



SMUD

SACRAMENTO MUNICIPAL UTILITY DISTRICT
The Power To Do More.SM

P.O. Box 15830, Sacramento, CA 95852-1830; 1-888-742-SMUD (7683)

Prepared By

SUPPLY CHAIN SERVICES

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REQUEST FOR BID, INSTRUCTIONS TO BIDDERS,
BID FORMS, CONTRACT FORMS, AND
SCOPE OF SERVICES

REQUEST FOR BID NO. 090151.SD
Data Center Cleaning

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Bids are due at **2:00 P.M.**, Local Time, **Thursday, May 14, 2009**, in the Supply Chain Services Office at 6201 S Street, Sacramento, California

BID NO. 090151.SD**Data Center Cleaning****TABLE OF CONTENTS**

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1. BID REQUEST

NO. 090151.SD

The Sacramento Municipal Utility District, hereinafter referred to as the District, is soliciting Bids for **Data Center Cleaning**.

This Bid Request provides instructions to contractors for submitting Bids and establishes terms and conditions under which the District will contract for such services.

Bids responding to this Bid Request will be due at **2:00 P.M.**, Local Time, **Thursday, May 14, 2009** in the Supply Chain Services Office at the District at 6201 S Street, Sacramento, California.

All Bids must strictly conform to the requirements described in this Bid Request.

BIDDERS SHALL PAY PARTICULAR ATTENTION TO THE FOLLOWING REQUIREMENTS:

ENVIRONMENTAL PROCUREMENT:

The District has adopted an Environmental Protection Policy in which it commits to environmental stewardship, the conservation of natural resources, reductions in the use of hazardous substances, reductions in mobile sources of NOx emissions, and recycling and responsible disposal. The District will promote environmental procurement practices that will minimize environmental impacts, conserve natural resources, and reward environmentally conscious manufacturers and contractors, while remaining fiscally responsive. To further its policy the District will favor environmentally preferable procurements when price, quality and availability are equal. To this end, the District will endeavor to reward environmentally conscious manufacturers, suppliers and contractors with contracting opportunities that address these policy goals in addition to providing the District and its customer-owners fiscally responsible procurement options.

SUPPLIER EDUCATION & ECONOMIC DEVELOPMENT (SEED) PROGRAM:

The District is committed to achieving full and equal contracting opportunities for ratepayers doing business with the District and has adopted the program described in this solicitation to help fulfill that commitment.

SAFETY PROGRAM REQUIREMENT:

The personal safety and health of the general public, District employees, and Contractor employees is of paramount importance. Included within this specification are safety instructions that have been prepared to aid a Contractor or Contractor's employees to comply with the safety requirements and regulations which are necessary to avoid personal injury to the general public, District employees, and Contractor employees and to prevent damage to District buildings, equipment or materials while performing this contract.

SACRAMENTO MUNICIPAL UTILITY DISTRICT

By: /s/ Sandra Dragon

Name: Sandra Dragon

Title: Procurement Professional

Date: April 29, 2009

2. SCOPE OF SERVICES

2.1. GENERAL

The Bidder shall provide all labor, material, and equipment required to perform the Service described as: **Data Center Cleaning**

The District is seeking a qualified contractor to clean the District's Data Centers as requested by the General Services Department / Facilities Management Office. The Contractor would be expected to clean each Data Center a minimum of once each year and each cabinet once per year. The resulting contract is expected to run from approximately June 1, 2009 through May 31, 2010. With satisfactory performance in the first year, the District may exercise the option of extending the contract a maximum of two (2) additional one-year periods.

Cleaning of the Data Centers:

1. Must be experienced in cleaning data centers (minimum 3 years experience with local references which includes bay area)
2. Data Centers shall be cleaned one (1) time per year unless otherwise stated (see Bid Schedule for number of cleanings required)
3. The smoke detectors must be bagged and the Halon system taken off-line before the work can be done (this is to be done by SMUD employees)
4. Work shall be performed during the following time frames: Saturday and Sunday, 6 AM to 6 PM. Cleaning crews will be accompanied by the District's designated BT staff during the cleanings.
5. Must lift up each floor tile
6. Vacuum plenum space and wipe it down
7. Clean edges of floor support system
8. Scrub tiles
9. Vacuum down server cabinets, faceplates, intakes, etc.
10. Vacuum equipment on server cabinets and racks
11. Clean ceiling and around diffusers
12. Move equipment i.e., trash cans, carts, etc. to perform cleaning.

Requirements:

1. All contract personnel should wear company provided uniforms and a visible photo ID
2. High quality HEPA and ULPA filtered vacuums should be used to permanently remove contamination
3. Services should be guaranteed to suit the District's satisfaction
4. The Contractor's supervisor shall coordinate cleaning schedules and times with Business Technology (BT) Operations staff prior to performing cleaning services and with sufficient lead time to meet BT Operations Change Management requirements.

5. The Contractor's cleaning crew must get authorization from SMUD staff that the fire suppression system has been disarmed before they can start the cleaning job.
6. The Contractor supervisor shall insure that its employees follow all the State safety rules and regulations, use reasonable care and caution in performing duties, and wear appropriate protective goggles, masks and clothes.
7. All Contractor personnel must be fully conversant with machinery used in site preparation applications, equipment and material they will use during cleaning, as well as being knowledgeable with plenum floor design, fire suppression systems, and electronic circuitry computing equipment.
8. All Contractor personnel shall have completed a training program which establishes the skill sets required for cleaning a Data Center. The Contractor team assigned to fulfill this contract must have a minimum of three (3) years experience in a raised floor computer room environment.

Scope of work:

1. The surface of the raised floor should be HEPA vacuumed to remove loose particulate prior to lifting of floor tiles
2. In addressing temperature, safety and structural integrity concerns, only a limited number of floor tiles should be lifted at one time. Hardware devices should not be shifted or moved to gain access to floor tiles and replaced to the location where they were lifted. Only accessible floor tiles should be lifted
3. The sub floor plenum should be thoroughly HEPA vacuumed to remove dust and debris
4. Floor stringers, pedestal heads and conduit should be HEPA vacuumed and wiped clean
5. All tiles should be cleaned and replaced to the location where they were lifted
6. Special attention should be directed to cables, wiring, sensors and detectors to assure there is no interruption in service to the facility
7. Upon request by the District, the Contractor shall provide a report detailing the condition of the under floor
8. Safely accessible area of the sub floor should be wiped clean to remove particulate that vacuuming alone will not remove
9. All floor surfaces including accessible areas beneath hardware devices should be HEPA vacuumed to remove loose particulate
10. An anti-static cleaning agent (should provide MSDS ahead of time for safety review) should be carefully damp mopped into floor surfaces. Low lint mop heads should be used for all damp mopping processes. Make sure that too much liquid is not introduced to the floor surfaces
11. All accessible floor surfaces should be lightly damp mopped to remove imbedded contaminants and scuff marks from both raised floor and non-raised floor surfaces
12. Exterior casings of computer hardware devices, equipment cabinets and support equipment should be carefully cleaned (do not include keyboards)
13. All casings should be HEPA vacuumed and/or cleaned using static dissipating cleaning

agents (provide MSDS)

14. Where applicable, an anti-static preservative should be applied to selected pieces of computer equipment.
15. Contaminants should be removed from the environment including tables, cabinetry, ledges, wall mounted hardware, windows and windowsills, etc.
16. All accessible area of rack mounted equipment, inside of equipment cabinets and/or in open two-post racks should be carefully cleaned (excluding areas in close proximity to buttons, switches or cable ends)

2.2. CONTROL OF THE WORK

The Contractor shall report to and receive work assignment from the District Contract Manager. Contractor shall only begin work after receiving from the Contract Manager a verbal or written task authorization or work assignment.

3. INSTRUCTIONS TO BIDDERS

3.1. TIME AND MANNER OF SUBMISSION

Bids shall be submitted to and received by the District's Supply Chain Services office no later than **2:00 P.M.**, Local Time, **Thursday, May 14, 2009**

Bids must be enclosed in a sealed envelope and addressed as follows:

By Mail:

Sacramento Municipal Utility District
Supply Chain Services Office:
Attention: Sandy Dragon (MS B204)
Bid Request No. **090151.SD**
PO Box 15830
Sacramento, CA 95852-1830

By Overnight/Hand Delivery:

Sacramento Municipal Utility District
Supply Chain Services Office
Attention: Sandy Dragon (MS B204)
Bid Request No. **090151.SD**
6201 S Street
Sacramento, CA 95817-1899

Bids must be submitted on the Bid Schedule and other forms furnished by the District and must be enclosed in a sealed envelope distinctly marked "BID"

The Bid-mailing envelope must be clearly marked as a Bid responding to District Bid Request No. **090151.SD**; **ATTENTION: Sandy Dragon**. The envelope shall also show the Contractor's name and address.

Each Bid shall give the full business address of the Bidder and shall be signed by an authorized official of the company. The name of each person signing the Bid shall be typed or printed below the signature. When requested by the District, satisfactory evidence of the authority of the person signing on behalf of the Bidder shall be furnished.

Bids shall cover the entire scope of the Bid Requests, shall be printed one-sided 8-1/2 X 11" size and easily removable from any binding -- E.G. no glued or spiral binding.

Erasures or other changes in the bid should be explained or noted over the signature of the Bidder. Failure to do so may be cause for rejection of the bid at the District's option.

All Bids submitted become the property of the District.

3.2. EXPLANATIONS TO BIDDERS

Should the Bidder find discrepancies in or omissions from this document, or should the intent or meaning appear to the Bidder to be obscure or ambiguous, the Bidder should immediately send the District a written request for interpretation, clarification or correction thereof before submitting a Bid. The Bidder making such a request will be solely responsible for the timely receipt of the written request by the District. Replies to such inquiries will be made only in the form of addenda to this Bid Request, and will be issued simultaneously to all business firms or persons who have obtained a copy of the Bid Request from the District. Verbal requests for information during the period of Bid preparation are acceptable if made sufficiently in advance of the Bid opening date to allow issuance of an addendum to the Bid Request. Direct all communications regarding questions on this Bid Request prior to the due date to the following, as appropriate:

Contact	CONTRACTUAL	TECHNICAL	SUPPLIER DIVERSITY
Contact Name	Sandy Dragon	Dave Geiszler	Frank Martinez
Phone number	(916) 732-5655	(916) 732-5224	(916) 732-5604
FAX number	(916) 732-5601		(916) 732-5601

All questions regarding this Bid Request are to be e-mailed to Sandy Dragon, Procurement Professional sdragon@smud.org.

The District will not be bound by any oral interpretation of the Bid Request, which may be made by any of its representatives or employees, unless such interpretations are subsequently issued in the form of an addendum to this Bid Request.

3.3. WITHDRAWAL OR MODIFICATION OF BIDS

Bids may be modified or withdrawn only by a written or telecopy request received by the District prior to the Bid Request due date.

3.4. REVISIONS AND SUPPLEMENTS

- 3.4.1 Addenda: If it becomes necessary to revise or supplement any part of this Invitation for Bids an addendum will be provided.
- 3.4.2 Acknowledgment of Addenda: Receipt of an addendum to this Bid by a Bidder must be acknowledged by signing and submitting the addendum signature sheet as part of the Bidder's Bid.

3.5. SITE INSPECTION AND CONDITIONS

In addition to examination of this Bid Request, each Bidder shall make whatever other arrangements are necessary to become fully informed regarding all existing and expected conditions and matters which, during the contract time period, could affect in any way, the work, performance of work, or the cost thereof. Any failure to fully investigate the work site or the foregoing conditions shall not relieve the Bidder from responsibilities for properly estimating the difficulty or cost of successfully performing the work. The District assumes no responsibility for any representation made by its representatives or agents, during or prior to the execution of a contract pursuant to this Bid Request, unless such information is in writing in the form of an addendum to this Bid Request.

3.6. AWARD OF CONTRACT[S]

Bids received prior to the time of opening will be securely kept unopened. At the time fixed for the opening of bids, their contents will be made public for the information of Bidders and others properly interested.

The District reserves the right to reject any and all bids and to waive any irregularity in bids received when such waiver is in the interest of the District. In case of error in the extension of prices, the unit price will govern.

Any bids which, in the opinion of the District, are so unbalanced between the various contract items as to be detrimental to the interest of the District, may be rejected.

The contract[s] will be awarded as soon as practicable to the lowest responsive, responsible Bidder, price and other factors considered, provided his bid is reasonable and it is to the interest of the District to accept it.

The District will not furnish Bidders a written Notice of Proposed Contract Award if the award will be to the apparent low bidder announced at the Bid Opening. If the apparent low Bidder's bid is subsequently determined to be non-responsive, the District will furnish that Bidder a written notice describing the grounds for declaring the bid non-responsive. In the event a Bidder elects to protest the District's decision, the protest must be submitted in writing to the District's Manager, Supply Chain within five (5) business days of the bid opening date or in the case of the non-responsive Bidder, five (5) business days from the date of notification that the bid was declared non-responsive. The District's Contract Award and Protest Policy is available upon written request to the Supply Chain Services Department.

The contract document will be mailed to the Contractor(s) for execution after award of the Contract. The Contractor[s] shall have 15 calendar days from the date mailed to execute and return the documents to the District. These documents include: the Contract, all insurance certificates, bonds (if applicable), California Franchise Tax Form 590, and other documents required by the specifications. If the Contractor fails to submit the contract documents within 15 calendar days, the District may revoke its contract offer and execute a contract with another Bidder. In this event, Contractor shall forfeit its Bid Bond and any of those funds will be used to pay the difference in cost, to the District, to contract with another firm.

3.7. NON EXCLUSIVE AGREEMENT

This Bid Request does NOT establish an exclusive arrangement between the District and the Bidder. The District reserves, among others, the following rights:

- The right to use others to perform work and services described in this Bid Request.
- The right to request Bids from other contractors for work described in the Bid Request without requesting a Bid from the Contractor.
- The unrestricted right to bid any work or services described herein.

3.8. DURATION OF CONTRACT

This contract shall be for approximately a one year period, subject to approval by the District's Board of Directors of the corresponding annual budget, unless otherwise mutually agreed upon in writing.

QUALIFICATIONS OF BIDDERS

The District expressly reserves the right to reject any Bid if it determines that the business and technical organization, equipment, financial and other resources, or experience of the Bidder, compared to the work proposed justifies such rejection.

3.10. BID PREPARATION COSTS

The costs of developing Bids are entirely the responsibility of the Bidder and shall not be charged in any manner to the District.

3.11. ALTERNATE BIDS

Bids shall meet the requirements and conform to the format described in the Bid Requirements section of this Bid Request.

3.12. CONFLICTS

If conflicts exist between the contract and the other elements of this Bid Request, the contract prevails. If conflict exists within the contract itself, the Terms and Conditions govern, followed by Scope of Services. If conflict exists between the contract and applicable Federal or State law, rule, regulation, order, or code; the law, rule, regulation, order or code shall control. Varying levels of control between the Terms and Conditions, drawings and documents, laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement(s) shall control.

3.13. BID SCHEDULE

The Bidder shall be reimbursed as for work performed under the contract in accordance with the items described in the [Bid Schedule](#) section of this Bid Request.

3.14. TERMS OF PAYMENT

- 3.14.1 Payment shall be made in accordance with terms specified in Manner and Time of Payment of the Contract included in the Contract section of this Bid Request. In no event will payment be made until acceptance of the work performed.
- 3.14.2 Firm bids only will be accepted. Escalation will not be allowed.
- 3.14.3 Except as may be otherwise provided in this Bid Request, the bid price must include all United States taxes and duties in effect and applicable to the Contract. Sacramento Municipal Utility District, a political subdivision of the State of California, is exempt from any Federal Manufacturer's Excise Tax under the provisions of Section 4221(a)(4) of the Internal Revenue Code. Exemption certificate furnished upon request.
- 3.14.4 Alternate Terms: Bidders may also offer payment terms differing from those stated above. Such payment terms shall be clearly explained in the Bidder's transmittal letter of his Bid and show the reduction in cost or price that will be allowed for such alternate payment provisions. The District will consider alternate payment terms in its award of the bid only from the Bidder offering the lowest evaluated base bid.

3.15. SUBCONTRACTORS

The Bidders must describe in their Bids the areas that they anticipate subcontracting to specialty firms. Identify the firms and describe how Bidder will manage these subcontracts. The firms shall be listed on the [Designation of Prime, Subcontractors, and Suppliers form](#), which is included in the Bid forms section of this Bid Request.

3.16. FRANCHISE TAX FORM 590

The Bidder to whom the contract award is made shall furnish the District with a completed State of California Franchise Tax Form 590. A blank Form 590 will be provided with the contract documents.

3.17. NOTICE RELATED TO PROPRIETARY/CONFIDENTIAL DATA

Bidders are advised that the California Public Records Act (the “Act”, Government Code §§ 6250 et seq.) provides that any person may inspect or be provided a copy of any identifiable public record or document that is not exempted from disclosure by the express provisions of the Act. Each Bidder shall clearly identify any information within its submission that it intends to ask the District to withhold as exempt under the Act. Any information contained in a Bidder’s submission which the Bidder believes qualifies for exemption from public disclosure as “proprietary” or “confidential” must be identified as such at the time of first submission of the Bidder’s response to this BID. A failure to identify information contained in a Bidder’s submission to this BID as “proprietary” or “confidential” shall constitute a waiver of Bidder’s right to object to the release of such information upon request under the Act. The District favors full and open disclosure of all such records. The District will not expend public funds defending claims for access to, inspection of, or to be provided copies of any such records. Along with each Bidder’s response to this BID, each Bidder is required to submit a signed indemnity agreement, included with its response to this BID, whereby Bidder shall agree to indemnify and defend the District on terms stated therein against all claims or actions brought against it to seek access to or compel disclosure of any records or documents in the District’s possession which were submitted to the District by any Bidder pursuant to this BID. The [Public Record Indemnity Agreement](#) each Bidder will be required to sign and submit along with its response to this BID is included in the “Bid Requirements” section of this BID.

3.18. CONTRACT

The District’s standard contract is included in the Sample Contract section of this Bid Request. The District may reject Bids that contain exceptions to the Terms and Conditions included in the sample contract.

3.19. SUPPLIER EDUCATION & ECONOMIC DEVELOPMENT (SEED) PROGRAM

3.19.1 POLICY STATEMENT

The Sacramento Municipal Utility District (the District) is committed to achieving full and equal contracting opportunity for ratepayers doing business with the District. The District recognizes the economic benefit provided by its contracting activity and has adopted this policy to promote the economic development of its ratepayer businesses. This program will provide direct

economic benefit to the District's customer-owners, and will complement other District economic development programs.

3.19.2 REQUIREMENTS AND PROGRAM ELEMENTS

A description of the District's Supplier Education & Economic Development Program is included in this Bid Request. Bidder s must comply with all the requirements specified in the program description and complete the form titled, ["Designation of Prime Contractor, Subcontractors and Suppliers"](#).

3.20. ENVIRONMENTAL PROCUREMENT

The District has adopted an Environmental Protection Policy in which it commits to environmental stewardship, the conservation of natural resources, reductions in the use of hazardous substances, reductions in mobile sources of NOx emissions, and recycling and responsible disposal. The District will promote environmental procurement practices that will minimize environmental impacts, conserve natural resources, and reward environmentally conscious manufacturers and contractors, while remaining fiscally responsive. To further its policy the District will favor environmentally preferable procurements when price, quality and availability are equal. To this end, the District will endeavor to reward environmentally conscious manufacturers, suppliers and contractors with contracting opportunities that address these policy goals in addition to providing the District and its customer-owners fiscally responsible procurement options.

3.21. SAFETY PROGRAM

All Bidder s shall execute and submit with their Bid the form titled, ["Safety Compliance Certificate"](#). Submittal of this completed form will certify that the Bidder has:

- 3.21.1 An effective Injury and Illness Prevention Program, which meets the requirements of all applicable laws and regulations, including but not limited to, California Labor Code Section 6401.7;
- 3.21.2 Bidder agrees that it is fully responsible for the acts and omissions of its subcontractors and all persons either directly or indirectly employed by Bidder.

Such certification shall be made by the person with the authority and responsibility for implementing and administering Bidder's Injury and Illness Prevention Program.

3.22. EXCEPTIONS

- 3.22.1 Base bids must be for the exact conditions set forth in this Bid Request. If the Bidder's services differ in any way, the Bidder must itemize the differences in the bid under a separate heading in the [Qualifications Data](#), entitled "EXCEPTIONS TO SPECIFICATIONS" (including commercial conditions). The District reserves the right to rule on the significance of such exceptions relative to their overall impact on the required specifications and commercial conditions and further reserves the right to accept or reject such exceptions in consideration for award.

3.22.2 Bids may not limit warranty liabilities. Bids which include exceptions, additions and/or comments to the Terms and Conditions contained in the Contract will be considered if it is deemed in the best interest of the District to accept such exceptions, additions and/or comments.

4. SUPPLIER EDUCATION & ECONOMIC DEVELOPMENT (SEED) PROGRAM

4.1. INTRODUCTION

The Sacramento Municipal Utility District (the District) is committed to achieving full and equal contracting opportunity for ratepayers doing business with the District. The District recognizes the economic benefit provided by its contracting activity and has adopted this policy to promote the economic development of its ratepayer businesses. This program will provide direct economic benefit to the District's customer-owners, and will complement other District economic development programs.

4.2. OVERVIEW

The District's SEED Program creates contracting opportunities for local small businesses. To qualify, a business must be certified as a Small Business or Microbusiness by the state Department of General Services (DGS) and must be a SMUD ratepayer for the past six months at the DGS certification address of record. Additional features are described below.

4.3. PROGRAM GOALS AND INCENTIVES

The District promotes a goal of 20% SEED participation in District contracts. To achieve this, the District has established the following program incentives:

- 4.3.1 SEED Price Advantage- SEED qualified bidders will receive a price advantage which is 5% of the lowest responsible bid as determined by the District. This amount will be subtracted from all SEED qualified bids for evaluation purposes. The maximum SEED price advantage is \$250,000, which is 5% of a bid of \$5 Million.
- 4.3.2 BID SEED Evaluation Points-(if applicable) Bid Request (BID) solicitations are evaluated using published criteria and are evaluated on a 100 point scale. Ten evaluation points are awarded to SEED qualified prime Bidders. Non- SEED prime Bidders may earn up to 10 evaluation points for proposing 20% or more SEED subcontracting. Bids with less than 20% SEED subcontracting will be awarded a pro-rata share of these points for the percentage of proposed SEED subcontracting.
- 4.3.3 SEED Subcontracting- Non- SEED bidders may participate in the SEED program by subcontracting with SEED vendors. The District currently promotes a goal of 20% SEED subcontracting.
- 4.3.4 Non- SEED bidders proposing less than 20% SEED subcontracting will receive a price advantage of 5% of the total value of all its SEED subcontracting bids. This advantage is capped at \$250,000 but will not exceed the calculated price advantage available to SEED primes if it is less.
- 4.3.5 Non-SEED bidders proposing 20% SEED subcontracting or more will receive the full calculated price advantage available to SEED prime bidders.

- 4.3.6 To receive SEED subcontracting credit, non-SEED bidders and Bidders must submit the District's "Designation of Prime, Subcontractors and Suppliers Form" (see forms in Section 3) and must list the SEED subcontractors they propose to utilize. In addition, prime bidders and Bidders are responsible for completing a SEED Program Qualification form for each SEED-qualified vendor listed.
- 4.3.7 "Subcontractor" refers to firms named in a Bid and listed on the "Designation of Prime, Subcontractors and Suppliers Form", who will perform specific tasks of the contracted work. For District construction contracts the definition of Subcontractor as prescribed by the Public Contract Code shall apply. For all other District contracts, a Subcontractor is defined as an individual or firm providing supplies or services to the Bidder, which are specific to a District solicitation, and provided under a separate contract agreement with the Bidder and having no employment relationship with the Bidder. As such, payments made by the Bidder to subcontractor individuals must not be subject to payroll withholding taxes. SEED subcontractors must fulfill a commercially useful function. Business arrangements where SEED subcontractors do not add substantial, identifiable value to the deliverable product or service are not acceptable.
- 4.3.8 In consideration of the price and evaluation points provided for SEED subcontracting, the Bidder, upon contract award, will be legally obligated to subcontract with all firms listed on the "Designation of Prime, Subcontractors and Suppliers" form in the Bid. The District, at its option, will monitor the utilization of subcontractors as declared by the prime contractor in its Bid.
- 4.3.9 Substitution of any subcontractor requires prior written approval from the District. If the winning bidder or Bidder received SEED subcontractor price advantage(s) or evaluation points, the District, at its option, may require the Bidder to replace the rejected SEED subcontractor with another qualified SEED subcontractor.

4.4. SEED PROGRAM QUALIFICATION

- 4.4.1 Vendors must meet both of the following qualifications to participate in the SEED Program:
- 4.4.2 Certification- the California Department of General Services (DGS), Office of Small Business and DVBE certification must certify the vendor as a Small Business or Microbusiness. This is the only certification accepted by the District. Vendors must be certified by the bid-opening date (IFBs) or Bid due date (BIDs) as applicable, to qualify for the SEED Program.
- 4.4.3 Ratepayer Qualification- the vendor must qualify as a SMUD ratepayer for the preceding 6 months prior to the bid or Bid due date. This will be based on the physical address of the business as recorded by the Department of General Services in its Small Business certification record. As a general rule this will be the address shown on the DGS Small Business certificate. The District will make a qualification determination where the address shown on the Small Business certificate is a post office box, other mail receiving only address or a leased facility where utilities are included in the lease agreement.

4.5. CONTRACT COMPLIANCE

The District may conduct post-award monitoring of any contract, which includes SEED participation. Contractors are required to maintain certified payroll reports by the contractor and all subcontractors, regardless of contract amount. The District may require the contractor to provide other related documentation to verify SEED participation equal to or greater than the participation levels stated at the time of award.

4.6. FALSIFICATION OF INFORMATION

Falsification of information on the forms required by this solicitation may cause the District to cancel any existing contracts with the Bidder /vendor and may disqualify the vendor from contracting with the District in the future.

A firm claiming SEED/ratepayer status under false pretenses will be disqualified from doing business with the District for a period of not less than one year and not more than five years unless the District's General Manager determines that the offending firm should be permanently barred from bidding on a District contract. False pretenses include designating SEED subcontractors for scopes of work that they will not fully perform, using SEED firms as a "pass-through" to inflate actual participation, or any other action that subverts the District's intended benefits to SEED participation. The District may seek all legal remedies available under the law against such Bidder s.

4.7. ADDITIONAL INFORMATION

The District's Supplier Diversity Unit is responsible for the administration of the SEED Program. The Supplier Diversity Unit is available during regular District business hours, to provide all SEED Program participants with additional information resources to encourage participation in the SEED Program. The Supplier Diversity Unit can be contacted by telephone at (916) 732-5604. In addition, the District publishes current procurement opportunities and program information on its Internet website at www.bids.SMUD.org.

5. BID DOCUMENTS

5.1. BID AGREEMENT NO. 090151.SD

In compliance with Bid Request No. **090151.SD**, **Data Center Cleaning**, the undersigned hereby proposes and agrees to provide the services described, at the rates and dollar limits defined in the Bid Schedule attached hereto.

It is understood that this Bid constitutes a firm offer that cannot be withdrawn for ninety (90) calendar days after the submission date for the Bids.

The undersigned certifies that he/she has examined and is familiar with the content of this Bid Request; also that he/she has checked all the figures shown in the proposed Rate Schedule and other attachments hereto and understands that the Sacramento Municipal Utility District will not be responsible for any errors or omissions on Contractor's part in preparing this Bid.

The undersigned further agrees, if awarded the contract, that he/she will commence the work within the time set forth and will perform the work in accordance with the contract documents attached to this Bid Request.

Attached hereto and made a part thereof by this reference are Bid forms pages 5-2 through 5-8, Qualification Data if applicable and the Bid Schedule.

BIDDER:

Company:		
Street Address:		
City:	State:	Zip:
Signed:		
Print Name:		
Title:		
Telephone:	Fax:	
Email:	Date:	

5.2. SAFETY COMPLIANCE CERTIFICATE

I, _____ the undersigned,

(Print Company Representative Name)

of

(Print Company Representative Title)

hereby certify the

(Print Company Name)

information contained herein and that undersigned is duly authorized to certify that:

- A. Contractor has an effective Injury and Illness Prevention Program which meets the requirements of all applicable laws and regulations, including, but not limited to, California Labor Code Section 6401.7. (This section does not apply if Contractor does not perform any work under this agreement within the State of California.) and

<http://www.logininfo.ca.gov/cgi-bin/displaycode?section=lab&group=06001-07000&file=6400-6413.5>

- B. Within the last three years, has your company ever been cited for a violation of any Federal, state, regional or local OSHA or environmental laws, rules, regulations or ordinances?

☐ NO ☐ YES (If yes, attach details)

- C. Contractor agrees that it is fully responsible for the acts and omissions of its subcontractors and all persons either directly or indirectly employed by Contractor.

- D. The above-named person has the authority and responsibility for implementing and administering Contractor's Injury and Illness Prevention Program.

IN WITNESS WHEREOF, the undersigned has executed this Safety Compliance Certificate under the penalty of perjury of the laws of the State of California on:

Signed:
Print Name:
Date:

5.3. NONCOLLUSION STATEMENT**TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

I, _____ am the

(Print Company Representative Name)

_____ of

(Print Company Representative Title)

_____ the party making the

(Print Company Name)

foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signed:
Print Name:
Title:

5.4. PUBLIC RECORD INDEMNITY AGREEMENT

(“Bidder ”) shall indemnify, defend and hold SMUD,

(Print Company Name)

its directors, officers, agents, and employees (collectively, “Indemnitees”) harmless against all claims or causes of action brought against Indemnitees seeking to cause the release or disclosure of Bidder ’s Bid and related materials submitted to Indemnitees in response to SMUD Bid Request No. **090151.SD, Data Center Cleaning**.

In the event Bidder fails or refuses to indemnify or defend Indemnitees upon a timely request as provided hereunder, Bidder shall unconditionally waive all claims against, completely release and forever discharge Indemnitees from any and all claims, damage, loss, expense and liability Bidder may incur arising from or in any way connected to Indemnitees release of Bidder’s Bid and materials related thereto.

It is agreed that in the event of any litigation arising hereunder, the Bidder at the request of the District shall submit to the jurisdiction of any court of competent jurisdiction within the State of California and will comply with all requirements necessary to give such Court jurisdiction, and that all matters arising hereunder shall be determined in accordance with the law and practice of such court. It is further agreed that service of process in any such litigation may be made in the manner provided for in Section 415.40 of the California Code of Civil Procedure or in any other manner provided for in said code for service upon a person outside the State of California.

ACCEPTED FOR BIDDER

Company:
Signed:
Print Name:

5.5. PROMPT PAYMENT PROGRAM

The District has a prompt payment program for small businesses which are certified by the State Department of General Services.

Under the program, the District will guarantee payment of invoices within 20 calendar days from the date of inspection and acceptance by the District or the date correct invoices are received, whichever is later.

If the District fails to meet the 20 calendar days payment guarantee, the small business will be paid interest on the unpaid invoice at prime plus 2% APR. Late interest payments, if applicable, will be made without an additional invoice from the small business.

To participate in this program, please indicate “prompt payment” below and provide evidence of certification with your bid.

Bidder is eligible for, and is requesting, a prompt payment program:

☐ YES ☐ NO

BIDDER :

Company:
Signed:
Print Name:

5.6. MINORITY/WOMEN BUSINESS ENTERPRISE DECLARATION**(To be completed by all Minority or Woman Business Enterprise contractors, suppliers, and subcontractors)**

(Print Company Name)

I hereby certify that the above named firm is a Minority/Women Business Enterprise **and have attached a copy of the firm's certification from:**

- ☐ California Department of Transportation
- ☐ Public Utilities Commission Clearinghouse
- ☐ Other (must meet Federal standards in 49CFR26)

Check the box that indicates the applicable Gender and Minority Code status of your firm from the list below:

<u>Check</u>	<u>Code</u>	<u>Description</u>	<u>Check</u>	<u>Code</u>	<u>Description</u>
☐	101	Black Male	☐	201	Black Female
☐	102	Asian Male	☐	202	Asian Female
☐	104	Hispanic Male	☐	204	Hispanic Female
☐	105	Caucasian Male	☐	205	Caucasian Female
☐	107	Native American Male	☐	207	Native American Female
☐	300	None of the above			

I hereby swear that I am duly authorized to legally act on behalf of the above named company.

Signed:
Print Name:
Date:

5.7. SEED PROGRAM SMALL BUSINESS DECLARATION

(To be completed by all Certified Small Businesses or Microbusinesses applying for the SEED Program)

To qualify for the SEED Program, a firm must be certified as a Small Business or Microbusiness by the California Department of General Services. In addition, the firm must qualify as a SMUD ratepayer for the preceding six months by receiving SMUD electric service at the physical address listed by the Department of General Services. If your firm or one of your proposed subcontractors qualifies under these criteria, please complete this form to receive SEED Program consideration. SMUD will validate all submitted information and determine the proposing firm's SEED Program qualification.

(Print Company Name)

I hereby certify that this firm qualifies for the SEED Program as defined above. This firm has been certified as a Small Business or Microbusiness by the California Department of General Services **and I have attached a current copy of the firm's certification.**

If your firm is not certified by DGS and you would like to become certified for future contracting opportunities please refer to <http://www.smud.org/suppliers/supplier/seed.html> or contact SMUD Supplier Diversity at (916) 732-5623.

I hereby swear that I am duly authorized to legally act on behalf of the above named company.

Signed:
Print Name:
Date:

5.8. DESIGNATION OF PRIME CONTRACTOR, SUBCONTRACTORS AND SUPPLIERS

The following are the names and business locations of the prime contractor and all subcontractors who will perform work or labor or render service to the Bidder in or about the work, or who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications (as applicable) together with a statement of the portion of the work to be done by each subcontractor.

The Bidder may only count toward its SEED Program subcontracting credit those expenditures to subcontractors or contractors under a subcontractor that perform a commercially useful function. In addition, each contractor or subcontractor claiming SEED Program qualification shall complete the SEED Program Small Business Declaration.

	Firm (Name and Address)	Work, Material or Service (Provide Brief Description)	Supplier Diversity Program Status (Check Status)			Percent (%) (Of Total Bid Price)	Dollar Amount (Of This Firm's Work, Material or Service)
1.	BIDDER /PRIME CONTRACTOR _____ _____ _____ Name/License Number/& Classification	_____ _____ _____		Male	Female	____ % of Total Bid	\$ _____ Amount of Total Bid
			African American	☐	☐		
			Asian Pacific American	☐	☐		
			Hispanic American	☐	☐		
			Native American	☐	☐		
			Caucasian	☐	☐		
			Certified MBE/WBE	Yes ☐	No ☐		
			SEED Qualified	Yes ☐	No ☐		
2.	SUBCONTRACTOR _____ Name/License Number/& Classification	_____		Male	Female	____ % of Total Bid	\$ _____ Amount of Total Bid
			African American	☐	☐		
			Asian Pacific American	☐	☐		
			Hispanic American	☐	☐		
			Native American	☐	☐		
			Caucasian	☐	☐		
			Certified MBE/WBE	Yes ☐	No ☐		
			SEED Qualified	Yes ☐	No ☐		
3.	SUBCONTRACTOR _____ License Number & Classification	_____		Male	Female	____ % of Total Bid	\$ _____ Amount of Total Bid
			African American	☐	☐		
			Asian Pacific American	☐	☐		
			Hispanic American	☐	☐		
			Native American	☐	☐		
			Caucasian	☐	☐		
			Certified MBE/WBE	Yes ☐	No ☐		
			SEED Qualified	Yes ☐	No ☐		
4.	SUBCONTRACTOR _____ License Number & Classification	_____		Male	Female	____ % of Total Bid	\$ _____ Amount of Total Bid
			African American	☐	☐		
			Asian Pacific American	☐	☐		
			Hispanic American	☐	☐		
			Native American	☐	☐		
			Caucasian	☐	☐		
			Certified MBE/WBE	Yes ☐	No ☐		
			SEED Qualified	Yes ☐	No ☐		

MBE = Minority-owned Business Enterprise , WBE = Women-owned Business Enterprise

5.9. QUALIFICATION DATA

5.9.1 Bidder shall provide the following:

Contractor must have minimum three (3) years experience in cleaning data centers.
Provide up to three (3) local (including bay area) references (Company Name, Company
Address, and Contact Information)

Response:

5.10. BID SCHEDULE**BID No. 090151.SD**

In accordance with this Bid Request, the Bidder agrees to provide the services described in the Scope of Services, at the rates shown in this Schedule.

The quantities shown below are approximate only and being given as a basis for the comparison of Bids. The District does not, expressly or by implication, propose or agree that the actual quantities of work will correspond therewith, but reserves the right to increase or decrease the amount of any portion of the work shown, or to omit portions of said work, as may be deemed advisable by the District. Payment will be made on the basis of quantities actually performed.

ITEM NO.	DESCRIPTION	EST. QTY	UNITS	UNIT PRICE	TOTAL AMOUNT
1.	Data Center, Sacramento County, 2 nd floor location, 3201 square feet, raised floor (once a year cleaning)	1	Job	\$	\$
2.	Data Center, Herald, Sacramento County 2750 square feet, slab floor (twice a year cleaning)	2	Job	\$	\$
3.	Switch Room, Sacramento County 2 nd floor location, 300 square feet raised floor (once a year cleaning)	1	Job	\$	\$
4.	Data Center, Sacramento County 2 nd floor location, 3000 square feet Raised floor (once a year cleaning)	1	Job	\$	\$
5.	Data Center, Sacramento County 2 nd floor location, 3650 square feet raised floor (once a year cleaning)	1	Job	\$	\$
6.	Total of Bid Items 1 through 5	XXX	XXXX	XXXXXX	\$

Note: The District's evaluations for award will include SEED Price Advantage calculations

In case of discrepancy between the unit prices bid and the extensions thereon, the unit prices shall govern. In case of an error in the addition of the total bid amount for all bid items the corrected total shall govern.

The rates proposed above shall remain fixed for the duration of the contract unless otherwise approved in writing by the District.

BIDDER:

Company:		
Street Address:		
City:	State:	Zip:
Signed:		
Print Name:		
Title:		
Telephone:	Fax:	
Email:	Date:	

6. SAMPLE CONTRACT

Note: The Sample Contract is attached as a separate document.