



June 16, 2009

SUBJECT: NOTICE INVITING BIDS (RFQ) F-09-17

The City of San Bernardino (City) invites bids from qualified vendors for:

AUTOMATED REFUSE CARTS

Parties interested in obtaining a copy of this RFQ F-09-17 may do so by accessing the City of San Bernardino Web Page at www.sbcity.org > **Business > Request for Bids > City Finance, beginning June 16, 2009** or by faxing their request to (909) 384-5043, attention Deborah R. Morrow, Purchasing Manager. Please include the following information in your request: name and address of firm; name, telephone and facsimile number of contact person; specify RFQ F-09-17.

Copies of the RFQ may also be obtained by calling Deborah Morrow at (909) 384-5086 or Sylvia Londean at (909) 384-5348 or in person at City Hall, 300 N. "D" St., 4th floor, Purchasing Division, San Bernardino, CA 92418.

Closing Date: Bids must be submitted at or before **3:00 PM, PST, July 7, 2009** at 300 North "D" Street, 4th Floor, Purchasing, San Bernardino CA 92418.

Issuance of this RFQ and/or receipt of bids do not commit City to award a contract.

Sincerely,

Deborah R. Morrow, C.P.M.
Purchasing Manager

SECTION I.

INSTRUCTIONS TO BIDDERS

City of San Bernardino, Finance Department
Purchasing Division

Bid Documents to Be Returned by Bidder

**RFQ F-09-17
AUTOMATED REFUSE CARTS**

- ☐ Copy of Contractor License ^{III Bid Content and Forms, General Specification #36, Instructions to Offeror(s) / Bidders}
- ☐ Warranty Copies ^{II Technical Specs Item 15, IV General Specs, Item 10}
- ☐ Bidder Experience, Competency, Qualification and Profile (Vendor Document) ^{III Proposal / Bid Content Forms}
- ☐ Non-Collusion Affidavit (City Form) ^{I Instructions to Offeror(s) / Bidders}
- ☐ Listing of Proposed Subcontractor (City Form) ^{III Proposal / Bid Content and Forms}
- ☐ Price Form (City Form) ^{I Instructions to Bidders, III Bid Content and Forms}
- ☐ Authorized Signatures (City Form) ^{I Instructions to Bidders}
- ☐ Bidder Identification ^{III Bid Content and Forms}
- ☐ Addendum Received (City Form) ^{III Bid Content and Forms}
- ☐ 90 Day Bid Validity Statement ^{III Bid Content and Forms}
- ☐ Authorized Signatures (City Form) ^{III Bid Content and Forms}
- ☐ References ^{II Technical Specs, item 17, III Bid Content and Forms,}
- ☐ Proper Identification and Submittal of Proposal/Bid Package, and Price Form ^{Instructions to Bidders}

Bidders are requested to submit this checklist completed with all bid documents.

I. INSTRUCTIONS TO BIDDERS

A. Pre-Bid Conference

N/A

B. Examination of Bid Documents

1. By submitting a bid, the Bidder represents that it has thoroughly examined and become familiar with the items required under this RFQ and that it is capable of quality performance to achieve the City's objectives.
2. The City reserves the right to remove from its mailing list for future RFQs, for an undetermined period of time, the name of any Bidder for failure to accept a contract, failure to respond to two (2) consecutive RFQs and/or unsatisfactory performance. Please note that a "No Bid" is considered a response.

C. Addenda

Any City changes to the requirements will be made by written addendum to this RFQ. Any written addenda issued pertaining to this RFQ shall be incorporated into the terms and conditions of any resulting Purchase Order. The City will not be bound to any modifications to or deviations from the requirements set forth in this RFQ as the result of oral instruction.

D. Clarifications

1. Examination of Documents

Should a Bidder require clarifications of this RFQ, the Bidder shall notify the City **in writing** in accordance with Section D.2 below. Should it be found that the point in question is not clearly and fully set forth, the City will issue a written addendum clarifying the matter, which will be posted to our website.

2. Submitting Requests

- a. All questions, clarifications or comments shall be put **in writing** and must be received by the City no later than 5:00, PM, PST **June 23, 2009** and be addressed as follows:

City of San Bernardino
300 North "D" Street
4th floor, Purchasing Division
Attn: Deborah R. Morrow,
San Bernardino, CA 92418

- b. The exterior envelope of all requests for clarifications, questions and comments must be clearly labeled, "Not an Offer." The City is not responsible for failure to respond to a request that has not been labeled as such.

The City will also accept questions sent by email to: morrow_de@sbcity.org, or facsimile machine; however, all emailed or faxed questions must be received by the City no later than the date and time specified above. Send facsimile transmissions to (909) 384-5043, Attention Deborah R. Morrow. ***All clarifications, questions, comments must be in writing, NO EXCEPTIONS.***

- c. Inquiries received after 4:00 PM, PST **June 23, 2009** will not be accepted.

3. **City Responses**

Responses from the City will be communicated ***in writing***, by a posting to our website no later than the close of business on **June 30, 2009**.

For immediate notification of postings, sign-up for e-Notify on our website: www.sbcity.org > Items of Interest > e-Notify.

E. **Submission of Bids**

1. **Date and Time**

All bids are to be submitted to the City of San Bernardino, Attention: Deborah R. Morrow, Purchasing Manager. Bids received after **3:00 PM, PST, July 7, 2009**, will be rejected by the City as non-responsive.

2. **Address**

Bids shall be addressed as follows:

**City of San Bernardino
Finance Department
300 N. "D" Street, 4th floor
San Bernardino, CA 92418.**

Bids may be delivered in person to the Purchasing Division, 4th floor of the above address.

3. **Identification of Bids**

Bidder shall submit a SEALED bid package consisting of:

- a) one (1) signed original of Quote and Price Form
- b) one (1) copy of each

The bid package shall be addressed as shown above, bearing the Bidder's name and address and clearly marked as follows:

**RFQ F-09-17:
Automated Refuse Carts**

4. Acceptance of Bids

- a. The City reserves the right to accept or reject any and all bids, or any item or part thereof, or to waive any informalities or irregularities in bids.
- b. The City reserves the right to withdraw this RFQ at any time without prior notice and the City makes no representations that any contract will be awarded to any Bidder responding to this RFQ.
- c. The City reserves the right to postpone bid opening for its own convenience.

F. Pre-Contractual Expenses

Pre-contractual expenses are defined as expenses incurred by the Bidder in:

- 1. preparing its bid in response to this RFQ;
- 2. submitting that bid to City;
- 3. negotiating with City any matter related to this bid; or
- 4. any other expenses incurred by the Bidder prior to date of award, if any, of the Agreement.

The City shall not, in any event, be liable for any pre-contractual expenses incurred by Bidder in the preparation of its bid. Bidder shall not include any such expenses as part of its bid.

G. Contract Award

Issuance of this RFQ and receipt of bids does not commit the City to award a Purchase Order. The City reserves the right to postpone bid opening for its own convenience, to accept or reject any or all bids received in response to this RFQ,

and to negotiate with other than the selected Bidder(s) should negotiations with the selected Bidder(s) be terminated. **The City also reserves the right to apportion the award among two or more Bidders.**

H. Acceptance of Order

The successful Bidder will be required to accept a Purchase Order in accordance with and including as a part thereof the published Notice Inviting Bids, and the RFQ documents including all requirements, conditions and specifications contained therein, with no exceptions other than those specifically listed in the written purchase order.

I. Business License

The City's Business Ordinance requires that a Business doing business with the City, obtain and maintain a valid City Business Registration Certificate during the terms of the Agreement. Bidder agrees to obtain such Certificate prior to undertaking any work under this Agreement.

J. Local Vendor Preference

The City of San Bernardino gives any formal or informal bid submitted by a local bidder a one percent (1%) credit for goods and materials, where labor and/or installation is incidental; and a five percent (5%) credit on Contractual services, for comparison purposes with other bidders, as authorized in the San Bernardino Municipal Code Section 3.04.125, and Executive Order 2003-1, respectively.

For the purposes of this section, "local bidders" shall be bidders for which the point of sale of the goods or materials shall be within the City of San Bernardino.

SECTION II.
TECHNICAL SPECIFICATIONS

City of San Bernardino

TECHNICAL SPECIFICATIONS
RFQ F-09-17**AUTOMATED CARTS FOR RESIDENTIAL REFUSE COLLECTION SERVICES****NOTICE: "SPECIAL INSTRUCTIONS TO THE BIDDER"**

The City of San Bernardino, Public Services Department, *Integrated Waste Management Division* services approximately 43,500 residential customers through an automated collection system. The City has over 100,000 automated refuse carts that require service on a weekly basis. The intent of this document is to solicit proposals from qualified vendors with experience in providing automated carts. The City is looking for the most responsive and responsible vendor that will be committed to provide the City of San Bernardino with automated carts at a per unit cost. Through a competitive qualification and bid based procurement process, the City of San Bernardino intends to enter into an agreement with a qualified vendor for automated carts.

Services:

Bidder shall complete right-hand column indicating brief reasoning for exceptions to requirements when not acceptable. State "Acceptable" if requirements are agreeable as set forth in left-hand column.

Whenever the terms "Standard Specifications" is used, it shall mean the "Standard Specifications for Public Works Construction, latest edition." In case of conflict between these specifications and Standard Specifications, these specifications shall take precedence over and be used in lieu of the Standard Specifications.

FAILURE TO COMPLETE RIGHT HAND COLUMN WILL INVALIDATE BID

CATEGORY I	ACCEPTABLE / AS SPECIFIED
1. <u>AUTOMATED CARTS</u> The City of San Bernardino Public Services Department, Integrated Waste Management Division purchases approximately 4,600 95-gallon automated carts for residential refuse collection services each year. The automated carts that are needed must	

be designed for household waste, green waste and recyclable material. The containers and plastic container components shall be made from an injection-molded process. The containers must be manufactured from high-density polyethylene (HDPE). The automated carts will be shipped to the City of San Bernardino. The price per unit should reflect any fuel or environmental surcharges. The VENDOR must be able to supply the following colors: • Black • Blue • Green	
2. <u>WALL THICKNESS</u> The containers shall have a nominal wall thickness of .170 inches throughout the body of the container. The container shall have a minimum wall thickness of .175 inches in the critical wear points (i.e. cart bottom, handle and lift mechanism). Wall thickness must be maintained on every container throughout the life of the container within a 5 percent tolerance. A \$25.00 penalty will be assessed to the vendor for every container that does not meet this specification.	
3. <u>INTERIOR CONSTRUCTION</u> The interior surface shall be smooth and free from crevices, recesses, projections and other obstructions where refuse could become trapped.	
4. <u>DIMENSIONS</u> The exterior dimensions of the completely assembled container shall be as follows: 95-gallon container	

Height maximum: 46 inches Width maximum: 29 inches Depth maximum: 34 inches	
5. <u>RESIN WEIGHT</u> The minimum unassembled resin weight for a 95-gallon container is 34.00 lbs. Manufacturer must state resin weight of containers and may be subject to liquidated damages if minimum resin weight is not maintained during the term of the contract.	
6. <u>CAPACITY</u> One (1) size cart is included in this bid specification with a ninety-five (95) gallon capacity. If size differs from the size stated, the vendor must specify the exact size being bid, otherwise the City assumes the sizes are as stated in this requirement. Volumes shall be certified in accordance with ANSI Z245.30-1994, Section 6.2.4.2.1., volumetric loading capacity. Ninety-five (95-gallon cart) - a 95-gallon capacity cart is defined as a vessel that will hold ninety-five gallons measured U.S. liquid gallons of fluid. The vendor may bid sizes plus or minus five (5) percent of the specified sizes.	
7. <u>ABRASION PROTECTION</u> The containers shall be designed with a drag rail on the bottom of the container. The container base shall be reinforced in the area that contacts the ground with a molded-in wear strip.	
8. <u>WHEELS AND AXLE</u> The wheels shall be a minimum of 10 inches in diameter. The axle shall be a minimum $\frac{3}{4}$ inch in diameter with yield strength of 54,000 psi and a tensile strength of 64,000 psi. The	

axle must be supported in four areas across the entire length of the axle allowing the axle assembly to absorb and distribute the impact of the container hitting the pavement over a larger area. The axle must be rust resistant, tempered and rolled solid steel.	
9. <u>ULTRAVIOLET INHIBITORS</u> The polymer (resin) used to manufacture the containers must be stabilized to maintain a minimum of 80 percent loss of elongation over 5 years. Test results from the vendor must be provided with the bid package that proves that the polymer meets minimum specifications.	
10. <u>LIDS</u> The container lids shall be manufactured in the same manner and from the same material as the container body and shall be of such a configuration that will not warp, bend, slump, or distort to such an extent that it no longer fits the container properly or becomes otherwise unserviceable. Lids shall conform to ANSI Z245.30 – 1994 Section 6.1.3.7. The container shall be stable and self-balancing when in the up-right position, when either loaded or empty, lid open or closed. The container must remain upright when the lid is thrown to open and the container is empty. Lids shall be watertight and promote vector control. The lids should effectively drain water off the lid and away from the container. As a minimum, single piece garbage and recycling lids must be watertight and prevent falling or blowing rain from entering. Preference will be given to lids that are watertight and vector tight and also prevent the emission of odors from the container when the lid is closed.	

Lids must have external handles or a design that allows the resident to open the lid without touching the interior of the lid. The lid handle must be a minimum of 20 inches across the top of the lid. Lid attachment method – Preference will be given to lids that are attached to the container without the use of a metal hinge, metal bar, PVC, plastic glued connections or any hidden bar.	
<u>11. HANDLES</u> Handle attachments must be an integrally molded part of the container body. Bolt on handle mounts are unacceptable. Metal or exposed PVC pipe used as a handle is unacceptable. Handles will provide comfortable gripping area for pulling or pushing the container. Pinch points are unacceptable. Handles shall conform to ANSI Z245.30 – 1994, Section 6.1.4.2 regarding handles.	
<u>12. EASE OF ASSEMBLY AND DISASSEMBLY</u> The vendor shall supply a cart assembly instruction sheet with their response. The instruction sheet should include a list of container parts, a list of tools needed for assembly and a step by step description of how to assemble the container. Preference will be given to carts that require the fewest number of people to assemble, that have the fewest number of assembly steps and have the least dependence on specialized tools for assembly/disassembly or repair.	
<u>13. CONTAINER LOAD CAPACITY</u> Containers are to be rated for and designed to contain a minimum of 250 pounds for a	

95-gallon container without distortion, damage, or reduction in maneuverability or any other function herein. The vendor must provide certification that their containers meet these requirements.	
14. <u>PRODUCT RECYCLABILITY</u> All plastic components will be recyclable into other polyethylene products. Bidders shall provide a statement of recyclability of the proposed containers and component parts. The vendor will be required to remove the warrantable and old containers from the City's facility and pay the City current market value of the commodity less transportation costs incurred. Documentation must be provided to the City for all transportation and commodity resale fees upon request.	
15. <u>IDENTIFICATION MARKINGS</u> The containers may include its company name, trademarks, etc. on each container. Such markings may be molded or hot stamped onto the container body in an inconspicuous place and manner and shall not be enhanced with contrasting colors. The following specific marking area required by the City of all containers. Specific marking on the container shall be as follows: City of San Bernardino Logo (City will provide logo) Logo shall be hot stamped onto the front section of the container. Warranty A copy of the actual warranty must accompany all bids. The City will require a minimum 100 percent unconditional ten-(10) year warranty on materials and workmanship for each container and all replacement parts. All containers shall be warranted against defects including, but not limited to the following: cracking, chipping, peeling and distortion. Failures at attachment points for	

lids, hinges, wheels, or other points of attachment. Weathering degradation, defective or insufficient material. Failure of any part of the container from repeated movement, or contact with abrasive surfaces, as is normal for the intended purpose. Failure of any plastic component in contact with common household substances other than those excluded by the bidder. Poor material workmanship on part of the manufacturer. Lowered ultraviolet resistance to aging in the process of normal operation use. Failure of lid to continuously overlap or otherwise maintain an interface with the container body when closed. Defective containers, which are repaired or replaced under the warranty provision shall be repaired or replaced as complete containers (i.e., with lids provided). However, if only lids should fail, then only lids need to be replaced. If the cart breaks, the entire cart including the lid, wheels, etc. must be warranted. When a cart is warranted the month and year must be stamped on the cart. The warranty for this cart starts from the date stamped on the cart for an additional ten-(10) years.	
16. <u>PRICING PER UNIT COST</u> Provide a pricing proposal that is a fixed fee per automated cart. Contract prices shall be adjusted based on the change in the cost of resin per pound only. No other price adjustments will be allowed to account for the increases in manufacturer's cost. The resin cost per pound will be evaluated by an independent index submitted by the manufacturer. Pricing will adjust up or down if resin prices increase or decrease in excess of five (5) percent during any given 30-day period. Price adjustments will be allowed only on the cost of resin relative to the weight of the	

container. Bidder is to state the weight of the resin in the body and lid only of each size container.	
17. <u>EXPERIENCE</u> The bidder must have at least (10) ten years of experience in the USA of continuous production/manufacturing of injection molded containers for use in automated and semi-automated collection systems. Cart "Model" being proposed must be in service for at least 3 (three) years. <u>STATE YEARS OF EXPERIENCE:</u> REFERENCES: Bidder must submit with its bid a reference list of municipalities currently using the bidder's products. The list must include at least ten (10) municipalities who currently have at least 60,000 carts in service. Include the name of the municipality, year of installation, contact person, phone number, and quantity for each reference. Failure to include these references will result in bid disqualification.	
18. <u>CONTRACT LENGTH</u> The length of this contract shall be for one (1) year with three (3) one-year extensions at the City's option.	
19. <u>LICENSES</u> The vendor represents that it has all licenses, permits, qualifications and approvals of whatever nature that are legally required to provide automated carts, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Contract.	

SECTION III.

**BID CONTENT
AND
FORMS**

III. BID CONTENT AND FORMS

A. BID FORMAT AND CONTENT

1. Presentation

Bids should not include any unnecessarily elaborate or promotional material. Information should be presented in the order in which it is requested. Lengthy narrative is discouraged, and presentations should be brief and concise. Bids shall contain the following:

- a. identification of Bidder, including name, address and telephone;
- b. proposed working relationship between Bidder and subcontractors, if applicable;
- c. acknowledgment of receipt of all RFQ addenda, if any;
- d. name, title, address and telephone number of contact person during period of bid evaluation;
- e. a statement to the effect that the bid shall remain valid for a period of not less than **90** days from the date of submittal; and
- f. signature of a person authorized to bind Bidder to the terms of the bid.

Bidder may also propose enhancement or procedural or technical innovations to the Technical Specifications which do not materially deviate from the objectives or required content of the project.

2. Exceptions/Deviations

State any exceptions to or deviations from the requirements of this RFQ, stating “technical” exceptions on the Technical Specifications form, and “contractual” exceptions on a separate sheet of paper. Where Bidder wishes to propose alternative approaches to meeting the City’s technical or contractual requirements, these should be thoroughly explained.

3. Qualifications, Related Experience and References of Bidder

This section of the bid should establish the ability of Bidder to satisfactorily perform the required work by reasons of experience in performing work of a similar nature; demonstrated competence in the services to be provided;

strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client reference. Bidder shall:

- a. provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; number of employees;
- b. describe the firm's experience in performing work of a similar nature to that solicited in this RFQ:
- c. provide, as a minimum, three (3) references from current customers of a similar size as the City as related experience; reference shall furnish the name, title, address and telephone number of the person(s) at the client organization who is most knowledgeable about the work performed.

4. Appendices

Information considered by Bidder to be pertinent to this RFQ and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Bidders are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials; appendices should be relevant and brief.

B. LICENSING AND CERTIFICATION REQUIREMENTS

By submitting a bid, bidder warrants that any and all licenses and/or certifications required by law, statute, code or ordinance in performing under the scope and specifications of this RFQ are currently held by bidder, and are valid and in full force and effect. Copies or legitimate proof of such licensure and/or certification shall be included in bidder's response. **Bids lacking copies and/or proof of said licenses and/or certifications may be deemed non-responsive and may be rejected.**

C. COST AND PRICE FORMS

Bidder shall complete the Price Form in its entirety including: 1) all items listed and total price; 2) all additional costs associated with performance of specifications; and 3) Bidder's identification information including a binding signature.

Bidder shall state cash discounts offered. Unless discount payment terms are offered, payment terms shall be "Net 30 Days". Payment due dates, including

discount period, will be computed from date of City acceptance of the required services or of a correct and complete invoice, whichever is later, to the date City's check is mailed. Any discounts taken will be taken on full amount of invoice, unless other charges are itemized and discount thereon is disallowed.

Freight terms shall be F.O.B. Destination, Full Freight Allowed, unless otherwise specified on price form.

PRICE FORM

REQUEST FOR QUOTES: RFQ F-09-17

DESCRIPTION OF RFQ: Automated Refuse Carts

COMPANY NAME

ADDRESS:

PRINT
NAME OF AUTHORIZED
REPRESENTATIVE

Provide pricing that is a fixed fee per automated cart. This must include any fuel, environmental or other surcharges (See item 16 of Technical Specification.)

<u>UNIT</u>	<u>FEE</u>
Per Cart	\$ <u></u>

ANNUAL PURCHASE ORDER

Effective on or about August 1, 2009 through June 30, 2010 plus three (3) single-year renewal options, at the City's discretion for City's requirements,

Option year one if exercised, shall be effective July 1, 2010 through June 23, 2011.

Option year two if exercised, shall be effective July 1, 2011 through June 23, 2012.

Option year three if exercised, shall be effective July 1, 2012 through June 23, 2013.

Actual option year pricing shall be negotiated with the successful Bidder(s) prior to exercising of any given option year. Option years shall become effective only upon issuance by the City of a duly authorized Purchase Order.

PRICE FORM (conti)

Are there any other additional or incidental costs, which will be required by your firm in order to meet the requirements of the Technical Specifications? Yes / No (circle one). If you answered "Yes", please provide detail of said additional costs:

Please indicate any elements of the Technical Specifications that cannot be met by your firm.

Have you included in your bid all informational items and forms as requested? Yes / No (circle one). If you answered "No", please explain:

This offer shall remain firm for 90 days from RFQ close date.

Terms and conditions as set forth in this RFQ apply to this bid.

Cash discount allowable %____ days; unless otherwise stated, payment terms are: Net thirty (30) days.

In signing this bid, Bidder warrants that all certifications and documents requested herein are attached and properly completed and signed.

From time to time, the City may issue one or more addenda to this RFQ. Below, please indicate all Addenda to this RFQ received by your firm, and the date said Addenda was/were received.

PRICE FORM (conti)

Verification of Addenda Received

Addenda No: _____	Received on: _____
Addenda No: _____	Received on: _____
Addenda No: _____	Received on: _____
Addenda No: _____	Received on: _____

AUTHORIZED SIGNATURE: _____

PRINT SIGNER'S NAME AND TITLE: _____

DATE SIGNED: _____

COMPANY NAME & ADDRESS: _____

WEB ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL: _____

IF SUBMITTING A "NO BID", PLEASE STATE REASON(S) BELOW:

SUBCONTRACTOR'S LIST

As required by California State Law, the General Contractor bidding will hereinafter state the subcontractor who will be the subcontractor on the job for each particular trade or subdivision of the work in an amount in excess of one-half of one percent of the General Contractor's total bid and will state the firm name and principal location of the mill, shop, or office of each. If a General Contractor fails to specify a subcontractor, or if he specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent, he agrees that he is fully qualified to perform that portion himself and that he shall perform that portion himself.

DIVISION OF WORK OR TRADE	NAME OF FIRM OR CONTRACTOR	LOCATION CITY

Print Name

Signature of Bidder

Company Name: _____

Address: _____

REJECTION OF BIDS

The undersigned agrees that the City of San Bernardino reserves the right to reject any or all bids, and reserves the right to waive informalities in a bid or bids not affected by law, if to do seems to best serve the public interest.

NON - COLLUSION AFFIDAVIT

TO: THE COMMON COUNCIL, CITY OF SAN BERNARDINO

In accordance with Title 23, United States Code, Section 112, the undersigned hereby states, under penalty of perjury:

That he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free competitive bidding in connection with **RFQ F-09-17**.

Business Name_____

Business Address_____

Signature of bidder X_____

Place of Residence

Subscribed and sworn before me this _____ day of _____, 20__.

Notary Public in and for the County of _____, State of California.

My commission expires _____, 20__.

SECTION IV.
GENERAL SPECIFICATIONS

IV. GENERAL SPECIFICATIONS

1. Each bid shall be in accordance with **Request for Quotes (RFQ) Number F-09-17**. All specifications are minimum. Bidders are expected to meet or exceed these specifications as written. Bidder shall attach to their bid a complete detailed itemization and explanation for each and every deviation or variation from the RFQ specifications and requirements. Conditional bids, or those that take exception to the RFQ specifications and requirements, may be considered non-responsive and may be rejected.
2. The City reserves the right to accept or reject any and all bids and to award a contract to the bidder whom best meets the City's requirements. This may include waiver of minor irregularities or discrepancies, or nonconformity to specifications in appropriate circumstances. Purchase shall be on a best buy basis after due consideration of all relevant factors, including but not limited to, workmanship, accessibility of parts and service, known evidence of manufacturer's responsibility and record, durability and known operational record of product and suitability as well as conformity to City needs and requirements. In all cases the best interest of the City shall prevail in all contract awards.
3. The City of San Bernardino reserves the right to purchase more or less than the quantities specified at unit prices bid.
4. Bids shall be firm offers, subject to acceptance or rejection within 90 days of the opening thereof.
5. Regular dealer. No bidder shall be acceptable who is not a reputable manufacturer or dealer of such items as submitted for bid consideration.
6. All materials, workmanship and finish entering into the construction of the equipment must be of the best of these respective kinds and must conform to the character of the equipment and the service for which it is intended to be used and shall be produced by use of the current manufacturing processes. "Seconds", factory rejects, and substandard goods are not acceptable.
7. Each bidder shall submit with their bid a copy of the proposed product specifications, complete detailed drawings, and other descriptive matter in sufficient detail to clearly describe the equipment, materials and parts offered.
8. Manufacturer and/or Contractor shall defend any and all suits and assume all liability for any and all claims made against the City of San Bernardino, or any of its officials or agents for the use of any patented process, device or article forming a part of equipment or any item furnished under the contract.
9. Each bidder must state in their bid the guaranteed delivery date of product and/or services in number of calendar days from the date of contract execution by the City of San Bernardino, time is of the essence relative to this contract. Contractor shall prosecute the work continuously and diligently and shall deliver the items at the earliest possible date following the award of the contract.
10. Each bidder shall list in their bid all factory, manufacturer's and/or dealer's warranty and/or guarantee coverage and shall submit such written documents evidencing the same attached to the bid.
11. Successful bidder(s) (Contractor) shall furnish and deliver to the City complete equipment as bid and awarded, ready for installation and fully equipped as detailed in these specifications.
12. Price shall be quoted F.O.B. San Bernardino (all transportation charges shall be fully prepaid), and shall include all discounts. Bid shall include California sales tax, where applicable, (**effective April 1, 2009**) computed at the rate of **9%**, (this will normally be shown as a separate line item on the price form).
13. City shall make payment within thirty (30) days after the complete delivery and acceptance of the specified items by the City of San Bernardino and receipt of the Contractor's priced invoice.
14. All "standard equipment" is included in any bid. Bidders furnishing bids under these specifications shall supply all items advertised as "standard" equipment even if such items are not stipulated in the specifications, unless otherwise clearly accepted in the bid.
15. The items which the bidder proposes to furnish the City must comply in all respects with the appropriate safety regulations of all regulatory commissions of the Federal Government and the State of California, whether such safety features and/or items have been specifically outlined in these specifications or not.
16. Contractor delivering equipment pursuant to these RFQ specifications shall guarantee that equipment meets specifications as set forth herein. If it is found that equipment delivered does not meet

- requirements of these specifications the Contractor shall be required to correct the same at their own expense.
17. By submitting a bid, each bidder agrees that in the event complete delivery is not made within the time or times set forth pursuant to this specification, damage will be sustained by the City, and that it is, and will be impractical and extremely difficult to, ascertain the actual damage which the City will sustain in the event of and by reason of such delay.
 18. In case the delivery of the items under this contract is delayed due to strikes, injunctions, government controls, or by reason of any cause or circumstance beyond the control of the Contractor, the time for delivery may be extended (in the City's sole discretion) by a number of days to be determined in each instance by mutual written agreement between the Contractor and the Purchasing Manager of the City of San Bernardino. The City shall not unreasonably refuse such extension.
 19. Contract. Each bid shall be submitted and received with the understanding that acceptance by the City of San Bernardino of bid in response to this solicitation shall constitute a contract between the Contractor and the City. This shall bind the Contractor to furnish and deliver at the prices bid and in complete accordance with all provisions of **RFQ No. F-09-17**. In most cases the basis of award will be the City's standard purchase order that may or may not incorporate this solicitation by reference.
 20. Prohibited interest. No member, officer, or employee of the City or of any agency of the City during his tenure or for one year thereafter shall have any interest, direct or indirect in this contract or the proceeds thereof. Furthermore, the parties hereto covenant and agree that to their knowledge no board member, officer or employee of the City has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the contracting party other than the City, and that if any such interest comes to the knowledge of either party at any time, a full and complete disclosure of all such information will be made in writing to the other party or parties, even if such interest would not be considered a conflict of interest under Article 4(commencing with Section 1090) or Article 4.6 (commencing with Section 1120) of Division 4 of Title I of the Government Code of the State of California.
 21. One Document. These specifications, the notice inviting bids, **RFQ F-09-17**, the Contractor's bid, any written agreement executed by the parties, the purchase order and all documents referred to in the complete specifications and purchase order, and all written modifications of said documents shall be construed together as one document. Anything called for in any one of said documents shall be deemed to be required equally as if called for in all. Anything necessary to complete the work properly shall be performed by the contractor, whether specifically set out in the contract or not. All sections of the specifications shall be read as constituting a whole and not as an aggregation of individual parts, and whatever is specified in one section shall be construed as applying to all sections.
 22. The City of San Bernardino reserves the right to accept or reject any and all bids.
 23. Prompt payment. Each bidder may stipulate in their bid a percentage prompt payment discount to be taken by the City in the event the City makes payment to the Contractor within ten (10) working days of receipt of material and approval of invoice. For the purpose of this provision, payment is deemed to be made on the date of mailing of the City check. **NOTE: prompt payment discounts will only be used during bid evaluation in the case of ties.**
 24. Inquiries. Direct all inquiries to Deborah R. Morrow at 909-384-5086. Technical questions may be sent via fax to 909-384-5043. The answers to material questions will be provided to all potential bidders.
 25. Bid/Price forms. No bid will be acceptable unless prices are submitted on the pricing forms furnished herein, and all required forms are completed and included with bid. Deliver all bids, SIGNED and SEALED, to the Purchasing Division, Finance Department at 300 North "D" Street, 4th Floor, City Hall, San Bernardino, California 92418. **CLEARLY MARK THE RFQ SPECIFICATION TITLE "Concrete Materials" AND NUMBER F-09-17 ON THE OUTSIDE OF THE ENVELOPE.**
 26. Time. All bids must be received in the Purchasing Division no later than **3:00 PM, PST, July 7, 2009**, where at such time and said place bids will be publicly opened, examined and declared. Any bid may be withdrawn by bidder prior to the above scheduled time for the opening of bids. Any bid received after that time and date specified shall **NOT** be considered.
 27. The City of San Bernardino reserves the right at its own discretion to award separate contracts for each category, or to award multiple contracts, or to award one contract for furnishing and delivering of all equipment and/or services in all categories.

28. Equipment. In the purchase of equipment, Contractor shall be required to furnish one (1) OPERATORS MANUAL and one (1) PARTS MANUAL for all equipment bid.
29. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid 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 (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 purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.
30. Contractor shall indemnify, defend and hold City, its officers, employees and agents harmless from any claim, demand, liability, suit, judgment or expense (including, without limitation, reasonable costs of defense) arising out of or related to Contractor's performance of this agreement, except that such duty to indemnify, defend and hold harmless shall not apply where injury to person or property is caused by City's willful misconduct or sole negligence. The costs, salary and expenses of the City Attorney and members of his office in enforcing this Agreement on behalf of the City shall be considered as "attorney's fees" for the purposes of this paragraph.
31. While not restricting or limiting the foregoing, during the term of this Agreement, Contractor shall maintain in effect policies of comprehensive public, general, and automobile liability insurance, in the amount of \$1,000,000 combined single limit, and statutory worker's compensation coverage, and shall file copies of said policies with the City's Risk Manager prior to undertaking any work under this Agreement. The policies shall name the City as an additional insured and shall provide for ten (10) day notification to the City if said policies are terminated or materially altered.
32. FAITHFUL PERFORMANCE BOND/BID BOND. **Not required.** ~~The Contractor will be required to furnish a cashier's check, certified check or faithful performance bond / bid bond made payable to the City of San Bernardino in an amount equal to 100% / 10% of the bid price to insure the contractor's faithful performance of this contract. Said surety shall be subject to the approval of the City of San Bernardino, bonds shall be in accordance with Ordinance No. 821, Section 2400, and the corporation issuing said bond shall have a rating in Best's most recent insurance guide of "A" or better.~~
33. Written contract documents, duly authorized and signed by the appropriate authority, constitute the complete and entire agreement(s) that may result from the RFQ.
34. City may, at its discretion, exercise option year renewals for up to three (3) years, in one-year increments.
35. By submitting a bid, bidder warrants that any and all licenses and/or certifications required by law, statute, code or ordinance in performing under the scope and specifications of this RFQ are currently held by bidder, and are valid and in full force and effect. Copies or legitimate proof of such licensure and/or certification shall be included in bidder's response. Bids lacking copies and/or proof of said licenses and/or certifications may be deemed non-responsive and may be rejected.
36. Once the award has been made and prior to the commencement of the job, the City's Municipal Code (M.C. 5.04.005) requires that a Business doing business with the City, obtain and maintain a valid City Business Registration Certificate during the term of the Agreement.
37. Vendor (Contractor)/ Consultant services agreement(s) (VSA/CSA). A signed vendor/Consultant service agreement may be required between both parties prior to commencement of the job.