



## **NOTICE INVITING BIDS FOR BUILDING REPAIRS AT 121 STARFISH WAY**

**Request for Bids (RFB) Issue Date: December 5, 2022**  
**Bid Due Date: December 28, 2022 (4:00 PM)**

Send inquiries regarding this RFB, and submit final bid to:

Tim Petrick, CEO/Harbormaster  
101 Citizens Dock Road  
Crescent City, CA 95531  
tpetrick@ccharbor.com  
(707) 464-6174

The Crescent City Harbor District (“District”) is seeking bids from qualified contractors (“Contractor”) for repairs to a large commercial building located at 121 Starfish Way in Crescent City.

Work to be performed:

- (1) Repair or replace siding on the Northwest facing side of the building.
- (2) Repair or replace rain gutters.
- (3) Repair exterior structural wood deterioration as per building inspection.
- (4) Repair exterior masonry structural issues as per building inspection.

It is strongly recommended that interested bidders arrange for a pre-bid meeting to better understand project requirements. This meeting may be arranged by contacting the District at the phone and/or email address listed above. Both in-person and virtual meetings (via Zoom) are acceptable. The District will accommodate the individual schedules of bidders as much as possible.

From the date of issuance of this RFB, and until a binding contractual agreement is executed with a selected Contractor, all communications between the District and proposing Contractors shall be formal.

No informal communication shall occur regarding this procurement, including requests for information, comments, speculation, etc., between a Contractor and any District employee or official. Failure to comply with this provision may result in the rejection of the bid.

Bids must be submitted with "**Bid: 121 Starfish Way Repairs**" clearly identified on the envelope label. A bid must include the signature of an authorized representative of the firm. Non-conformance with these instructions may be grounds for rejection of a bid.

Submission of bids by facsimile (FAX) is not acceptable. The Contractor is entirely responsible for the means of delivering the bid to the appropriate office on time. The bid must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery. LATE BIDS WILL NOT BE ACCEPTED. Modifications of bids received after the deadline specified above will not be considered.

#### Basic Information and Requirements:

- Contractor will be responsible for measuring/verifying designated construction area.
- Any disturbed ground areas must be returned to substantially original condition.
- Work may begin at any time after the contract is awarded as approved by District staff.
- Once work commences, it must be completed within 21 days.
- The last date to complete all work is **May 31, 2023**.
- All work not completed by May 31, 2023 shall result in a \$750 per diem penalty to be deducted by the District from final payment.
- This project is not tax exempt.
- This project requires the payment of prevailing wages pursuant to Lab. Code Section 177.
- All written questions will be answered in writing and conveyed to all RFB respondents.
- Oral statements regarding this RFB by any persons should be considered unverified information unless confirmed in writing.
- Contractor is responsible for any and all required permits.
- The District does not have a cost estimate available for the project.

- The District expressly reserves the right to extend the date by which bids are due.
- Work shall comply with 2021 Greenbook Standard Specifications for Public Works Construction (“Greenbook”) with regard to type and construction conditions during placement.

Detailed Supplemental Information:

- (1.) It is the District's intent to select a Contractor best evidencing demonstrated competence and professional qualifications necessary to perform the work required at a fair and reasonable cost after consideration of all evaluation criteria set forth below. Criteria are not listed in any order of priority or preference. The District will evaluate the bids based on the following criteria:
  - (a.) Responsiveness to RFB
  - (b.) Proposed project approach
  - (c.) Experience and technical competence
  - (d.) Qualifications of personnel proposed to complete the project
  - (e.) Price
- (2.) Contractors must submit a reference list including contact names and phone numbers with a minimum of three references, preferably demonstrating experience with projects similar or greater in size to this project.
- (3.) The District reserves the right to request additional information which, in the District's opinion is necessary to assure that the Contractor's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to contract.
- (4.) The District reserves the right to reject any or all bids and to waive informalities or irregularities in any bid, and to select the bid(s) that, in its opinion, best serves the needs of the District within budget limitations.
- (5.) Contractors must list their total bonding capacity and available bonding capacity. A Bid Bond is not required with the bid, but a Labor and Material Payment Bond and a Faithful Performance Bond, each in an amount equal to one hundred percent (100%) of the contract price, will be required from the awarded contractor.
- (6.) The bid must be submitted by providing one unbound printed original. The bid must be submitted to the District contact person identified above. The bid package must also include a signed NON-COLLUSION DECLARATION (see attached).

(7.) In cases where it is difficult to fairly evaluate or distinguish bids for any reason, certain Contractors may be requested to participate in an oral interview and/or provide a brief presentation to clarify the intent of their bid.

(8.) District staff recommendation(s) for award will go to the District Board of Harbor Commissioners at the January 3, 2023 meeting for final approval. The contractor(s) approved by the Board will be notified as quickly as possible after the Board meeting in order to reserve a slot in contractor(s) schedule.

(9.) Upon selection of a Contractor, the District will endeavor to negotiate the commercial terms of a contract with the selected Contractor. In the event that the District is unable to reach an agreement, the District will proceed, at its sole discretion, to negotiate with the next Contractor selected by the District. The District reserves the right to contract for services in the manner that most benefits the District including awarding more than one contract if desired.

**NON-COLLUSION DECLARATION**

The undersigned declares:

I am the \_\_\_\_\_ [Title] of \_\_\_\_\_ [Name of Company], 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].

Signed: \_\_\_\_\_

Typed Name: \_\_\_\_\_