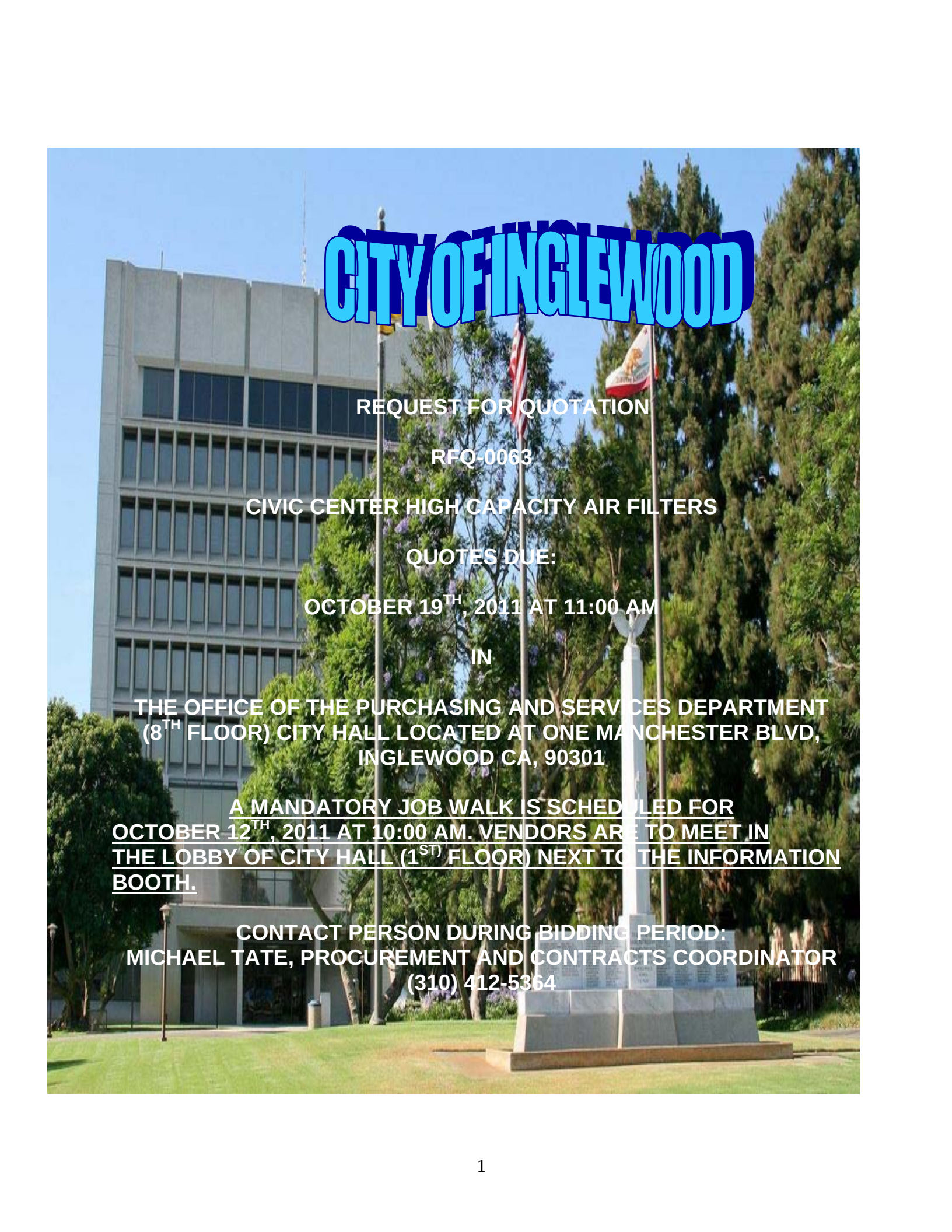




CITY OF INGLEWOOD

REQUEST FOR QUOTATION

RFQ-0063

CIVIC CENTER HIGH CAPACITY AIR FILTERS

QUOTES DUE:

OCTOBER 19TH, 2011 AT 11:00 AM

IN

**THE OFFICE OF THE PURCHASING AND SERVICES DEPARTMENT
(8TH FLOOR) CITY HALL LOCATED AT ONE MANCHESTER BLVD,
INGLEWOOD CA, 90301**

**A MANDATORY JOB WALK IS SCHEDULED FOR
OCTOBER 12TH, 2011 AT 10:00 AM. VENDORS ARE TO MEET IN
THE LOBBY OF CITY HALL (1ST FLOOR) NEXT TO THE INFORMATION
BOOTH.**

**CONTACT PERSON DURING BIDDING PERIOD:
MICHAEL TATE, PROCUREMENT AND CONTRACTS COORDINATOR
(310) 412-5364**

RFQ-0063

“CIVIC CENTER HIGH CAPACITY AIR FILTERS”

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**CITY OF INGLEWOOD
INVITATION TO SUBMIT QUOTATION
(Specifications and Conditions Governing Bid Award)**

Project for Quotation : **CIVIC CENTER HIGH CAPACITY AIR FILTERS**

The City of Inglewood invites and will receive quotes duly filed as provided herein for the furnishing of material and labor for the above-designated project.

Each quote shall be submitted and completed in all particulars using the form entitled; "Bidder's Proposal and Statement" attached hereto and must be enclosed in a sealed envelope addressed to the City of Inglewood, Attention: Purchasing Division with the designation of the project "**CIVIC CENTER HIGH CAPACITY AIR FILTERS**" appearing thereon.

Each quote shall state the unit price of each item (if called for) on the Bidder's Proposal and Statement form.

Quotes will be opened in public, on **October 19 , 2011 AT 11:00AM in the office of the Purchasing and Services Department located on the (8th) floor of the Inglewood City Hall** and will be announced then and there to all persons present. Specifications and other bid documents for the above items are on file in the Purchasing Department, and may be obtained upon request.

The City Council reserves the right to waive any irregularities in any bid, and to take quotes under advisement for a period not to exceed sixty days from and after the date bids are opened and announced.

- 1) The City Council reserves the right to reject any or all bids.
- 2) Attached are detailed specifications and conditions for bid submission.
- 3) You must execute your contract within ten (10) days after the City mails it. If the contract is not executed within ten (10) days, the City reserves the unilateral right to cancel it.
- 4) If any provisions of the contract are violated, the City, after suitable notice, may cancel the contract and make arrangements to have the products and or services supplied by others. Any extra cost to the City will be paid by the vendor.
- 5) Bid specifications may be obtained from the Purchasing Division located on the 8th floor of City Hall, or call (310) 412-5266.
- 6) All proposals must be for specific amounts. Any attempt to qualify prices with an 'escalation clause' or any other method of making a price variable, is unacceptable. Please give unit price as specified. Proposal shall be valid for ninety (90) calendar days from receipt of bid.
- 7) The City reserves the right to add or subtract quantities based on the unit prices/unit lump sums so indicated as its budgetary needs may require.

CITY MANAGER

CITY OF INGLEWOOD, CALIFORNIA

RFQ-0063

REFERENCES

PLEASE PROVIDE REFERENCES ON SIMILAR TYPE OF WORK

- 1 Organization/Agency: _____
Contact Person: _____ Phone: _____
Work Performed: _____

- 2 Organization/Agency: _____
Contact Person: _____ Phone: _____
Work Performed: _____

- 3 Organization/Agency: _____
Contact Person: _____ Phone: _____
Work Performed: _____

- 4 Organization/Agency: _____
Contact Person: _____ Phone: _____
Work Performed: _____

DESIGNATION OF SUBCONTRACTORS

Each bidder shall set forth below: (a) the name and location of the place of business of each subcontractor who will perform work labor , and or render service to the vendor under this contract in an amount in excess of one-half of one percent of the vendor's total bid, and (b) the portion of the work which will be done by each subcontractor under this act. The vendor shall list only one subcontractor for each such portion as is defined by the vendor in this bid.

If a vendor fails to specify a subcontractor or if a vendor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the vendor's total bid, the vendor shall be deemed to have agreed that he/she is fully qualified and will perform that portion themselves.

No vendor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by any one other than the original subcontractor listed in the original bid, or (c) subcontract any portion of the work in excess of one-half of one percent of the vendor's total bid as to which his/her original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the vendor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

SUBCONTRACTORS

Name	Address & City	Type of Service	License No.

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INSTRUCTIONS TO BIDDERS
I M P O R T A N T

BEFORE SUBMITTING YOUR BID, HAVE YOU PROPERLY COMPLETED THE FOLLOWING?

Please Check Here

1. **PROPOSAL:**

- a. Have you submitted a bid on all items of the proposal? _____
- b. Is proposal properly signed and dated? _____
- c. If bid is being submitted by a corporation, is corporate seal affixed to proposal? _____

2. **CONTRACT COMPLIANCE:**

- a. Have you completed the non-collusion affidavit? _____
- b. Is the non-collusion affidavit properly signed and duly notarized? _____
- c. Have you examined and understood the requirements and forms to be furnished on the project? _____

3. **BUSINESS TAX CERTIFICATE**

Are you aware of, Section 4, entitled Inglewood Business Tax Certificate? _____

4. **REFERENCE LIST**

Have you completed and submitted the Reference List? _____

5. **DESIGNATION OF SUBCONTRACTORS**

Have you listed all subcontractors ? _____

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“CIVIC CENTER HIGH CAPACITY AIR FILTERS”

GENERAL PROVISIONS

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“CIVIC CENTER HIGH CAPACITY AIR FILTERS”

GENERAL PROVISIONS

Section 1. PRICES

Prices quoted shall be delivered prices F.O.B. Inglewood, California, which includes all packing, delivery, and transportation charges. The quotation shall state the unit price of each item if space is provided for the insertion of each unit price on the Bid or Proposal. Prices shall remain firm and fixed until the completion of the project.

Section 2. SUBMISSION OF PROPOSAL

Proposals shall be submitted on the **BID FORMS** provided by the City and shall be enclosed in a sealed envelope, marked and addressed as directed. The bidder shall state in words and figures the specific sum for which he/she proposes to supply the contracted item or service. In case words and figures do not agree, the words shall govern and the figures shall be disregarded. If the proposal is made by an individual, it shall be signed and his full name and address shall be given; if it is made by a firm, it shall be signed with the co-partnership name by a member of the firm who shall also sign his/her own name and the name and address of each member shall be given; if it is made by a corporation, the name of the corporation shall be signed by its duly authorized officer or officers, attested by the corporate seal, and the names and titles of all officers of the corporation shall be given. No telegraphic proposal or telegraphic modification of the proposal will be considered. There is no expressed or implied obligations for the City to reimburse responding firms or companies for any expenses incurred in preparing bids or proposals in response to this request.

Blank spaces in the proposal shall be properly filled. The phraseology of the proposal must not be changed and no additions shall be made to the items mentioned therein. Unauthorized conditions, limitations, or provisions attached to a proposal may cause its rejection. Alterations by erasure or interlineation must be explained or noted in the proposal over the signature of the bidder. Alternative proposals will not be considered unless specifically provided for in the Bidding Sheet. A bidder may withdraw their proposal before the hour fixed for opening bids without prejudice to themselves by submitting a written request to the Purchasing Manager for its withdrawal and the proposal will be returned to him/her unopened when reached in the procedure of opening bids. No proposals may be withdrawn after the hour fixed for opening bids. No proposal received after the time named or at any place other than the place stated in the Invitation to Submit Bids will be considered. All bids will be opened and declared publicly.

The proposal should be identified as follows:

Sealed and addressed to the Purchasing Division, City of Inglewood One Manchester Boulevard, Inglewood, CA 90301. The envelope shall be plainly marked in the upper left corner with the name and address of the bidder and bear the words "Quotation for..." followed by the name of the work and the date and hour of bid opening.

Bidders, their representatives, and others interested are invited to be present at the opening. The City reserves the right to waive informalities in any bid, to reject any or all proposals, to reject one part of a proposal and accept the other, except to the extent that bids are qualified by specific limitations, and to make awards to the lowest responsible bidder as the interest of the City may require.

Each firm is responsible for the timely delivery of any response. Additionally, the City will not be responsible for the delivery of any bid to the wrong address or City department. Each firm assumes all risks and/or consequences of an incorrect delivery or an untimely bid of a proposal.

Section 3. LOWEST RESPONSIBLE BIDDER

Section 2-200 of the Inglewood Municipal Code states: "The expression 'lowest responsible bidder' as used in this article and the City's Bidding Documents shall be deemed to mean the lowest bidder whose offer best responds in quality, fitness, and capacity to the requirements of the proposed work or usage."

In selecting the lowest responsible bidder, consideration will be given not only to the financial standing, but also to the general competence of the Bidder for the performance of the work covered by the Proposal. To receive favorable consideration, a bidder must present evidence that he/she has successfully performed similar work of comparable magnitude or submit other evidence satisfactory to the City that he/she or their associates are personally competent to manage the proposed undertaking and to carry it forward to a successful conclusion. Professional integrity and honesty of purpose shall be essential requirements.

A showing of adequate financial resources is required, but will not alone determine whether a bidder is competent to undertake the proposed work. Each bidder must furnish, if required, a record of past performance and experience and show that his/her organization, capital, and equipment are adequate for the successful prosecution of the required work and its completion within the time specified.

Section 4. INGLEWOOD BUSINESS TAX CERTIFICATE

The vendor agrees to at all times during the performance of the agreement, obtain and maintain an Inglewood City Business Tax Certificate. The purchase of said Certificate must be made prior to the purchase of product and a copy forwarded to the Purchasing Division.

Section 5. SALES TAX

The City of Inglewood is subject to the payment of sales tax. All suppliers will be required to include in your bid/price quote the City of Inglewood tax rate of 9.25%. If a bidder fails to include the City's tax rate in their bid, the City will add the 9.25% figure to the bid for evaluation purposes.

Section 6. "OR EQUAL" CLAUSE

Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the Engineer of equal substance and function. Said materials, article or equipment shall not be purchased or installed by the Contractor without the Engineer's written approval.

Section 7. ADDENDUMS: (REVISIONS TO THIS DOCUMENT)

In the event that it becomes necessary to clarify or revise this Bid, RFP or RFQ, such clarification or revision will be by addendum. Any addendum will become part of this Bid, RFP or RFQ and part of any contract awarded as a result of this Bid, RFP or RFQ. ALL ADDENDA WILL BE ISSUED ON THE CITY OF INGLEWOOD "OPEN BIDS AND RFP'S" WEB PAGE .CLICK ON THE BID , RFP OR RFQ NUMBER LISTED ON THE COVER PAGE OF THIS DOCUMENT. TO ACCESS ADDENDA USE THE FOLLOWING WEB PAGE ADDRESS:

<http://www.cityofinglewood.org/rfps/default.asp>

There are no designated dates for release of addenda. Therefore interested bidders should check the Purchasing "Open Bids and RFP's" webpage on a daily basis. No additional addendums will be issued within three days of the bid opening date.

It is the sole responsibility of the bidder to be knowledgeable of all addenda related to this procurement.

Section 8. INSURANCE REQUIREMENTS

When a contractor does work under a City purchase order, the Department must have on file valid certificates of insurance and the required endorsements. The Department must submit the required certificates and endorsements to the City Clerk who will then forward the documents to the City Attorney's Office for review.

REQUIRED INSURANCE COVERAGES

The contractor shall obtain and maintain at its expense, until completion of performance and acceptance by City, the following insurance placed with an insurer admitted to write insurance in California or a nonadmitted insurer on California's List of Eligible Surplus Lines Insurers (LESLI) and having a rating of or equivalent to A:VIII by A.M. Best Company:

a. **Commercial General Liability**

Commercial General Liability (equivalent in coverage scope to Insurance Services Office, Inc. (ISO) form CG 00 01 11 85 or 11 88) in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Such insurance shall include products and completed operations liability, independent contractor's liability, broad form contractual liability, and cross liability protection.

The "City of Inglewood, its officials, employees, and agents" must be separately endorsed to the policy as additional insureds on an endorsement equivalent to the Insurance Services Office, Inc. (ISO) forms CG 20 10 11 85 or CG 20 26 11 85.

b. **Automobile Liability**

Automobile Liability (equivalent in coverage scope to ISO form CA 00 01 06 92) in an amount not less than \$1,000,000 combined single limit per accident for bodily injury and property damage covering Auto Symbol 1 (Any Auto). If an automobile is not used in connection with the services provided by the contractor, the contractor should provide you with a written request for a waiver of this requirement.

c. **Workers' Compensation and Employer's Liability**

Workers' Compensation as required by the California Labor Code and Employer's Liability in an amount not less than \$1,000,000 per accident.

REQUIRED INSURANCE DOCUMENTATION

a. **Certificate of Insurance**

The contractor must provide you with a Certificate of Insurance evidencing the required insurance set forth above. The Certificate Holder must be the

"City of Inglewood," and the Certificate Holder's address must be the address of your Department.

b. Endorsements

In addition to the Certificate of Insurance, the contractor must provide the following endorsements:

- 1) Additional insured endorsements to the general liability and auto liability* insurance policies. The "City of Inglewood, its officials, employees and agents" must be endorsed to the contractor's general liability policy as well as the auto liability policy as additional insureds on an endorsement equivalent to ISO forms CG 20 10 11 85 or CG 20 26 11 85.
- 2) Cancellation notice endorsements. Each policy must be endorsed to provide that the policy shall not be cancelled or nonrenewed by either party or reduced in coverage or limits (except by paid claims) unless the insurer has provided the City with thirty (30) days prior written notice of cancellation (ten (10) days for cancellation due to nonpayment of premium is acceptable).
- 3) Primary and noncontributory coverage endorsements. The general liability and (if required) professional liability policies must be endorsed to provide that each policy shall apply on a primary and noncontributing basis in relation to any insurance or self-insurance, primary or excess, maintained by or available to the City or its officials, employees and agents.

ADDITIONAL INSURANCE REQUIREMENTS FOR SPECIAL RISKS

Additional insurance requirements may be imposed on certain contractors. Refer to City Attorney's Office for individual review of the following types of services or products:

- a. Construction, excavation, drilling, trenching or shoring services.
- b. Demolition or operations involving explosives or pyrotechnics.
- c. Environmental consulting, remediation, engineering or related services or operations.
- d. Medical-related services.
- e. Daycare or child care services.
- f. Services involving custom manufactured products.
- g. Products or services involving firearms, tobacco, alcohol, or controlled substances.
- h. Products or services involving hazardous or toxic substances.
- i. Testing services or operations.
- j. Aircraft-related products or services.
- k. Any unusual or high-risk activities, operations or products.

WAIVER OR MODIFICATION OF THE INSURANCE REQUIREMENTS

Any waiver or modification of the insurance requirements can only be made by the City Attorney's Office. All waiver or modification requests are reviewed on a case-by-case basis. *Depending on the scope of services

Section 9. INDEMNIFICATION

The Vendor/Contractor shall indemnify and hold harmless the City and its officers, employees, and volunteers from and against all claims, damages, losses, and expenses, including attorney fees arising out of the performance of the work described herein, caused in whole or part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active, sole negligence, or willful misconduct of the City. If any action or proceeding is brought against Indemnities by reason of any act of the matters against which the Consultant has agreed to indemnify Indemnities as provided above, the Vendor/Contractor, upon notice from the City, shall defend Indemnities at the Vendor/Contractor's expense by counsel acceptable to the City, such acceptance not to be unreasonably withheld. Indemnities need not have first paid for any of the matters to which Indemnities are entitled to indemnification in order to be indemnified. The insurance required to be maintained by the Vendor/Contractor under this Article shall ensure the Vendor/Contractor's obligations under this Section, but the limits of such insurance shall not limit the liability of the Vendor/Contractor hereunder. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

Section 10. NON-DISCRIMINATION

In the performance of the terms of this contract or Agreement, the Vendor/Contractor shall not engage in or permit such subcontractors as he may employ, from engaging in discrimination in employment of persons because of race, color, national origin, ancestry, religion, or age of such person. Violation of this provision may result in the imposition of penalties referred to in Labor Code Section 1735.

Section 11. CHOICE OF LAW/VENUE

This agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue, Torrance California 90503-5058. In the event of litigation in the United States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

Section 12. TERMINATION OF CONTRACT

The City may terminate the Contract at its own discretion or when conditions encountered during the work make it impossible or impracticable to proceed, or when the Agency is prevented from proceeding with the Contract by law, or by official action of a public authority.

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“CIVIC CENTER HIGH CAPACITY AIR FILTERS”**SCOPE OF WORK**

The replacement of 154 Mini pleat filters with gasketing and stainless steel fasteners, 6 Geo-pleat filters with gasketing and stainless steel fasteners, and 6 Carbon absorber filters with gasketing and stainless steel fasteners, at City Hall, Main Library and Police Department ventilation systems which supplies air to the Civic Center buildings. All Filters are to be Aerostar (Luwa) and Burke brand or equivalent. All fasteners are to be stainless steel. Also filters are to be 95% efficient. **All pricing for items listed below are to include all material, installation, and the removal and disposal of all old air filters and fasteners with all associated fees.**

ITEM #1 CITY HALL

S1

1. 36-Aerostar (Luwa) FP-95-24 Mini Pleat Filters with Gasketing Size 24 x 24 x 12

2. 72-Burke BQT-1 Stainless Steel Fasteners

S2

1. 36-Aerostar (Luwa) FP-95-24 Mini Pleat Filters with Gasketing Size 24 x 24 x 12

2. 72-Burke BQT-1 Stainless Steel Fasteners

S6

(Sub-Basement)

1. 6-Aerostar (Luwa) FP-95-24 Mini Pleat Filters with Gasketing Size 24 x 24 x 12

2. 2-Aerostar (Luwa) FP-95-12 Mini Pleat Filters with Gasketing Size 12 x 24 x 12

3. 16-Burke BC-1-2 Stainless Steel Fasteners

E1

(EOC COMMUNICATIONS)

1. 6-Aerostar (Luwa) FP-95-24 Mini Pleat Filters with Gasketing Size 24 x 24 x 12

2. 6-Burke BGP-65-24244 Geo Pleat Filters (21444) with Gasketing Size 24 x 24 x 4

3. 6-Aerostar AQF-3653 Carbon Absorber Filters (17982) with Gasketing Size 24 x 24 x 12

4. 24-Burke BC-1-2 Stainless Steel Fasteners
5. 12-Burke BCL-4 Stainless Steel Fasteners

ITEM # 2 MAIN LIBRARY

LS-1

1. 20-Aerostar (Luwa) FP-95-24 Mini Pleat Filters with Gasketing Size 24 x 24 12
2. 40-Burke BSL-12Stainless Steel Fasteners

LS-2

1. 20-Aerostar (Luwa) FP-95-24 Mini-Pleat Filters with Gasketing Size 24 x 24 x 12
2. 40- Burke BSL-12 Stainless Steel Fasteners

ITEM # 3 POLICE DEPARTMENT

S1

1. 28-Aerostar (Luwa) FP-95-24 Mini Pleat filters with Gasketing Size 24 x 24 12
2. 56-Burke BSL-12 Stainless Steel Fasteners

RFQ-0063

BIDDER'S PROPOSAL AND STATEMENT

Mayor and City Council

City of Inglewood, California

The undersigned proposes and agrees to furnish a guaranteed quote on the City's
Specifications: **CIVIC CENTER HIGH CAPACITY AIR FILTERS**

Item No.	Bid Item Description	TOTAL AMOUNT
1	CITY HALL (As specified in the scope of work)	\$
2	MAIN LIBRARY (As specified in the scope of work)	\$
3	POLICE DEPARTMENT (As specified in the scope of work)	\$
SUBTOTAL		\$
TAX 9.25%		\$
FREIGHT AND DELIVERY (IF APPLICABLE)		\$
GRAND TOTAL (INCLUDING ALL FEES)		\$

\$

**(GRAND TOTAL IN WORDS)
INCLUDING ALL FEES**

The undersigned understands that the City of Inglewood reserves the right to accept or reject any or all quotations submitted; to re-advertise at its discretion.

Company's Legal Name

Street Address of Company

City	State	Zip code	Phone number
------	-------	----------	--------------

Authorized Signature	Title
Date	

Type or Print Above Name

Tax Identification Number

If contractor (must provide license number)

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DECLARATION FOR THE BIDDER

I declare that I am an authorized agent or officer of the organization submitting this proposal and in such capacity I am empowered to submit this proposal on behalf of (organization):

_____.

I also verify that all information submitted and contained herein is true and correct to the best of my knowledge and belief.

BY: Signature: _____

Printed Name: _____

Position/Title: _____

Date of Execution: _____

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Extension of Contract to Other Public Agencies

The prices, terms and conditions of this quote may be extended to other governmental agencies at the mutual agreement of both the city and the bidding vendor. All requirements of the specifications, purchase orders, invoices, and payments with other agencies would be directly with successful bidder. The City of Inglewood does not warrant any additional use of the contract by such agencies. The bidder's response as requested below will no way affect the City of Inglewood's consideration of this quote.

Please indicate if this quote will be extended to other public agencies, and the length of time it will remain in effect from the opening date of this quote.

Yes _____ No _____ Length of time _____
Days/Months

NON-COLLUSION DECLARATION

The undersigned hereby declares and says:

That he has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding connection with the contract described below.

(Full description of contract):

I declare under penalty that the foregoing is true and correct to the best of my knowledge.

Executed at _____, California on
_____200_____

_____ Signature of Bidder

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NO BID FORM

TO ALL BIDDERS:

IF YOU **DO NOT** INTEND TO SUBMIT A QUOTE/BID FOR THIS PROJECT, PLEASE INDICATE BELOW AND RETURN **IMMEDIATELY** TO THE PURCHASING DIVISION OF THE CITY OF INGLEWOOD.

_____THE FIRM CANNOT SUPPLY THE ITEM(S)/COMMODITIES SPECIFIED, PLEASE CHANGE THE CLASSIFICATION OF OUR FIRM TO THE FOLLOWING:

_____THE FIRM BELOW CANNOT BID AT THIS TIME BECAUSE OF THE FOLLOWING: _____

_____THE FIRM BELOW IS NOT INTERESTED IN BEING ON THE CITY OF INGLEWOOD BID LIST, PLEASE REMOVE OUR NAME.

Quote/Bid Number: _____

Name of Firm: _____

Address: _____

Phone: _____

Name of Individual: _____

Signature: _____

Date: _____