

LAKESIDE FIRE PROTECTION DISTRICT



INVITATION TO BID

FOR

Fleet Maintenance and Repair Services

DUE BEFORE:

2:00 p.m. on October 1, 2021

TIME AND DATE OF BID OPENING:

2:00 p.m. on October 15, 2021

**Invitation to Bid for
Fleet Maintenance and Repair Services**

C O N T E N T S

<u>TITLE</u>	<u>PAGE</u>
NOTICE INVITING BIDS	3
INFORMATION FOR BIDDERS	4
GENERAL CONDITIONS	6

LAKESIDE FIRE PROTECTION DISTRICT

NOTICE INVITING BIDS

FLEET MAINTENANCE AND REPAIR SERVICES

BIDS MUST BE RECEIVED BEFORE: 2:00 p.m. on October 1, 2021

BIDS TO BE OPENED AT: 2:00 p.m. on October 15, 2021

PLACE OF RECEIPT OF BIDS: Electronic Submission via,
Bids@lakesidefire.org

NOTICE IS HEREBY GIVEN that the Lakeside Fire Protection District will receive bids before the time and date set forth above, for the above services. All bids may be submitted electronically through Bids@lakesidefire.org or delivered to the Lakeside Fire Protection District by mail or hand delivery at 12216 Lakeside Avenue, Lakeside, California 92040.

Reference is made to the Scope of Work referred to in the Information for Bidders, paragraph 1 entitled General Information which is incorporated by reference.

The results of the bidding will be reported to the Lakeside Fire Protection Board ("Board") at a meeting subsequent to the date above set for the opening of bids.

Bids may be downloaded from the districts website at Lakesidefire.org or a via a bid packet available at the Lakeside Fire Protection District Administration Facility located at 12216 Lakeside Avenue, Lakeside, California 92040 during regular business hours.

The Board reserves the right to reject any and all bids if it considers it necessary to do so for the public good, and it may reject the bid of any bidder who has been delinquent or unfaithful in any former contract with the Lakeside Fire Protection District.

NOTE: No bid will be accepted from any service provider who has not been properly licensed in accordance with the Business and Professions Code.

Division Chief

INFORMATION FOR BIDDERS

1. GENERAL INFORMATION - The Division Chief of the Lakeside Fire Protection District is requesting proposals for Bid for supplying labor in the form of certified vehicle repair responding to all locations served by the District (incident scene, fire stations, fire camps, etc.) 24 hours/365 days a year including holidays. Work will include emergency vehicle repairs, vehicle inspections, California required diesel emission testing services, annual or as needed on-site Mobile Fire Service Pump Testing (NFPA 1911 & ISO guidelines). All pump testing is to be conducted in a clean and efficient manner with minimal or no water runoff. Provide and maintain a fleet management software system to monitor oil changes, safety inspections, diagnostic alerts, maintenance workflows, and other routine maintenance on the District's entire fleet. Manage scheduling for all maintenance and repair of District fleet vehicles. Monitor and manage Lakeside apparatus repair report list. Towing and low bed services for the transportation and emergency towing response on an on-call basis to be arranged by the Contractor. Provide or coordinate warranty repairs for all District vehicles including working directly with Smeal Fire Apparatus, Braun Northwest, HME, and Cummins. Ability to work with State Of California OES for repairs and maintenance on any OES vehicle that is being utilized by the District. All bid documents related to this solicitation will be posted by the Lakeside Fire Protection District on the District's website as indicated above. In the event the bid document is obtained through any means other than the District's website, the Lakeside Fire Protection District will not be responsible for the completeness, accuracy, or timeliness of the Bid document. It is the bidder's responsibility to ensure that the most complete and current version of the bid document has been downloaded or otherwise obtained, including any addenda. Bids shall be submitted electronically, or by mail or personal delivery as indicated above.

2. ELECTRONIC FORMAT RECEIPT AND OPENING OF BIDS - Bids must be received in electronic format or by mail or personal delivery and are due before the date and time shown on the cover of this solicitation. Once the Bid Due Date and Time has lapsed, bidders, proposers, the general public, and Lakeside Fire Protection District staff are able to immediately see the results. A public bid opening and reading of the bids will be conducted at 12216 Lakeside Ave., Lakeside, CA 92040. District staff may then begin reviewing the bid submissions for responsiveness, compliance and other issues.

2.2. BIDS MAY BE WITHDRAWN by the Bidder only up to the bid due date and time.

3. ELECTRONIC BID SUBMISSIONS CARRY FULL FORCE AND EFFECT

3.1 The bidder, by submitting its electronic bid, acknowledges that doing so carries the same force and full legal effect as a paper submission with a longhand (wet) signature.

3.2 By submitting an electronic bid, the bidder certifies that the bidder has thoroughly examined and understands the entire Invitation to Bid and that by submitting its electronic bid, the bidder acknowledges, agrees to and is bound by the response to Invitation to Bid, including any addenda issued thereto, and incorporated by reference.

4. PROPOSAL FORM - All proposals must be made in writing. All proposals must give hourly labor rate pricing for regular work hours (i.e. Monday through Friday, 8:00 a.m. to 5:00 p.m.) ("Regular Business Hours") and after hours, weekends and holiday hourly labor rate pricing. The proposals must also give the towing and low bed service pricing rates on portal to portal for Regular Business Hours and after hours, weekends and holidays. The Bidder must include Parts Pricing at cost, plus a ten (10) percent maximum markup. (i.e. Cost + 10%). All proposals must be signed by the bidder, with his address. If the proposal is made by an individual, his

name and post office address must be shown. If made by an entity, the name and post office address of each member of the entity must be shown. If made by a corporation, the proposal must show the name of the state under the laws of which the corporation was chartered, and the names, titles, and business addresses of the president, secretary, and treasurer. Bids are to be verified before submission as they cannot be corrected or altered or signed after bids are opened.

5. ADDENDA - Any addenda issued by the Lakeside Fire Protection District during the time of bidding shall be covered in the bid and shall be made a part of the proposal. It is the bidder's responsibility to ensure that the most complete and current version of the bid document has been obtained from Lakeside Fire Protection District, including any addenda. Bids received without acknowledgment of applicable addenda may be rejected.

6. REJECTION OF PROPOSALS - Rejection of Proposals containing alterations, erasures, or irregularities. Proposals may be rejected if they show any alterations of form, additions not called for, conditional or alternative bids, incomplete bids, erasures or irregularities of any kind.

The right is reserved to reject any and all proposals.

7. AWARD OF CONTRACT - The award of the contract, if it be awarded, will be to the most qualified responsible bidder whose proposal complies with all the requirements prescribed and obtains the highest ranking following a questions and answer interview process performed by the designated Division Chief at the District. The Lakeside Fire Protection District, however, reserves the right to reject any or all bids, or to waive any minor irregularities or informalities in the bid. Whenever additive or deductive items are included in a bid, the lowest bid shall be determined based on the hourly rates proposed by the bidder. The award, if made, will be made within sixty (60) days after the opening of the proposals.

8. EXECUTION OF CONTRACT - The contract shall be signed by the successful bidder, within ten (10) days (Sundays and legal holidays excluded), after the bidder has received notice that the contract has been awarded. No proposal shall be considered binding upon the Lakeside Fire Protection District until the execution of the contract.

9. GUARANTEE - The responsive bidder and contractor shall guarantee all labor and all parts installed on the vehicles owned by the Lakeside Fire Protection District against defective materials or workmanship furnished by the Contractor for a period of one (1) year from the date of completion of the work.

GENERAL CONDITIONS OF SERVICES

ARTICLE 1 - BONDS AND INSURANCE

Contractor's Liability and Insurance Requirements:

1.1 Liability Insurance. The Contractor shall furnish the Lakeside Fire Protection District a policy or certificate of liability insurance in the amount of \$1,000,000 per occurrence and in the aggregate naming the Lakeside Fire Protection District, its elected and appointed officials, officers, employees, and volunteers ("Insureds") as named insureds, or naming Insureds in an original endorsement to the policy as additional insureds. Notwithstanding any inconsistent statement in the policy or any subsequent endorsement attached thereto, the Insureds shall be the named insureds or named in an original endorsement as additional insureds covering all operations of the Contractor.

Workers' Compensation Insurance Requirements:

1.2 The Contractor shall also, before the commencement of the Work herein specified, take out, and during the life of this Contract, maintain in full force and effect, unlimited compensation insurance with an insurance carrier or carriers approved by the Lakeside Fire Protection District, under an insurance policy or policies satisfactory to the Lakeside Fire Protection District in form and amount covering the Contractor's full liability under the Workers' Compensation Insurance and Safety Act of the State of California, and any act or acts amendatory thereof or supplementary thereto, for compensation to any employee who may be injured during the course of the Work. The Contractor shall require all Subcontractors to take out and maintain similar policies of compensation insurance. A certified copy of each insurance policy carried shall be furnished to the Lakeside Fire Protection District prior to the commencement of the Work.

Payment of Premiums and Notice of Revocation or Cancellation:

1.3 The premiums of all insurance policies shall be paid by the Contractor and each insurance policy in this Paragraph provided for shall expressly provide therein that it shall not be revoked nor cancelled by the insurer until thirty (30) days' written notice by certified mail, return receipt requested, of the intended revocation or cancellation thereof shall have first been given to the Lakeside Fire Protection District by such insurer.

ARTICLE 2 - THE CONTRACTOR'S RESPONSIBILITIES

Inspection of the Site and Examination of Contract Documents:

6.1 Prior to commencing any work under this Contract, the Contractor is required to examine carefully the existing conditions of the Project site and compare to the Contract Documents. The Contractor shall immediately notify the Lakeside Fire Protection District in writing of any error, inconsistency, omission or other discrepancy between the existing conditions of the site and the Contract Documents. Once the Contractor has commenced work, it will be deemed that the existing conditions have been accepted by the Contractor as correct and satisfactory for the Work specified herein.

Supervision and Superintendence:

2.1 The Contractor shall supervise and direct the Work competently and efficiently,

devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures its work.

Safety, Protection and Site Maintenance:

2.2 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss of the following:

- (a) All employees on the Work and other persons and organizations who may be affected thereby; and
- (b) All the Work and parts and equipment to be incorporated therein.

Indemnification:

2.3 To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the Lakeside Fire Protection District and its elected and appointed officials, consultants, agents, and employees (collectively, the "Indemnitees") from and against all claims, damages, losses and expenses, direct, indirect, or consequential (including but not limited to fees and charges of architects, engineers, attorneys, and other professionals and court and arbitration costs) (individually a "Claim," collectively, the "Claims") arising out of or resulting from performance of the Work, but not from the sole negligence or willful misconduct of the Lakeside Fire Protection District; provided, that any such Claim (a) is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Law and Regulations regardless of the negligence of any such party.

2.4 The Contractor shall reimburse the Lakeside Fire Protection District for all costs and expenses, (including but not limited to fees and charges of architects, engineers, attorneys, and other professionals and court costs) incurred by the Lakeside Fire Protection District, in enforcing the provisions of Paragraph 2.3.

ARTICLE 3 - CORRECTION OF WORK AFTER COMPLETION

One Year Correction Period:

3.1 If within one (1) year after the date of Completion or such longer period of time as may be prescribed by Laws or Regulations, or by the terms of any applicable special guarantee required by the Contract, any portion of the Work is found to be defective, the Contractor shall promptly, without cost to Lakeside Fire Protection District and in accordance with written instructions, either correct such defective Work, or, if it has been rejected by Lakeside Fire Protection District, remove it from the vehicle and replace it with non-defective Work. If the Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Lakeside Fire Protection District may have the defective Work corrected or the rejected Work removed and replaced and the costs

(including but not limited to fees and charges of attorneys and other professionals) shall be paid by the Contractor.

ARTICLE 4 - PAYMENTS TO THE CONTRACTOR AND COMPLETION

Payment:

4.1 The Lakeside Fire Protection District shall make payments to the Contractor within 30 days of submittal of an invoice setting forth the scope of work performed, parts installed and hourly time and rate of the specified work.

ARTICLE 5 - TERMINATION

5.1 The Lakeside Fire Protection District may terminate this Contract without cause by giving seven (7) days prior written notice to the Contractor, and in such event, the Lakeside Fire Protection District will pay the Contractor for that portion of the Contract Price, less the aggregate of previous payments, allocable to the Work completed as of the date of termination.

ARTICLE 6 – DISPUTE RESOLUTION

6.1 The parties hereby mutually agree that should any dispute arise out of or relate to this Contract, or its alleged breach thereof, said parties shall first attempt to settle such dispute or alleged breach by good faith negotiation. If, after good faith negotiation the parties are unable to resolve the dispute, the parties may, but are not obligated to submit the dispute to mediation under the Commercial Mediation Rules of the American Arbitration Association before resorting to arbitration, litigation, or other action.

6.2 Any consent to arbitration involving an additional person or persons shall not constitute consent of any dispute not described therein, with any person not named, or described therein. Any agreement to arbitrate and any agreement to arbitrate with additional person or persons duly consented to by the parties to this Contract shall be specifically enforceable under the prevailing arbitration law.

6.3 If the parties voluntarily consent to arbitration, notice of the request for arbitration is to be filed in writing with the other party to this Contract and with the American Arbitration Association. No claim may be made until the period of time which begins with the date on which the Lakeside Fire Protection District's Representative has issued a written decision and ends thirty (30) days after the date on which the written decision is received. In no event is the demand for arbitration to be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. A request for arbitration shall contain a statement setting forth the nature of the controversy, reference or attach the Lakeside Fire Protection District's Representative's decision in issue, identify this Contract by title, state the amount involved, if any, and the remedy sought. Two copies of the demand shall be filed with the regional office of the American Arbitration Association in the county in which the project is located, together with two copies of Articles 9 and 14 and the appropriate filing fee as provided in the American Arbitration Association Construction Industry Arbitration Rules.

6.4 Voluntary arbitration shall be in accordance with the Construction Industry Arbitration Rules of the AAA in effect on the date on which the arbitration is demanded except that the following modifications to those Rules shall apply:

- (a) The arbitrator(s) shall be neutral and appointed by the AAA; and
- (b) A controversy involving less than \$50,000 shall be heard by a single arbitrator; a controversy involving \$50,000 or more shall be heard by three (3) arbitrators one of whom shall be an attorney.

6.5 The award rendered by the arbitrator(s) shall be final. The exclusive forum for the confirmation and enforcement, vacation or correction of an award shall be the Superior Court of the State of California, County of San Diego.

Performance of Contract During Arbitration:

6.6 Pending an award by the arbitrator(s), the Contractor shall proceed diligently with the performance of the Contract and in accordance with the Lakeside Fire Protection District's Representative's decision unless the parties to this Contract otherwise agree in writing.

ARTICLE 7 - MISCELLANEOUS

Assignment

7.1 Neither party to the Contract shall assign the Contract without the written consent of the other, nor shall the Contractor assign any monies due or to become due to the Contractor hereunder, without the previous written consent of the Lakeside Fire Protection District. Any assignment of money shall be subject to all proper withholdings in favor of the Lakeside Fire Protection District and to all deductions provided for in the Contract. All money withheld, whether assigned or not, shall be subject to being used by the Lakeside Fire Protection District for completion of the Work should the Contractor be in default.

ARTICLE 8 - CALIFORNIA STATE REQUIREMENTS

Nondiscriminatory Practices:

8.1 The Contractor shall not willfully discriminate against any employee or applicant for employment, and all applicants for employment and current employees shall be treated equally without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, or sexual orientation of such persons.

8.2 Violation by the Contractor of this Article or the State Fair Employment Practice Act shall be cause to terminate this Contract.

ARTICLE 9 - CONTRACT PERIOD

9.1 This contract shall be effective, and services rendered hereunder for a period of one (1) year from November 1st, 2021, through November 1st, 2022, with an option to renew from year to year thereafter for five (5) additional years unless earlier terminated. Either party may terminate this agreement at any time provided that sixty (60) days written notice is given the other party prior to expiration of contract.

9.2 Firm Fixed Prices - Prices shall remain firm and fixed during the term of the contract (365 days after effective date of award).

BID

In the matter of labor in the form certified vehicle repair, vehicle inspection, California required diesel emission testing services and towing and low bed services for the transportation and emergency towing response on an on-call basis.

To the Lakeside Fire Protection District:

*****ATTN PROJECT MGR.: TO BE USED FOR UNIT PRICE PROJECTS*****

Pursuant to and in compliance with the Notice Inviting Bids, the bidder hereby proposes and agrees to perform the work, therein described, in accordance with the attached specifications, instructions, and conditions, in the time, form, and manner provided by law at the bid price herein. No bid will be accepted that does not contain an adequate or reasonable price for each and every item work listed on the bid proposal.

The estimated quantities, unit prices, and total costs herein set forth are for the purpose of comparison of bids only. The final payment will be made upon the basis of actual quantities as per the unit prices bid, as the same may be finally determined by the Lakeside Fire Protection Board.

The bidder agrees to enter into a contract therefore in the time, form, and manner provided by law at the following unit prices, to wit:

*****ATTN PROJECT MGR.: TO BE USED FOR LUMP SUM PROJECTS*****

Pursuant to and in compliance with the Notice Inviting Bids, the bidder proposes and agrees to perform the work, therein described, in accordance with the attached specifications, instructions, and conditions, in the time, form, and manner provided by law at the bid price herein.

Total proposal bid price for materials, equipment, tools, labor and incidentals necessary to complete the work, including necessary insurance cost and bond requirements:

BID

No.	Description	UOM	EST. QTY.	Item Price (In Figures)	Total (In Figures)
1				SUBMIT BID PRICING ELECTRONICALLY	

BIDDER'S STATEMENT
REGARDING INSURANCE COVERAGE

*****to be submitted by ALL BIDDERS*****

BIDDER HEREBY CERTIFIES that the Bidder has reviewed and understands the insurance coverage requirements specified in this Invitation to Bid. Should the Bidder be awarded the 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 Lakeside Fire Protection District as Additional Insured for the work specified.

Name of Bidder (Person, Firm, or Corporation)

Signature of Bidder's Authorized Representative

Name & Title of Authorized Representative

Date of Signing

EXPERIENCE STATEMENT

*****to be submitted by ALL BIDDERS*****

List at least three references for work of a similar nature performed within the last three years.

I hereby certify that I have performed the work listed below.

Signature of Bidder

Description	Year	Amount	Customer and Telephone
_____	_____	\$ _____	() _____
_____	_____	\$ _____	() _____
_____	_____	\$ _____	() _____
_____	_____	\$ _____	() _____
_____	_____	\$ _____	() _____

SAMPLE OF CERTIFICATION BY CONTRACTOR

******to be submitted by AWARDED BIDDER******

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work on this contract.

DATED: _____

Contractor

By: _____

Section 1861, Labor Code