

Solicitation RFQ 15634

**HVAC MAINTENANCE - REPLACE AIR FILTERS
AND ODOR OXIDANTS**



City of San Jose

Bid RFQ 15634

HVAC MAINTENANCE - REPLACE AIR FILTERS AND ODOR OXIDANTS

Bid Number **RFQ 15634**
 Bid Title **HVAC MAINTENANCE - REPLACE AIR FILTERS AND ODOR OXIDANTS**

Bid Start Date **Jul 19, 2012 2:16:35 PM PDT**
 Bid End Date **Jul 31, 2012 1:30:00 PM PDT**
 Question & Answer End Date **Jul 27, 2012 11:00:00 AM PDT**

Bid Contact **Celia Alvares**
Buyer II
Finance
408-535-7048
celia.alvares@sanjoseca.gov

Contract Duration **1 year**
 Contract Renewal **4 annual renewals**
 Prices Good for **1 year**

Bid Comments **The City of San Jose is seeking a contractor to provide all labor, equipment and materials to provide HVAC maintenance services, specifically replace air filters and odor oxidants in support of the Water Pollution Control Plant requirements. Contractor shall warrant all labor and material for a period of 12 months from the date of the purchase order.**
The City shall issue a blanket purchase order to the successful bidder for an initial twelve month period ~7/01/12 - 6/30/13. After the initial period, the City reserves the right to exercise four (4) additional one-year period extensions for a total of five (5) years.
The quantities/hours specified herein are estimates and are not guaranteed. The estimated quantities/ hours may vary depending on the demands of the City. Any variations from these estimated quantities shall not entitle the bidder to an adjustment in the rates or to any additional compensation.
REQUIREMENTS:
1) See attached statement of work and/or related documents for details.
2) Please refer to the RFQ Instructions document and any other attached documents.
ADDITIONAL REQUIREMENTS: The successful contractor will be required to provide the following additional requirements and must be provided within ten calendar days of notification of award:
1) Insurance (for Odor Oxidant Services)
2) Living Wage/Prevailing Wage (for Odor Oxidant Services)
QUOTE SUBMISSION:
1) All quote responses must be done online through BidSync, including electronic attachments if applicable, and/or through the "Vendor Notes for Offer" function. The City will no longer accept hardcopy quotes.
2) All line items must be priced. If zero is entered, the City will assume that is will be provided at no charge.
BASIS OF AWARD is Price-Determinative: The award for this requirement will be based on lowest responsive and responsible quote that meets all specifications. The City may award by line item, lot, or overall lowest cost after application of local business and small business preferences, if applicable.
PRICING:
Pricing shall be fixed for the initial term of the contract.
PRICE ADJUSTMENTS: In the event the City elects to exercise its option for annual renewals, price adjustments will be considered by the City if the vendor demonstrates to the satisfaction of the City that price increase is justified. Any increase shall not exceed 3% annually.

Item Response Form

Item **RFQ 15634--01-01 - FILTERS, 16X20X2 NOMINAL, PLEATED, 30-35 % EFFICIENCY**
Quantity **500 each**

Unit Price

Delivery Location

City of San Jose
CSJ Water Pollution Control
700 Los Esteros Road
San Jose CA 95134
Qty 500

Description

-Product only, City will install Pleated filters.

Item **RFQ 15634--01-02 - FILTERS, 20X20X2 NOMINAL, PLEATED, 30-35 % EFFICIENCY**
Quantity **500 each**

Unit Price

Delivery Location

City of San Jose
CSJ Water Pollution Control
700 Los Esteros Road
San Jose CA 95134
Qty 500

Description

-Product only, City will install Pleated filters.

Item **RFQ 15634--01-03 - FILTERS, 20X25X2 NOMINAL, PLEATED, 30-35 % EFFICIENCY**
Quantity **500 each**

Unit Price

Delivery Location

City of San Jose
CSJ Water Pollution Control
700 Los Esteros Road
San Jose CA 95134
Qty 500

Description

-Product only, City will install Pleated filters.

Item **RFQ 15634--01-04 - FILTERS, 24X24X4 NOMINAL, PLEATED, 30-35 % EFFICIENCY**
Quantity **500 each**

Unit Price

Delivery Location

City of San Jose
CSJ Water Pollution Control
700 Los Esteros Road
San Jose CA 95134
Qty 500

Description

-Product only, City will install Pleated filters.

Item **RFQ 15634--01-05 - FILTERS, 10X12X1 EXACT, PLEATED, 30-35 % EFFICIENCY**
Quantity **500 each**

Unit Price

Delivery Location **City of San Jose**
CSJ Water Pollution Control
700 Los Esteros Road
San Jose CA 95134
Qty 500

Description

-Product only, City will install Pleated filters.

Item **RFQ 15634--01-06 - FILTERS, 15X20X1 EXACT, PLEATED, 30-35 % EFFICIENCY**
Quantity **500 each**
Unit Price
Delivery Location **City of San Jose**
CSJ Water Pollution Control
700 Los Esteros Road
San Jose CA 95134
Qty 500

Description

-Product only, City will install Pleated filters.

Item **RFQ 15634--01-07 - FILTERS, 24X24X16 BAG FILTER, 85 % EFFICIENCY**
Quantity **500 each**
Unit Price
Delivery Location **City of San Jose**
CSJ Water Pollution Control
700 Los Esteros Road
San Jose CA 95134
Qty 500

Description

-Product only, City will install Pleated filters.

Item **RFQ 15634--01-08 - ODOR OXIDANTS: HYDROSIL SPECTRUM #HS-600**
Quantity **119 bag**
Unit Price
Delivery Location **City of San Jose**
CSJ Water Pollution Control
700 Los Esteros Road
San Jose CA 95134
Qty 119

Description

-ACTIVE INGREDIENT: POTASSIUM PERMANGANATE (6-8% MINIMUM).
-119 QTY x 55 LB/BAG = 6545 TOTAL LBS

Item **RFQ 15634--01-09 - SERVICES: INSTALLATION SERVICE, LABOR, 4 DAYS (STRAIGHT TIME)**
Quantity **200 hour**
Unit Price
Delivery Location **City of San Jose**
CSJ Water Pollution Control
700 Los Esteros Road
San Jose CA 95134
Qty 200

Description

-HOURLY RATE TO REMOVE AND INSTALL ODOR-OXIDANT MEDIA IN AIR HANDLERS FOR NINE (9) BUILDINGS. See Attachment 1.

Item	RFQ 15634--01-10 - MISC MATERIALS/EQUIPMENT @ LIST PRICE LESS x% DISCOUNT
Quantity	2500 each
Unit Price	
Delivery Location	City of San Jose <u>CSJ Water Pollution Control</u> 700 Los Esteros Road San Jose CA 95134 Qty 2500

Description

Quantity shown reflects estimated annual dollar amount. Enter % Discount off list price as decimal points. Example a 20% discount would be entered as follows:

1. Line item price enter as .80 (100 % list, less 20% discount = 80%). Also, add offer note "Discount @ 20%".

Attachment 1- RFQ 15634

Replace/Install 376 Trays with		
Odor Oxidant in air handlers (9 buildings)		
Building	# of Trays	
Administration Building		
AHU 1	24	
AHU 2	12	
AHU 3	6	
AHU 4	96	
AHU 5	24	
AHU 9-1	24	
2nd Blower Building Service Wing		
A/C 1-3	6	
2nd Blower Building Tower		
A/C 1	4	
A/C 2	4	
Sludge Building		
A/C 1	8	
Maintenance Building	108	
A/C 1		
Nitrification Building		
A/C 3-1	12	
Nitrification Service Wing		
A/C 2-1	16	
Filtration Building		
AHU 8-2	16	
Filtration Service Wing		
AHU 7-1	16	
Total Trays	376	

ATTACHMENT A
CITY OF SAN JOSE, PURCHASE ORDER STANDARD TERMS AND CONDITIONS

1. **DEFINITIONS:** "City" shall mean the City of San José. "Vendor" shall mean the provider of goods and/or services which are the subject of this purchase order. "Director" shall mean the Director of Finance or Director's authorized designee.
2. **CONTRACT:** This purchase order, which consists of these standard terms and conditions, and any attachments hereto, evidences City's acceptance of Vendor's offer to provide to City the goods and/or services which are the subject of this purchase order and constitutes a binding contract therefore upon the terms and conditions set forth herein without further action or agreement of Vendor. In the event of conflict between these standard terms and conditions and the provisions of any attachment hereto, the provisions of the attachment shall control.
3. **SCHEDULE OF GOODS AND/OR SERVICES; TIME OF PERFORMANCE:** Vendor shall supply those goods and/or services which are specified herein, in accordance with the schedule and during the term which are specified herein. Time is of the essence in this purchase order.
4. **COMPENSATION; SCHEDULE OF PAYMENT:** The compensation to be paid and the method of payment to Vendor for goods and services shall be as set forth herein. Unless otherwise provided herein, payment shall not be due until thirty (30) calendar days after the later to occur of the date performance under this purchase order is completed to the satisfaction of City and the date City receives an acceptable invoice. No payment shall represent a waiver of City's right to inspect for defects. Unless otherwise provided herein, Vendor shall be responsible for all costs and expenses incident to the performance of this purchase order, including without limitation all costs of equipment provided by Vendor, all fees, fines, licenses, bonds or taxes required of or imposed against Vendor, and all other of Vendor's costs of doing business.
5. **CURRENT PRICES OF GOODS:** Vendor represents that prices to be paid by City for goods shall not exceed current prices charged to any other customer of Vendor for items which are the same or substantially similar to the goods, taking into account the quality of the goods, and Vendor will forthwith refund any amounts paid by City in excess of such prices.
6. **DISCOUNT PERIODS:** Payment discount periods shall be calculated from the later of the date this purchase order is completed or the date City receives an acceptable invoice, to the date City's payment is sent.
7. **SALES TAXES:** Vendor shall separately state on all invoices any sales, use or similar taxes imposed by federal or state government applicable to furnishing of the goods and/or services; provided, however where a tax exemption is available, such tax shall be subtracted from the total compensation and identified. Municipalities are exempt from federal excise and transportation taxes, except for the excise tax on gasoline. Exemption certificates will be furnished upon request.
8. **PACKING AND SHIPPING OF GOODS; TITLE AND RISK OF LOSS:** All goods shall be delivered "free on board destination" to the location specified herein, full freight prepaid except for special or expedited orders. Deliveries of goods shall be made without charge for boxing, crating, carting or storage unless otherwise specified, and goods shall be suitably packed to secure lowest transportation costs, and in accordance with the requirements of common carriers, and in such a manner as to assure against damage from weather or transportation. City's order numbers and symbols must be plainly marked on all invoices, packages, bills of lading and shipping orders. Packing lists shall accompany each box or package shipment. City's count or weight shall be final and conclusive on shipments not accompanied by packing lists. Shipments for two or more destinations when so directed by City shall be shipped in separate boxes or containers for each destination at no extra charge.

Title to and risk of loss on all goods shall pass to City only upon delivery by Vendor in the manner specified herein and City's acceptance of such goods.

9. **WARRANTIES:** Vendor warrants that all goods and services shall be delivered or performed free of all liens, claims, security interest or encumbrances, will conform to applicable specifications, drawings, descriptions and samples, and will be merchantable, of good workmanship and material, and free from defect. Unless manufactured or performed pursuant to detailed design furnished by City, Vendor assumes design responsibility, and warrants that all goods and services shall be delivered or performed free of design defect and suitable for the purposes intended by City, and that neither purchase, use or resale, nor delivery or performance thereof shall violate any patent, copyright or similar rights. Vendor's warranties shall run to City and shall not be deemed to be exclusive. City's inspections, approval, acceptance, use of or payment for all or any part of the goods or services shall in no way affect its warranty rights whether or not a breach of warranty had become or should have become evident at the time.
10. **CHANGES:** City shall have the right by written notice to change the extent of the work covered by this purchase order, the time or place of delivery, the method of shipment or packaging, or to suspend work. The only valid change is a change order signed by the Director. Upon receipt of any such notice, Vendor shall promptly make the changes in accordance with the terms of the notice. If any such changes cause an increase or decrease in the cost of or time for performance, an equitable adjustment shall be negotiated promptly and the purchase order modified in writing accordingly. Vendor shall promptly deliver to City, and in any event within ten (10) calendar days after receipt of such notice, a statement showing the effect of any such changes in the cost of or time for performance. Failure of Vendor to submit the statement within the above time limit shall constitute its consent to perform the change without increase in compensation or time for performance.
11. **TERMINATION FOR DEFAULT OR CONVENIENCE:** City may, by written notice to Vendor, terminate this purchase order in whole or from time to time in part for default: (i) if Vendor fails to deliver the goods or to perform the services strictly within the time specified herein, or if no time is specified, within a reasonable time; (ii) if the goods delivered or services performed do not conform to the requirements of this purchase order or if Vendor fails to perform any of the other provisions of this purchase order, or so fails to make progress as to endanger performance of this purchase order in accordance with its terms; or (iii) if the Vendor becomes insolvent. If this purchase order is terminated for default, City, in addition to all other rights afforded by law for Vendor's default, shall have the right to charge Vendor the amount by which the costs of fabricating or procuring the goods or services cancelled from another source exceed the compensation specified herein, and City may set off any such charge against any amounts which may become payable to Vendor under this purchase order or otherwise. City may, by not less than thirty (30) days written notice to Vendor, terminate this purchase order for convenience and without cause. In the event of such termination for convenience, Vendor will be paid for those goods delivered and services performed pursuant to this purchase order to the satisfaction of City up to the date of termination. The Director is empowered to terminate this purchase order on behalf of City.
12. **INDEMNITY: TO THE FULLEST EXTENT PERMITTED BY LAW, VENDOR AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, AGAINST ANY CLAIM, LOSS OR LIABILITY (COLLECTIVELY, "CLAIMS"), INCLUDING WITHOUT LIMITATION CLAIMS FOR INJURIES OR DEATH TO PERSONS OR DAMAGE TO OR DESTRUCTION OF PROPERTY, CAUSED BY OR RESULTING FROM THE ACTS OR OMISSIONS OF VENDOR, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS PURCHASE ORDER, OR THE BREACH BY VENDOR OF ANY OF ITS**

OBLIGATIONS UNDER THIS PURCHASE ORDER.

13. **INSURANCE REQUIREMENTS:** If applicable, Vendor agrees to have and maintain the insurance policies specified herein. All policies, endorsements, certificates and/or binders shall be subject to review and approval by the Risk Manager of the City of San Jose as to form and content. These insurance requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. Vendor agrees to provide City with a copy of applicable certificates and/or endorsements before work commences under this purchase order.
14. **COMPLIANCE WITH THE LAW:** Vendor shall in the performance of this purchase order comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.
15. **GOVERNING LAW:** City and Vendor agree that the law governing this purchase order shall be that of the State of California.
16. **VENUE:** In the event that suit shall be brought by either party to this purchase order, the parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or where otherwise appropriate, exclusively in the United States District Court, Northern District of California, San José, California.
17. **ASSIGNMENT OF CONTRACT:** Vendor shall not assign any of the work to be performed under this purchase order nor shall Vendor subcontract for complete or substantially completed goods or major components thereof without the Director's prior written consent. Vendor may assign monies due under this purchase order. City will recognize such assignment, to the extent permitted by law, if City is given proper notice thereof. Any assignment shall be subject to set-off or recoupment for any present or future claim which City may have against Vendor.
18. **WAIVER:** Vendor agrees that City's waiver of any breach or violation of any provision of this purchase order shall not be deemed to be a waiver of any other provision or a waiver of any subsequent breach or violation of the same or any other provision. City's acceptance of the performance of any of Vendor's performance will not be a waiver of any provision of this purchase order.
19. **INDEPENDENT CONTRACTOR:** It is understood and agreed that Vendor shall act as and be an independent contractor and not an employee, agent, joint venturer, or partner of City. As an independent contractor, Vendor shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Vendor hereby expressly waives any claim it may have to any such rights. Both parties acknowledge that Vendor is not an employee for state or federal tax purposes. Vendor shall retain the right to perform services for others during the term of this purchase order.
20. **CONFIDENTIAL INFORMATION:** All data, documents, discussions or other information developed or received by or for Vendor in performance of this purchase order are confidential and not to be disclosed to any person except as authorized by City, or as required by law.
21. **OWNERSHIP OF MATERIALS:** All reports, documents or other materials developed or discovered by Vendor or any other person engaged directly or indirectly by Vendor in performance of this purchase order shall be and remain the property of City without restriction or limitation upon their use.
22. **VENDOR'S BOOKS AND RECORDS:** Vendor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, for the date of final payment to Vendor pursuant to this purchase order. Vendor shall maintain all documents and records which demonstrate performance under this purchase order for a minimum of three (3) years, or for any period longer required by law, from the date of termination or completion of this purchase order. Any records or documents required to be maintained pursuant to this purchase order shall be made available for inspection or audit, at any time during regular business hours, upon written request by City Attorney, City Auditor, City Manager or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Vendor's business City may, by written request by any of the above-named officers, require that custody of the records be given to City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any part authorized by Vendor, Vendor's representatives, or Vendor's successor-in-interest.
23. **NON-DISCRIMINATION:**
 - a. **Prohibition on Discrimination and Preferential Treatment.**
CONTRACTOR shall fully comply with Chapter 4.08 of the San Jose Municipal Code and agrees that there shall be no discrimination against, or segregation of, any person, on account of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, national origin, marital status, or family status, in connection with or related to the performance of CITY contracts.
 - b. **Compliance Reports.**
If directed by the Director of Office of Equality Assurance of the CITY, CONTRACTOR shall file, and cause any subcontractor to file, compliance reports with the Director of Office of Equality Assurance. Compliance reports shall be in the form and field at such times as may be designated by the Director of Office of Equality Assurance. Compliance reports shall contain such information and be supported by such data or records as may be requested by the Director of Office of Equality Assurance to determine whether CONTRACTOR or its subcontractor is complying with the nondiscrimination and non-preference provisions of this Agreement and Chapter 4.08 of the Municipal Code.
 - c. **Failure to Comply with Nondiscrimination Provisions.**
If the Director of Office of Equality Assurance determines that the CONTRACTOR has not complied with the nondiscrimination or non-preference provisions of this Agreement, the CITY may terminate or suspend this Agreement, in whole or in part. Failure to comply with these provisions may also subject CONTRACTOR and/or subcontractor to debarment proceedings pursuant to provisions of the San Jose Municipal Code. Failure to comply with these provisions is a violation of Chapter 4.08 of the San Jose Municipal Code and is a misdemeanor.
 - d. **Subcontracts.**
CONTRACTOR shall include provisions a through c above, inclusive, in each subcontract entered into in furtherance of this Agreement so that such provisions are binding upon each of its subcontractors.
 - e. **Waiver of Nondiscrimination Provisions.**
The nondiscrimination provisions of this Agreement may be waived by the Director of Office of Equality Assurance, if the Director of Office of Equality Assurance determines that the CONTRACTOR has its own nondiscrimination requirements or is bound in the performance of this Agreement by the nondiscrimination requirements of another governmental agency, and the nondiscrimination provisions of the CONTRACTOR or other governmental agency are substantially the same as those imposed by the CITY.
24. **GIFTS:** CONTRACTOR represents that it is familiar with the City's prohibition against the acceptance for any gift by a CITY officer or designated employee,

which prohibition is found in Chapter 12.08 of the San Jose Municipal Code. CONTRACTOR agrees not to offer any CITY officer or designated employee any gift prohibited by said Chapter. The offer or giving of any gift prohibited by Chapter 12.08 shall constitute a material breach of this SERVICE ORDER by CONTRACTOR. In addition to any other remedies CITY may have in law or equity, CITY may terminate this SERVICE ORDER for such breach.

25. **CONFLICT OF INTEREST:** CONTRACTOR shall avoid all conflict of interest or appearance of conflict of interest in performance of this SERVICE ORDER. **DISQUALIFICATION OF FORMER EMPLOYEES:** CONTRACTOR is familiar with the provisions relating to the disqualification of former officers and employees of CITY in matters which are connected with former duties or official responsibilities as set forth in Chapter 12.10 of the San Jose Municipal Code ("Revolving Door Ordinance"). CONTRACTOR shall not utilize either directly or indirectly any officer, employee, or agent who would be in violation of the Revolving Door Ordinance.

City of San José
Request for Contracting Preference for Local and Small Businesses

Suppliers Note: You do not need to complete this form if you are submitting an electronic response to a City solicitation (Request for Quotation, Request for Bid, Request for Proposal) on the BidSync system, completed the City of San José Supplemental Qualifications, and checked the appropriate LBE/SBE check-boxes on the Supplemental Qualifications. Contact BidSync directly at 1-800-990-9339, if you have any questions in completing this information.

You do need to print and complete this form, if you are submitting a paper response to a City solicitation and want to be considered for the preference.

Chapter 4.12 of the San José Municipal Code provides for a preference for Local and Small Businesses in the procurement of contracts for supplies, materials, equipment, services. The amount of the preference depends on whether the vendor qualifies as a Local Business Enterprise* or Small Business Enterprise** and whether price has been chosen as the determinative factor in the selection of the vendor.

In order to be a Local Business Enterprise (LBE) you must have a current San José Business Tax Certificate License and have an office in Santa Clara County with at least one employee.

If you qualify as an LBE you may also qualify as a Small Business Enterprise (SBE) if the total number of employees (regardless of where they are located) of your firm is 35 or fewer. With respect to quotes, bids, or proposals submitted by partnerships or joint ventures, the number of employees for purposes of qualifying as a SBE shall be determined by the total number of employees of each of the members of the partnership or joint venture combined.

There are two ways in which the preference can be applied:

1) In solicitations where price is the determinative factor (*i.e. there are no other factors being considered in the selection process*) the preference is in the form of a credit applied to the **dollar value** of the response submitted. For example, a non-local vendor submits a response to a City solicitation of \$200 per item and a LBE submits a response of \$204 per item. The LBE receives a 2.5% credit on the response, which equals approximately \$5 and thus the LBE will win the award because the response is evaluated as if it had been submitted as \$199.

2) In solicitations where there are a variety of factors evaluated to determine which response best meets the City's needs, a qualified LBE will be given 5% and a qualified SBE will be given an additional 5% of the total points in the scoring.

***LOCAL BUSINESS ENTERPRISE (LBE) PREFERENCE**

In order to qualify as an LBE you must provide the following information:

Current San José Business Tax License Number
 (Please enter 0 if you don't have a License Number to enable you to complete bid. If you don't have a current San Jose Business Tax License Number you don't qualify for the LBE/SBE preference and do not need to complete the remainder of the form)

Address of Principal Business Office or Regional, Branch or Satellite Office with at least one employee located in Santa Clara County:

***SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE**

In order to qualify as an SBE you must qualify as an LBE and have 35 or fewer employees. This number is for your **entire** business --NOT just local employees, or employees working in the office address given above.

Please state the number of employees that your Business has:

Based upon the forgoing information I am requesting that the Business named above be given the following preferences (*please check*):

☒ Local Business Enterprise ☒ Small Business Enterprise

I declare under penalty of perjury that the information supplied by me in this form is true and correct.

Executed at: _____, California

Date: _____

Signature _____

Print name _____

REQUEST FOR QUOTATION (RFQ) – INSTRUCTIONS AND GENERAL PROVISIONS

1 SUBMITTING THE QUOTATION

Electronic Submission. The City of San José (“CITY”) requires that quotes be submitted electronically on the BidSync System. Bidders must register with BidSync and complete the required Bidder registration and the supplemental Bidder qualifications that are specific to the CITY. The direct link to BidSync is www.bidsync.com or you may register via the CITY’s internet Bidline at www.sanjoseca.gov. All bids are secure and may not be accessed until the date and time indicated in this RFQ. Bidders may modify or withdraw any quote prior to the bid close. It is the sole responsibility of the Bidder to ensure its quote is submitted before the closing date and time and the CITY is not responsible for any late or incomplete submissions due to any technical issues that may be encountered on the website. **There is no cost to the Bidder to register, receive or submit electronic quotes using BidSync.**

2 QUOTATION PREPARATION

- (a) The time stated as the deadline for response submittal is critical and must be adhered to as specified.
- (b) Unless specifically stated as “no substitutions allowed”, whenever an item is described by using a brand/trade name of a manufacturer and/or model number, it is intended that the words, “or equal” apply. “Or equal” means any other brand that is equal or equivalent to the named brand in meeting the specific operational, design, performance, maintenance, quality, and reliability requirements of the CITY as determined in the CITY’S sole discretion. All quotes offering an equivalent product must include complete manufacturer’s descriptive literature for that product. The CITY reserves the right to test and evaluate the product. At the Bidder’s expense, the Bidder bears sole responsibility for providing any information, test data or document required by the CITY to fully evaluate the acceptability of the “or equal.” At the Bidder’s expense, this full evaluation may require independent testing, including destructive testing, at qualified test facilities. If the Bidder lists a brand/trade name and/or catalog number in the quote, CITY will assume the item meets the specifications unless the quote clearly states otherwise and describes specifically how it differs from the item specified. All products are to be of new, unused condition, unless otherwise requested in this solicitation.
- (c) By submitting the quotation The Bidder’s submitted quotation constitutes the Bidder’s offer to provide the CITY the item(s) specified at the quoted price(s) on the terms and conditions set forth in the complete RFQ solicitation package including this document.
- (d) The CITY may designate incomplete quotes as non-responsive

3 LABOR COMPLIANCE

If Living and/or Prevailing Wage is required for this procurement, the Bidder shall be required to sign and submit a hardcopy of the Labor Compliance Addendum within five calendar days after notification of award. The Addendum and all wage requirements will be included with each RFQ as applicable.

4 INSURANCE REQUIREMENTS

CITY's insurance requirements are included with this solicitation document. The Bidder recommended for award must provide proof of insurance within five calendar days after notice of award.

5 BOND REQUIREMENTS

If a Payment Bond is required for this procurement, the Bidder recommended for award must submit a Payment Bond executed by a surety naming the City of San Jose as beneficiary for 100% of the contract price within ten calendar days after notice of award.

6 LOCAL AND SMALL BUSINESS PREFERENCE

- (a) It is the policy of the City of San José to encourage local and small business activity by providing preferences in the award of contracts in accordance with San Jose Municipal Code Section 4.12.320.
- (b) To respond to this solicitation, Bidders must register on-line with BidSync and complete the "Qualifications for this Agency" under the "Steps for Placing a Bid" section of the on-line solicitation. In order to claim the Local and/or Small Business Preference, Bidders must complete the required on-line information and check the appropriate check-boxes for Local and/or Small Business Preference.
- (c) If the basis of award is price determinative (awarded to the low bidder) then the amount of the preference shall be 2.5% of cost for Local and an additional 2.5% of cost for Small.
- (d) If the basis of award is points determinative ("best value") then the amount of the preference shall be 5% of total points for Local and an additional 5% of total points for Small.

7 RFQ QUESTIONS AND ANSWERS

- (a) All questions regarding the RFQ (including but not limited to questions about the products and/or services to be procured) are to be addressed to the responsible Procurement Contact utilizing the Question and Answer facilities contained on the BidSync Website for each RFQ.
- (b) Answers to questions submitted through BidSync will be answered on BidSync, and shall be considered addenda to the RFQ.
- (c) Oral interpretations or clarifications will be without legal effect.
- (d) Bidders shall not contact or ask questions of any other CITY employee or person involved with the development of the specifications or requirements of the RFQ. Failure to observe this requirement shall render a quotation submitted as non-responsive.

8 RFQ AMENDMENTS

All addenda and notices related to this procurement will be posted by CITY on BidSync. In the event this RFQ is obtained through any means other than BidSync, CITY will not be responsible for the completeness, accuracy, or timeliness of the final RFQ, as received by the Bidder.

9 AWARD OF CONTRACT

- (a) Bidders will receive a Pre-Award Notification (also referred to as a "Pre-Award Tabulation Report" or "Bid Tabulation Report") via BidSync. At such time, the results of the RFQ process (including Bidders' submitted quotations) may be publicly reviewed and will be made available on Bidsync.
- (b) The Pre-Award Notification starts the protest process as described in Section 10(b) below.
- (c) The recommended winning Bidder shall have five calendar days from the date of the Pre-Award Notification to provide verification of insurance, five calendar days to complete and submit the Labor Compliance Addendum, if required, and ten calendar days to submit the Payment Bond, if required. If this documentation is not received within the specified time, CITY may declare the recommended winning Bidder's quote non-responsive and award the contract to the second low bidder or second most advantageous Bidder.
- (d) After receipt of all required documentation, CITY will issue a Purchase Order or Agreement for the required products and/or services. Bidder shall not provide any service, ship product, or invoice CITY until such time that a properly executed Purchase Order or Contract has been issued by CITY. Failure to do so may result in return of product(s) at the Bidder's expense or non-payment for services provided.
- (e) The CITY may accept all or part of the quote, or reject any or all quotes.
- (f) Estimated quantities are for quoting purposes only, and not to be interpreted as a guarantee to purchase any amount.
- (g) Contracts may be awarded to multiple Bidders if CITY determines it would be in its best interest.
- (h) For quotations with renewals, all renewals shall be considered as options to renew and will be exercised at the sole discretion of the CITY.

10 OBJECTIONS AND PROTESTS

- (a) Bidders objecting to the specifications contained in the RFQ must contact the Procurement Contact listed in the RFQ in writing (e-mail is acceptable) as soon as possible by the deadline for questions. Objections must be as specific as possible and identify the item number as well as a description and rationale for the objection.
- (b) If an unsuccessful Bidder wants to dispute the award recommendation, the Bidder must notify the Procurement Contact in writing of the Bidder's intent to submit a protest no later than two business days after the Pre-Award Notification is published. The protesting Bidder will then have five calendar days to submit a formal protest in writing to the Purchasing Officer. Protests must detail the grounds, factual basis and provide all supporting information for the protest. Protests will not be considered for disputes of proposal requirements and specifications, which must be addressed in accordance with Subsection (a) above. Protests will not be considered if the Bidder's notice of intent to protest or formal protest is not received within two business days after the Pre-Award Notification indicating the winning Bidder. The Purchasing Officer or designee will respond to the protesting party, as well as any Bidder who is affected by the protest and/or the protest decision. The decision of the Purchasing Officer or designee shall be final.

- (c) The address for submitting protests is:

City of San Jose
200 East Santa Clara Street, 13th Floor
San Jose, CA 95113
Attn: Purchasing Officer

11 PROTECTED INFORMATION

All material submitted in response to the RFQ becomes the property of CITY. Quotes submitted may be reviewed and evaluated by any persons at the discretion of CITY.

12 ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES

- (a) Bidders are encouraged to offer Energy Star, Green Seal, EcoLogo, or EPEAT certified products. CITY also encourages Bidders to offer products and services that are produced or delivered with minimal use of virgin materials and maximum use of recycled materials and reduce waste, energy usage, water utilization, and toxicity in the manufacture and use of products.
- (b) Bidders are encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. CITY also encourages Bidders to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this RFQ.

13 CITY BUSINESS TAX

If the Bidder is not currently doing business in San José, the Bidder shall have to pay a CITY Business License Tax prior to any commencement of work. For more information, you may contact the Business Tax Office at (408) 535-7055 to determine costs, or Web Site: <http://www.csjfinance.org/>

Supplier Acknowledgement Page

RFQ Number: *RFQ 15634*

RFQ Name: *HVAC MAINTENANCE - REPLACE AIR FILTERS AND ODOR OXIDANTS*

Electronic Submission: The City of San José (“CITY”) requires that quotes be submitted electronically on the BidSync System. You must complete the required information in this form, and electronically sign the document.

The undersigned supplier hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices submitted in this quotation have been carefully reviewed and are submitted as correct and final. Supplier further certifies that it is authorized to make this response and agrees that it can and will furnish all products/services meeting the specifications of this Request for Quotation upon which prices are extended at the unit price offered, and upon the City’s Standard Terms and Conditions.

Supplier Name:

Company Address:

Contract Telephone Number:

Contact Email Address:

Electronic Purchase Order: The City has transitioned to an electronic Purchase Order (e-PO) printing and e-mail distribution process. To facilitate this process and in the event of PO award, you must provide the e-mail address that the e-PO should be sent to (if different from above):

PO Email Address:

Name (signature):

Name (print):

Title:

Executed at: (City, State)

Date:

LABOR COMPLIANCE ADDENDUM

San José Living Wage and Prevailing Wage Policies

AGREEMENT TITLE:	INSERT EITHER: "Name of Agreement" or "Service Order No.
CONTRACTOR Name and Address:	

By executing this Addendum, Contractor acknowledges and agrees that the work performed pursuant to the above referenced Agreement or Service Order, including all renewals and extensions, is subject to all applicable provisions.

Payment of Minimum Compensation to Employees. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate and/or Living Wage Rate as indicated in the attached Exhibit(s) titled **Work Classification and/or Living Wage Determination**.

- A. **Prevailing Wage Requirements.** California Labor Code and/ or Resolutions of the San Jose City Council require the payment of not less than the general prevailing rate of per diem wages and rates for holiday and overtime and adherence to all labor standards and regulations. The General Prevailing Wage Rates may be adjusted throughout the term of this Agreement. Notwithstanding any other provision of this Agreement, Contractor shall not be entitled to any adjustment in compensation rates in the event there are adjustments to the General Prevailing Wage Rates.
- B. **Living Wage Requirements.** Any person employed by Contractor or subcontractor or City financial recipient or any subrecipient whose compensation is attributable to the City's financial assistance, who meets the following requirements is considered a covered employee. The employee: 1) is not a person who provides volunteer services, that are uncompensated except for reimbursement of expenses such as meals, parking or transportation; 2) spends at least half of his or her time on work for the City [4 hours a day or 20 hours a week]; 3) is at least eighteen (18) years of age; and 4) is not in training for the period of training specified under training standards approved by the City.
- C. **Reports.** Contractor shall file a completed and executed copy of this Addendum with the Department of General Services. Upon award the Department of General Services shall provide the contractor with compliance documents to be completed and returned (with supporting documentation) to the Office of Equality Assurance. **These documents must be returned within 10 days of receipt.** Contractor shall not perform on site work on this contract until labor compliance documents are filed. Contractor shall also report additional information, including certified payrolls, as requested by Director of Equality Assurance to assure adherence to the Policy.
- D. **Coexistence with Any Other Employee Rights.** These provisions shall not be construed to limit an employee's ability to bring any legal action for violation of any rights of the employee.
- E. **Audit Rights.** All records or documents required to be kept pursuant to this Agreement to verify compliance with the Wage Requirement shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or

documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be available at Contractor's address indicated for receipt of notices in this Contract.

F. Enforcement.

1. **General.** Contractor acknowledges it has read and understands that, pursuant to the terms and conditions of this Agreement, it is required to comply with the Wage Requirement and to submit certain documentation to the City establishing its compliance with such requirement. ("Documentation Provision.") Contractor further acknowledges the City has determined that the Wage Requirement promotes each of the following (collectively "Goals"):
 - a. It protects City job opportunities and stimulates the City's economy by reducing the incentive to recruit and pay a substandard wage to labor from distant, cheap-labor areas.
 - b. It benefits the public through the superior efficiency of well-paid employees, whereas the payment of inadequate compensation tends to negatively affect the quality of services to the City by fostering high turnover and instability in the workplace.
 - c. Paying workers a wage that enables them not to live in poverty is beneficial to the health and welfare of all citizens of San Jose because it increases the ability of such workers to attain sustenance, decreases the amount of poverty and reduces the amount of taxpayer funded social services in San Jose.
 - d. It increases competition by promoting a more level playing field among contractors with regard to the wages paid to workers.
2. **Remedies for Contractor's Breach of Prevailing Wage/Living Wage Provisions.**
 - a. **WITHHOLDING OF PAYMENT:** Contractor agrees that the Documentation Provision is critical to the City's ability to monitor Contractor's compliance with the Wage Requirement and to ultimately achieve the Goals. Contractor further agrees its breach of the Documentation Provision results in the need for additional enforcement action to verify compliance with the Wage Requirement. In light of the critical importance of the Documentation Provision, the City and Contractor agree that Contractor's compliance with this Provision, as well as the Wage Requirement, is an express condition of City's obligation to make each payment due to the Contractor pursuant to this Agreement. **THE CITY IS NOT OBLIGATED TO MAKE ANY PAYMENT DUE THE CONTRACTOR UNTIL CONTRACTOR HAS PERFORMED ALL OF ITS OBLIGATIONS UNDER THESE PROVISIONS. THIS PROVISION MEANS THAT CITY CAN WITHHOLD ALL OR PART OF A PAYMENT TO CONTRACTOR UNTIL ALL REQUIRED DOCUMENTATION IS SUBMITTED.** Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of the Wage Requirement or the Documentation Provision.
 - b. **RESTITUTION:** Contractor agrees that in the event of a breach of its obligations it will pay any amounts underpaid in violation of the required payments and City's administrative costs and liquidated damages and, in the case of financial assistance, to refund any sums disbursed by the City.

- c. **LIQUIDATED DAMAGES FOR BREACH OF WAGE PROVISION:** Contractor agrees its breach of the Wage Requirement would cause the City damage by undermining the Goals, and City's damage would not be remedied by Contractor's payment of restitution to the workers who were paid a substandard wage. Contractor further agrees that such damage would increase the greater the number of employees not paid the applicable prevailing wage and the longer the amount of time over which such wages were not paid. The City and Contractor mutually agree that making a precise determination of the amount of City's damages as a result of Contractor's breach of the Wage Requirement would be impracticable and/or extremely difficult. **THEREFORE, THE PARTIES AGREE THAT, IN THE EVENT OF SUCH A BREACH, CONTRACTOR SHALL PAY TO THE CITY AS LIQUIDATED DAMAGES THE SUM OF THREE (3) TIMES THE DIFFERENCE BETWEEN THE ACTUAL AMOUNT OF WAGES PAID AND THE AMOUNT OF WAGES THAT SHOULD HAVE BEEN PAID.**
- d. **ADDITIONAL REMEDIES:** Contractor agrees that in addition to the remedies set forth above City retains the right to suspend or terminate the Agreement for cause and to debar Contractor or subcontractors from future City contracts and/or deem the recipient ineligible for future financial assistance.

CITY

By:

Name:

Title:

Date:

CONTRACTOR

By:

Name:

Title:

Date:

INSURANCE REQUIREMENTS

CONTRACTOR, at CONTRACTOR'S sole cost and expense, shall procure and maintain for the duration of this AGREEMENT, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by the CONTRACTOR, its agents, representatives, employees or subcontractors or suppliers. The cost of such insurance shall be included in the CONTRACTOR'S bid.

I. Minimum Scope and Limit of Insurance

There shall be no endorsements reducing the scope of coverage required below unless approved by the City's Risk Manager.

Type of Insurance	Minimum Limit
1. Commercial General Liability The coverage provided by Insurance Services Office "occurrence" form CG 0001, including coverages for contractual liability, personal injury, broadform property damage, independent contractors, products and completed operations.	\$1,000,000 per occurrence for bodily injury, personal injury and property damage or \$2,000,000 annual aggregate.
2. Automobile Liability The coverage provided by Insurance Services Office form number CA 0001. Coverage shall be included for all owned, non-owned and hired automobiles.	\$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employer Liability As required by the Labor Code of the State of California.	\$1,000,000 combined single limit per accident for bodily injury and property damage.

II. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the City's Risk Manager. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents and contractors; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the City's Risk Manager.

III. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The City, its officials, employees, and agents are to be covered as additional insureds as respects: liability arising out of activities performed by, or on behalf of, the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, and agents.
- b. The Contractor's insurance coverage shall be primary insurance as respects the City, its officials, employees, and agents. Any insurance or self-insurance maintained by the City, its officials, employees, and agents shall be excess of the contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, or agents.
- d. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. Coverage shall contain a waiver of subrogation in favor of the City, its officials, employees, and agents.

2. Workers' Compensation and Employers Liability

Coverage shall be endorsed to state carrier waives its rights of subrogation against the City, its officials, and agents.

3. All coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City; except that ten (10) days' prior written notice shall apply in the event of cancellation for non-payment of premium.

IV. Acceptability of Insurance

Insurance is to be placed with insurers acceptable to the City's Risk Manager.

V. Verification of Coverage

Contractor shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Copies of all the required ENDORSEMENTS shall be attached to the CERTIFICATE OF INSURANCE which shall be provided by the Contractor's insurance company as evidence of the stipulated coverages.

Proof of insurance shall be either emailed in pdf format to: Riskmgmt@sanjoseca.gov, or mailed to the following postal address (or any subsequent email or postal address as may be directed in writing by the Risk Manager):

City of San Jose – Finance Department
Risk & Insurance
200 East Santa Clara St., 14th Floor
San Jose, CA 95113-1905

VI. Subcontractors

Contractors shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.

Question and Answers for Bid #RFQ 15634 - HVAC MAINTENANCE - REPLACE AIR FILTERS AND ODOR OXIDANTS

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.

Question Deadline: Jul 27, 2012 11:00:00 AM PDT