifications. |

*All Contractors will need to attend the site visit in order to create their own takeoff for their proposals. The Site is available on the date and time indicated. There will be a sign in sheet at the Front Lobby Counter. Contractors may arrive anytime between the times indicated to sign in and then walk the site to count and measure windows. Contractors can ask the Lobby Administration to call the Buyer, Marilyn Weisenberg, to the front counter to answer any questions they may have.

SPECIFICATIONS:

The purpose of this Scope of Work is to solicit qualified bidders to perform work for the Riverside County Flood Control and Water Conservation District (District) located at 1995 Market Street, Riverside, CA 92501. The successful Contractor (Contractor) shall furnish all travel, parts, labor, materials, equipment, disposal, transportation, supervision, and other items as necessary to install professional quality solar control window film such as Clear Silver 20 to block ultra-violet light and to reduce direct glare and reduce energy costs. Exhibit 1, District Site Map shows the general location of both Buildings 1 and 1A, and Exhibit 1A shows a close up of both buildings.

- All work will be bid as public works, prevailing wage.
- Work is estimated to be below \$25,000.00, therefore Bonds are not required.
- Material requested is the Clear Silver 20 film and Solar 20 Opaque, or the equivalent of.
- Contractor shall supply an installation schedule along with their proposal
- Contractor shall supply a lead time for material ordering and delivery along with their proposal.
- Contractor must provide their square footage takeoff along with their proposal.
- The District Site will be open for your inspection and site walk on Tuesday, June 18, 2013 from 8AM – 1PM

PURCHASE ORDER INFORMATION

Once a formal PO is issued, a VENDOR cannot add additional fees to the invoice that are not reflected on the quote. Such charges will not be honored or paid unless previously approved in writing by the BUYER.

SELECT THE FOLLOWING (IF APPLICABLE)

Local Preference – The District complies with a local preference program adopted by the County of Riverside (approved by the Board of Supervisors), for those Bidders located within the geographical boundaries of Riverside County. A five percent (5%) price preference will be applied to the total bid price during evaluation of the bid responses to those Bidders who are located outside of the geographical boundaries of Riverside County. To qualify as a local business, the business must have fixed offices within the geographical boundaries of Riverside County and must credit all sales taxes paid resulting from this RFP/Q to that Riverside County location.

Disabled Veteran Preference – The District complies with a Disable Veteran Owned Business preference policy implemented by the County of Riverside. A three percent (3%) preference shall be applied to the total bid price of all quotes/bids/proposals received the District from certified disabled veteran owned businesses. Bidder must provide certification of Disabled Veteran Status. If the bid is submitted by a non-disabled veteran owned business, but lists subcontractors that are identified and qualified as disabled veteran owned businesses, the total bid price will be adjusted by 3% of the value of that subcontractor's portion of the bid.

Prompt Payment Discount – If checked, the above signer certifies a _____% _____ days from receipt of service or invoice, whichever is later. (Discount terms less than 10 days will be considered net 30.) Discount shall be applied to grand total.

COUNTY OF RIVERSIDE

GENERAL CONDITIONS – PUBLIC WORKS

1. **GENERAL** - This quotation is to cover the cost of furnishing labor, materials and equipment to complete the project named in this Request for Quotation in accordance with the attached plans and/or specifications. These terms and conditions are intended for Public Works, including Road/Highway Projects under \$25,000 total cost.

2. **QUOTE PREPARATION**

2.1 All prices and notations must be typewritten or written in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent, and must be initialed in ink by person signing quotation.

2.2 All quotations must include the name and address of any subcontractor who will perform work in an amount in excess of one half of one percent (0.5%) of the total bid.

2.3 All quotations must be signed with the firm's name and by a responsible officer or employee obligations assumed by such signature must be fulfilled.

3. **PROJECT EXAMINATION**

3.1 Bidders must examine the site and verify all measurements, specifications and conditions affecting the work. By making its bid a bidder warrants that it has made such site examination as it deems necessary as to the condition of the site, its accessibility for materials, workmen and utilities and ability to protect existing surface and subsurface improvements. No claim for allowances of time or money will be allowed as to such matters.

3.2 The quantities given in this Request for Quotation are approximate only, being given as a basis for a comparison of bids. District does not expressly or impliedly, agree that the actual amount of work will correspond herewith, and reserves the right to increase or decrease quantities as deemed necessary. The Contractor shall not alter, add to, or deduct from the work without prior written authority from the District.

4. **LABOR CONDITIONS AND WAGE RATES**

The Board of Supervisors has ascertained the general prevailing rate of wages and rate for each craft or type of workman or mechanic needed to execute the contract. The contractor to whom the contract is awarded shall pay not less than the said specified rates. A schedule thereof is on file in the principal office of the County Board and shall be posted by Contractor at appropriate conspicuous points at the site of the project. No representation is made by County that labor can be obtained at the rates shown on the schedule. Contractor shall be aware of and comply with all relevant labor laws, including but not limited to California Labor Code Sections relating to wage rates and working hours.

5. **LIABILITY INSURANCE**

Contractor shall take out and maintain during the course of the work combined single limit liability insurance covering public liability, bodily injury and property damage as to the work and the obligations covered hereunder in an amount not less than \$1,000,000.00, or the equivalent thereof. Contractor shall require each subcontractor to procure and maintain during the life of his subcontract, similar insurance with minimum limits equal to one half of the amounts required of Contractor. Said insurance must contain an endorsement that District is named as an additional insured as respects the work covered hereunder, and must provide that a thirty day notice be given to the

District prior to cancellation or reduction in coverage of the policy. Certificates of insurance evidencing this coverage are required to be delivered to the Purchasing Agent prior to the commencement of work and approved by him. Insurance carrier must be California Admitted with a minimum A.M. Best rating of A:V.

5.1 Workers' Compensation: If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

5.2 Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of Contractor's performance of its obligations hereunder. *Policy shall name all Agencies, Districts, Special Districts, and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.* Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

5.3 Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. *Policy shall name all Agencies, Districts, Special Districts, and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.*

6. BID ACCEPTANCE - Quotations are subject to acceptance by the issuance of an appropriate purchase order at any time within 90 (ninety) days after opening of bids unless otherwise stipulated. The right is reserved to accept or reject any and all quotations, and District reserves the right to waive any informality in any bid.

7. INSPECTION AND PAYMENT - Payment for the work will be made in a lump sum upon completion and approval by the District.

8. BRAND OR TRADE NAMES - Attention of the contractor is directed to Section 3400 of the Public Contract Code which must be complied with as to brand or trade name products. Wherever in the Specifications brand or trade name products are specified the words "or equal" are to be assumed included. Exact compliance with specified brand or trade name products is required unless a change order is issued.

9. EQUAL EMPLOYMENT OPPORTUNITY - Contractor shall not discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age or physical handicap in the performance of this contract and shall comply with the provisions of the California Fair Employment Practice Act (commencing with Section 12900 of the California Government Code), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 1 2319), and all administrative rules and regulations issued pursuant to said Acts and Order. Contractor shall likewise require each of his subcontractors to comply with the preceding paragraph and shall include in each subcontract language similar to the preceding paragraph.

10. CONTRACTOR'S LICENSE - Contractor shall possess the required State Contractor's license for the type of work performed.

11. LICENSES, PERMITS, LAWS AND REGULATIONS - The Contractor shall be responsible for acquiring all necessary licenses and permits, inspections and inspection certificates. Contractor shall comply with all laws, ordinances and regulations applicable to the project.

12. ASSIGNMENT CONSENT - Contractor shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of District.

13. HOLD HARMLESS - Contractor shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of Contractor, its officers, employees, subcontractor, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death. Contractor shall defend, at its sole cost and expense, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification of County. Contractor's obligations hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal (or similar document) relieving the County from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the County.

13.1 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Contractor from indemnifying the County to the fullest extent allowed by law.

13.2 Contractor's indemnification obligations shall also apply to any action or claim regarding actual or alleged intellectual property infringement related to any material or product provided to County pursuant to this Agreement. In the event of any such action or claim, Contractor shall provide immediate notice to District of the action or claim. Contractor may defend or settle the action or claim as Contractor deems appropriate; however, Contractor shall be required to obtain for District the right to continue to use the material or product (or a similar non-infringing material or product with the same function) on terms identical to those stated in this Agreement.