

## **NOTICE INVITING BIDS**

1. **RECEIPT OF BIDS:** Sealed Bids will be received at the office of the City Clerk of the City of Petaluma located at 11 English Street, Room 4, Petaluma, California, 94952-2610, until 2 p.m. (enter time) on September 7, 2021, for the Interim Housing Solutions Project. Any Bids received after the specified time and date will not be considered. Fax and other electronically transmitted Bids will not be accepted.
  
2. **OPENING OF BIDS:** The Bids will be publicly opened and read at N/A (enter time) on \_\_\_\_\_ at the above-mentioned office of the CITY. The CITY reserves the right to postpone the date and time for opening of Bids at any time prior to the aforesaid date and time.
  
3. **COMPLETION OF WORK:** The WORK must be completed within N/A working days after the commencement date stated in the Notice to Proceed.
  
4. **DESCRIPTION OF WORK:** The WORK includes Seeking a quotation for housing equipment for the Interim Housing Solutions Project. The scope includes new temporary housing units, separate toilet and shower units, office units and optionally a mobile solar power unit to offset the electric needs of the project.
  
5. **SITE OF WORK:** The site of the WORK is located: initially at 900 Hopper Street in Petaluma, CA.
  
6. **OBTAINING CONTRACT DOCUMENTS:** The Contract Documents are entitled "N/A." The Contract Documents may be obtained by 4:00 P.M., Monday through Thursday at the office of Public Work & Utilities, 202 North McDowell Boulevard, Petaluma, California 94954.

If you would like to receive the bid document via the CITY's website, at no cost, please go to:

- <https://cityofpetaluma.org/bid-opportunities-2/>
- Fill out the Plan Holder's form by clicking on the Plan Holder's form link
- Fill in all fields
- Click on the submit button at the end of the form

Submitting the Plan Holder's form on-line automatically puts you on the CITY's Bidders List and you will be notified of any Addendums or information pertaining to the bid by email.

If you would like to purchase bid documents, please call Phone No. N/A, Attention: N/A, upon payment of \$N/A (non-refundable) for each set of Contract Documents (including technical specification and accompanying reduced scale drawings). The scale of the reduced drawings is about one-half of the original scale. At the Bidder's request and expense, the Contract Documents may be sent by overnight mail.

- Full-scale drawings are not available.
- If full-scale drawings are available and desired, they may be purchased at reproduction cost from N/A.

7. **BID SECURITY:** Each Bid shall be accompanied by a certified or cashier's check or Bid Bond executed by an admitted surety in the amount of 10% percent of the Total Bid Price

payable to the City of Petaluma as a guarantee that the Bidder, if its Bid is accepted, will promptly execute the Agreement. A Bid shall not be considered unless one of the forms of Bidder's security is enclosed with it. Upon acceptance of the Bid, if the Bidder refuses to or fails to promptly execute the Agreement the Bidder's security shall be forfeited to the CITY.

8. **CONTRACTOR'S LICENSE CLASSIFICATION:** In accordance with the provisions of California Public Contract Code Section 3300, the CITY has determined that the CONTRACTOR shall possess a valid Class \_\_\_\_\_ license at the time that the Contract is awarded. Failure to possess the specified license shall render the Bid as non-responsive and shall act as a bar to award of the Contract to any bidder not possessing said license at the time of award.
9. **PREFERENCE FOR MATERIAL:** Substitute products will be considered prior to award of the Contract in accordance with Section 3400 of the California Public Contract Code. The Bidder will submit data substantiating its request for a substitution of "an equal" item within 14 days following submission of its Bid. Substantiation date will conform to the requirements of the instructions for Proposed Substitutions of "or equal" items contained in the bid Forms. The ENGINEER will make a determination of approval or rejection of the proposed substitution prior to the award of the Contract. No request for substitution of "an equal" items will be considered by the ENGINEER after award of the Contract.
10. **REJECTION OF PROPOSALS:** The CITY reserves the right to reject all or any part of all bids submitted, waive informalities and irregularities, and will not, to the extent allowed by law, be bound to accept the lowest bid.
11. **BIDS TO REMAIN OPEN:** The Bidder shall guarantee the total bid price for a period of 90 calendar days from the date of bid opening.
12. **CALIFORNIA WAGE RATE REQUIREMENTS:** In accordance with the provisions of California Labor Code Sections 1770, 1773, 1773.1, and 1773.7 as amended, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem wages in accordance with the standards set forth in Section 1773 for the locality in which the WORK is to be performed. A copy of said wage rates is on file at the office of the City Clerk. It shall be mandatory upon the CONTRACTOR to whom the WORK is awarded and upon any subcontractor under the CONTRACTOR to pay not less than said specified rates to all workers employed by them in the execution of the WORK.
13. **LABOR COMPLIANCE PURSUANT TO CALIFORNIA LABOR CODE §1771.1:** A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirement of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time contract is awarded.
14. **RETAINAGE FROM PAYMENTS:** The CONTRACTOR may elect to receive 100 percent of payments due under the Contract Documents from time to time, without retention of any portion of the payment by the CITY, by depositing securities of equivalent value with the CITY in accordance with the provisions of Section 22300 of the Public Contract Code. Alternatively,

the CONTRACTOR may request, and the CITY shall make payment of retentions earned directly to the escrow agent at the expense of CONTRACTOR. At the expense of the CONTRACTOR, the CONTRACTOR may direct the investments of the payments into securities and the CONTRACTOR shall receive the interest earned on the investments upon the same terms as provided in Section 22300 of the Public Contract Code for securities deposited by the CONTRACTOR. The CONTRACTOR shall be responsible for paying all fees for the expenses incurred by the escrow agent in administering the escrow account and all expenses of the CITY. These expenses and payment terms shall be determined by the CITY's Finance Director or his/her designee and the escrow agent. Upon satisfactory completion of the WORK, the CONTRACTOR shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the CITY, pursuant to the terms of Section 22300 of the Public Contract Code. Such securities, if deposited by the CONTRACTOR, shall be valued by the CITY, whose decision on valuation of the securities shall be final. Securities eligible for investment under this provision shall be limited to those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters or credit, or any other security mutually agreed to by the CONTRACTOR and the CITY.

15. **PAYMENT BOND:** Pursuant to and in accordance with California Civil Code Section 3247, a payment (labor and materials) bond must be filed if the expenditure for the WORK is in excess of Twenty-Five Thousand Dollars (\$25,000).

16. **PRE-BID CONFERENCE VISITS:** [At least on box below MUST be checked]

**Check if no pre-bid conference/site is to be held:** N/A.

**Mandatory pre-bid conference/site visit to be held:** Prospective bidders are required to attend a mandatory pre-bid conference/site visit at \_\_\_\_\_ (*enter time*) on \_\_\_\_\_, at the \_\_\_\_\_, offices at \_\_\_\_\_. Prospective bidders that fail to attend the mandatory pre-bid conference/site visit will be ineligible to bid on the project. Following the conference at City offices, City staff and prospective bidders will meet at the project Site. Transportation to the project site will be the responsibility of prospective bidders. The purposes of the conference/site visit are to discuss the scope of the project and bidding requirements and to acquaint bidders with Site conditions.

No information communicated at the pre-bid conference/site visit may amend the project bidding requirements. Project bidding requirements may only be amended by addenda issued by authorized City officials. Following the pre-bid conference/site visit, prospective bidders may submit detailed technical questions in writing. If warranted, the City may respond to such questions by addenda.

**Non-Mandatory pre-bid conference/site visit to be held:** Prospective bidders are invited to attend a non-mandatory pre-bid conference/site visit at \_\_\_\_\_ (*enter time*) on \_\_\_\_\_, at the \_\_\_\_\_. Following the conference at City offices, City staff and prospective bidders will meet at the project Site. Transportation to the project site will be the responsibility of prospective bidders. The purposes of the conference/site visit are to discuss the scope of the project and bidding requirements, and to acquaint bidders with Site conditions.

No information communicated at the pre-bid conference/site visit may amend the project bidding requirements. Project bidding requirements may only be amended by addenda issued by authorized City officials. Following the pre-bid conference/site visit, prospective bidders may submit detailed technical questions in writing. If warranted, the City may respond to such questions by addenda.

17. **PROJECT ADMINISTRATION:** All communications relative to the WORK shall be directed to the ENGINEER prior to opening of the Bids.

NAME: Karen Shimizu, Housing Manger

ADDRESS: 11 English Street

Petaluma, CA 94953

kshimizu@cityofpetaluma.org

PHONE: 707 778-4563

18. **CITY'S RIGHTS RESERVED:** The CITY reserves the right to reject any or all bids, to waive any minor irregularity in a bid, and to make awards to the lowest responsive, responsible bidder as it may best serve the interest of the CITY.

CITY: Petaluma

BY: SPascoe

DATE: 9/2/21

END OF NOTICE INVITING BIDS



# CITY OF PETALUMA

POST OFFICE BOX 61  
PETALUMA, CA 94953-0061

**Teresa Barrett**  
Mayor

**Brian Barnacle**  
**D'Lynda Fischer**  
**Mike Healy**  
**Dave King**  
**Kevin McDonnell**  
**Dennis Pocekay**  
Councilmembers

September 2, 2021

Subject: Request for Quotation (RFQ)  
Housing Equipment  
Interim Housing Solutions Project

The City of Petaluma is seeking a quotation for housing equipment for the Interim Housing Solutions Project. The scope includes new temporary housing units, separate toilet and shower units, office units and optionally a mobile solar power unit to offset the electric needs of the project. Equipment will be considered for selection separately for each type. The City may elect to contract with one or multiple vendors. Vendors shall provide individual pricing and may choose to provide quotations on part or all of the equipment listed. The equipment will be initially located at 900 Hopper Street, in Petaluma.

The structures will be installed and constructed in accordance with California Code and CRC Appendix X and also meet the attached Purchase Order General Terms and Conditions

Additional information and addendums can be found at <https://cityofpetaluma.org/bid-opportunities-2/> or email to Karen Shimizu at [Kshimizu@cityofpetaluma.org](mailto:Kshimizu@cityofpetaluma.org).

**Attachments:**

Attachment A: Interim Housing Solutions Equipment List  
Attachment B: Selection Criteria  
Attachment C: Location Plans (for reference only and subject to change)  
Attachment D: Purchase Order General Terms and Conditions

**Bid Date**

Emailed proposals will be accepted until Tuesday September 7th, 2021 at 2:00pm and should be emailed to [Kshimizu@cityofpetaluma.org](mailto:Kshimizu@cityofpetaluma.org)

If you need further information, please call me at (707) 778-4563 or e-mail at [Kshimizu@cityofpetaluma.org](mailto:Kshimizu@cityofpetaluma.org).

Sincerely,

Karen Shimizu, Housing Manager

c: Project file

**City Manager's Office**  
11 English Street  
Petaluma, CA 94952

Phone (707) 778-4345

E-Mail:  
[citymgr@cityofpetaluma.org](mailto:citymgr@cityofpetaluma.org)

**Economic Development**  
Phone (707) 778-4549  
Fax (707) 778-4586

**Housing Division**  
Phone (707) 778-4555  
Fax (707) 778-4586

**Information Technology Division**  
Phone (707) 778-4417  
Fax (707) 776-3623



## ATTACHMENT A – INTERIM HOUSING SOLUTIONS EQUIPMENT LIST

### Equipment List

Product Description	Qty	Unit
<p>Interim Housing Units: 70 sq ft interior minimum (single-use), 120 sq ft maximum (two-person use) [optional 53 sq ft interior minimum single-use only]</p> <p>Includes: led lighting, integral heating (not portable), electrical outlets, security doors and egress, meets accessibility and code requirements</p>	25	EA
<p>Office Unit: combined total office space minimum 100 sq ft, maximum 120 sq ft, includes two separate workspaces, each able to seat two workstations</p> <p>Includes: led lighting, heating and cooling options, electrical outlets, security doors, meets accessibility and code requirements</p>	2	EA
<p>Toilet Units: Up to 6 total toilet rooms including a 2 minimum of ADA toilets</p> <p>Includes: hand washing, led lighting, mirror and ventilation, serviceable water and waste tank systems included with option for plumbed water and sanitary connections. <i>Optional conveniences: provide prices separately</i></p>	6	EA
<p>Shower Units: Up to 4 total shower stalls including a minimum of 2 ADA stalls</p> <p>Includes: led lighting, ventilation, potable water, and waste tank systems included with option for plumbed water and sanitary connections. <i>Optional conveniences: provide prices separately</i></p>	6	EA
<p>Electrical Unit with Solar Power [optional unit]: sized to accommodate the anticipated electrical loads of the units listed above</p>	1	EA

## ATTACHMENT B – SELECTION CRITERIA

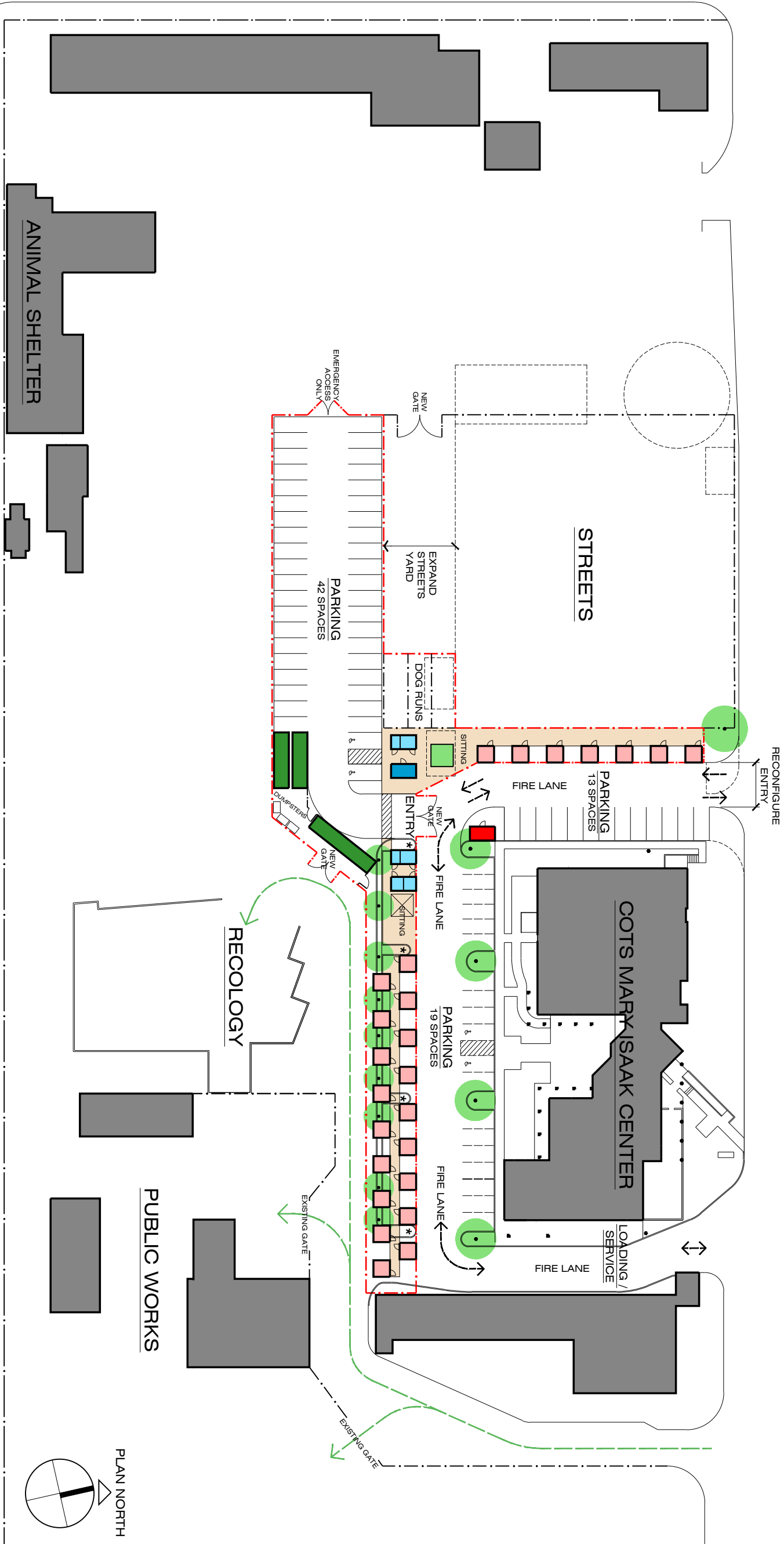
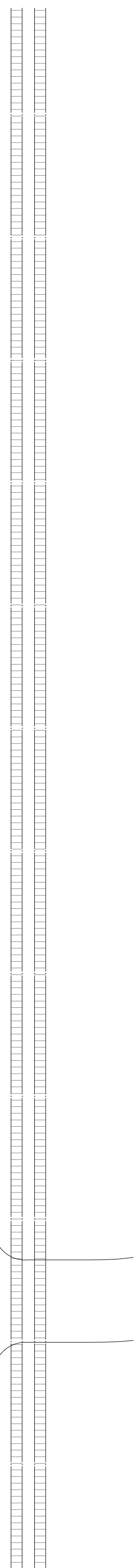
### Interim Housing Units

Quality, Suitability and Efficiency	Qty	Unit
Unit Size(s)		Sq. Ft.
Insulation Values (Roof, Wall, Floor, Fenestration)		R
Portability/Reusability – How many times can the unit be assembled and relocated?		Uses
Shipping Impacts – How far will the units be shipped to Petaluma?		Miles
Product lead time for delivery		Weeks
Conformance with California Energy Code and CalGreen Code Tier 1 (Yes or No)		%
Lifecycle and Cost	Qty	Unit
Product Lifespan – How long will the product last?		Years
Shipping Impacts – How far will the units be shipped?		Miles
Product Cost		\$
Shipping Cost		\$
Estimated Maintenance Cost		\$/yr
Estimated energy consumption cost (heating/cooling)		\$/yr
Annual Cost = (Product/Lifespan) + (Shipping/Lifespan) + Maintenance + Energy		\$/yr
Reputation and Responsibility		
Mission Alignment in serving the unsheltered	Provide Statement	
Compatibility with Petaluma Design Standards		
Customization - can be adapted for a sense of home and community		
Statement of Qualifications (such as staff experience or company history)		

### Optional Solar Power Unit

Quality, Suitability and Efficiency	Qty	Unit
Unit Size (when in use)		Sq. Ft.
Product lead time for delivery		Weeks
Electric Generation		kW
Optional: Integrated Battery Backup		kW
Product Lifespan		Years



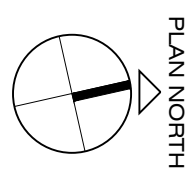


**LEGEND:**

- INTERIM HOUSING AREA
- - - SECURITY FENCING
- OTHER FENCING
- SHELTER UNITS, 9X9±
- RESTROOM / SHOWER UNITS, 8X14±
- LAUNDRY UNIT, 8X14±
- STAFF OFFICE / BREAK ROOM, 8X14±
- DINING TENT
- SMOKING AREA
- 6' ELEVATED WALKWAYS
- STORAGE CONTAINERS
- EXISTING TREES
- STRUCTURES TO BE DEMOLISHED EARLY 2022
- EXISTING LIGHT POLES
- EXISTING PUBLIC WORKS AND RECOLOGY ACCESS
- EXISTING PARKING
- NEW PARKING

**SUMMARIES:**

SHELTER UNITS:	25 (ALL ADA)
NEW RESIDENTS:	30 TO 32
TOILETS/LAVS:	6 (2 ADA)
SHOWERS:	4 (2 ADA)
EXISTING PARKING:	51 (2 ADA)
DECOMMISSIONED PARKING:	- 32
NEW PARKING:	+35 (2 ADA)
TOTAL PROPOSED:	74 (4 ADA)
PARKING NET GAIN:	23 (2 ADA)



**MAD**  
architecture

12 WESTERN AVENUE #2  
PETALUMA, CA 94952  
TEL 707.765.9222  
WWW.MADARCH.COM

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# PROPOSED SITE PLAN

SCALE: 1" = 60'-0"

# CITY OF PETALUMA INTERIM HOUSING SOLUTIONS PROJECT

900 HOPPER STREET, PETALUMA CA 94952

DRAWN BY: CTH  
CHECKED BY: MAD  
APN: 007-171-008  
007-171-016

**1**

AUGUST 30, 2021



## Attachment D

### **Petaluma Purchase Order General Terms and Conditions**

These terms and conditions govern the Vendor's delivery of Products and/or Services described on this Order.

1. **Time of Performance.** The Products and/or Services must be delivered by the Delivery Date specified on this Order. If this Order is for Services, performance of the Services must commence by the Commencement of Services date specified on this Order. Time is of the essence.

2. **Warranty and Title.** Vendor warrants that: (A) All Products and Services are as described on this Order, of good quality and free from defects; (B) All Products delivered are merchantable; (C) Vendor has good title to all Products delivered and all Products delivered are free from liens and other encumbrances; and (D) Vendor's delivery of the Products and/or Services will be in strict conformity with all applicable local, state, and federal laws.

3. **Precedence, Integration and Binding Effect.** If any portion of these terms and conditions conflicts with any information on the face of this Order, the information on the face of this Order will govern. This Order contains the entire agreement between the Vendor and the City concerning the Products and/or Services described on this Order. This Order supercedes all prior agreements concerning such Products and/or Services. This Order may only be modified by a writing signed by authorized representatives of the Vendor and City. This Order is binding on the Vendor, the City, and their successors and assigns.

4. **Payment.** The City will pay Vendor invoices for Products and/or Services actually delivered in accordance with this Order. To be eligible for payment, Vendor invoices must itemize the Products and/or Services delivered and the corresponding prices in accordance with this Order. Payment of Vendor invoices does not constitute acceptance of Products and/or Services delivered. Prices of Products and/or Services delivered that are not in accordance with this Order are subject to adjustment. In no event will the prices of Products and/or Services delivered exceed that specified on this Order.

5. **Independent Contractor.** Vendor is an independent contractor and not an employee of the City.

6. **Indemnity and Insurance.** Vendor agrees to indemnify, defend, and hold harmless the City and its officers, officials, employees, and volunteers from and against any and all liability, loss, damage, expense, costs (including but not limited to attorneys' costs) of every nature arising out of or in connection with the delivery of the Products and/or Services described on this Order or Vendor's failure to comply with any of its obligations pursuant to this Order. However, to the extent this Order is a construction contract as defined in California Civil Code section 2783, as amended from time to time, Vendor's duty to indemnify pursuant to this Order shall not apply when to do so would be prohibited by California Civil Code section 2782. Vendor certifies that Vendor is aware of the provisions of California Labor Code Section 3700 which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the California Labor Code. Vendor will comply with such provisions before delivering the Products and/or Services described on this Order.

7. **Termination for Cause.** In addition to all other legal and equitable rights of the City, the City may terminate this Order for cause upon any failure by Vendor to fulfill its obligations under this Order. Such termination for cause will be by written notice to the Vendor specifying the Products and/or Services not in accordance with this Order. Upon such notice to the Vendor, the City may purchase Products and/or Services to substitute for those not delivered in accordance with this Order. The City may, at its option, either: (A) deduct the amount by which the cost of such substitute Products and/or Services exceeds the prices specified on this Order from monies due or that may become due the Vendor, or (B) invoice the Vendor for such amount. Any invoice submitted to the Vendor under this provision will be due upon receipt.

8. **Termination for Convenience.** The City may terminate this Order for convenience upon notice to the Vendor. If the City terminates this Order for convenience, the City will pay the Vendor for Products and/or Services delivered in accordance with this Order prior to the date of termination. The City will also pay the Vendor for Products and/or Services that Vendor cannot cancel as of the date of termination, so long as such Products and/or Services are delivered in accordance with this Order.

9. **Assignment, Governing Law.** The Vendor may not assign any of Vendor's obligations under this Order without the City's prior written approval. Any purported assignment without such approval will be void. This Order is governed by California law.

10. **Compliance With All Laws.** Vendor shall fully comply with all applicable local, state and federal rules, laws, regulations and ordinances pertaining to Vendor's performance under this Order, including but not limited to, the California Building Standards Code as in effect in the City, the Americans with Disabilities Act, and any laws and regulations related to any copyright, patent, trademark or other intellectual property right involved in performance of this Order. Vendor's failure to comply with any law(s) or regulation(s) applicable to Vendor's performance under this Order shall constitute a material breach. To the extent that any other government agency or entity provides compensation for any products or services under this Order, Vendor shall comply with all rules and regulations applicable to such fiscal assistance.

11. **Living Wage Ordinance.** Without limiting the foregoing Section 10, Vendor shall comply fully with all applicable requirements of Petaluma Municipal Code, Chapter 8.36, Living Wage (the "Living Wage Ordinance"), as the same may be amended from time to time. Upon the City's request Vendor shall promptly provide to the City documents and information verifying Vendor's compliance with the requirements of the Living Wage Ordinance, and shall within fifteen (15) calendar days of the Effective Date of this Order, notify each of Vendor's affected employees as to the amount of wages and time off that are required to be provided to them pursuant to the Living Wage Ordinance. The Acknowledgement and Certification Pursuant to City of Petaluma Living Wage Ordinance, attached to this Order as Exhibit \_\_\_\_\_, shall be a part of this Order for all purposes, and Vendors that are subject to Living Wage Ordinance requirements, as determined by the City, must provide a properly completed Exhibit B in accordance with the requirements of the Living Wage Ordinance. Vendor's noncompliance with the applicable requirements of the Living Wage Ordinance shall constitute cause for City's termination of this Order pursuant to Section 7 hereof.